



# 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

May 14, 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. **Appointments**
    - 1) Cable Utility Committee – Mike O’Keefe  
(5 member vacancies expiring (2) April 2025; (1) 2026, (2) April 2027)
    - 2) Municipal Utility Committee – David Leary  
(2 member vacancies expiring (1) April 2025 and (1) April 2027;  
(1) alternate vacancy to expire April 2025)
    - 3) Sustainability Committee – Edward Thompson  
(4 member vacancies expiring (1) April 2025 and (3) April 2027;  
(1) alternate vacancy to expire April 2025)
    - 4) Sustainability Committee – Karl Huber  
(4 member vacancies expiring (1) April 2025 and (3) April 2027;  
(1) alternate vacancy to expire April 2025)
    - 5) Benson Park Committee – Gary Williams  
(3 member vacancies expiring (1) April 2026 and (2) April 2027;  
(1) alternate vacancy to expire April 2025)
    - 6) Conservation Commission – Mark Catanzaro, alternate position  
(1 alternate vacancy to expire December 2025)

**B. Nominations**

- 1) Sustainability Committee – Alyssa Hanley, alternate position  
(4 member vacancies expiring (1) April 2025 and (3) April 2027;  
(1) alternate vacancy to expire April 2025)
- 2) NRPC – Ed Vanderveen  
(2 member vacancies with terms expiring 4 years from appointment)
- 3) NRPC – Timothy Lyko  
(2 member vacancies with terms expiring 4 years from appointment)

**6. CONSENT ITEMS**

**A. Assessing Items**

- 1) Elderly Exemptions: 39 Westchester Ct. – map 147/ lot 022/ sub 033;  
107 Central St. – map 183/ lot 089
- 2) Disabled Exemption Application: 160 Dracut Rd. – map 253/ lot 074
- 3) Current Use Lien Release: 4 A&B Acadia Dr. - map 115/ lot 002/ sub 002

**B. Water/Sewer Items – None**

**C. Licenses & Permits & Policies**

- 1) Night Trucking Permit – Brox Industries
- 2) Pole License – One (1) new pole on Webster Street
- 3) Raffle Permit – Dalton Shumsky Foundation
- 4) Raffle Permit – Friends of Benson Park

**D. Donations – None**

**E. Acceptance of Minutes**

- 1) Minutes April 23, 2024

**F. Calendar**

05/14	7:00	Board of Selectmen	BOS Meeting Room
05/15	7:00	HEAC	Rodgers Library
05/15	7:00	Planning Board	Buxton Meeting Room
05/16	7:00	Benson Park Comm.	HCTV Meeting Room
05/20	6:00	Planning Board - Minor Site Plan Review	Buxton Meeting Room

05/21	7:00	Municipal Utility Comm.	BOS Meeting Room
05/21	7:00	Sustainability – Cancelled	Buxton Meeting Room
05/22	6:00	Library Trustees	Hills Memorial Library
05/23	7:00	Zoning Board	Buxton Meeting Room
05/27	-	Memorial Day	Town Hall Closed
05/28	7:00	Board of Selectmen	BOS Meeting Room

## 7. **OLD BUSINESS**

### A. Votes taken after Nonpublic Session on April 23, 2024

1. Selectman Morin made a motion, seconded by Selectman Roy to hire Annemarie Grossi with a starting salary of \$22.42 (Step 1) per hour, all in accordance with the Hudson Police Employee Association Contract as recommended by the Police Chief. A roll call vote was taken. Carried 5-0.
2. Selectman Morin made a motion to adjourn at 8:16 p.m. This was seconded by Selectman Roy. A roll call vote was taken. Carried 5-0.

## 8. **NEW BUSINESS**

- A. IAFF Local 3154 MDA Boot Drive – Town Administrator – Decision
- B. Town Wide Paving Contract – Public Works – Decision
- C. Trenchless Pipeline Rehabilitation for Blackstone Street – Engineering/DPW – Decision
- D. South Water Tank, Verizon Lease – Engineering – Decision
- E. Design & Construction Storm Water Best Management Practices Project – Engineering – Decision
- F. Request for Expenditure of Donation Funds – Engineering – Decision
- G. Memorandum of Understanding Between Town of Hudson and Pennichuck Water – Engineering – Decision
- H. Update Regarding Taylor Falls & Veteran’s Memorial Bridge – Engineering – Discussion
- I. Status of Hudson Community Power – Craig Putnam – Discussion
- J. Request to Use Energy Efficiency CRF for HVAC Improvements – Police – Decision
- K. Grant Acceptance – Domestic Cannabis Eradication/Suppression Program – Police – Decision
- L. First Responder Mental Health & Wellness Awareness – Police & Fire – Discussion
- M. April 2024 Revenues & Expenditures – Town Administrator – Discussion
- N. FY 2024 Legal Budget – Town Administrator – Decision

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

10. **REMARKS BY TOWN ADMINISTRATOR**

11. **REMARKS BY SCHOOL BOARD**

12. **NONPUBLIC SESSION**

91-A:2 I. (a) Strategy or negotiations with respect to collective bargaining;  
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, May 23, 2024.**

RECEIVED

APR 23 2024

TOWN OF HUDSON  
Board & Committees Vacancy Application  
(Hudson, NH Residents Only)

TOWN OF HUDSON  
SELECTMENS OFFICE

Date: 4/23/24

Michael O'Keefe 57 Glen Dr.  
Name Street Address

603-595-9572  
Home Phone Number Work Phone Number

Software Engineer  
Occupation (or former occupation, if retired)

Education/Special Interests

Professional/Community Activities

Continue advising and supporting HCTV and the Community Media Department  
Reason for applying

Reference(s)

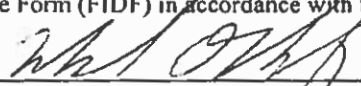
Please check the area in which you are interested in serving, then return this form to:  
Selectmen's Office, 12 School Street, Hudson, NH 03051

- | Member <u>X</u>   | Alternate _____  | Reappointment <u>X</u>                           |
|---|--|--|
| <input type="checkbox"/> Benson Park Committee              | <input type="checkbox"/> Building Board of Appeals           | <input type="checkbox"/> Conservation Commission |
| <input checked="" type="checkbox"/> Cable Utility Committee | <input type="checkbox"/> Nashua Regional Planning Commission | <input type="checkbox"/> Recreation Committee    |
| <input type="checkbox"/> Municipal Utility 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.

  
Signature of Applicant

Hudson Resident: Yes No

mokeefe@alum.mit.edu  
e-mail address

*Agenda*  
*5-14-24*

Submission information

Form: [Board & Committee Application](#) (1)  
Submitted by Visitor (not verified)  
Wed, 04/17/2024 - 6:23am  
174.196.193.47

**Date**

Tue, 04/16/2024

**First Name**

David

**Last Name**

Leary

**Street Address**

2 Bradford Circle

**Home Phone**

9788868120

**Work Phone**

**E-mail Address:**

dsleary101@gmail.com

**Education**

College Wentworth/Northeastern

**Occupation (or former occupation if retired)**

Hvac systems service/ facility manager

**Special Interests**

**Professional/Community Activities**

Municipal Utility Comm past member

**Reference**

Past member

**Reason for Applying**

Did not reapply because of uncertain outcome of a health issue. After receiving positive news of my diagnosis I can now apply to continue as a member of the committee if needed

**Please check the area in which you are interested in serving:**

Member

**Please select area of interest**

Municipal Utility Committee

**Areas of Expertise**

- Construction
- Environmental Planning

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APR 23 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

**Are you a Hudson, NH resident?**

yes

**Source URL:**<https://www.hudsonnh.gov/node/42498/submission/31126>

**Links**

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>

Submission information

Form: [Board & Committee Application](#) (1)  
Submitted by Visitor (not verified)  
Tue, 04/23/2024 - 12:15pm  
207.180.146.2

**RECEIVED**

**Date**

Tue, 04/23/2024

APR 23 2024

**First Name**

Edward

TOWN OF HUDSON  
SELECTMENS OFFICE

**Last Name**

Thompson

**Street Address**

22 Burns Hill Rd

**Home Phone**

6038458339

**Work Phone**

6038458339

**E-mail Address:**

ethompson67@gmial.com

**Education**

BS Biology- Syracuse Univ, BS Mechanical Engineering- Texas Tech

**Occupation (or former occupation if retired)**

Sr. Manufacturing Engineer

**Special Interests**

Antique cars, woodworking, cooking

**Professional/Community Activities**

**Reference**

Debra Putnum

**Reason for Applying**

This is a re-appointment application. I think we have good momentum on the committee with several new members and are doing some very good things for the town. I'd like to continue being helpful in these efforts. Examples: Community Power, Roadside Cleanups, Composting, etc.

**Please check the area in which you are interested in serving:**

Reappointment

**Please select area of interest**

Sustainability Committee

**Areas of Expertise**

Construction



**Are you a Hudson, NH resident?**

yes

**Source URL:**<https://www.hudsonnh.gov/node/42498/submission/31169>

**Links**

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>

*Agenda*  
*S-14*

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MAY 01 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

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Karl J. Huber, Jr.

23 B Clearview Circle  
Hudson, NH 03051

Cell: 508\_864\_4768

[khjr55@gmail.com](mailto:khjr55@gmail.com)

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April 30, 2024

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

Cc: Lorrie Weissgarber

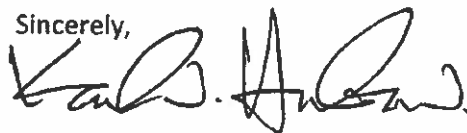
Dear Mr. Malizia,

As an Alternate member of the Sustainability Committee as well as a Member of the Hudson Electric Aggregation Committee (a sub-committee of the Sustainability Committee), I have been very satisfied to see how my experience was able to contribute to the success of the many projects and initiatives required to meet the challenges and charter of this Committee.

With that said, I am requesting to have my Alternate status changed to Member status on the Sustainability Committee so I can get more involved in the many tasks being presented.

Please let me know if you have any questions or concerns with this request.

Sincerely,



Karl J. Huber, Jr.

Municipal Utility Committee Member

Submission information

Form: [Board & Committee Application](#) (1)  
Submitted by Visitor (not verified)  
Fri, 04/12/2024 - 10:39am  
71.233.191.132

**Date**

Sat, 04/13/2024

**First Name**

Gary

**Last Name**

Williams

**Street Address**

St.Laurent Dr.

**Home Phone**

3392211487

**Work Phone**

**E-mail Address:**

k.williams15@verizon.net

**Education**

High school

**Occupation (or former occupation if retired)**

Truck driver

**Special Interests**

Outings with my family and two puppies

**Professional/Community Activities**

**Reference**

Judy Brouillette

**Reason for Applying**

Want to better the dog park before we lose it to the rain washing away all the dirt and grass and stop the flow from flowing into the wetlands. If we all don't find a solution to fix this problem we will be left with just granite and rocks in about 5 years.

**Please check the area in which you are interested in serving:**

Member

**Please select area of interest**

Benson Park Committee

**Areas of Expertise**

Construction

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TOWN OF HUDSON  
SELECTMENS OFFICE

**Are you a Hudson, NH resident?**

yes

**Source URL:**<https://www.hudsonnh.gov/node/42498/submission/31078>

**Links**

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>

5A-6

*Agenda*  
5-14-24



NEW HAMPSHIRE

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How may we help you?

APR 30 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

## Submission #85

Print Resend e-mails

Previous submission Next submission

### Submission information

Form: Board & Committee Application  
Submitted by Visitor (not verified)  
Tue, 04/30/2024 - 5:05am  
174.224.165.49

### Date

Mon, 04/29/2024

### First Name

Mike

### Last Name

CATANZARO

### Street Address

7 spruce st

### Home Phone

6034842583

### Work Phone

6034842583

### E-mail Address:

mikecatanzarocpi@icloud.com

### Education

High school

### Occupation (or former occupation if retired)

Continental paving

## Special Interests

Wetlands

## Professional/Community Activities

On Bensons Park committee

## Reference

Dillon Dumont

## Reason for Applying

To protect the Town Of Hudson's wetland in trails

## Please check the area in which you are interested in serving:

Alternate

## Please select area of interest

Conservation Commission

## Areas of Expertise

Construction

## Are you a Hudson, NH resident?

yes

[Previous submission](#)

[Next submission](#)



[Home](#) [Logout](#) [Contact Us](#) [Dashboard](#) [Website Credits](#)

12 School Street | Hudson, NH 03051 | (603) 886-6000

*Accepted*  
5-14-24**To the board of selectman:**

## Statement of interest:

My name is Alyssa Hanley and I have been a resident of Hudson my entire life. I had moved away for school back in 2018 and returned back to Hudson in 2020 during the pandemic wanting to become more involved. I had joined the sustainability facebook page to get started and attended a road side clean up. I began noticing the green signage posted by the sustainability committee and immediately knew this was something I would be interested in. For some people, it's recycling and composting. For others, it's cleanliness. For a few, it's not even a thought. I believe that sustainability is every step to ensure that the environment is not being harmed. It's about replacing our methods, ingredients and practices and learning new ways to be good to the Earth and I would like to be a positive part of that impact. Sustainability starts from our own home, which is why I hope to be a part of the sustainability committee in a place I have called home for many years.

Thank you for reading.

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MAY 09 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

## Weissgarber, Lorrie

---

**From:** alyssa true <alyssatrue@yahoo.com>  
**Sent:** Thursday, May 9, 2024 7:52 AM  
**To:** Weissgarber, Lorrie  
**Subject:** Re: Sustainability Committee, statement of interest

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

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### To the board of selectman:

Statement of interest:

My name is Alyssa Hanley and I have been a resident of Hudson my entire life. I had moved away for school back in 2018 and returned back to Hudson in 2020 during the pandemic wanting to become more involved. I had joined the sustainability facebook page to get started and attended a road side clean up. I began noticing the green signage posted by the sustainability committee and immediately knew this was something I would be interested in. For some people, it's recycling and composting. For others, it's cleanliness. For a few, it's not even a thought. I believe that sustainability is every step to ensure that the environment is not being harmed. It's about replacing our methods, ingredients and practices and learning new ways to be good to the Earth and I would like to be a positive part of that impact. Sustainability starts from our own home, which is why I hope to be a part of the sustainability committee in a place I have called home for many years.

Thank you for reading.

On Tuesday, April 30, 2024, 15:29, Weissgarber, Lorrie <lweissgarber@hudsonnh.gov> wrote:

Hi Alyssa –

Thank you for your interest in the committee. Not a problem at all for becoming an alternate instead.

As far as BOS meetings are concerned, they meet on the second and fourth Tuesday of each month. I see you cannot make the 28 May meeting, but, are you available for the 14 May meeting? If not, I think we can get away with a written statement of interest.

I spoke with Debbie and she said if you can put a few sentences together as to why you would like to join the committee, she said she will be more than happy to present it to the BOS.

Please advise if you can make the meeting on the 14<sup>th</sup> of May and if not, simply send me along your letter.

If you have any questions, please do not hesitate to ask.

Sincerely,

Lorrie



**From:** alyssa true <alyssatrue@yahoo.com>  
**Sent:** Tuesday, April 30, 2024 2:00 PM  
**To:** Weissgarber, Lorrie <lweissgarber@hudsonnh.gov>  
**Subject:** Re: Sustainability Committee

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

Hi Lorrie,

I just spoke with Debbie over the phone. Due to my work schedule I won't be able to attend a couple meetings, like the one with the board of selectman on May 28th. I would love to be accepted as an alternate on the sustainability committee instead of chair. I also wanted to talk a little bit about why I would like to be on the committee due to the fact that I have missed a few meetings. I have been a hudson resident since 1997 and sustainability is important to me. I started seeing the committees green signs on the side of the road and didn't realize we had a sustainability committee in our town. I looked over the committees policies and found that it was something I connected with. Please let me know if I should reapply for the alternate position and if there is anything else I could do at this time.

Thank you,

Alyssa

On Monday, April 29, 2024, 17:50, alyssa true <alyssatrue@yahoo.com> wrote:

Hi Lorrie!

My apologies, when I answered your call I had written April 22nd at 7pm down and when I went to town hall it was closed! I am still interested but not able to attend next month's meeting due to working overnight starting at 7pm.

Thank you,  
Alyssa

Sent from Yahoo Mail for iPhone

On Friday, April 26, 2024, 08:47, Weissgarber, Lorrie <lweissgarber@hudsonnh.gov> wrote:

Good morning Alyssa,

It has come to my attention you did not attend last Tuesday's, April 23<sup>rd</sup>, Board of Selectmen meeting. If you are still interested in becoming a member of the Sustainability Committee, I would love to invite you to the next Board of Selectmen's meeting on Tuesday, May 14<sup>th</sup>.

If you plan on attending, please let me know via this email no later than Wednesday, May 8<sup>th</sup>, so I can include you on the agenda. Should I hear nothing I will assume you are moving on in another direction.

Have a great day!

Sincerely,

**Lorrie Weissgarber**

*Administrative Aide*

12 School Street

Hudson, NH 03051

(603) 816-1221 (phone)

(603) 589-6481 (fax)

☘ Think before you print.

*Alyssa  
4/15/24  
5-14-24*

Submission information

Form: [Board & Committee Application](#) (1)  
Submitted by Visitor (not verified)  
Mon, 04/15/2024 - 9:06am  
73.234.194.78

**Date**

Mon, 04/15/2024

**First Name**

Alyssa

**Last Name**

Hanley

**Street Address**

45 central street hudson NH

**Home Phone**

6035215820

**Work Phone**

**E-mail Address:**

alyssatrue@yahoo.com

**Education**

Bachelors in Nursing

**Occupation (or former occupation if retired)**

registered nurse

**Special Interests**

hiking, camping, fishing

**Professional/Community Activities**

**Reference**

Taylor Collins, +1 (603) 508-0752

**Reason for Applying**

I joined the sustainability group on facebook when I moved back to hudson in 2020. I would love to plan events based around the subject of being environmentally friendly and enjoy research on new developments to become more environmentally conscious.

**Please check the area in which you are interested in serving:**

Member

**Please select area of interest**

Sustainability Committee

**Areas of Expertise**

Other

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APR 17 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

**Are you a Hudson, NH resident?**

yes

Source URL: <https://www.hudsonnh.gov/node/42498/submission/31110>

Links

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>

Submission information

Form: Board & Committee Application (1)  
Submitted by Visitor (not verified)  
Thu, 04/25/2024 - 7:24am  
73.17.182.105

**Date**

Thu, 04/25/2024

**First Name**

EDWARD

**Last Name**

VANDERVEEN

**Street Address**

9 Newton St

**Home Phone**

603-247-3181

**Work Phone**

603-247-9243

**E-mail Address:**

esvanderveen@comcast.net

**Education**

Masters, Economics

**Occupation (or former occupation if retired)**

Commodity Manager

**Special Interests**

Walkability, Bicycle Safety

**Professional/Community Activities**

Planning Board

**Reference**

Tim Malley

**Reason for Applying**

I am interested in keeping Hudson NH connected to and possibly benefiting from ongoing and developing regional planning efforts of NRPC; and providing Hudson input to those plans.

**Please check the area in which you are interested in serving:**

Member

**Please select area of interest**

Nashua Regional Planning Commission

**Areas of Expertise**

- Communications

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APR 26 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

- Finance

**Are you a Hudson, NH resident?**

yes

**Source URL:**<https://www.hudsonnh.gov/node/42498/submission/31179>

**Links**

[1] <https://www.hudsonnh.gov/bc-bc/webform/board-committee-application>



# TOWN OF HUDSON

## Board & Committees Vacancy Application

(Hudson, NH Residents Only)

Timothy Lyko 8 Daniel Webster Dr  
 Name Street Address  
978-761-2895 NA  
 Home Phone Number Work Phone Number  
Tech at Raytheon LYKO8412@gmail.com  
 Occupation (or former occupation if retired) Email Address  
HS / Planning Board  
 Education/Special Interests  
Hiking, fishing, running  
 Professional/Community Activities  
To represent Hudson at the NRPL  
 Reason for Applying  
Tim Malley, Dillon Dumont  
 Reference(s)

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MAY 09 2024  
TOWN OF HUDSON  
SELECTMENS OFFICE

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
- Alternate
- Reappointment
- Benson Park Committee
- Building Board of Appeals
- Cable Utility Committee
- Conservation Commission
- Municipal Utility Committee
- Nashua Regional Planning Commission
- Planning Board
- Recreation Committee
- Sustainability Committee
- Zoning Board of Adjustment

Area(s) of Expertise:

- Architecture/Construction
- Environmental Planning
- Information Technology
- Communications
- Finance
- 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 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: *Tim Lyko* Date: 5/9/24

6A-1 App. A  
5-14-24



**TOWN OF HUDSON**  
Office of the Assessor




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

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

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

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: May 14, 2024

FROM: Jim Michaud, Chief Assessor 

**RECEIVED**

RE: Elderly Exemptions:

MAY 09 2024

39 Westchester Ct. – map 147/ lot 022/ sub 033  
107 Central St. – map 183/ lot 089

TOWN OF HUDSON  
SELECTMENS OFFICE

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

Patricia Lennon - 39 Westchester Ct. – map 147/ lot 022/ sub 033  
Michael Levesque - 107 Central St. – map 183/ lot 089

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



6A-2  
175  
5.14.24



# TOWN OF HUDSON

Office of the Assessor

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

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



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

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: May 14, 2024

FROM: Jim Michaud, Chief Assessor 

**RECEIVED**

RE: Disabled Exemption Application

MAY 09 2024

106 Dracut Rd. – map 253/ lot 074

TOWN OF HUDSON  
SELECTMENS OFFICE

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

Donald and Melanie McCoy - 106 Dracut Rd. – map 253/ lot 074

***MOTION: Motion to grant a Disabled Exemption 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)

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

**MEMORANDUM**

TO: Board of Selectmen  
Steve Malizia, Town Administrator

April 30, 2024

FROM: Jim Michaud, Chief Assessor *JM*

**RECEIVED**

RE: Current Use Lien Release  
Map 115 Lot 2-2 – 4 A & B Acadia Drive

MAY 09 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

The attached Current Use Lien Release is for the above referenced site and is for the BOS's review and consideration to approve. The parcel is coming out of current use as foundation footings were installed on 4/26/2024, an activity incompatible for land to remain in the current use (RSA 79-A) program.

The Subject property is 2.043 +- AC site and is located in an area of well/septic utilities. We have reviewed the subdivision documents that created these parcels; reviewed vacant residential building lot land sales from 2022 forward, including; a vacant residential building lot sale (.33 AC) on Gillis Street that sold very recently for \$170,000; 2 vacant residential lot sales on Speare Road for \$170,000 a piece, as well as using the latest assessed values from the recent 2022 revaluation, as ratio adjusted. We have determined a market value estimate of \$205,000 for the subject parcel, as the unimproved site it is at time of foundation footings site work.

$\$205,000 \times 10\% = \$20,500$

**DRAFT MOTION**

**Motion to approve the attached Current Use Penalty Lien Release for Map 115 Lot 2-2 as recommended by the Chief Assessor.**

<b>FORM</b>
<b>A-5</b>

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPALITY LAND USE CHANGE TAX BILL**

**STEP 1 - LAND USE CHANGE TAX TO BE BILLED TO:**

**PROPERTY OWNER(S) OR**     **RIGHT OF WAY RESPONSIBLE PARTY LISTED BELOW:**

<b>PLEASE TYPE OR PRINT</b>	LAST NAME/CORPORATION/TRUST NAME <b>ETCHSTONE PROPERTIES INC</b>	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS <b>179 AMHERST ST</b>		
MUNICIPALITY <b>NASHUA</b>		STATE <b>NH</b>	ZIP CODE <b>03064</b>

**STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND**

<b>PLEASE TYPE OR PRINT</b>	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION <b>4 A &amp; B ACADIA DRIVE</b>		MUNICIPALITY <b>HUDSON</b>	COUNTY <b>HILLSBOROUGH</b>
	(c) TOTAL ACRES OF PARCEL <b>2.043 AC</b>	PARCEL TAX MAP AND LOT # <b>115-002-002</b>	ACCT# <b>11249</b>	DEED BOOK AND PAGE # <b>6772    1200</b>
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			

NOTE: A separate land use change tax (LUCT) must be submitted for each separate parcel of land.

**STEP 3 - DOCUMENTATION AND FEE FOR PROPERTY TO BE ENROLLED IN CURRENT USE (CU)**

(a) Owners Name When Land Was First Recorded in Current Use: <b>EMERY &amp; MARION NADEAU</b>	DEED BOOK AND PAGE # <b>2408    277</b>	
(b) Total Number of Acres Originally Enrolled in Current Use	<b>50 (S/B 45.48)</b>	
(c) Total Number of Acres Previously Released Since The Original Recording	<b>14.038 AC</b>	
(d) Number of Acres Subject to the LUCT Per This Assessment	<b>2.043 AC</b>	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	<b>29.398 AC</b>	

<b>FORM</b>
<b>A-5</b>

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**MUNICIPALITY LAND USE CHANGE TAX BILL**  
 (continued)

**STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX**

(a) Narrative Description of the Disqualification: <b>FOUNDATION FOOTINGS INSTALLED</b>	
(b) Actual Date of Change in Use (MM/DD/YYYY)	<b>4/26/2024</b>
(c) Full and True Market Value at Time of Change in Use	\$ <b>205,000</b>
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ <b>20,500.00</b>

**STEP 5 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS**

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
<b>BOB GUESSFERD</b>		
<b>DILLON DUMONT</b>		
<b>DAVID S. MORIN</b>		
<b>KARA ROY</b>		
<b>HEIDI JAKOBY</b>		

**STEP 6 - BILL LAND USE CHANGE TAX TO:** (COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME <b>ETCHSTONE PROPERTIES INC</b>		FIRST NAME/CORPORATION/TRUST NAME	INITIAL
MAILING ADDRESS <b>179 AMHERST ST</b>			
MUNICIPALITY <b>NASHUA</b>	STATE <b>NH</b>	ZIP CODE <b>03064</b>	
(b) Actual Date of Change in Use (MM/DD/YYYY)	<b>4/26/2024</b>		
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)			
(d) Full and True Market Value at Time of Change in Use	\$ <b>205,000</b>		
(e) Land Use Change Tax Due	\$ <b>20,500.00</b>		

<b>FORM</b>
<b>A-5</b>

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPALITY LAND USE CHANGE TAX BILL**

(continued)

**STEP 7 - CHECKS PAYABLE AND MAILED TO: (COMPLETED BY MUNICIPAL TAX COLLECTOR)**

(a) MAKE CHECKS PAYABLE TO: <b>TOWN OF HUDSON</b>		
(b) MAIL TO: <b>TOWN OF HUDSON, C/O CHRISTINE STROUT-LIZOTTE, TOWN CLERK/TAX COLLECTOR</b>		
MAILING ADDRESS: <b>12 SCHOOL ST</b>		
MUNICIPALITY <b>HUDSON</b>	STATE <b>NH</b>	ZIP CODE <b>03051</b>
(c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: <b>12 SCHOOL STREET HUDSON NH 03051</b>		
(d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: <b>8 AM - 4:30PM MONDAY THRU FRIDAY</b>		
(e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ <b>20.68</b>		
PAYABLE TO: <b>HILLSBOROUGH COUNTY REGISTRY OF DEEDS</b>		
(g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____		

**STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX COLLECTOR)**

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE OF MUNICIPAL TAX COLLECTOR (in black or dark blue ink)	DATE OF PAYMENT

<b>FORM</b>
<b>A-5W</b>

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
WARRANT FOR LAND USE CHANGE TAX**

**STEP 1 - TAX COLLECTOR'S WARRANT FOR LAND USE CHANGE TAX IN THE MUNICIPALITY OF:**

NAME OF MUNICIPALITY TOWN OF HUDSON NH		
STREET ADDRESS 12 SCHOOL ST		
MAILING ADDRESS		
MUNICIPALITY HUDSON	STATE NH	ZIP CODE 03051

**STEP 2 - COLLECTION OF LAND USE CHANGE TAX**

(a) State of New Hampshire, County of: HILLSBOROUGH	
(b) To: CHRISTINE STROUT-LIZOTTE	Municipal Collector of taxes
(c) for the municipality of: HUDSON	in said County.
(d) In the name of said State you are directed to collect the <b>LAND USE CHANGE TAX</b> in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 20,500.00
(e) Given under our hands at 7 PM	
(f) This day of May 14, 2024	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY ETCHSTONE PROPERTIES INC.	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 179 AMHERST ST, NASHUA NH 03064	
(h) MUNICIPAL TAX MAP 115-002-002	LOT NUMBER ACCT # 11249

**STEP 3 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS**

TYPE OR PRINT NAME (in black or dark blue ink) BOB GUESSFERD	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) DILLON DUMONT	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) DAVID S. MORIN	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) KARA ROY	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) HEIDI JAKOBY	SIGNATURE (in black or dark blue ink)	DATE

RECEIVED

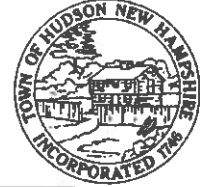
6C-1

*Approved*  
*5-14-24*

APR 23 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

Board of Selectmen



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

Application Fee: \$25.00 per vehicle

Amount Paid: 200.00

APPLICATION FOR PERMIT TO OPERATE COMMERCIAL TRUCK  
PRIOR TO RESTRICTED HOURS AND/OR ON RESTRICTED STREETS

Name of Firm: Brox Industries, Inc. Date: April 22, 2024

Address: 85 Greeley Street

Telephone Number: 603-889-6174 Number of Vehicles: 8

Explain, in detail, your need and necessity for exemption: As a manufacturer and  
supplier of construction materials (asphalt & crushed stone products) the requirement to be able  
to supply these products during the evening hours is a common condition found in contracts  
issued by the NH State DOT as well as local cities and towns. Exact dates and times  
of when we anticipate the need of these permits is not known at this time.

Recommendation of Police Chief: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above application is \_\_\_\_\_ approved \_\_\_\_\_ denied. Permit \_\_\_\_\_ may \_\_\_\_\_ may not be issued.

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

APPROVED BY BOARD OF SELECTMEN

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



**BROX INDUSTRIES, INC.**  
1 Tech Drive Suite 310 • Andover, MA 01810  
(978) 454-9105  
www.broxindustries.com

April 22, 2024

Bob Guessferd  
Chairman, Board of Selectmen  
Town of Hudson, NH  
12 School Street  
Hudson, New Hampshire 03051

Re: Night Trucking Permit

Dear Chairman:

The attached application and associated \$200.00 fee are made referencing Town Code Chapter 317 titled "Vehicles and Traffic". More specifically, §317-13. Trucks, commercial vehicles, and heavy vehicles.

Accordingly, Brox Industries, Inc. (Brox) requests eight (8) permits to haul construction materials between the evening hours of 7:00 P.M. – 6:00 A.M. It is our understanding these permits are valid for 30 days.

Our proposed route would be Barrett's Hill Road to Greeley Street to Rte. 111.

If approved, Brox will provide 24 hours' notice to the Police Department, Road Agent, and Town Administrator before the commencement of any night trucking.

If you have any questions, please call me at 978-805-9744.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erik Stevenson", written over a white background.

Erik Stevenson  
Vice President Real Estate

Enc.

Cc; Chief Dionne  
J. Twardosky - DPW  
S. Rielly - BII



6C-2 April  
5-14-24



# TOWN OF HUDSON

## Engineering Department



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

**RECEIVED**


APR 25 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

### INTEROFFICE MEMORANDUM

DATE: April 19, 2024

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

RE: Petition and Pole Licenses for one (1) new Pole, 3/59, on **Webster Street** in the Town of Hudson, as per the attached for PSNH, dba Eversource Energy

The attached Pole Petition and License from PSNH, dba Eversource Energy, is for one (1) new pole located on **Webster Street** in Hudson.

The Public Works and Engineering Departments have both reviewed them and are recommending that these Pole Licenses be approved.

Thank you.

**Motion:**

**To approve the Petition and Pole License from PSNH, dba Eversource Energy, for one (1) new pole located on Webster Street.**

Enclosures



**TOWN OF HUDSON**  
Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Elvis Dhima, P.E., Town Engineer  
Jay Twardosky, DPW Director

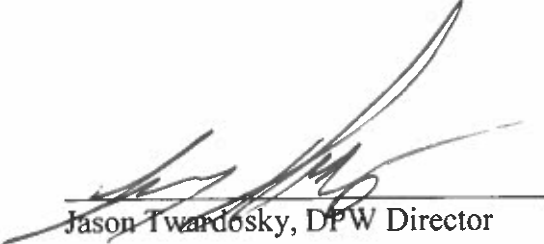
FROM: Doreena Stickney, Administrative Aide

DATE: April 19, 2024

RE: Petition and Pole License for one (1) new Pole, 3/59, on **Webster Street** in the  
Town of Hudson, as per attached for PSNH, dba Eversource Energy

Attached please find one (1) Pole License Petition from PSNH, dba Eversource Energy, for a new pole on **Webster Street** in Hudson. Please sign below to verify that you have reviewed and approve these licenses.

Thank you.

  
\_\_\_\_\_  
Jason Twardosky, DPW Director

  
\_\_\_\_\_  
Elvis Dhima, Town Engineer

Attachments

**PETITION AND POLE LICENSE  
PETITION**

Manchester, New Hampshire

April 17, 2024

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one ( 1) pole(s), 3/59 on Webster Street in the Town of Hudson.

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY**



BY:  
Elizabeth Jeffrey, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 17th day of April, 2024, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 21-1707, dated 4/17/2024, attached to and made a part hereof.

Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the Town of Hudson, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Town Clerk

**PETITION AND POLE LICENSE  
PETITION**

Manchester, New Hampshire

April 17, 2024

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one ( 1) pole(s), 3/59 on Webster Street in the Town of Hudson.

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY**



BY:  
Elizabeth Jeffrey, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 17th day of April, 2024, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 21-1707, dated 4/17/2024, attached to and made a part hereof.

Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the Town of Hudson, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Town Clerk

In accordance with the requirements of RSA 72:23, I (b) this licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.

Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality within the Town of Hudson pursuant to this license shall (unless otherwise exempt under RSA 72) be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the municipality within the Town of Hudson pursuant to this license.

The license granted herein, and the duty to pay properly assessed real and personal property taxes, shall apply to any other entity, now or hereafter, using or occupying municipal property pursuant to this license. The duty to pay properly assessed real and personal property taxes shall apply both to the owner and joint owner of any such pole or conduit, or an attacher to or user of said pole or conduit, pursuant to permission or by agreement of the owner of said pole or conduit. Within 90 days of the adoption of this amendment, the licensee(s) and any other users, occupying or using municipal property pursuant to this license, shall be responsible for notifying the Clerk of the Town of Hudson as to the use of the poles and conduits hereby licensed. Such notification shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits.

As a condition of this license, the licensee shall, on an annual basis, beginning on February 1, 2015, provide the Clerk of the Town of Hudson with a complete list of each entity attaching to, or using any pole or conduit licensed hereunder. Said list shall be updated annually and shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits. In the event that attachments and/or equipment is removed during the course of the year, written notification, containing the specifics thereof, shall be provided to the Town Clerk.

The changes to the within license set forth in the preceding paragraphs shall take effect April 1, 2014 and shall remain in effect until changed in accordance with the requirements of RSA 231:161163.

# POLE LOCATION PLAN

EVERSOURCE

DATE 04/17/2024

LICENSE NO. 21-1707

MUNICIPALITY: Hudson

STATE HWY. DIV. NO. 5

STREET / ROAD: Webster Street

STATE LICENSE NO. \_\_\_\_\_

PSNH OFFICE: Nashua

WORK REQUEST# 5377732

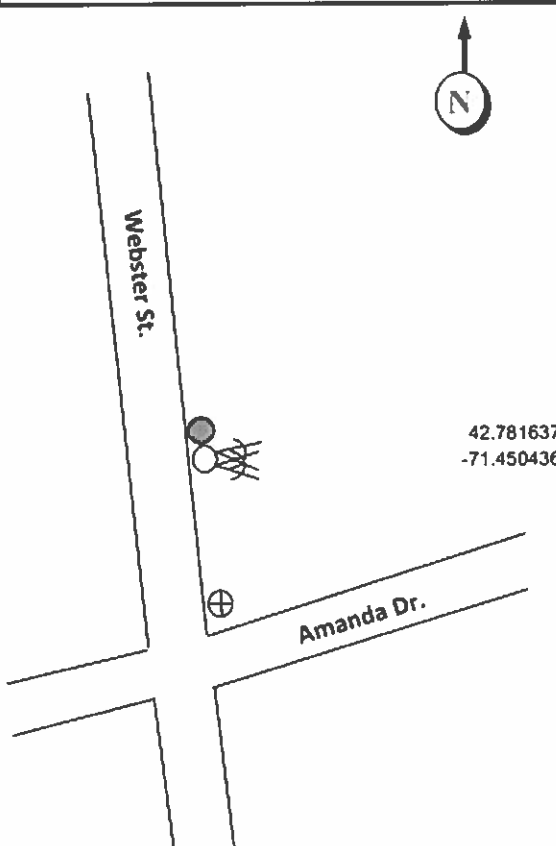
PSNH ENGINEER: Paul Duprey

WORK FINANCIAL # 80059257

TELCO ENGINEER:

TELCO PROJECT # \_\_\_\_\_

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL	REMOVE	REF	100% LTS	J/O	100% TEL	Span	DIST FROM EOP	Remarks	DOC REQ
LTS	TEL			POLE	PB	⊕	⊕	Λ	Λ				
<u>3</u> 59	<u>58</u>	<u>45-2</u>											



42.781637  
-71.450436

+/-  
5

TEL JO pole  
ES Rmv/Install JO pole

M

124'

REF pole  
Span to pole 3/59



APR 22 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

**RAFFLE PERMIT**

Hudson, New Hampshire

Name of Organization: Dalton Shumsky Foundation

Address: 1e Linda Street.

Raffle Benefit of: Dalton Shumsky Foundation

Date & Time of Raffle: August 24<sup>th</sup> 2024 2 pm

Raffle to be held at: VFW - Hudson Bockes R.D.

Prizes: Kids games + toys, lottery tickets, outdoor grilling  
Candy, candles (all baskets donated changes each year)

Date of Ticket Sales: Aug 24<sup>th</sup> 2024

*(must be after date of Board of Selectmen approval)*

Applicant's Signature/Address/Phone Number

Michelle Goyette  
Applicant's Signature

Michelle Goyette  
Applicant's Printed Name

1e Linda St.  
Address

(603) 566-7743  
Phone Number

Approved on: \_\_\_\_\_ by

**HUDSON BOARD OF SELECTMEN**

Chairman \_\_\_\_\_

Selectman \_\_\_\_\_

Selectman \_\_\_\_\_

Selectman \_\_\_\_\_

Selectman \_\_\_\_\_

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

*Agenda*  
5-14-24



RECEIVED

MAY 09 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

**RAFFLE PERMIT**

Hudson, New Hampshire

Name of Organization: Friends of Benson Park

Address: 19 Kimball Hill Rd / P.O. Box 91 / Hudson, NH

Raffle Benefit of: Friends of Benson Park

Date & Time of Raffle: 9/14/24 3:30 P.M.

Raffle to be held at: Benson Park

Prizes: Assorted Summer fun kids games, camping equip.

Date of Ticket Sales: 9/14/24  
*(must be after date of Board of Selectmen approval)*

Applicant's Signature/Address/Phone Number

*Natalie Newell*  
Applicant's Signature

Natalie Newell  
Applicant's Printed Name

19 Kimball Hill Rd / Hudson, NH  
Address

(603) 321-0988  
Phone Number

Approved on: \_\_\_\_\_, by

HUDSON BOARD OF SELECTMEN

Chairman \_\_\_\_\_

Selectman \_\_\_\_\_

Selectman \_\_\_\_\_

Selectman \_\_\_\_\_

Selectman \_\_\_\_\_

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



## HUDSON, NEW HAMPSHIRE BOARD OF SELECTMEN

### Minutes of the April 23, 2024 Meeting

1. CALL TO ORDER – by Chairman Guessferd the meeting of April 23, 2024 at 7:01 p.m. in the Selectmen Meeting Room at Town Hall.
2. PLEDGE OF ALLEGIANCE – Selectman Captain Cayot, Hudson Police Department
3. ATTENDANCE
  - Board of Selectmen: Dillon Dumont, Bob Guessferd, Dave Morin, Heidi Jakoby, Kara Roy
  - Staff/Others: Tad Dionne – Police Chief; Dave Cayot – Police Captain; Jay Twardosky – Public Works Director; Lisa Labrie – Finance Director; Grace Kennedy – School Board Representative; Town Administrator Steve Malizia – excused.
4. PUBLIC INPUT – None.
5. RECOGNITION, NOMINATIONS & APPOINTMENTS
  - A. Resignation
    - 1) Marcus Nicolas – Zoning Board of Adjustment  
Selectman Dumont made a motion, seconded by Selectman Roy, to accept Marcus Nicolas' resignation from the Zoning Board of Adjustment with the board's thanks and appreciation. Carried 5-0.
  - B. Nominations
    - 1) Gary Williams – Benson Park Committee - (2 member vacancies expiring April 2026 and 2027, 1 alternate vacancy expiring April 2025)

Chairman Guessferd recognized Mr. Williams who introduced himself and said, my name is Gary Williams, 22 St. Laurent Dr. I am a regular member of the dog park since I moved up here. Since day one I've brought my dogs down there. I've been seeing it deteriorate since day one 'til now. I wanted to try and fix it in some way and someone mentioned to join the committee that they have. Great! Where do I sign up? I get my word out that I could help a little bit and some people that I know can help quite a bit in bringing this park back. I remember when I first got there it was all green grass. Beautiful. The rain has now just washed it all away. I think in a few years it's going to be down to granite and you won't have any park there. So I want to be able to put my two cents in and see if we can go hunting for help in putting it back together.

Jack Madden, chair of the Benson Park Committee said he was speaking in support of Gary Williams to join. He's too modest, he's an active volunteer in the park. He retired from Sunshine Construction, he understands how to do stuff with dirt out in the field. And, he has access to friends who have equipment and I think it would be a good thing for the park to have a knowledgeable person such as himself working with the park since we just lost two members. So, I'm standing in support of him being nominated. Chairman Guessferd asked Mr. Madden's address for the record. Mr. Madden answered, 23 Weymouth Court here in Hudson. Chairman Guessferd thanked both men and recognized Selectman Roy who asked, which vacancy he wished to fill. Mr. Madden replied that it's a moving target and that Lorrie sent him an email indicating she was trying to straighten this out. Essentially the most recent member who joined, Nathan Muir, he was supposed to have joined to replace Nancy Caron's position who is a permanent member. Lorrie never got the piece of paper saying Nancy resigned last year. So she didn't put him there, she put him in an alternate position. So really needs to move there and then with the death of Scott, he was an active member, but he only has a year left on his term. So, we have to figure out, I mean you'd be next in line which probably, I don't know, I'll talk to Lorrie about it whether we put him in a full 3-year or put him to fill out Scotts. But then we got, I think we have that one regular member then two alternates to have to fill. I already have names in the que that who are interested. Did I confuse you enough now?

Selectman Jakoby is recognized and asked if Gary had a preference to which position you were looking to whether it was a one year or three year commitment? Mr. Williams said he wasn't sure what the position entails. I don't know any background, I was offered to come here tonight, asked to come here tonight. Maybe I could get some input because I'm not sure what I'm supposed to do with this position if I'm brought into it. Whatever position is open and convenient for everybody that would be great. Selectman Jakoby added that she wanted to thank him for coming forward when he saw something, you decided to come and volunteer. So, I want to thank you for that as well.

Chairman Guessferd agreed that was what volunteerism is and it's great to see. Mr. Williams said it's pretty hard to volunteer for something if someone doesn't guide you in the way to volunteer. I mean you can go down there and help clean up the trash or clean up this and that. To join a group it's nobody knows which way to go most of the time. So, it was convenient for the people down there to show me the way. Selectman Jakoby said thank you for your flexibility because then he can fill the role that best suits him and suits the committee. Chairman Guessferd reminded them to let them know which position he decides to take. Mr. Madden added he'll talk to Lorrie, I'll dig out the letter that Nancie sent to resign. So, I'll straighten that out and see what we have left.

Chairman Guessferd: So the way this works is we talked with the nominee and then the next meeting we'll vote on it. So we'll vote on it, I think our next meeting is May 13<sup>th</sup>, so we will be voting on it at that point. Anybody else?

2) Mike Catanzaro – Conservation Commission: (1 alternate vacancy expiring December 2025)

Chairman Guessferd notes Mike Catanzaro is applying for the commission and that he was not present. He continued to note he is a member of the Benson Park Committee and Mr. Madden returned to concur his membership. And that he has been on the committee for about a year. Mr. Madden also noted that Mr. Catanzaro is very interested to continue to work for the town. There is a lot of synergy between the Benson Park Committee and the Conservation Commission as far as doing stuff. One example is the new GIS map system. It would be good for Benson's Park Committee and it'll be good for the Conservation Commission if he joins. So I stand in support of him doing that.

Chairman Guessferd asked if the Board in favor of next time, meeting, voting one way or the other? To wait until then even though he couldn't be here tonight? The Chairman thanked Mr. Madden for speaking. Selectman Dumont: I'll add he's at every meeting, he shows up, he has valuable input. He has been a great asset to Benson Park Committee and I think he'll be the same for the Conservation Commission. So with him being an incumbent member, I think that would be appropriate to vote on the next meeting around, but that's up to the rest of the Board. Chairman Guessferd: This is an alternate vacancy expiring December 2025. Chairman thanks, Mr. Madden.

3) Alyssa Hanley – Sustainability Committee: (2 member vacancies expiring April 2027, 1 alternate vacancy to expire April 2025)

Chairman Guessferd acknowledges Alyssa Hanley and notes she is not present. He notes there are two member vacancies expiring April 2027, 1 alternate vacancy to expire April 2025. He says without her here we'll take this vote up next time. Or, we could defer her to come back. Selectman Roy said typically what happens is if Lorrie could reach out and see if she's available the next meeting. Chairman Guessferd agreed and said that they could at least get a chance to talk with her before they do anything else. Board agrees.

4) Derrick Dike – Sustainability Committee: (2 member vacancies expiring April 2027, 1 alternate vacancy to expire April 2025)

Chairman Guessferd asks if Derrick Dike was present. Having not been present, the Chairman says the Board will do the same as they did for Ms. Hanley and see if he can come in for next week's meeting. Selectman Dumont: Did they maybe think they had to go to the Sustainability Committee? Chairman Guessferd: I don't know, they weren't there last night because we had the Sustainability Committee meeting. And we will go ahead and defer this until the next meeting as well.

C. Appointments

- 1) Craig Putnam – Sustainability Committee, incumbent alternate member: (3 member vacancies expiring (1) April 2025 & (2) April 2027, 1 alternate vacancy to expire April 2025)

\*These numbers reflect changes discussed below

Chairman Guessferd: I can tell you by my perspective I serve on the Committee with Craig. He has been kind of heading up our HEAC, Power sub-committee. He was behind a lot of the efforts there, he's been very active with the Sustainability Committee. Do we have a motion to appoint him? Selectman Morin made the motion to appoint Craig Putnam as an alternate member to the Sustainability Committee for the term ending April 2027. Do we have a second? Selectman Jakoby said she would second that motion. Selectman Dumont: We're doing an alternate member to expire April of 2025? Chairman Guessferd: Well there's two member vacancies and two alternate vacancies. Selectman Dumont: Oh, OK. Mine only has 1 alternate vacancy. Selectman Morin: You said alternate, put him in the alternate. Board agrees. Chairman Guessferd: He is an incumbent alternate member. Board: We thought he was a full member. Chairman Guessferd: I did too, it struck me as odd. Selectman Jakoby: He is requesting alternate Sustainability Committee. Chairman Guessferd: I'm not sure exactly why, but if that's what he's requesting, then that's it. Selectman Dumont: Is that expiration date 25 or 27 because my copy shows 25. Chairman Guessferd: This says 25 and 27 but there's two openings. Selectman Jakoby: The regular member openings look like 27. Chairman Guessferd: Two member vacancies April 2027, to alternate 2025. The Board agrees there are typos to be fixed. Selectman Morin: Do you want to, he's not going anywhere. Do you want to just make sure we've got the correct information? I thought he was a regular member. Before we make him an alternate and have to .... Chairman Guessferd: So, why don't we defer that to the next meeting and make sure we get the correct information. Board agrees.

- 2) Peter Lanzillo – Cable Utility Committee, incumbent member: (6 member vacancies expiring (3) April 2027, (2) 2025, (1) 2026

Chairman Guessferd: I've been serving on the Cable Committee and he's very active, he's very much involved and I think he has a show of his own that he does. I think he's a vibrant member of the committee, I think he'd be good to continue him if the Board so chooses. Selectman Roy made a motion, seconded by Selectman Morin, to reappoint Peter Lanzillo to the Cable Utility Committee with a member vacancy expiring April 2027. Carried 5-0.

6. CONSENT ITEMS

Chairman Guessferd asked if any board member wish to remove any item for separate consideration.

Selectman Jakoby: I was reviewing the minutes and I would just ask those, both sets of minutes to be put separately. So that's 6E1 and 6E2. Chairman Guessferd: Ok, so you're going to talk about your reasons when we get there. Selectman Jakoby agreed. Chairman Guessferd asked if there was a motion to approve consent items 1, 2, 3, 4, 5, 6, 7, 8 & 9 and B, C, D & F. Selectman Roy made a motion, seconded by Selectman Dumont, to accept Consent Items 6A-D & F. Carried 5-0.

A. Assessing Items:

- 1) Solar Exemptions: 8 Paradise Ln. – map 254/ lot 011; 4 Rega Ave. – map 228/ lot 030; 44 Robinson Pond Dr. – map 134/ lot 039; 7 North Ridge Rd. – map 139/ lot 018; 41 Cottonwood Dr. – map 203/ lot 043; 13 Rega Ave. – map 228/ lot 038; 10 Shoreline Dr. – map 147/ lot 001/ sub 028; 45 Webster St. – map 173/ lot 049; 22 Sanders Rd. – map 242/ lot 003; 6 Paula Cir. – map 191/ lot 024/ sub 002; 137 Standish Ln. – map 194/ lot 010/ sub 005; 5 Lorraine St. – map 198/ lot 120; 1 Blackstone St. – map 183/ lot 011; 33 B St. – map 191/ lot 071; 5 Blackstone St. – map 183/ lot 068; 2 Shoreline Dr. – map 147/ lot 001/ sub 031; 3 Schaeffer Cir. – map 253/ lot 068/ sub 001; 18 B St. – map 191/ lot 039; 54 Ledge Rd. – map 166/ lot 012; 32 Cedar St. – map 197/ lot 128; 4 McCrady Dr. – map 136/ lot 007; 25 George St. – map 175/ lot 021; 15 Porter Ave – map 190/ lot 068/sub 001; 54 Adelaide St. – map 175/ lot 153/ sub 003; 53 Sullivan Rd. – map 163/ lot 010; 41 Winnhaven Dr. – map 197/ lot 069; 9 Muldoon Dr. – map 246/ lot 052; 5 Brookfield Rd. –

map 241/ lot 058; 132 Highland St.- map 167/ lot 046; 100B Pelham Rd. – map 193/ lot 015; 5 Monroe Dr. – map 167/ lot 089; 35 Cedar St. – map 197/ lot 098; 31 Moose Hill Rd. – map 207/ lot 008/ sub 007

- 2) Elderly Exemptions: 20A Quail Run Dr. – map 216/ lot 018/ sub 060; 8 Phillips Dr. – map 156/ lot 040; 8 Rena Ave. – map 228/ lot 028; 59 Lowell Rd. – map 197/ lot 041; 182A Old Derry Rd. – map 102/Lot 002/ sub 001; 3 Vinton St. – map 183/ lot 071; 18 Stoney Ln. – Map 116/ lot 088; 204 Elmwood Dr. – map 156/ lot 063/ sub 016; 23 Mobile Dr. – map 178/ lot 013/ sub 103; 5 Cobblestone Dr. – map 184/ lot 027/ sub 001; 6 Blackstone St. – map 183/ lot
- 3) Veteran Tax Credits: 30 David Dr. – map 118/ lot 040; 5 Wyman Dr. – map 140/ lot 002/ sub 043; 5 Bruce St. – map 234/ lot 019; 37A Shadowbrook Dr. - map 177/ lot 005/ sub 111
- 4) All Veterans Tax Credits: 157 Highland St. – map 158/ lot 030; 30 B St. – map 191/ lot 074
- 5) Veteran Tax Credit and Solar Exemption: 4 Wagner Way – map 157/ lot 027
- 6) Charitable Exemption: 30 Richman Dr. – map 237/ lot 057
- 7) Gravel Warrant/Excavation Tax: 129 Greeley St. – map 140/ lot 001; 89 Greeley St. – map 141/ lot 001; 85 Greeley St. – map 150/ lot 013; 53 Old Derry Rd. – map 122/ lot 002
- 8) Tax Deferral Application: 38B Barretts Hill Rd. – map 151/ lot 005
- 9) Institutional Property Tax Exemptions:
  - a) Charitable Exemption Requests: Kiwanis Club of Hudson, Inc. – map 190/ lot 015; The PLUS Company – map 242/ lot 058; Area Agency Properties, Inc. – map 106/ lot 006 and map 190/ lot 085; Goodwill of Northern New England – map 222/ lot 041/ sub 001; Southern New Hampshire Medical Center – map 109/ lot 010; Alvirne School Trustees – map 147/ lot 027
  - b) Exempt by Specific Statute: Hudson Grange #11 – map 168/ lot 122
  - c) Exempt by Specific Statute: VFW Hudson Post 5741-map 136/ lot 036 and map 182/ lot 100; American Legion Post 48 – map 182/ lot 030 and lot 022
  - d) Religious Exemption Requests: Community Church of Hudson – map 182/ lot 049; New Life Christian Church – map 228/ lot 054; Hudson Congregation of Jehovah’s Witnesses – map 140/ lot 047; Roman Catholic Bishop of Manchester – map 166/ lot 001; map 166/ lot 017; map 235/ lot 009; map 182/ lot 129; Sisters of the Presentation of Mary – map 210/ lot 010; United Pentecostal Church/Parsonage – map 156/ lot 035; First Baptist Church of Hudson – map 176/ lot 034

B. Water/Sewer Items:

- 1) Water Abatement: W-UTL-24-01 (04/11/2024) Granite State Plastics

C. Licenses & Permits & Policies:

- 1) Re-adopt Fund Balance Policy
- 2) Re-adopt Investment Policy

D. Donations: None

E. Acceptance of Minutes:

Chairman Guessferd recognizes Selectman Jakoby: I would like to defer the approval of these two sets of meetings to our next meeting. I did find, I think they’re very well done, there’s some typos that I just want to review. On the first set of minutes for March 26<sup>th</sup> I am aware that the first public input person, Jerry Bento, did submit his statement in writing to Mr. Malizia, so that needs to be reflected here. And then

there's just a few, you know usual little typos I just wanted to correct and didn't want to take time here to correct them. So I didn't know how that worked. Selectman Morin: Accept the minutes as they are with the corrections we can move forward, won't have to put these off. She can talk to Lorrie. We can accept the minutes as is. Selectman Jakoby: And then just bring the typos to Lorrie? Board agrees.

Chairman Guessferd: OK, now we go back here and make a motion to accept 6E.... Selectman Jakoby made a motion, seconded by Selectman Dumont, to accept consent item 6E1 & 6E2 with minor typographical corrections of which I will provide to the Town Administrator. Carried 5-0.

F. Calendar:

04/23	7:00	Board of Selectmen	BOS Meeting Room
04/24	7:00	Planning Board	Buxton Meeting Room
04/25	7:00	Zoning Board	Buxton Meeting Room
04/26	10:00am	Cemetery Trustees	Sunnyside Cemetery
04/29	7:00	Planning Board – ZORC	Buxton Meeting Room
05/01	7:00	Budget Cmte.	Buxton Meeting Room
05/08	7:00	Planning Board	Buxton Meeting Room
05/13	7:00	Cable Utility Cmte.	Cable Access Center
05/13	7:00	Conservation Comm.	Buxton Meeting Room
05/14	7:00	Board of Selectmen	BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on April 9, 2024

- 1) Selectman Morin made a motion, seconded by Selectman Dumont to agree to the request from the Hudson Administrative and Support Staff AFSCME Council 93 Union to add the positions of Senior Services Coordinator and Office assistant to the unit at Grade 1, Step 3 and Grade 1, Step 1, respectively, and to authorize the Town Administrator to sign the modification permit. Carried 5-0.
- 2) Selectman Roy made a motion, seconded by Selectman Dumont to unseal the minutes of the Board of Selectmen non-public session of July 26, 2022. Carried 5-0.

8. NEW BUSINESS

A. Request to Advertise and Post Internally for a Mechanic Position

Chairman Guessferd recognizes Public Works Director, Jay Twardosky. Good evening. Unfortunately we had a probationary employee that didn't work out, so we have a vacant mechanics position and that's what we're requesting to be able to post internally and advertise at the same time. Chairman Guessferd asked if there were any comments from the Board, they said no. Chairman Guessferd asked if anybody would like to make a motion to authorize the Public Works Department to advertise and post for the mechanic vacancy in the Public Works Department. Selectman Morin made a motion, seconded by Selectman Roy to authorize the Public Works Department to advertise and post for the mechanic vacancy in the Public Works Department. A roll call vote was taken. Carried 5-0.

B. Replacement of Crime Scene / Accident Reconstruction Van

Chairman Guessferd recognized Police Chief, Tad Dionne. And with him, for the record, is Captain Cayot. Police Chief Dionne: Thank you Chairman. Good evening. Our current crime scene vehicle is from, was a purchase in 2007, it's actually a 2008. It has unfortunately it's starting to show its age, it sits in the elements all the time. Now we have carports, but, up until now it sat in the elements all the time. It doesn't have a lot of mileage,

but, it has a lot of age. We are looking to expend the rest of our budget for this year, making a down payment on a new 2024 Ford Transit Van. And all the up-fitting which includes whole back end of it, cabinets space, heaters, etc. And then use part of our budget for next year when the vehicles complete to pay for it. And before we go to the motions, I don't know if anybody had any questions on that that I can answer. Selectman Roy: How often is that used? Chief Dionne: That's a great question. So will take it out to all the traffic accidents with a reconstruction team. Anytime you hear us moving where the reconstruction team that goes out. Any major crimes, you know, robberies, certain burglaries where we're going to need a lot of supplies and/or any time we're dealing with the elements it's very helpful to have that as well. We also use it for events, you'll probably see it rolling in June, like we use it for community events. You'll see it roll out for the Torch Run in June, Special Olympics as well. Obviously we bring it to event days like Old Home Days, National Night Out stuff like that. We use it during the Touch Truck, stuff like that. The problem is, to your point Selectman Roy, it's going out 5 miles. It gets a lot of use it, we don't put a lot of miles on it but it takes a beating or it has up until now because it sits in the snow. The only time we move it in the winter if it's not rolling is to plow. And of course we run trickle charge on it but things with gaskets and they dry up, fluids and if it's not running.... We generally, we have assigned people in times where it's not running just to drive it, take a couple laps around the block and bring it back just because it has to move. So it serves its benefits when we need it and then other times it's just sitting there. So now, obviously with car ports we expect to get a little bit, we predict a much longer life out the next one. And we're in good shape. I think we're in good shape as far as, just for a little bit of track record we added a vehicle before this Board a couple years ago, an additional vehicle, and then COVID hit. We didn't put any miles on cars for a while, so with the additional vehicle that we added to the fleet and with, we have lower miles on cruisers now so we're trying to extend them. I've talked to the Finance Director about that before. And we're trying to extend the length of them so, I think we'd be in shape next year to even be able to still purchase two cruisers if the mileage supports that, as well with doing it this way. Any other questions? Chairman Guessferd: So we're waiving the competitive bid process. Can you just kind of explain? Chief Dionne: Yes. So MHQ or McGovern HQ, in Mass. has extended, they won the bid again for the greater regional Boston police council. The greater Boston police council and the metro area police council. And they won an extension again, so this is I don't know how many years in a row, but, they're extended to August, I'm sorry, October 31<sup>st</sup> of 2024. They are coming through every time as the award winner in the Boston area because they price right. If that helps at all. Chairman Guessferd: Yeah. It's just making sure we're obviously getting the best deal that we can. Chief Dionne: The last time we had it, the last time we used a New Hampshire bid winner they couldn't produce the vehicles right before we tried to (inaudible) spend them. That has been one of the issues with McGovern is they've been, they're there. They're there for us and they've been there for a lot of... Selectman Morin: So basically they're the best low bid that you can find. Chief Dionne: They are. And, they've already gone through the bidding process in the Mass. area but we fall in that area as well. Chairman Guessferd: OK, so let's just make sure the documentation is in the file for that. Chief Dionne: If that didn't go in I apologize. I thought we did put that in. Chairman Guessferd: You do have the request for proposal bid checklist. Chief Dionne: Were you looking for something else on that, I can add to it. Chairman Guessferd: Maybe just in there as the ration of what you just said, basically. A sentence or two that says that they are the low cost provider. It's just for the record. When we waive the bid process I like to make sure we have. Chief Dionne: So I have a funny story to that if you want to hear it really quick. Chairman Guessferd: Sure. Chief Dionne: I had originally asked Captain McElhinney to add to that. And he said the more I add in that block it just makes the print smaller and smaller and smaller so ... I said OK, I can explain it when we get there. Chairman Guessferd: Alright, even just hand write ... Chief Dionne: We could do that. I'll do it on a PDF next time so we have it all written out properly. Chairman Guessferd: Anybody else? That sounds good. So we have three motions. Selectman Roy: Excuse me, I do have a question. What is the total cost of the vehicle, I don't see it. Chief Dionne: It's so the total cost of the vehicle is \$142,225.65. That includes all the outfitting. The outfitting is quite a lot than the actual vehicle. Selectman Roy: OK.

Chairman Guessferd: So motion number one is to, do we have a motion to waive the competitive bidding requirements as outlined in Hudson Town Code 98-1C and allow the Police Department to award the bid to McGovern Municipal Group HQ? Selectman Morin made a motion, seconded by Selectman Roy to authorize the Police Department to waive the competitive bidding requirements as outlined in Hudson Town Code 98-1C and allow the Police Department to award the bid to McGovern Municipal Group HQ. A roll call vote was taken. Carried 5-0.

Chairman Guessferd: Motion number two, is to accept the Police Department's recommendation to use the remaining FY24 funds in the Police Patrol Automobiles account #5630-402 which currently has a balance of \$42,965.32. This balance would be used as a down payment to purchase on (1) Ford Transit Cargo Van from McGovern Municipal Group. Selectman Dumont made a motion, seconded by Selectman Jakoby to accept the Police Department's recommendation to use the remaining FY24 funds in the Police Patrol Automobiles account #5630-402 which currently has a balance of \$42,965.32. This balance would be used as a down payment to purchase on (1) Ford Transit Carqo Van from McGovern Municipal Group. A roll call vote was taken. Carried 5-0.

Chairman Guessferd: So from a cost prospective, from our budget prospective even though this sounds like it was an unexpected expense, we're still in good shape for the year end, right? Chief Dionne: Yes. Not an unexpected expense as much as we're trying to figure out when we could have made this move. We've heard from our mechanics before that we're having issues with some rot underneath the chassis area so we've been trying to figure out how we're going to do this. Chairman Guessferd: And my only other comment was going forward, it won't be parked in the snow will it? Chief Dionne: No. It will not, as you know.

Chairman Guessferd: So, do we have a motion to that effect? Selectman Roy made a motion, seconded by Selectman Morin. A roll call vote was taken. Carried 5-0.

Chairman Guessferd: OK, and the third motion. To accept the Police Department's recommendation to use funds from the FY25 budget to pay the remaining balance of this purchase, at time of delivery, in the amount of \$99,260.33. This does include the cost of up fitting the vehicle with new equipment. Selectman Morin: My only question is, I fully agree with this, but, can we do that when we don't have a budget yet? Chairman Guessferd: Well the FY25 budget ... Selectman Morin: Oh, yes we do. It passed, disregard that. Selectman Dumont made a motion, seconded by Selectman Jakoby to accept the Police Department's recommendation to use funds from the FY25 budget to pay the remaining balance of this purchase, at time of delivery, in the amount of \$99,260.33. This does include the cost of up fitting the vehicle with new equipment. A roll call vote was taken. Carried 5-0.

#### C. Request for NRA Law Enforcement Range Fund

Chairman Guessferd: So now next is a request for the NRA Law Enforcement Range Fund. Police Chief Tad Dionne is recognized. Thank you. So we obviously, we're under contract now with MT2 to actually clean and mitigate lead up at our range. It turns out we were able to locate a 2024 grant and it doesn't, there's nothing, we're asking permission to apply for the grant at a 50% match. It's going to cost us about \$31,000 to mitigate the lead up there. We're using asset forfeiture for that. But if we could get, if we were able to apply for this grant and get 50% back that would be wonderful as well. And again, we're kind of sifting through what whether or not we would be accepted. But, it looked like a good one to put in for, it does not say that it can't be work that was completed. As a matter of fact there's a point in there on that so that's the hang up for us is if we get the work done, which is scheduled for May 6<sup>th</sup> then we haven't heard acceptance yet. Would that be, would be allowed to get the grant or not. Not 100% sure but it doesn't tell us that that's not acceptable. As a matter of fact, it indicates in there that is acceptable. Chairman Guessferd: As a reimbursement. Chief Dionne: Our first step would be to apply here for it then if we were accepted to come back to the Board and ask for an acceptance. Selectman Morin: Do we get anything from what they recover out of there? Chief Dionne: We do. There is a, it's taken in different avenues, they can give us credit towards purchasing stuff that is for the range, etc. So there's a couple different methods we can use to get some of that back. But, there is a, I think it's 50/50. Chairman Guessferd asked if there was anyone else.

He continues to say he wanted to ask timing of all this. We apply for the grant right away, we expect it's going to be awarded before the fiscal year? Chief Dionne: I don't know when it would be awarded. Especially this is not a government grant so usually you can go with the government grants like, exactly, spot on as when they're going to release funding. But, I don't know exactly when it'll be awarded. We will delve into that as we move along. If we have the permission to look into it. Chairman Guessferd asked if there were any other questions. Ok, we need a motion to authorize the Hudson Police Department to apply for the NRA Law Enforcement Range Fund. The grant is for range improvement projects and would require a 50% matching obligation. To this end, the Hudson Police would be responsible for \$15,750.00 which we intend to fund through Asset Forfeiture. Selectman Dumont made a motion, seconded by Selectman Morin to authorize the Hudson Police Department to apply for the NRA Law Enforcement Range Fund. The grant is for range improvement projects and would require a 50% matching obligation. To this end, the Hudson Police would be responsible for \$15,750.00 which we intend to fund through Asset Forfeiture. A roll call vote was taken. Carried 5-0.

Chairman Guessferd: One quick question before we vote. If you can explain, I think we all understand here what, but maybe not everyone does, what Asset Forfeiture is. Chief Dionne: Sure, so certain cases that we've been involved in through the years with the federal government and using our task force officers. When those cases come to fruition if certain assets of a drug trade were seized, then we are able to apply for a portion of those seizures in return to the Hudson Police Department to help fund our, or help reimburse us for some of the funding that it costs to do that work. Chairman Guessferd: OK, I just wanted to make sure people understood. So, there's no impact to the tax payer. Chief Dionne: Correct, this does not impact the tax at all. As you know we have a more than one TFO, Task Force Officer, who works with the federal government task force team. We have an opportunity sometimes we've been actually been involved in some very big cases, so that's been helpful. Selectman Roy: Is there something you have to apply for or do you have an account that has that money in it? Chief Dionne: We do have an account that has that money in it. Selectman Roy: How much money is in that account? Chief Dionne: Upwards of about around \$300,000. So we have parameters of what we can use it for. We've been using it a lot more lately to help offset some of our costs. Chairman Guessferd asked if there were any more questions.

D. Apply for the Patrick Leahy Bullet Proof Vest Partnership Program Grant

Chairman Guessferd recognizes Chief Dionne. So, I came before the Board in 2022 on the same grant which provides 50% matching from the government to purchase both, either replacement or new vests. We are still under acceptance with that last one I went because it goes until August 31, 2024. But, we are now looking at applying again for one that would extend us out to August 2025. We're looking to purchase 16 replacement vests. We have a cycle, a large cycle right now that are going into expiration. So we are going to be making these purchases one way or the other. So, this is a great opportunity to get a 50% match on that. So the total cost for us would be about \$18,400 so the match would be \$9,200 on that. So we're asking to apply for this and if obviously we are allowed to apply for that when we get accepted we'll come back. When we get awarded, excuse me, we'll come back for acceptance. Chairman Guessferd asked if there were any questions. We have a motion then to authorize the Hudson Police Department approval to apply for the Patrick Leahy Bullet Proof Vest Partnership (BVP) Program Grant in the amount of \$9,200.00. The grant is the partial reimbursement cost for replacement bullet proof vests purchased from now until August 31, 2025. Selectman Roy made a motion, seconded by Selectman Dumont to authorize the Hudson Police Department approval to apply for the Patrick Leahy Bullet Proof Vest Partnership (BVP) Program Grant in the amount of \$9,200.00. The grant is the partial reimbursement cost for replacement bullet proof vests purchased from now until August 31, 2025. A roll call vote was taken. Carried 5-0.

Selectman Jakob: I just had a question. What's the number on that? \$91,200. It's different on this other piece of paper. OK. The Board discusses and agrees the actual price to be is the original of \$9,200.00. \*Changes are reflected in the motion above.



E. Application for Payment from Sewer Capital Reserve Fund

Chairman Guessferd recognizes Finance Director, Lisa Labrie. So, this is basically going to our capital reserves to replace money spent on capital reserves, sewer capital reserve improvements. The good news is we used \$80,000, I was going back to a prior agreement from the Board to use \$80,000 in donations that we have for line replacements. So, basically what we need to amend this to \$97,162.95 from the capital reserve fund. Selectman Roy: So what is it again? Director Labrie: \$97,162.95. Because we used donation money that we had received from 35 Sagamore and Greely Street. Chairman Guessferd: Do we have any other comments or questions from the Board? Can I have a motion to approve the disbursement from the Sewer Capital Assessment Reserve Fund in the amount of \$97,162.95 as requested by the Finance Director? Selectman Morin made a motion, seconded by Selectman Dumont, to approve the disbursement from the Sewer Capital Assessment Reserve Fund in the amount of \$97,162.95 as requested by the Finance Director. A roll call vote was taken. Carried 5-0.

F. 2024 Liaison Assignments

Chairman Guessferd: All of you should have received, I distributed them before the meeting, our assignments for this coming year. I will get them back to Steve Malizia, get him the format and get them on the website. In addition to that, there's one I didn't put on here because we have to basically, the ex-officio of the Planning Board has to be voted on. Has to be approved by the Board. So, I will entertain a motion. Selectman Morin: Discussion first. It's happened twice since I've been on the Board. There is a somewhere, and I don't know where, but the person that takes the Planning Board stays for their term, 3 years. And we did that, twice we had to deal with that so. The Board can make the decision, I'm just saying that's out there. Selectman Roy: But we already had this discussion and the rules for us, it's permissible under the RSA, is that every year it's voted on, instead of every three years. You can do it every three years of every year. Selectman Morin: Right, we can do it either, so I'm just making clear what we're doing. Chairman Guessferd: Yes, we'll keep this in mind for next year we can appoint somebody for the rest of their term. Selectman Morin: Why don't I make a motion before we do this then so it's in hard and we don't have this discussion because someone's going to bring it up? Selectman Morin made a motion, seconded by Selectman Dumont that every year the Board appoints the ex-officio member of the Planning Board as a Board. A roll call vote was taken. Carried 5-0.

Selectman Roy: I think it already says that. Chairman Guessferd: Yes, it's kind of belt and suspenders but, I think, let's just do it. Selectman Jakoby: I appreciate the clarity. I think it makes it absolutely clear, so I appreciate that motion. Chairman Guessferd: Now we have a motion to appoint a selectman, well, we'll get a motion. Is there any nominations? Selectman Dumont makes a motion, seconded by Selectman Roy, to nominate Chairman Guessferd as the ex-officio member to the Planning Board. A roll call vote was taken. Carried 5-0.

Chairman Guessferd: We also have to have an alternate. Selectman Dumont made a motion, seconded by Selectman Roy, to appoint Selectman Morin as the alternate ex-officio member to the Planning Board. A roll call vote was taken. Carried 5-0.

9. Selectman Liaison Reports/Other Remarks

Selectman Morin: I haven't had any meetings since our last Board meeting, but, I did take a tour of the Police station and I thank the Police Chief and Captain for a great tour. That facility is awesome. They got a lot of things they needed, they never had in the past. Talking with the employees they're extremely, extremely grateful and very excited to have the new building and everything that they now have, the more room and the locker rooms. What I noticed, and I gotta bring this up, we talked about the mats. And I got to see the mats, but, between and some other stuff that they have, there's a lot of pride and ownership and that's the reason they went down that road. And once you get in there and see it, I agree now, because it does bring that pride and ownership to that building of the officers when they come in. And the other thing the Chief had talked about was that we missed and

nobody saw, was what the employees did there to save a lot of money on this project. They did all the moving. There was a lot of painting that was done by members of the department and a bunch of other stuff so. They need to be thanked because again, it's their house but they did a lot and again that pride and ownership was right there with all that work. We can appreciate that if you could pass that on. Thank you. Chairman Guessferd: From the whole Board. I've seen it as well and it's, I did a walk through, as you have, and it's something special. Selectman Jakoby: Can I comment on my walk through? I want to agree with you whole-heartedly on that. And the amount of work that the employees did themselves, again, as you said, was really amazing. And the ways they economized through using some used boards and things that just blend in beautifully. Just the attention to detail and I really like the kitchen. I just had to say that.

Selectman Roy: I have nothing tonight, thank you.

Selectman Dumont: A little slow for me since last meeting, I didn't have too much going on. Both the warmer weather I do just want to tell everybody to keep an eye out for motorcycles and students walking around, too. So, just keep your eyes open and pay attention. Thank you.

Selectman Jakoby: Thank you Selectman Morin. I did do the Police station and then I also was able to walk and see the capped land fill. So I'm continuing to get to know our employees and get to know the Town. So, thank you.

Chairman Guessferd: I'll say on my part that I was there as well at the land fill. It was very informative it was appreciated to get the tour. My comments, so I'll start with Rec because it's always one of my favorites. There's some senior citizen programming going on right now. There's one called posture, it's a class for, obviously, posture and stability. So, that's going on. There's a couple trips. They will be going to the Newport Playhouse to see a cabaret show and have lunch. And there's a Beach Boys tribute as well with lunch, a second trip. So some good stuff there. The summer program, we continue to staff up and get registrations. But it did end on 4/14 the registrations for the summer program. They registered 275 children and brought in \$93,000 in income, in revenue. So that's excellent. Normal registrations will continue to stay open. So, it's just the early bird that was closed out. So people can still register their children up until it starts. Selectman Morin asked if they made that much on the early birds. Chairman Guessferd: Yes. 275 early birds. It's quite the program. The other thing was the father/daughter dance is coming up. May 17 & 18. Registration is open right now and it's Hollywood themed. Make sure to register on the website soon to lock in the Friday or Saturday. There's two days, there's a Friday and a Saturday. It's been very successful and that's a great thing for the community. The other thing is, last night as I mentioned, I was at the sustainability committee meeting and the big item we covered was the volunteer cleanup on Saturday. Selectman Jakoby was there. It was extremely successful. They were worried initially about having enough volunteers, because they have to have a certain number of volunteers. There was 24 volunteers. I think about half of them showed up that morning and hadn't previously signed up. But they showed up that morning and the only thing you would say is, if you want to do something like this, see if you can sign up ahead of time. I know a lot of people don't know what their plans are, what the weather's going to be like or anything like that. They were able to clean up Musquash Road from end to end. There were 30 large bags of trash, no recycling, and 24 large bags of trash. Plus some unusual larger items as well from what I've heard. We all know there sometimes we see those things out there. So they did a great job and they're looking into. There's a lot of thanks the police department, thank you. I think it was Officer Lambert, who was out there. Fire department lent us basically the Burns Hill Fire Station to congregate afterwards. There was food that was provided for lunch. That's another thing, if you didn't go out, you get lunch afterwards. Food is important, usually draws volunteers. So that was a real big success. What else from the sustainability committee? They're putting together a sub-committee on composting. It's in terms of you know, what options there are for citizens out there. Not necessarily Town sponsored per se, but, we can provide some information. They're doing some research and seeing what the options are, what other towns have done and more to follow there. And then planning board meeting is tomorrow night. I think we have another gas station is going to be coming up soon. It may be coming up tomorrow night, but, I'll report on that at the next meeting. Our fill-in Town Administrator ....

10. Remarks by Town Administrator: Finance Director, Lisa Labrie, is filling in for excused Town Administrator, Steve Malizia. Ms. Labrie said I have no remarks. Board laughs. Except that I hope he has a good vacation and he remembers to come back.

11. School Board Liaison Gary Gasdia: School Board member, Grace Kennedy, is filling for excused School Board Liaison, Gary Gasdia. Ms. Kennedy said thank you for having me. I will be here intermittently with our other school board member. So I'll bring you up to date a little bit. First of all school board meetings are always recorded and available on Hudson Cable TV. The only thing that is not recorded are, when we go into nonpublic sessions. They usually have to do with people who are employees. So it's a little bit of security for them and they go into things a little bit more in-depth than we might otherwise. And, therefore I hope people understand what is covered under a non-public session. The super intendant, Daniel Moulis is fantastic about giving us (inaudible) on our computers plus a hand-written one of all the curriculum instruction and assessment of date and all kinds of little things. This last month we had a special visitor, the education commissioner from the state, Mr. Edelblut, I believe his name is. He visited a second grade class at Hills Garrison. Alvirne ROTC, Junior, participated in flights at the Nashua Airport. Explorer stem camp will be occurring this summer. That's for students entering first grade going through sixth grade. Alvirne sophomore Quinn Bovel (sp?) competed in the 20/24 Rifle Olympics at U. S. Olympic training center in Colorado Springs. He qualified in the under 18 division. Hiring updates, the district is completing hiring for many of the teaching positions that includes science, English, language arts and special education teachers. Some fun activities in drama, the Hudson Middle School did a performance of The Adams Family and the Alvirne Class Act did drama performance of a show called "Honk". Ms. LeFrance's last performance as director of (inaudible). They have directed over 4 to 5 performances together. And I have a 33 year-old who was in drama and a 29 who was also in drama and they were fantastic about making sure all the kids got to participate and when they were feeling low about their performance, they were always able to boost everybody up, it was fantastic. Our last week at Alvirne High School and the Special Olympics of New Hampshire had a special sendoff for Liam McNeil who ran the Boston Marathon. A Greater Hudson Chamber of Commerce in their "A Night of Star" gave the Citizen of the Year Award to our moderator. He's not only the moderator for the Town but also for the School Board, Paul Inderbitzen. Fantastic man, just wonderful. Our last school board meeting, outside of the meeting we had a training session with talking about schools which was April 16<sup>th</sup>, talking about school rules and responsibilities, a nice thick book I got to take home and now I'll have to memorize it, I guess. We went over the warrant articles which were passed at the Town Deliberative sessions. Voting, Town votes, we often have the school board meetings, we often have groups that represent different aspects of the school community. This one the student council for Alvirne High School came, a student council leadership group came also. Future Farmers of America, (inaudible) and they gave us a rundown for about 20 minutes of every single award they won. It just lovely to see all these high school students participating. We talked about our district evaluation committee, looking at different ways how to evaluate teachers and there's going to be some changes in that. This is my first couple months being on the board, it's a lot of work but it's fun and I'm very, very encouraged by how intelligent and knowledgeable all the people on the Board is. I mean I know a lot about education, I do have a master's in education, I've worked in 7 different states. I've lived in Hudson for 23 years. But, these people are fantastic and I hope that in time I will be able to come to the level that they are. And I thank you for having me at the Board of Selectmen meeting tonight and I will see you at the next meeting also.

Chairman Guessferd: Well thank you very much for coming. I do have a couple late breaking, one of them is associated with the groups at Alvirne. Recently there was a taping, we taped, it was a follow-up of what we talked about with the Junior ROTC group that's a little bit under-manned right now. So, the idea was to bolster knowledge and awareness of the program. Maybe recruit some more kids and parents interested in bringing their high school kids there. It's a great program, I was present at the, it was a rental table basically, about a 30 minute discussion. So if anybody out there is interested, please go to HCTV and you'll find it on their web site. There's a lot of good information there and they're looking for additional high school students to join the program. Which is just an excellent program that teaches all about citizenship, it's not about the military. It's about citizenship, so encourage everyone to look at that and talk to whoever you know in town. Hopefully we can increase the population there. They're in what they call a "suspension" essentially. Almost every single program in the state has the same problem. It's not just Alvirne. It's not like we're alone in this. Selectman Roy: Can I ask a question? Is there any way to combine programs with like another high school? Say Litchfield for example, to meet the numbers? Chairman Guessferd: I don't know all the ins and outs but they do accept students from other towns. But in terms with teaming with another school? I know that the ones that are out there, there's five in New Hampshire right now,

and they're typically just one town, unless it's a regional high school. Like for example, Spaulding has one, I think Spaulding serves a couple communities. So, I think to be fully in the program, the only other way to do it is if we can draw people. Because there's not a lot of these around and a lot of students who have interests in either the military or an academy or something like that will have the opportunity to join. But what happens if you're from another town, we've had many students from other towns join, I think there's a stipend that's involved in that. It's a good question, it's a very good question in terms if we can. But I think the charter they're under is just for Alvirne right now. And they've been very successful in the past. The only other thing I want to mention, because you mentioned the Chamber of Commerce, coming up there is on May 10<sup>th</sup>, we're invited, anyone's invited to come the Select board has been invited, Loyalty Day. The VFW does their Loyalty Day every year and I believe they recognized someone from the Police Department, Fire Department and someone from the Town. So we have 3 employees that are going to be getting awards this year. I think it's in the evening, May 10<sup>th</sup>, 7 p.m., something like that, I think. And it's worth going to and recognizing our employees. They're doing great work out there. So that's the only other thing I have. Having said all that, any other remarks? I think we're good here. We are looking to go into nonpublic.

12. Nonpublic Session

Motion by Selectman Morin at 8:02 p.m., seconded by Selectman Dumont to go into non-public session under RSA 91-A:3 II (b) The hiring of any person as a public employee. A roll call vote was taken. Carried 5-0.

Nonpublic Session was entered at 8:02 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 into public session at 8:14 p.m.

Motions made after nonpublic session:

1. Selectman Morin made a motion, seconded by Selectman Roy to hire Annemarie Grossi with a starting salary of \$22.42 (Step 1) per hour, all in accordance with the Hudson Police Employee Association Contract as recommended by the Police Chief. A roll call vote was taken. Carried 5-0.
2. Selectman Morin made a motion to adjourn at 8:16 p.m. This was seconded by Selectman Roy. A roll call vote was taken. Carried 5-0.

13. ADJOURNMENT

Motion to adjourn at 8:16 p.m. by Selectman Morin, seconded by Selectman Roy. A roll call vote was taken. Carried 5-0.

Recorded by HCTV and transcribed by Lorrie Weissgarber, Administrative Aide.

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Bob Guessferd, Chairman

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Dillon Dumont, Vice-Chairman

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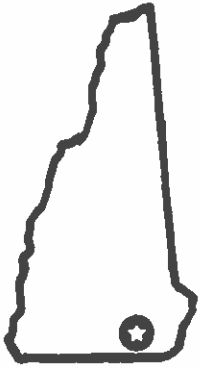
Dave Morin, Selectman

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Heidi Jakoby, Selectman

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Kara Roy, Selectman

Agenda  
5-14-24

**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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: May 7, 2024

Re: IAFF Local 3154 MDA Boot Drive

Attached please find a request from the Professional Firefighters of Hudson IAFF Local #3154 seeking permission to hold MDA Boot Drives on Friday, May 17<sup>th</sup> between the hours of 2:00 pm to 6:00 pm, Saturday, June 15<sup>th</sup> between the hours of 8:00 am and 11:00 am, Friday, July 26<sup>th</sup> between the hours of 2:00 pm and 6:00 pm, Friday, August 23<sup>rd</sup> between the hours of 2:00 pm and 6:00 pm and Saturday, August 24<sup>th</sup> between the hours of 8:00 am and 11:00 am at the intersections of Ferry Street, Derry Street, Chase Street and Library Street. Should the Board of Selectmen approve the request, the following motion would be appropriate:

***Motion: To approve the Professional Firefighters of Hudson, Local 3154 request to conduct MDA Boot Drives on Friday, May 17, 2024, Saturday, June 15, 2024, Friday, July 26, 2024, Friday August 23, 2024 and Saturday, August 24, 2024 at the intersections of Ferry Street, Derry Street, Chase Street and Library Street.***

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

**Malizia, Steve**

---

**From:** Dave Morin <d620908@comcast.net>  
**Sent:** Tuesday, May 7, 2024 9:24 AM  
**To:** Malizia, Steve  
**Subject:** Fwd: MDA Fill the Boot Dates

**RECEIVED**

MAY 7 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

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

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Begin forwarded message:

**From:** Dave Morin <D620908@comcast.net>  
**Date:** May 6, 2024 at 06:26:47 EDT  
**To:** "Levesque, Kyle" <klevesque@hudsonnh.gov>  
**Subject:** Re: MDA Fill the Boot Dates

thank you, Kyle. I'll get this on the agenda for the next meeting. Have a great day.

dave

On May 5, 2024, at 12:32, Levesque, Kyle <klevesque@hudsonnh.gov> wrote:

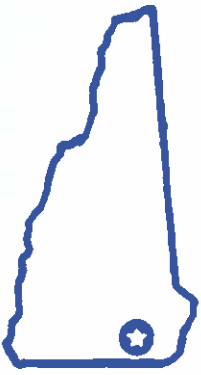
Dave,

Here are the proposed dates for the MDA Fill the Boot Drives:

Friday May 17<sup>th</sup> 2PM – 6PM  
Saturday June 15<sup>th</sup> 8AM - 11AM  
Friday July 26<sup>th</sup> 2PM - 6PM  
Friday August 23<sup>rd</sup> 2PM – 6PM  
Saturday August 24<sup>th</sup> 8AM – 11AM

Thank you for the Board's continued support of this fundraiser. Please let me know if there's any questions I can answer for the Board.

KYLE M. LEVESQUE, B.S., NRP  
Fire Lieutenant/Paramedic, Group 1 | Hudson Fire Department  
52 Robinson Road | Hudson Fire Station #1 | Hudson, NH 03051  
(603) 816-3290 (station) | (603) 996-6470 (cell) | klevesque@hudsonnh.gov



# TOWN OF HUDSON

## Public Works

8B

*Atty. Gen.*  
5-14-24

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



**RECEIVED**

MAY 06 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

To: Board of Selectmen  
From: Jay Twardosky Public Works Director  
Date: May 6, 2024  
Re: Town Wide Paving Contract

I have received a proposal from Brox Industries to extend our town wide paving contract for 2 more years. Currently, our base price is \$73.95 per ton to supply and install hot bituminous asphalt. Due to ever increasing industry costs, they are proposing a \$6.00 per ton increase to \$79.95 for FY2025, and a \$4.00 per ton increase to \$83.95 for FY2026 for a total of \$10.00 per ton over 2 years.

The current price of \$1.80 per square yard for cold planing will increase \$0.40 to \$2.20 per square yard. The current price of \$1.90 per square yard for reclaiming will increase \$0.35 to \$2.25 per square yard. The current price of \$425.00 each for structure adjustments will increase \$125.00 to \$550.00 each (we very rarely utilize this line item). These increases will be split over the 2 year extension.

After doing extensive research on current pricing, I have noticed that many communities in southern NH including Nashua, Londonderry, and Derry, have also extended their existing contracts, with increases, to help slow escalating prices.

Recent bids in the area that I have located include Pelham @ \$94.00 per ton, Barrington @ \$89.20 per ton, Bedford @ \$95.00 per ton, Dover @ \$105.00 and \$120.00 per ton, and Rochester @ \$97.00 per ton. These are base prices and when you add in emulsion, joint trimming hand work, and mobilization to those prices, they are significantly higher.

Hudson installs an average of 11,000 tons of asphalt per year with this contract. Using Nashua's price of \$93.14 per ton as an example, in the first year of the extension, it would cost the town \$145,000.00 more in the first year of the extension, and \$101,000.00 more in the second year, to complete the same amount of work. We also complete approx. 40,000 sq.yds. of full depth reclamation. Using Nashua's price of \$3.82 sq.yd, it would cost us \$68,800.00 more in the first year, and \$62,800.00 more in the second year, to complete the same amount of work. That is a total of \$377,600.00 or just over 1/3 of our yearly paving budget.

Given these comparisons from Nashua and surrounding communities, we stand to suffer a significantly larger increase if we reject this offer and go out for competitive bid.

One more difference worth noting is, our existing contract, other than the 3 cost items noted above, is all inclusive. This means there are no other cost items that are in other neighboring town and city contracts like trimming pavement joints and driveways, emulsion application, sweeping, handwork, separate pricing for different asphalt mix designs, and separate pricing for residential and main roads. These items, if listed separately, would dramatically increase our costs.

In closing, Brox has been a long time, loyal and trust worthy contractor for the Town of Hudson. They have always completed the work on time and in a professional manner. They do quality work and back up their work.

Option 1) Accept Brox' offer to extend the existing contract with these increases.

Option 2) Decline the offer and go out to competitive bid.

It is my recommendation, after much research, that we waive the bid process and accept this offer to extend the Town Wide Paving contract for FY25/FY26.

Cc. Lisa Labrie, Finance Director





**BROX INDUSTRIES, INC.**  
**1 Tech Drive Suite 310**  
**Andover, MA 01810**

May 2nd, 2024

Mr. Jay Twardosky  
Public Works Director  
2 Construction Dr.  
Hudson, NH 03051

**RE: Annual Paving Two Year Services Contract:**

Dear Mr. Twardosky,

Brox Industries, Inc. would once again like to offer the Town of Hudson the option to extend our existing paving services contract for another two years.

As we head into the 2024 paving season we are once again faced with rising cost across the board. For this reason we are looking for an increase to help with rising cost of materials, trucking, labor and fuel.

Based on market data, Brox would like to extend our paving services for a two year contract at an adjusted rate of \$79.95 for the year 2024 and \$83.95 for the year 2025. This represents a \$10.00 increase over the 2023 pricing with the price per ton of asphalt linked to the liquid asphalt index base cost of \$555.00 per liquid ton. Additionally, Brox will also need to increase the pricing of Reclaimed Stabilized Base Course from \$1.90 to \$2.15 per square yard; Cold Planning from \$1.80 to \$2.10 per square yard; and Structure Adjustments from \$425.00 to \$550.00 each split over a two year period.

It has been our privilege to work for the Town of Hudson and we truly covet the opportunity to extend our contract once again. We look forward to your decision regarding this contract extension and should you have any questions, please do not hesitate to call at any time.

Respectively

A handwritten signature in blue ink, appearing to read "Chris Matheson". The signature is fluid and cursive, written over a light blue horizontal line.

Chris Matheson  
Sales Representative



# TOWN OF PELHAM

Highway Department  
6 Village Green Pelham, NH 03076

Tel: (603) 635-8526

Email: [jhoffman@pelhamweb.com](mailto:jhoffman@pelhamweb.com)  
Email: [rwhittier@pelhamweb.com](mailto:rwhittier@pelhamweb.com)

April 30, 2024

To The Board of Selectmen:

**APPROVED**

The Highway Department Paving Bid Recommendation is:

APR 30 2024

Continental Paving Inc. worked with us last year. They did an excellent job. Their total cost for the bid was lower.

These are estimates and not the total costs.

Please find the spreadsheets for the bids attached.

Thank you,

Jim Hoffman, Road Agent

COMPANY	BITUMINOUS/UNIT	TACK COAT/GALLONS	CAPE COD/LINEAR FT	MILLING	GRAND TOTAL
R & D PAVING	\$93.98 X 4,400= <b>\$413,512.00</b>	\$6.98 X 2,500= \$17,450.00	\$6.00 X 500= <b>\$3,000.00</b>	\$6.98 X 5,270 \$36,784.60	\$470,710.60
CONTINENTAL PAVING	\$94.00 X 4,400= \$413,600.00	\$5.00 X 2,500= <b>\$12,500.00</b>	\$10.00 X 500= \$5,000.00	\$3.00 X 5,270 <b>\$15,810.00</b>	<b>\$446,910.00</b>
DIFFERENCE	(\$88.00)	\$4,950.00	(\$2,000.00)	\$20,974.60	
GRAND DIFFERENCE					<b>\$23,800.60</b>

## Barrington, NH Request for Proposal Paving 2024

Bidder will complete the Work in accordance with the Contract Documents for the following prices:

	Item Description and unit price written in words	Unit	Estimated Quantity	Unit price \$xx. xx	Total price \$xx. xx
1.	Reclaim (8 inches below existing pavement), fine grade, & compact	Square yards	14305	\$1.87	\$26,750.35
2.	Reclaim to blend added stone where required	Square yards	14305	\$1.00	\$14,305.00
3.	¾ inch, standard binder or single course binder, 2 ½ inch thick compacted	Tons	2065	\$87.40	\$180,481.00
4.	½ inch, wearing course, installed 1 ½ inch thick compacted, includes tack coat	Tons	4285	\$89.20	\$382,222.00
5.	Mobilization or other charges not included in unit pricing	LS	1	\$10,000.00	\$10,000.00
6.	Hand Method paving *	Tons	345 +/-	\$145.00	\$50,025.00
7.	Provide, transport and offload 1 ½" stone to jobs requiring stone to be added. Weight slips to be collected by Road Agent *	Tons	3819	\$20.50	\$78,289.50
8.	Provide and install lane joint adhesive. *	Linear Feet	25349	\$0.80	\$20,279.20
9.	Asphalt shimming. *	Tons	1200	\$89.20	\$107,040.00
					<b>Total Estimated Price</b> \$869,392.05

\* Indeterminate Quantity - The unit price bid will apply to the final quantity of work actually completed.

TOWN OF BEDFORD, NH  
 BID REVIEW SHEET  
 RFP 01-2024 - 2024-2025 BEDFORD TOWN ROADS  
 RECONSTRUCTION AND RESURFACING PROJECT  
 BID OPENING DATE/TIME: 02/16/2024 AT 11:00 AM  
 DEPARTMENT: PUBLIC WORKS  
 POINT OF CONTACT: BRIAN DESFOSSES



VENDOR

CONTINENTAL PAVING, INC

ITEM #	LUMP SUM BASE PROPOSAL PRICE:	QTY	UNIT	UNIT PRICE	EXT. PRICE
201.1	CLEARING	120	DAY	\$3,000.00	\$380,000.00
202.31	FILL ABANDONED PIPE	100	CY	\$225.00	\$22,500.00
202.41	REMOVAL OF EXISTING PIPE 0-24" DIAMETER	50	LF	\$30.00	\$1,500.00
202.42	REMOVAL OF EXISTING PIPE 24"+	100	LF	\$40.00	\$4,000.00
202.5	REMOVAL OF CATCH BASINS, DROP INLET OR MANHOLES	10	EA	\$500.00	\$5,000.00
202.6	REMOVAL OF CURB FOR SALVAGE	20	LF	\$10.00	\$200.00
203.1	COMMON EXCAVATION	5,850	CY	\$10.00	\$58,500.00
203.2	ROCK EXCAVATION	500	CY	\$85.00	\$42,500.00
203.6	EMBANKMENT IN PLACE	100	CY	\$8.00	\$800.00
206.1	COMMON STRUCTURE EXCAVATION	10	CY	\$25.00	\$250.00
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY	10	CY	\$100.00	\$1,000.00
206.2	ROCK STRUCTURE EXCAVATION	100	CY	\$125.00	\$12,500.00
304.1	SAND	500	CY	\$30.00	\$15,000.00
304.2	GRAVEL	500	CY	\$30.00	\$15,000.00
304.32	CRUSHED GRAVEL FOR SHOULDERS	4,250	TON	\$30.00	\$127,500.00
304.35	CRUSHED GRAVEL FOR DRIVES	300	CY	\$40.00	\$12,000.00
304.4	CRUSHED STONE FINE GRADE	500	CY	\$35.00	\$17,500.00
306.99	RECLAIMED STABILIZED BASE WITH FINE GRADE	40,000	SY	\$2.50	\$100,000.00
403.11	HOT BITUMINOUS PAVEMENT, MACHINE METHOD	18,000	TON	\$95.00	\$1,710,000.00
403.11943	HOT BITUMINOUS PAVEMENT, MACHINE METHOD, HIGH-STRENGTH, 1/2 MIX	1,000	TON	\$107.00	\$107,000.00
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD	1,350	TON	\$175.00	\$236,250.00
403.6	PAVEMENT JOINT ADHESIVE	61,000	LF	\$0.30	\$18,300.00
410.22	RECONSTRUCTION OF TRAFFIC DETECTOR LOOPS	1	EA	\$2,500.00	\$2,500.00
410.22	EMULSFIED ASPHALT FOR TACK COAT	1,000	GAL	\$5.50	\$5,500.00
403.99	TEMPORARY BITUMINOUS PAVEMENT	100	TON	\$100.00	\$10,000.00
417	COLD PLANING BITUMINOUS SURFACES	63,000	SY	\$2.50	\$157,500.00
570.15	HEADWALL / MORTAR RUBBLE MASONRY 15"	20	EA	\$2,000.00	\$40,000.00
570.18	HEADWALL / MORTAR RUBBLE MASONRY 18"	12	EA	\$2,200.00	\$26,400.00
570.24	HEADWALL / MORTAR RUBBLE MASONRY 24"	4	EA	\$2,800.00	\$11,200.00
570.30	HEADWALL / MORTAR RUBBLE MASONRY 30"	2	EA	\$3,200.00	\$6,400.00
570.36	HEADWALL / MORTAR RUBBLE MASONRY 36"	2	EA	\$4,000.00	\$8,000.00
572.99	RELOCATE STONE WALL	10	DAY	\$3,000.00	\$30,000.00
585.3	STONE FILL, CLASS C	5,150	CY	\$50.00	\$257,500.00
593.411	GEOTEXTILE PERM CONTROL CL 1, NON-WOVEN	150	SY	\$3.00	\$450.00
603.0000	VIDEO INSPECTION	1,500	LF	\$5.00	\$7,500.00
603.00212	12" R.C. PIPE, 2000D, CLASS III	24	LF	\$50.00	\$1,200.00
603.00215	15" R.C. PIPE, 2000D, CLASS III	1,100	LF	\$97.00	\$106,700.00
603.00218	18" R.C. PIPE, 2000D, CLASS III	500	LF	\$100.00	\$50,000.00
603.00224	24" R.C. PIPE, 2000D, CLASS III	30	LF	\$125.00	\$3,750.00
603.00230	30" R.C. PIPE, 2000D, CLASS III	30	LF	\$140.00	\$4,200.00
603.00236	36" R.C. PIPE, 2000D, CLASS III	30	LF	\$225.00	\$6,750.00
603.00312	12" R.C. PIPE, 3000D, CLASS IV	24	LF	\$50.00	\$1,200.00
603.00315	15" R.C. PIPE, 3000D, CLASS IV	1,100	LF	\$99.00	\$108,900.00
603.00318	18" R.C. PIPE, 3000D, CLASS IV	500	LF	\$130.00	\$65,000.00
603.00324	24" R.C. PIPE, 3000D, CLASS IV	30	LF	\$130.00	\$3,900.00
603.00330	30" R.C. PIPE, 3000D, CLASS IV	30	LF	\$150.00	\$4,500.00
603.00336	36" R.C. PIPE, 3000D, CLASS IV	30	LF	\$235.00	\$7,050.00
603.0007	POLYETHYLENE LINER	90	EA	\$140.00	\$12,600.00
604.124	CATCH BASINS TYPE B, 4' DIAMETER	30	U	\$4,500.00	\$135,000.00
604.154	CATCH BASINS TYPE E, 4' DIAMETER	5	U	\$5,100.00	\$25,500.00
604.164	CATCH BASINS TYPE F, 4' DIAMETER	5	U	\$4,900.00	\$24,500.00
604.224	DROP INLET TYPE B, 4' DIAMETER	10	U	\$2,500.00	\$25,000.00
604.314	SEWER MANHOLES, 4' DIAMETER	10	U	\$5,000.00	\$50,000.00
604.324	DRAINAGE MANHOLES, 4' DIAMETER	10	U	\$4,500.00	\$45,000.00
604.4	RECONSTRUCTING / ADJUSTING CATCH BASINS & DROP INLET	90	LF	\$700.00	\$63,000.00
604.72	FRAMES & GRATES, TYPE B	10	EA	\$800.00	\$8,000.00
604.75	FRAMES & GRATES, TYPE E	5	EA	\$1,400.00	\$7,000.00
604.76	FRAMES & GRATES, TYPE F	5	EA	\$1,200.00	\$6,000.00
605.506	6' PERFORATED CORRUGATED POLYETHYLENE PIPE UNDERDRAIN	200	LF	\$40.00	\$8,000.00
605.79	UNDERDRAIN FLUSHING BASINS	4	EA	\$350.00	\$1,400.00
608.13	3' BITUMINOUS SIDEWALK	150	SY	\$30.00	\$4,500.00
608.34	REINFORCED CONCRETE SIDEWALK, 4'	35	SY	\$90.00	\$3,150.00
608.54	DETECTABLE WARNING DEVICES, CAST IRON	2	SY	\$1,000.00	\$2,000.00
609.813	BITUMINOUS BERM, CAPE COD	6,000	LF	\$5.00	\$30,000.00
611.90001	ADJUSTING WATER GATES AND SHUTOFFS SET BY OTHERS	5	EA	\$400.00	\$2,000.00
618.7	FLAGGERS	250	DAY	\$55.00	\$13,750.00
619.1	MAINTENANCE OF TRAFFIC	2	U	\$100,000.00	\$200,000.00
619.25	PORTABLE CHANGEABLE MESSAGE SIGN	4	MON	\$3,000.00	\$12,000.00
628.1	SAWED CONCRETE PAVEMENT	30	LF	\$10.00	\$300.00
628.2	SAWED BITUMINOUS PAVEMENT	300	LF	\$5.00	\$1,500.00
628.99	TRIMMING AND PLANING OF ASPHALT DRIVES	60	HR	\$1,000.00	\$60,000.00
632.0104	RETROREFLECTIVE PAINT PAVE. MARKING 4' LINE	12,000	LF	\$0.70	\$8,400.00
632.02	RETROREFLECTIVE PAINT PAVE. SYMBOL	100	SF	\$18.00	\$1,800.00
6332.0118	RETROREFLECTIVE PAINT PAVE. MARKING 18' LINE	100	LF	\$2.50	\$250.00
645.3	EROSION STONE (1 1/2")	60	TON	\$45.00	\$2,700.00
645.44	TEMPORARY SLOPE STABILIZATION	200	SY	\$8.00	\$1,600.00
645.45	PERMANENT SLOPE STABILIZATION	600	SY	\$8.00	\$4,800.00
645.531	SILT FENCE	300	LF	\$5.00	\$1,500.00
645.99	SEDIMENT LOGS	500	LF	\$7.50	\$3,750.00
645.992	STUMP GRINDINGS	50	CY	\$25.00	\$1,250.00
646.51	TURF ESTABLISHMENT W/ MULCH, TACKIFIERS AND 4' DEEP LOAM	30,000	SY	\$3.00	\$90,000.00
670.	RELOCATE MAILBOXES	30	EA	\$125.00	\$3,750.00
682.	MOBILIZATION	2	U	\$125,000.00	\$250,000.00
1008.	ALTERATIONS AND ADDITIONS	1	S	\$50,000.00	\$50,000.00
GRAND TOTAL:					\$5,077,150.00
					AWARDED

**Description:** City of Dover, NH - Hot Bituminous Paving (Laid-in-Place)  
**Project #:** B24045  
**Bid Date:** 3/21/2024  
**Completion:** 1 Year  
**Adjustments:** Liquid Asphalt = \$662.50/Ton  
**Projected:** None Given  
**Planholders:** Brox, Pike

RESULTS				
POSITION	CONTRACTOR	TOTAL BID \$	\$ DIFF/BROX	% DIFF BROX
1	Brox	\$2,048,830.00	\$0.00	100.00%
2	Pike	\$2,139,380.00	\$90,550.00	104.42%

Item	Description	Qty	Unit	Position: 1st Contractor: Brox					2nd Contractor: Pike	
				Bid Unit \$	Bid Total \$	Unit Diff/Brox	Total Diff/Brox	% Diff/Brox	Bid Unit \$	Bid Total \$
304.32	Crushed Gravel For Shoulder Leveling	520	TON	\$60.00	\$31,200.00	\$30.00	\$15,600.00	200.00%	\$30.00	\$15,600.00
306.108	Reclaimed Stabilized Base Processed In Place, 8" Deep (F)	12,100	SY	\$4.50	\$54,450.00	\$1.00	\$12,100.00	128.57%	\$3.50	\$42,350.00
403.11023	HBP-3/4" Binder Mix, Machine Method	1,720	TON	\$105.00	\$180,600.00	\$0.00	\$0.00	100.00%	\$105.00	\$180,600.00
403.11043	HBP-1/2" Surface Mix, Machine Method	9,670	TON	\$120.00	\$1,160,400.00	\$5.00	\$48,350.00	104.35%	\$115.00	\$1,112,050.00
403.12	Hot Bituminous Pavement, Hand Method	200	TON	\$195.00	\$39,000.00	-\$60.00	-\$12,000.00	76.47%	\$255.00	\$51,000.00
403.16	Pavement Joint Adhesive	27,000	LF	\$1.00	\$27,000.00	\$0.50	\$13,500.00	200.00%	\$0.50	\$13,500.00
417	Cold Planing Bituminous Surfaces	50,900	SY	\$4.50	\$229,050.00	-\$1.50	-\$76,350.00	75.00%	\$6.00	\$305,400.00
417.9	Cold Planing Bituminous Surfaces - Driveways	4,420	LF	\$7.00	\$30,940.00	\$3.50	\$15,470.00	200.00%	\$3.50	\$15,470.00
604.45	Adjust Catch Basin Or Maintenance Covers	220	EA	\$600.00	\$132,000.00	-\$375.00	-\$82,500.00	61.54%	\$975.00	\$214,500.00
604.5	Reconstructing/Adjusting Maintenance Holes	10	LF	\$525.00	\$5,250.00	\$160.00	\$1,600.00	143.84%	\$365.00	\$3,650.00
609.01	Straight Granite Curb	100	LF	\$93.00	\$9,300.00	\$43.00	\$4,300.00	186.00%	\$50.00	\$5,000.00
609.21	Straight Granite Slope Curb	100	LF	\$90.00	\$9,000.00	\$40.00	\$4,000.00	180.00%	\$50.00	\$5,000.00
609.5	Reset Granite Curb	100	LF	\$58.00	\$5,800.00	\$8.00	\$800.00	116.00%	\$50.00	\$5,000.00
609.812	Bituminous Curb, Type A	5,740	LF	\$6.00	\$34,440.00	-\$8.00	-\$45,920.00	42.86%	\$14.00	\$80,360.00
611.9	Adjusting Water Gates And Shutoffs	140	EA	\$360.00	\$50,400.00	\$75.00	\$10,500.00	126.32%	\$285.00	\$39,900.00
1010.2	Asphalt Cement Adjustment	1	DLR	\$50,000.00	\$50,000.00	\$0.00	\$0.00	100.00%	\$50,000.00	\$50,000.00
				<b>Bid Total:</b>	<b>\$2,048,830.00</b>	<b>Diff/Brox:</b>	<b>-\$90,550.00</b>		<b>Bid Total:</b>	<b>\$2,139,380.00</b>

Sorted by Diff.  
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Item	Description	Qty	Unit	Contractor: Brox					Pike	
				Bid Unit \$	Bid Total \$	Unit Diff/Brox	Total Diff/Brox	% Diff/Brox	Bid Unit \$	Bid Total \$
403.11043	HBP-1/2" Surface Mix, Machine Method	9,670	TON	\$120.00	\$1,160,400.00	\$5.00	\$48,350.00	104.35%	\$115.00	\$1,112,050.00
304.32	Crushed Gravel For Shoulder Leveling	520	TON	\$60.00	\$31,200.00	\$30.00	\$15,600.00	200.00%	\$30.00	\$15,600.00
417.9	Cold Planing Bituminous Surfaces - Driveways	4,420	LF	\$7.00	\$30,940.00	\$3.50	\$15,470.00	200.00%	\$3.50	\$15,470.00
403.16	Pavement Joint Adhesive	27,000	LF	\$1.00	\$27,000.00	\$0.50	\$13,500.00	200.00%	\$0.50	\$13,500.00
306.108	Reclaimed Stabilized Base Processed In Place, 8" Deep (F)	12,100	SY	\$4.50	\$54,450.00	\$1.00	\$12,100.00	128.57%	\$3.50	\$42,350.00
611.9	Adjusting Water Gates And Shutoffs	140	EA	\$360.00	\$50,400.00	\$75.00	\$10,500.00	126.32%	\$285.00	\$39,900.00
609.01	Straight Granite Curb	100	LF	\$93.00	\$9,300.00	\$43.00	\$4,300.00	186.00%	\$50.00	\$5,000.00
609.21	Straight Granite Slope Curb	100	LF	\$90.00	\$9,000.00	\$40.00	\$4,000.00	180.00%	\$50.00	\$5,000.00
604.5	Reconstructing/Adjusting Maintenance Holes	10	LF	\$525.00	\$5,250.00	\$160.00	\$1,600.00	143.84%	\$365.00	\$3,650.00
609.5	Reset Granite Curb	100	LF	\$58.00	\$5,800.00	\$8.00	\$800.00	116.00%	\$50.00	\$5,000.00
403.11023	HBP-3/4" Binder Mix, Machine Method	1,720	TON	\$105.00	\$180,600.00	\$0.00	\$0.00	100.00%	\$105.00	\$180,600.00
1010.2	Asphalt Cement Adjustment	1	DLR	\$50,000.00	\$50,000.00	\$0.00	\$0.00	100.00%	\$50,000.00	\$50,000.00
403.12	Hot Bituminous Pavement, Hand Method	200	TON	\$195.00	\$39,000.00	-\$60.00	-\$12,000.00	76.47%	\$255.00	\$51,000.00
609.812	Bituminous Curb, Type A	5,740	LF	\$6.00	\$34,440.00	-\$8.00	-\$45,920.00	42.86%	\$14.00	\$80,360.00
417	Cold Planing Bituminous Surfaces	50,900	SY	\$4.50	\$229,050.00	-\$1.50	-\$76,350.00	75.00%	\$6.00	\$305,400.00
604.45	Adjust Catch Basin Or Maintenance Covers	220	EA	\$600.00	\$132,000.00	-\$375.00	-\$82,500.00	61.54%	\$975.00	\$214,500.00
				<b>Bid Total:</b>	<b>\$2,048,830.00</b>	<b>Diff/Brox:</b>	<b>-\$90,550.00</b>		<b>Bid Total:</b>	<b>\$2,139,380.00</b>

Description: **City of Rochester, NH - FY2024 Pavement & Highway Improvment Project**

Project #: **24-35**

Bid Date: **4/18/2024**

Completion: **Substantial 9/18/24, Loam/Seed/Punchlist 10/18/24**

Adjustments: **Liquid Asphalt = \$662.50/Ton**

Projected: **None Given**

Planholders: **Brox, Pike**

RESULTS				
POSITION	CONTRACTOR	TOTAL BID \$	\$ DIFF/BROX	% DIFF/BROX
1	BROX	\$1,681,875.50	\$0.00	100.00%
2	PIKE	\$1,795,856.50	\$113,981.00	106.78%

Item	Description	Qty	Unit	Position: 1st		Position: 2nd				
				Contractor: BROX		Contractor: PIKE				
				Bid Unit \$	Bid Total \$	Bid Unit \$	Bid Total \$	Unit Diff/Brox	Total Diff/Brox	% Diff/Brox
1	Uniformed Officers	1	AL	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	100.00%
2	32" NH Standard MH Castings	2	EACH	\$730.00	\$1,460.00	\$1,125.00	\$2,250.00	\$395.00	\$790.00	154.11%
3	Nlght Work Premium	1	EACH	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00	666.67%
214	Fine Grading	39,475	SY	\$1.00	\$39,475.00	\$2.50	\$98,687.50	\$1.50	\$59,212.50	250.00%
304.32	Crushed Gravel For Shoulders	400	CY	\$70.00	\$28,000.00	\$80.00	\$32,000.00	\$10.00	\$4,000.00	114.29%
306.112	Reclaim Stabilized Base Processed In Place, 12" Deep	39,475	SY	\$2.50	\$98,687.50	\$1.50	\$59,212.50	-\$1.00	-\$39,475.00	60.00%
306.212	Reclaim Excess Material Removal	3,311	CY	\$14.00	\$46,354.00	\$10.00	\$33,110.00	-\$4.00	-\$13,244.00	71.43%
306.36	1.5" Stone For Reclaim Stabilized Base (blended In Via Reclaimer)	250	CY	\$80.00	\$20,000.00	\$75.00	\$18,750.00	-\$5.00	-\$1,250.00	93.75%
403.11A	HBP, 3.0" Base	2,350	TON	\$97.00	\$227,950.00	\$104.50	\$245,575.00	\$7.50	\$17,625.00	107.73%
403.11B	HBP, 2.5" Base	3,664	TON	\$97.00	\$355,408.00	\$104.50	\$382,888.00	\$7.50	\$27,480.00	107.73%
403.11C	HBP, 2.0" Wearing	1,857	TON	\$97.00	\$180,129.00	\$104.50	\$194,056.50	\$7.50	\$13,927.50	107.73%
403.11D	HBP, 1.5" Wearing	2,198	TON	\$97.00	\$213,206.00	\$104.50	\$229,691.00	\$7.50	\$16,485.00	107.73%
403.12	HBP, Hand Work	245	TON	\$200.00	\$49,000.00	\$175.00	\$42,875.00	-\$25.00	-\$6,125.00	87.50%
403.6	Bituminous Joint Adhesive	21,430	LF	\$0.50	\$10,715.00	\$2.00	\$42,860.00	\$1.50	\$32,145.00	400.00%
410.22	Asphalt Emulsion Used For Tack Coat	1,387	GAL	\$9.00	\$12,483.00	\$10.00	\$13,870.00	\$1.00	\$1,387.00	111.11%
417	Cold Planing 2.0" (DPW Retains Grindings)	2,512	SY	\$6.00	\$15,072.00	\$8.00	\$20,096.00	\$2.00	\$5,024.00	133.33%
417B	Cold Plane Butt Joints (12" Wide Min)	450	LF	\$9.00	\$4,050.00	\$10.00	\$4,500.00	\$1.00	\$450.00	111.11%
600	Incidental Construction	1	LS	\$26,500.00	\$26,500.00	\$26,500.00	\$26,500.00	\$0.00	\$0.00	100.00%
603.82612	12" HDPE Drainage Pipe	100	LF	\$140.00	\$14,000.00	\$85.00	\$8,500.00	-\$55.00	-\$5,500.00	60.71%
603.82615	15" HDPE Drainage Pipe	100	LF	\$150.00	\$15,000.00	\$85.00	\$8,500.00	-\$65.00	-\$6,500.00	56.67%
604.4	Adjustment Of Catch Basins	35	EACH	\$1,050.00	\$36,750.00	\$750.00	\$26,250.00	-\$300.00	-\$10,500.00	71.43%
604.5	Adjustment Of Manholes	34	EACH	\$1,050.00	\$35,700.00	\$750.00	\$25,500.00	-\$300.00	-\$10,200.00	71.43%
611.9	Adjustment Of Gate Boxes (Plate, Adjust From Plate)	21	EACH	\$600.00	\$12,600.00	\$475.00	\$9,975.00	-\$125.00	-\$2,625.00	79.17%
616.65	6' X 50' Traffic Loops	2	EACH	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$700.00	\$1,400.00	146.67%
619.1	Maintenance Of Traffic (includes Flaggers)	12	EACH	\$10,000.00	\$120,000.00	\$7,250.00	\$87,000.00	-\$2,750.00	-\$33,000.00	72.50%
628.2	Saw Cut Pavement	700	LF	\$4.00	\$2,800.00	\$2.50	\$1,750.00	-\$1.50	-\$1,050.00	62.50%
632.0104	Retroreflective Paint Pavement Marking, 4" Lines	16,120	LF	\$0.30	\$4,836.00	\$0.50	\$8,060.00	\$0.20	\$3,224.00	166.67%
632.02	Retroreflective Pavement Markings, Symbols	200	SF	\$3.50	\$700.00	\$10.00	\$2,000.00	\$6.50	\$1,300.00	285.71%
645.51	Turf Establishment (Loam, Seed, Mulch)	1,000	SY	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$0.00	\$0.00	100.00%
692	Mobilization	12	EACH	\$5,000.00	\$60,000.00	\$8,500.00	\$102,000.00	\$3,500.00	\$42,000.00	170.00%
1010.2	Asphalt Escalation	1	AL	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	100.00%
				<b>Bid Total:</b>	<b>\$1,681,875.50</b>	<b>Bid Total:</b>	<b>\$1,795,856.50</b>	<b>Diff/Brox:</b>	<b>\$113,981.00</b>	

NASHUA

CONTRACT 2



Item #	Qty	Units	Item Description	Continental Paving, Inc		Newport Construction		Sunshine Paving	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
203.112	4500	SY	Road Excavation and Regrade	\$3.50	\$15,750.00	\$10.00	\$45,000.00	\$3.40	\$15,300.00
203.113	100	SY	Driveway Excavation and Regrade	\$50.00	\$5,000.00	\$45.00	\$4,500.00	\$10.00	\$1,000.00
304.32	100	TON	Crushed Gravel for Shoulder Leveling	\$25.00	\$2,500.00	\$50.00	\$5,000.00	\$125.00	\$12,500.00
306.112	50,000	SY	Reclaim Stabilized Base Processed in Place, 12" Deep	\$3.50	\$175,000.00	\$7.00	\$350,000.00	\$3.82	\$191,000.00
403.11	37,500	TON	Hot Bituminous Pavement (Method Spec.) Machine Method	\$96.00	\$3,600,000.00	\$115.00	\$4,312,500.00	\$93.14	\$3,492,750.00
403.12	600	TON	Hot Bituminous Pavement, Hand Method	\$175.00	\$105,000.00	\$215.00	\$129,000.00	\$150.00	\$90,000.00
403.6	80000	LF	Pavement Joint Adhesive	\$0.30	\$24,000.00	\$0.27	\$21,600.00	\$0.30	\$24,000.00
417	214000	SY	Cold Planing of Bituminous Surface	\$2.50	\$535,000.00	\$4.35	\$930,900.00	\$2.35	\$502,900.00
417.2	5,300	SY	Cold Paning Transitions	\$25.00	\$132,500.00	\$5.00	\$26,500.00	\$25.00	\$132,500.00
603.82212	500	LF	12" Polyethylene Pipe (Type S)	\$150.00	\$75,000.00	\$130.00	\$65,000.00	\$94.00	\$47,000.00
604.124	15	EA	Catch Basin	\$4,500.00	\$67,500.00	\$5,500.00	\$82,500.00	\$4,300.00	\$64,500.00
604.4	100	VF	Repair of Existing Structures	\$350.00	\$35,000.00	\$300.00	\$30,000.00	\$250.00	\$25,000.00
604.45	435	EA	Adjust to Grade Existing Casting	\$500.00	\$217,500.00	\$465.00	\$202,275.00	\$365.00	\$158,775.00
604.46	435	EA	Replace Casting	\$850.00	\$369,750.00	\$400.00	\$174,000.00	\$415.00	\$180,525.00
604.47	125	EA	Drop and Plate Casting	\$300.00	\$37,500.00	\$300.00	\$37,500.00	\$260.00	\$32,500.00
605.79	2	EA	Underdrain Flushing Basin	\$750.00	\$1,500.00	\$2,000.00	\$4,000.00	\$5,900.00	\$11,800.00
605.82151	1,000	LF	18" Aggregate Underdrain Type 2, with Perforated Corrugated Polyethylene 6" Pipe	\$75.00	\$75,000.00	\$45.00	\$45,000.00	\$50.00	\$50,000.00
608.12	600	SY	2" Bituminous Sidewalk	\$32.00	\$19,200.00	\$45.00	\$27,000.00	\$0.01	\$6.00
608.36	1,250	SY	6" Reinforced Concrete Sidewalk	\$75.00	\$93,750.00	\$165.00	\$206,250.00	\$0.01	\$12.50
608.54	155	SY	Detectable Warning Devices, Cast Iron	\$600.00	\$93,000.00	\$325.00	\$50,375.00	\$2,498.00	\$387,190.00
609.01	650	LF	Granite Curbing	\$35.00	\$22,750.00	\$90.00	\$58,500.00	\$55.00	\$35,750.00
609.5	1,800	LF	Reset Granite Curb	\$25.00	\$45,000.00	\$37.00	\$66,600.00	\$20.00	\$36,000.00
609.811	5,000	LF	Bituminous Curbing	\$6.00	\$30,000.00	\$7.50	\$37,500.00	\$5.00	\$25,000.00
615.03	150	SF	Traffic Sign Type C	\$55.00	\$8,250.00	\$60.00	\$9,000.00	\$47.00	\$7,050.00
615.033	25	EA	Removing Traffic Sign, Type C	\$150.00	\$3,750.00	\$80.00	\$2,000.00	\$25.00	\$625.00
615.06	150	SF	Traffic Sign Type CC	\$30.00	\$4,500.00	\$15.00	\$2,250.00	\$13.00	\$1,950.00
616.191	2	EA	Alteration of Traffic Signals-360 Degree Traffic Cameras	\$31,100.00	\$62,200.00	\$25,000.00	\$50,000.00	\$28,500.00	\$57,000.00
618.6	1	allowanc	Uniformed Officers	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
618.7	4,500	HR	Flaggers	\$62.00	\$279,000.00	\$52.00	\$234,000.00	\$42.00	\$189,000.00
619.1	1	ump Sur	Maintenance of Traffic	\$150,000.00	\$150,000.00	\$244,000.00	\$244,000.00	\$43,000.00	\$43,000.00
628.2	1000	LF	Sawed Bituminous Pavements	\$5.00	\$5,000.00	\$3.25	\$3,250.00	\$3.50	\$3,500.00
632.0104	50000	LF	Retroreflective Paint Pavement Markings, 4" Line	\$0.50	\$25,000.00	\$0.50	\$25,000.00	\$0.29	\$14,500.00
632.0112	400	LF	Retroreflective Paint Pavement Markings, 12" Line	\$3.00	\$1,200.00	\$2.25	\$900.00	\$0.85	\$340.00
632.029	1200	SF	Red Retroreflective Paint for Crosswalks	\$18.00	\$21,600.00	\$4.50	\$5,400.00	\$4.75	\$5,700.00
632.3112	1200	LF	Retroreflective Thermoplastic Pavement Markings, 12" Line	\$5.00	\$6,000.00	\$5.00	\$6,000.00	\$4.75	\$5,700.00
632.3118	500	LF	Retroreflective Thermoplastic Pavement Markings, 18" Line	\$15.00	\$7,500.00	\$6.50	\$3,250.00	\$6.75	\$3,375.00
632.32	250	SF	Retroreflective Thermoplastic Symbol	\$25.00	\$6,250.00	\$16.50	\$4,125.00	\$8.00	\$2,000.00
632.8	500	EA	Temporary Pavement Markers	\$1.00	\$500.00	\$4.00	\$2,000.00	\$1.00	\$500.00
641	800	CY	Loam and Seed	\$50.00	\$40,000.00	\$100.00	\$80,000.00	\$125.00	\$100,000.00
900	1	allowanc	Liquid Asphalt Adjustment	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
1010.9	100	EA	Asphalt Core	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$50.00	\$5,000.00
1030.1	2000	SY	2" Resurfacing Overlay	\$18.00	\$36,000.00	\$25.00	\$50,000.00	\$40.00	\$80,000.00
Total Bid Price					\$6,585,950.00		\$7,785,175.00		\$6,185,248.50



## TOWN OF HUDSON

Engineering Department



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

**RECEIVED**

TO: Steve Malizia, Town Administrator  
Board of Selectmen

MAY 09 2024

FROM: Elvis Dhima, P.E., Town Engineer  
Jason Twardosky, Public Works Director

TOWN OF HUDSON  
SELECTMENS OFFICE

DATE: May 8, 2024

RE: Trenchless Pipeline Rehabilitation for Blackstone Street

The Public Works Department has identified approximately 1,100 linear feet of sewer main and twelve sewer laterals in need of rehabilitation on Blackstone Street. In June 2023, the Board of Selectmen selected three contractors to perform such work, based on their rates for different repairs, methods, and main size.

For this sewer main rehabilitation, we will be utilizing ultra violet (UV) cured liner, which National Water Main Cleaning Co. in Canton, MA provides with the best price per liner foot and for lateral rehabilitations. We have the funds this fiscal year to complete the main rehabilitation and five services, for the amount of \$126,848.00. The remaining of the services will be completed on the next fiscal year starting July 1, 2024.

The Town Engineer and Public Works Director's recommendation to the BOS is to hire National Water Main Cleaning Co., for the Blackstone Street sewer main and lateral rehabilitation.

***Motion:***

To award the sewer rehabilitation project to the most cost effective contractor, National Water Main Cleaning Co., for the amount of, not to exceed \$126,848, using the Sewer Capital Project Account #5564-640.

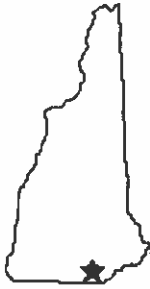


## ON-CALL SERVICES FOR TRENCHLESS PIPELINE REHABILITATION

### Bid Tab

UV CURED PIPE					
Length Range	Diameter	Unit	Price/unit Green Mountain Pipeline	Price/unit Vortex Services	Price/unit National Water Main Cleaning
300'-400'	8"	LF	\$ 75.00	\$ 58.00	\$ 58.08
	10"	LF	\$ 80.00	\$ 62.00	\$ 68.00
	12"	LF	\$ 87.00	\$ 67.00	\$ 70.00
	15"	LF	\$ 104.00	\$ 80.00	\$ 75.33
	18"	LF	\$ 130.00	\$ 100.00	\$ 93.15
	20"	LF	\$ 169.00	\$ 135.00	\$ 135.41
	24"	LF	\$ 214.00	\$ 165.00	\$ 144.90
	30"	LF	\$ 253.00	\$ 195.00	\$ 193.49
	36"	LF	\$ 292.00	\$ 225.00	\$ 235.15

SEWER LATERAL LINING					
Length Range	Diameter	Unit	Price/unit Green Mountain Pipeline	Price/unit Vortex Services	Price/unit National Water Main Cleaning
1-10'	6"	LF	\$ 975.00	\$ 825.00	\$ 569.25
10-25'	6"	LF	\$ 550.00	\$ 467.50	\$ 460.00



# 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

**RECEIVED**

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

APR 30 2024

DATE: April 29, 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

RE: South Water Tank – Verizon Lease

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

The terms consist of the following:

Term:	5 years with four automatic 5-year renewals
Rent:	\$28,800/year, or paid monthly in equal installments of \$2,400
Rent Escalation:	2% annually
Rent Commencement:	Rent payments would commence on the 1st of the month after VZW was issued a Building Permit for the installation of its facility, regardless of whether construction begins or not.
Ground Lease area:	12' x 20'
Total Revenue Amount:	\$922,473

The proposed 25 year lease, which was reviewed and approved by Town counsel, received the Town vote in March, 2024, and requires final Board of Selectmen approval.

**First Motion**

To approve and authorize the Town Administrator to sign the 25-year lease.

**First Motion**

To approve and authorize the Town Administrator to sign the amendment to the existing easement.

## LEASE AGREEMENT

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

### WITNESSETH

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

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

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

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

3. TERM; RENTAL; ELECTRICAL.

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

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

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

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

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

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

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

6. INTENTIONALLY OMITTED.

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

8. MAINTENANCE.

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

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

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

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

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

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

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

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

12. INTENTIONALLY OMITTED.

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

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

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

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

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



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

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

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

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

21. GOVERNING LAW; VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Hampshire. Any disputes shall be submitted to the exclusive jurisdiction of the State of New Hampshire Hillsborough County Superior Court Southern Judicial District.

22. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located or any entity which is the successor to LESSEE by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSOR or LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

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

LESSOR: TOWN OF HUDSON  
12 School Street  
Hudson, New Hampshire 03051

LESSEE: CELLCO PARTNERSHIP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

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

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

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

26. INTENTIONALLY OMITTED.

27. DEFAULT.

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

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

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

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

29. INTENTIONALLY OMITTED

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

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

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

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

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

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

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

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

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

37. INTENTIONALLY OMITTED.

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

39. INTENTIONALLY OMITTED.

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

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

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

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

**LESSOR:**  
TOWN OF HUDSON

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

Authorized Signatory

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

Its: \_\_\_\_\_

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

**LESSEE:**  
CELLCO PARTNERSHIP  
d/b/a Verizon Wireless

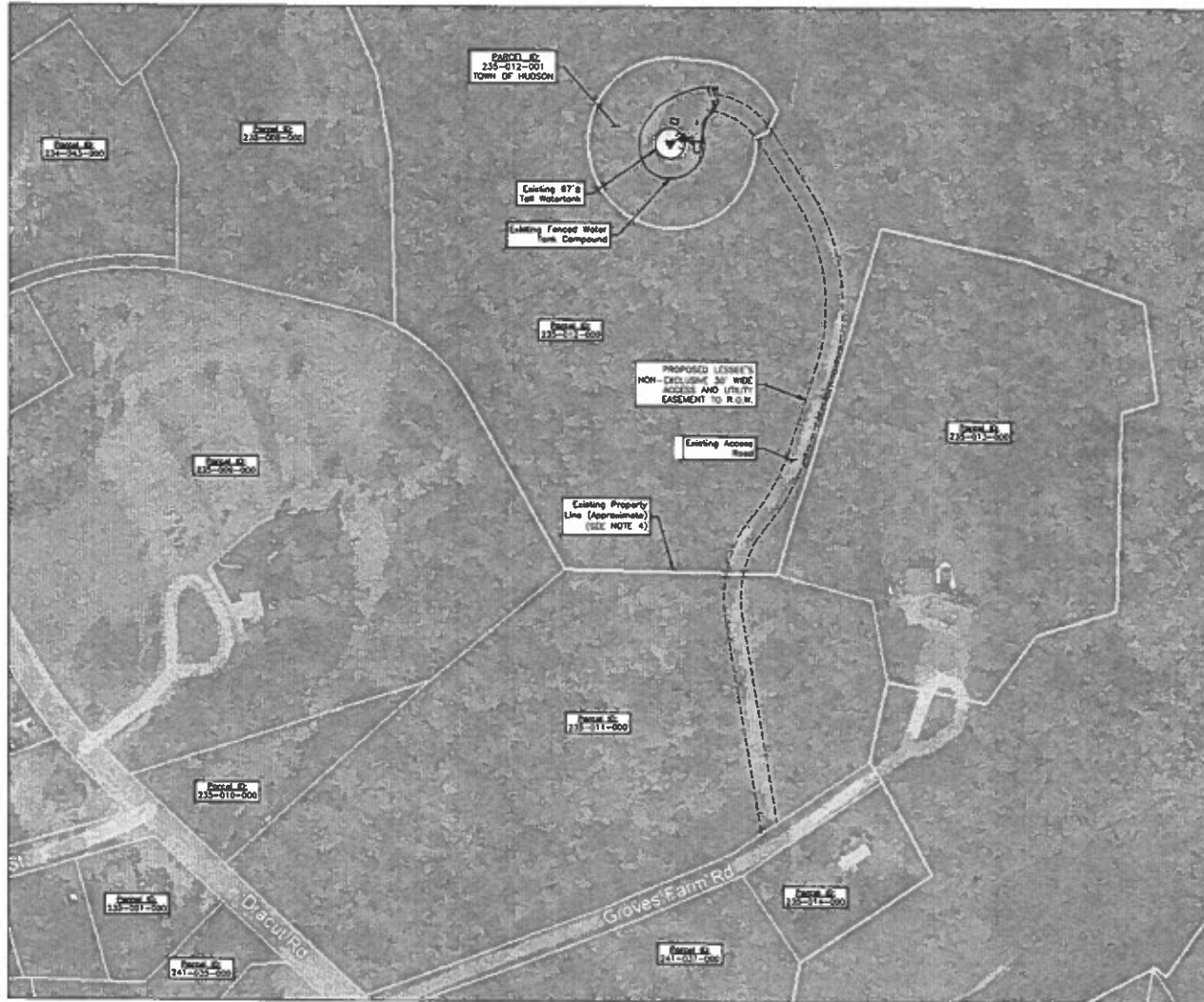
BY: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

**EXHIBIT "A"**



**EASEMENT PLAN**  
 SCALE: 1"=200' FOR 11"x17"  
 1"=100' FOR 22"x34"

- NOTES:**
1. PROPOSED LOCATIONS ARE CONCEPTUAL AND FOR LEASE EXHIBIT PURPOSES ONLY.
  2. FINAL UTILITY ROUTING PENDING FINAL UTILITY DESIGN AND LANDOWNER APPROVAL.
  3. SOME EXISTING & FUTURE INFORMATION NOT SHOWN FOR CLARITY.
  4. SITE PLAN BASED ON GOOGLE EARTH IMAGERY & PARLAY OVERLAY MAPS OBTAINED ON 05/01/23 AND HAVE NOT BEEN VERIFIED WITH A SURVEY. PARCEL ID'S TAKEN FROM TOWN OF HUDSON ONLINE GIS DATA.

**HUDSON 3 NH**

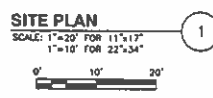
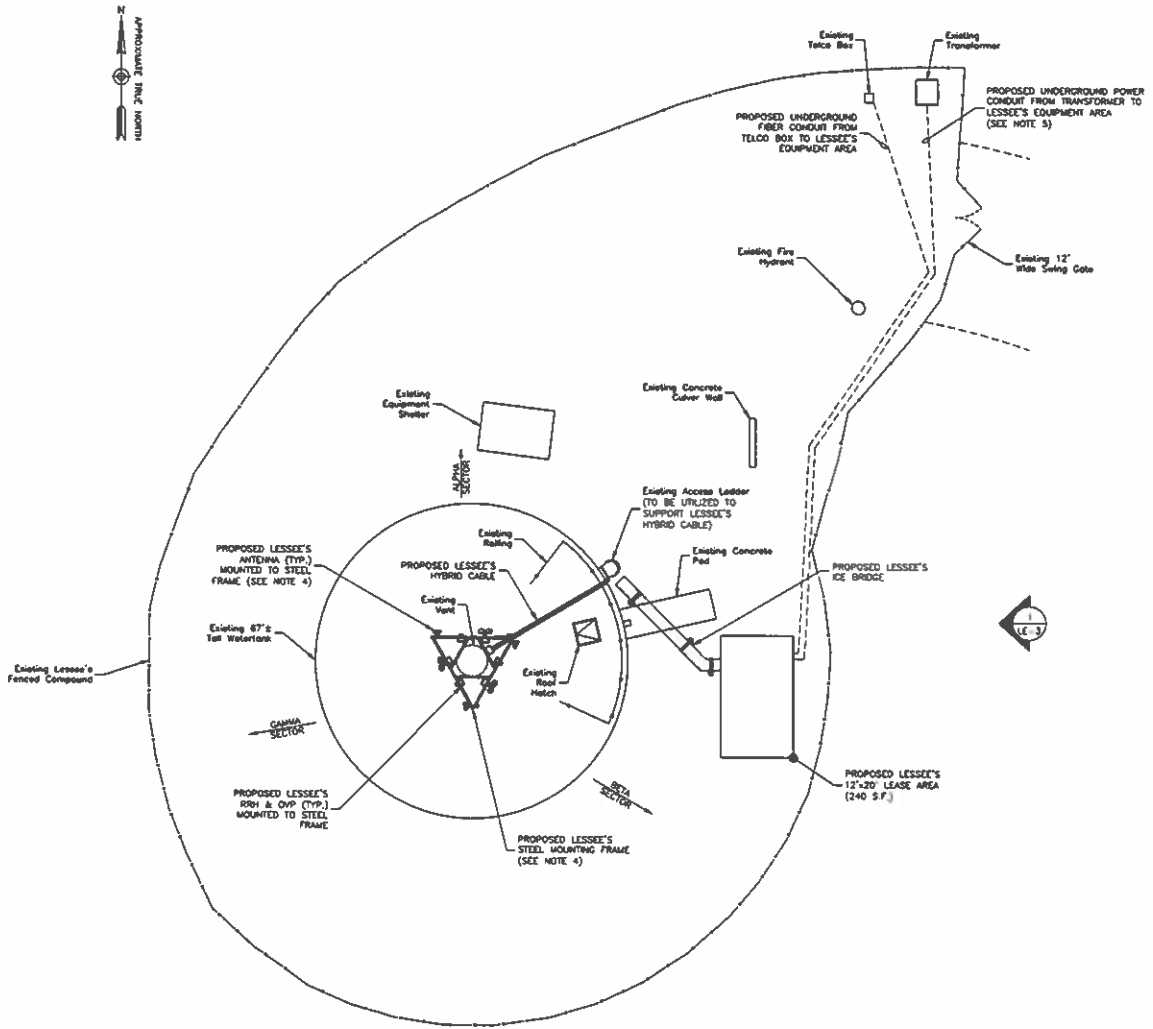
LEASE EXHIBIT	
0	05/23/23 FOR SUBMITTAL
A	05/23/23 FOR COMMENT

**Dewberry**  
 Dewberry Engineers Inc.  
 90 SUMNER STREET  
 SUITE 1200  
 BOSTON, MA 02110  
 PHONE: 617.486.2400  
 FAX: 617.486.2310



DRAWN BY: JC  
 REVIEWED BY: MFT  
 CHECKED BY: BDR  
 PROJECT NUMBER: 50121487  
 JOB NUMBER: 50164385  
 SITE LOCATION CODE: 699369  
 SITE ADDRESS: 12 GROVES FARM RD HUDSON, NH 030511  
 SHEET TITLE: EASEMENT PLAN  
 SHEET NUMBER: LE-1





- NOTES:**
1. PROPOSED LOCATIONS ARE CONCEPTUAL AND FOR LEASE EXHIBIT PURPOSES ONLY.
  2. SOME EXISTING & FUTURE INFORMATION NOT SHOWN FOR CLARITY.
  3. NORTH ARROW SHOWN AS APPROXIMATE.
  4. LOCATION AND ORIENTATION OF ANTENNA STEEL FRAME, ANTENNAS & ASSOCIATED EQUIPMENT PENDING STRUCTURAL ANALYSIS/DESIGN.
  5. FINAL UTILITY ROUTING PENDING FINAL UTILITY DESIGN AND LANDOWNER APPROVAL.

**HUDSON 3 NH**

LEASE EXHIBIT		
0	05/23/23	FOR SUBMITTAL
A	05/23/23	FOR COMMENT

**Dewberry**  
 Dewberry Engineers Inc.  
 10 SUMNER STREET  
 SUITE 700  
 BOSTON, MA 02110  
 PHONE: 617.898.2400  
 FAX: 617.898.2510



DRAWN BY:	JG
REVIEWED BY:	MFT
CHECKED BY:	BBR
PROJECT NUMBER:	50121487
JOB NUMBER:	50184385
SITE LOCATION CODE	

699369  
 SITE ADDRESS  
 12 GROVES FARM RD  
 HUDSON, NH 030511

SHEET TITLE	SITE PLAN
SHEET NUMBER	

LE-2

# HUDSON 3 NH

## LEASE EXHIBIT

O	05/23/23	FOR SUBMITTAL
A	05/23/23	FOR COMMENT

**Dewberry**  
 Dewberry Engineers Inc.  
 80 SUMNER STREET  
 SUITE 700  
 BOSTON, MA 02110  
 PHONE: 617.486.3600  
 FAX: 617.486.3310



DRAWN BY:

REVIEWED BY:

CHECKED BY:

PROJECT NUMBER:

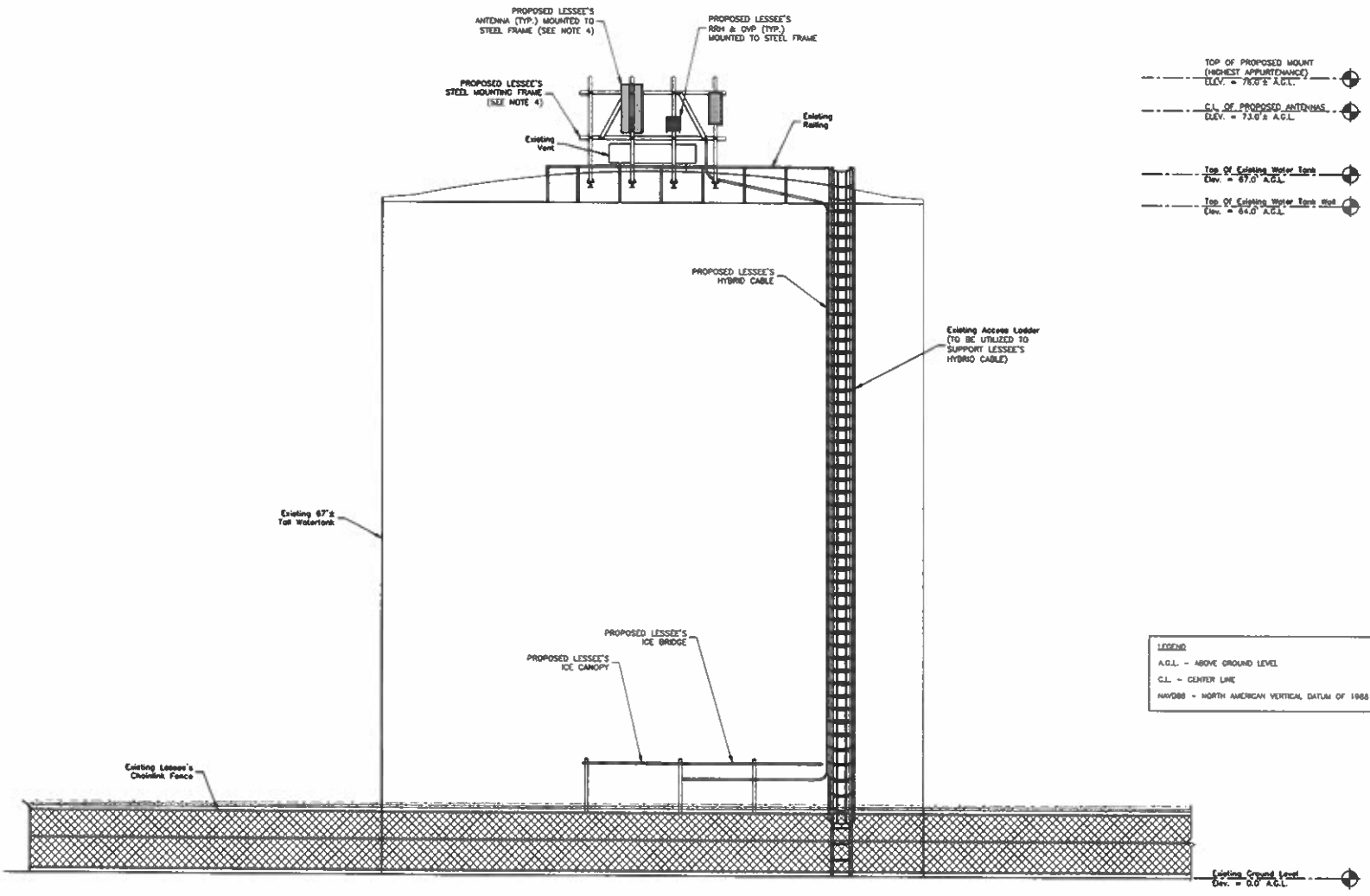
JOB NUMBER:

SITE LOCATION CODE:

SITE ADDRESS:

SHEET TITLE:

SHEET NUMBER:



- NOTES:**
1. PROPOSED LOCATIONS ARE CONCEPTUAL AND FOR LEASE DIBBIT PURPOSES ONLY.
  2. SOME EXISTING & FUTURE INFORMATION NOT SHOWN FOR CLARITY.
  3. ELEVATION SHOWN AS APPROXIMATE
  4. LOCATION AND ORIENTATION OF ANTENNA STEEL FRAME, ANTENNAS & ASSOCIATED EQUIPMENT PENDING STRUCTURAL ANALYSIS/DESIGN.

**CONCEPTUAL ELEVATION** ①  
 SCALE: 1"=10' FOR 11"±17"  
 1"=5' FOR 22"±34"

## **AMENDMENT TO EASEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 2024, **NOW COME, Monahan-Fortin Properties, LLC**, a New Hampshire limited liability company, with a principal place of business at 20 Trafalgar Square, Suite 610, Nashua, County of Hillsborough, State of New Hampshire (“Monahan-Fortin”) and the **Town of Hudson**, a New Hampshire municipality with a business address of 12 School Street, Hudson, County of Hillsborough, State of New Hampshire (“Hudson”), and say as follows:

**WHEREAS**, on August 16, 2006, Monahan-Fortin granted to Hudson a certain Warranty Deed recorded at Book 7726, Page 0864 of the Hillsborough County Registry of Deeds in which Monahan-Fortin conveyed to Hudson a 30’ Wide Permanent Easement (hereinafter the “30’ Wide Easement”) on property owned by Monahan-Fortin in the Town of Hudson, New Hampshire, which easement is for the expressed purpose as follows:

Said 30’ Wide Permanent Easement shall provide access to and from the water tower improvements to be constructed on land further described hereafter and which is more particularly shown and described on the aforementioned plan of land. The Grantee shall have the right to use, maintain and improve (including the right to install a gravel roadbed) the access easement as may be reasonably necessary to provide access by vehicular and pedestrian traffic to and from the said water tower improvements. In addition, the Grantee shall have the right to install under, through and across said easement area, such utilities, pipes and conduits, as are necessary for the operation of the water tower improvements to be erected thereon.

**WHEREAS**, within the description of the easement, it further states the following:

Grantor, its successors and assigns shall retain the right to use the land contained within the easement area for purposes not inconsistent with the Grantee’s full enjoyment of the rights and easements expressed herein. However, the Grantor, its successors and assigns, shall not erect any buildings, reservoirs, wells or other structures within the permanent easement as defined above.

**WHEREAS**, Monahan-Fortin as Grantor and Hudson as Grantee have agreed that the Grantor should have the right to relocate portions of the area of the 30' Wide Easement which may impact the future developability of Monahan-Fortin's property over which the 30' Wide Easement is located, subject to certain conditions;

**WHEREAS**, Monahan-Fortin and Hudson have agreed that any relocation should be at Grantor's expense and should be specifically conditioned upon such relocation not significantly adversely impacting Grantee's accessibility over the easement area to the water tower and its improvements and not significantly adversely impacting utility service of the utilities located within the 30' Wide Easement as may be determined by Hudson;

**WHEREAS**, the parties have agreed that Monahan-Fortin as Grantor shall be responsible for any costs and expenses incurred in the relocation of the 30' Wide Easement; and

**WHEREAS**, Monahan-Fortin and Hudson agree that the agreement of the parties as to the potential relocation of the 30' Wide Easement shall be considered an amendment to the 30' Wide Easement as reflected in the Warranty Deed recorded at Book 7726, Page 0864 of the Hillsborough County Registry of Deeds, to be recorded in said Registry.

**NOW, THEREFORE**, for the mutual promises and covenants contained herein, Monahan-Fortin as Grantor and Hudson as Grantee do hereby state that the 30' Wide Permanent Easement as reflected in the Warranty Deed recorded at Book 7726, Page 0864 of the Hillsborough County Registry of Deeds shall be amended to provide that the Grantor shall be allowed to relocate portions of the 30' Wide Permanent Easement and revise the legal description of the area of the 30' Wide Permanent Easement stated therein in order to allow reasonable development of Grantor's underlying fee parcel over which the 30' Wide Permanent Easement is located, conditioned expressly upon the following:

1. Grantor shall prepare a plan showing the proposed relocation of portions of the 30' Wide Permanent Easement ( the "Relocation") and submit the same to the Grantee and the Planning Board of the Grantee not less than 30 days in advance of the proposed relocation.
2. Grantee shall reply to Grantor within 60 days of receipt of the plan of Relocation with any reasonable objections which shall be limited to whether Grantee's ingress and egress, twenty-four hours a day, seven days a week, to the Premises is preserved and uninterrupted and not materially and negatively affected, resulting in poor access or resulting in disconnection or loss of utility service as a result of the Relocation; and upon resolution thereof by Grantor and approval by Grantee's Planning Board (to be reasonable and agreed upon by Grantor and Grantee), both Grantor and Grantee shall execute an amendment to the 30' Wide Permanent Easement containing the revised legal description of the easement.
3. Grantor shall coordinate the Relocation with Grantee and any and all utility companies having lines, pipes and conduits within the 30' Wide Permanent Easement area prior to the start of construction of any Relocation, and any and all costs incurred by Grantee and said

utility companies in performing any work on its or their utility lines within the easement areas for the Relocation shall be at the sole cost and expense of Grantor.

4. In the event the Relocation results in damage to any utility providers located within said easement area, Grantor shall be liable therefor to Grantee and any utility companies with facilities located within the 30' Wide Permanent Easement area

5. Upon completion of the Relocation, the access driveway within the relocated 30' Wide Permanent Easement shall be equal to or better than the condition of said driveway existing before the Relocation and Grantor shall present a plan showing the relocated 30' Wide Permanent Easement as constructed unless the Relocation is within a public or private way shown on an existing plan.

6. At all times during the Relocation, Grantor and its contractors shall maintain liability insurance and New Hampshire statutory workmen's compensation insurance with the Grantee and the utility companies named as additional insureds under the liability policies as their interests may appear.

In all other respects, the 30' Wide Permanent Easement as described in the Warranty Deed of Monahan-Fortin Properties, LLC to Town of Hudson recorded at Book 7726, Page 0864 in the Hillsborough County Registry of Deeds shall remain in full force and effect.

**IN WITNESS WHEREOF**, we have hereunto set our hands on the day and year first above-written.

MONAHAN-FORTIN PROPERTIES, LLC

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

Name: \_\_\_\_\_  
*(Type or Print)*

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

\_\_\_\_\_  
Witness

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Monahan-Fortin Properties, LLC, known to me or satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and being duly authorized so to do, made oath that he executed the same as his free act and deed for the purposes therein contained on behalf of Monahan-Fortin Properties, LLC.

Before me,

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

TOWN OF HUDSON

\_\_\_\_\_  
Witness

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

Name: \_\_\_\_\_  
*(Type or Print)*

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

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Town of Hudson, known to me or satisfactorily proven to be, the person whose name is subscribed to the foregoing instrument, and being duly authorized so to do, made oath that he executed the same as his free act and deed for the purposes therein contained on behalf of the Town of Hudson.

Before me,

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

8E

*Approved  
5-14-24*



# TOWN OF HUDSON

## Engineering Department



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

**RECEIVED**

2024

TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: April 29, 2024

RE: Design & Construction Storm Water Best Management Practices (BMP)  
Project 7210

In November 2021, the Board of Selectmen decided to fund this project with American Rescue Plan (ARPA) funds. Out of all the projects that were funded by ARPA funds, this is the only outstanding project currently still in the works, with a \$20,000 budget.

In addition, our current ARPA balance shows a \$20,934.32 that could be reassigned to any project on the list. The Engineering Department recommends the transfer of \$20,000 to project 7210, which will be utilized for improvements at the Adam Drive culvert repair project.

Currently, we are advertising for engineering services and construction services related to this project and are planning to utilize the drainage capital reserve funds as well in addition to ARPA funds. .

The remaining \$40,000 ARPA funds will be used towards the Adam drive culvert repair.

**Motion:**

**To approve and increase the budget of project 7210 to \$40,000, related to Adam Drive repair, as recommended by the Town Engineer and Finance Director.**

*Agenda*  
5-14-24



# 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: April 26, 2024

RE: Request for Expenditure of Donations Funds

**RECEIVED**

APR 29 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

The Land Use Division currently has a donation account and balance of 11,510.21, which could be utilized for equipment required at this division. Recently two Fujitsu colored printers / scanners were purchased utilizing the Planning Department Office Supplies account for the amount of \$5,019.96 (PO# PAZ24025).

The Planning Department Office Supplies account would be refunded by transferring funds from the donation account to the Planning Department Office Supplies Account for the amount of \$5,019.96.

In addition, Engineering Department is in need of additional server storage to provide back up to all the data. We are requested the board to allocate \$5,000 of these funds towards these efforts.

**First Motion:**

To approve the transfer of \$5,019.96 of funds from Account# 4559 (Hudson Economic Development), to Account# 4191-5571-303 (Planning Office Supplies), not to exceed \$5,019.96.

**Second Motion:**

To approve the transfer of \$5,000 of funds from Account# 4559 (Hudson Economic Development), to Account# 5570-572-411 (Land Use- IT-Computer Equipment), not to exceed \$5,000.



**Town of Hudson, NH  
Donations Reconciliation  
As of December 27, 2023**

\* Budget Entry  
Debit Expense  
Credit Revenue  
JV.\*

Revenue Account	Department	Description	Beginning Balance	FY2024 Contributions	Approp Transfer	Ending Balance	Department Totals	FY24 Add. to Restr. FB
4556	Police	K-9 Donations	5,592.88			5,592.88		
4556	Police	Animal Control Donations	6,409.69			6,409.69		
4556	Police	Fitness Area Donation	200.00			200.00		
4556	Police	Explorer Account	737.82			737.82		
4556	Police	Community Policing	12,904.43			12,904.43		
4556	Police	Bullet Proof Vests	300.00			300.00		
4556	Police	Equipment	8,266.52			8,266.52		
4556	Police	Comfort Canine Program	5,291.33	1,500.00	(1,469.46)	5,321.87		
4556	Police	Donation	3,938.11		(492.07)	3,446.04		
4556	Police	DARE Program	10,600.84			10,600.84	53,780.09	(461.53)
4557	Fire	Donation	21,550.07			21,550.07		
4557	Fire	Explorers	105.40			105.40		
4557	Fire	Safety Vests	350.50			350.50		
4557	Fire	Specialized Projects	887.54			887.54	22,893.51	-
4558	Recreation	Donation	16,831.38	225.00		17,056.38		
4558	Recreation	In Memory of	2,865.00			2,865.00		
4558	Recreation	Concession proceeds	1,375.00			1,375.00		
4558	Recreation	New Building	856.00			856.00		
4558	Recreation	Skate Park	88.34			88.34	22,040.72	225.00
4559	Benson	Donation	10,582.02			10,582.02		
4559	Benson	Tree Replacement	3,600.00			3,600.00	14,182.02	
4559	Admin	Benson 911 Monument	666.26			666.26	666.26	
4559	Comm Dev	Hudson Economic Devel	11,510.21			11,510.21	11,510.21	
4559	Sustainability	Sustainability Committee	150.00			150.00	150.00	
4559	Admin	Senior Center	100.00			100.00	100.00	
4559	Admin	Town Poor	11,475.00			11,475.00	11,475.00	-
4560	Cons Comm	Conservation Comm	1,659.58			1,659.58		
4560	Cons Comm	Hudson Ponds	3,050.00			3,050.00		
4560	Cons Comm	Robinson Pond	1,250.00			1,250.00		
4560	Cons Comm	Olarnc Pond	1,191.82			1,191.82	7,151.40	-
4559	Cable Comm	Donation	500.00			500.00	500.00	
4561	Sewer	Greeley Street	10,633.74			10,633.74		
4561	Sewer		70,000.00			70,000.00	80,633.74	-
4535-35	Sr Revolving	Senior Activities	5,405.40	-		5,405.40	5,405.40	-

<b>3405</b>	<b>Restricted Fund Balance - Donations</b>	<b>230,724.88</b>	<b>1,725.00</b>	<b>(1,961.53)</b>	<b>230,488.35</b>	<b>230,488.35</b>	<b>(236.53)</b>	GF
		A	B	B	C		-	SF
							-	S Cntr

Prepared by: L. Labrie

GF	
3405	125,459.34
3405	11,575.00
3008-02	80,633.74
3405-06	7,151.40
3405-35	5,405.40
3405-45	500.00
4556	(461.53)
4557	-
4558	225.00
4559	-
4561	-
4535	-
	(236.53)
	<b>230,488.35</b>

Book this chg  
Book this chg  
Book this chg  
Book this chg  
Book this chg

beg bal + any \$\$ donations - spending  
= donations to be received

End of yr entry	<u>Debit</u>	<u>Credit</u>
3500		
3405		

proof

8G *Agudo*  
5-14-24



# TOWN OF HUDSON

## Engineering Department



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

**RECEIVED**

MAY 09 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: May 9, 2024

RE: Memorandum of Understanding between Town of Hudson and  
Pennichuck Water

The Town of Hudson, Pennichuck Water Works, and the New Hampshire Department of Environmental Services have been working together towards the possibility of building a water transmission line that will address the water needs in the region, including Hudson, and are part of the effort by the state to address the forever (pfas) chemicals situation.

We are in the process of starting to investigate and analyze where the best location for a river crossing would be, and these efforts will be funded by the NHDES through a grant program, similar to the grant the Town of Hudson received for the master regional study, currently underway.

The river crossing investigation will be spearheaded by Pennichuck Water Works, in partnership with the Town of Hudson, and will be 100% funded by the state. Attached is the Memorandum of Understanding between the Town of Hudson and Pennichuck Water Works regarding this phase, and is ready for approval by this board.

**Motion:**

**To approve and authorize the Town Administrator to sign the Memorandum of Understanding, as recommended by the Town Engineer.**

**MEMORANDUM OF UNDERSTANDING  
AMONG  
PENNICHUCK WATER WORKS, INC.,  
PENNICHUCK EAST UTILITY, INC. AND  
THE TOWN OF HUDSON, NEW HAMPSHIRE**

**- MERRIMACK RIVER CROSSING -  
RIVER CROSSING SURVEY AND ANALYSIS OF TWO SCENARIOS**

This Memorandum of Understanding (“MOU”) is made and entered into as of \_\_\_\_\_, 2024 by and among Pennichuck Water Works, Inc. (“PWW”), Pennichuck East Utility, Inc. (“PEU”) and the Town of Hudson, New Hampshire (“Hudson”) (PWW, PEU and Hudson are referred to collectively herein as the “Parties”).

**RECITALS**

WHEREAS, the New Hampshire legislature appropriated a non-lapsing sum of \$9,700,000 to the New Hampshire Department of Environmental Services (“NHDES”) “for the purpose of funding a new drinking water transmission main between the existing Nashua Core water distribution system and the existing Litchfield water distribution system, including all ancillary projects needed, including, but not limited to booster pumping stations, directional drilling under the Merrimack River, and all associated design and construction permits” effective as of June 30, 2023 (referred to herein as the “Merrimack River Crossing Project” or the “Project”);

WHEREAS, the Parties each have an interest in working together and with NHDES to complete the Merrimack River Crossing Project to enhance access to water from the Nashua Core water distribution system; and

WHEREAS, the Parties wish to enter into this MOU to memorialize their understanding of the first phase of the Merrimack River Crossing Project consisting of engineering and design work to determine the best location and path for the Project (“Phase 1”) and to plan for subsequent phases of the Project.

NOW THEREFORE, the Parties agree as follows:

1. Project Engineering and Design Consultant.
  - A. The Parties shall work together to develop an RFP and choose a consultant that will perform the engineering and design work for Phase 1 of the Project.
  - B. The scope of work expected from the consultant for Phase 1 includes but is not limited to the following:
    - i. Assessment of two identified routes for crossing the Merrimack River as outlined in the attached Exhibit A;
    - ii. Due diligence of certain real property located at 2 Hills Ferry Rd., Nashua, NH currently owned by Beazer East Inc. and Marvin F. Poer & Co, SPS

- RE, subject to permission from any such owners to enter the site and including a desktop study of such site;
- iii. Review of any necessary environmental permitting for each of the identified routes including shorelands and wetlands protection;
  - iv. Review of any necessary local land use permitting and approvals that may be required;
  - v. Review of any easements that may be required;
  - vi. Ordering any necessary design surveys including land surveys, bathometric and river bottom survey, topography and elevation surveys;
  - vii. Investigation of whether AOT is applicable to the Project; and
  - viii. Contacting any necessary parties, with coordination and assistance from PWW as necessary, to develop preliminary access for the Project including the owners of any real property directly affected by the Project and CSX with respect to the railroad.
- C. PWW will be responsible for managing the contract with the consultant, subject to input from PEU and Hudson.
2. Preliminary Project Design. Based on the findings and work of the consultant, the Parties will determine the best route for the Project. Thereafter, PWW in partnership with Hudson and PEU, will complete a preliminary design of the river crossing for the Project and outline the scope of work for other phases needed to complete the Project. Final design and scope of work for the Project will be determined and agreed upon by all Parties.
  3. Project Management. PWW agrees to be responsible for oversight and management of the Project through Phase 1, including the coordination of funding from NHDES as set forth below. All decisions shall be made in coordination by all Parties.
  4. Project Funding. All work to be done by any Party pursuant this MOU shall be subject to and contingent upon prior agreement in writing from NHDES to either directly fund or reimburse the applicable Party for the work to be performed in accordance with and from the appropriation described in the Recitals above.
  5. Approvals. Prior to entering any further phases of the Project, the Parties shall obtain any approvals necessary for such further phases including any corporate or town approvals, approval from the New Hampshire Public Utilities Commission (“NHPUC”), approvals or agreements necessary from affected landowners and the railroad, and any other approvals or permitting identified as necessary for the Project in Phase 1. Performance under this MOU and any phases after Phase 1 of the Project shall be contingent upon such approvals being obtained.
  6. Further Agreements. Once the path/route for the Project is determined and prior to the entering into of any construction agreement or construction work for the Project, the Parties shall determine and agree in writing which Party or Parties shall own the Project once completed, responsibility and allocation of costs, including maintenance and taxes, related to the Project once completed, and the terms for a special water contract(s),

subject to NHPUC approval, to establish interconnection points and rates and to allow access to water from the Project by each of the Parties as needed for their operations under a separate Memorandum of Understanding.

7. Termination. This MOU may be terminated at any time by any Party upon written notice to the other Parties. If it is determined for any reason by the Parties that the Project will not proceed to construction after Phase 1, this MOU will automatically terminate.
8. Governing Law. This MOU shall be governed, construed, and interpreted by, and in accordance with the laws of the State of New Hampshire.
9. Counterparts. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their authorized representatives as of the date first set forth above.

**PENNICHUCK WATER WORKS, INC.**

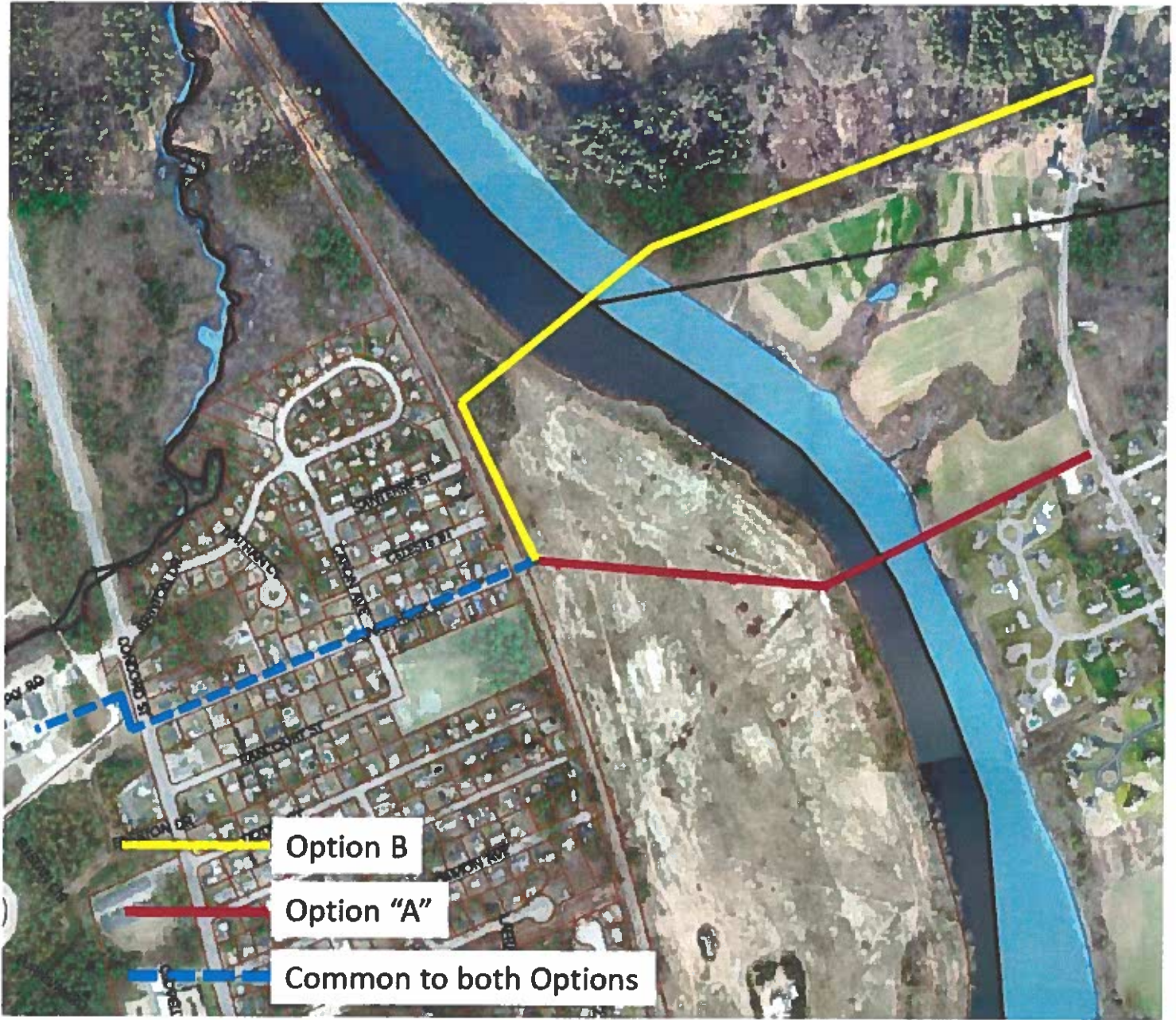
**By:** \_\_\_\_\_  
**John Boisvert, CEO**

**PENNICHUCK EAST UTILITY, INC.**

**By:** \_\_\_\_\_  
**John Boisvert, CEO**

**TOWN OF HUDSON**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_



Option B

Option "A"

Common to both Options




# TOWN OF HUDSON

## Engineering Department



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

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: May 9, 2024

RE: Update Regarding Taylor Falls and Veteran's Memorial Bridge

**RECEIVED**

MAY 10 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

The Taylor Falls and Veteran's Memorial bridges are in need of rehabilitation and are the responsibility of the City of Nashua and the Town of Hudson.

We have been working with the City of Nashua to design the rehabilitation of both bridges and have secured federal funds, up to \$2.7 million for the construction phase.

All the necessary contracts and agreements are in place and we are planning to start the construction phase on June 3, 2024 and the Veteran's Memorial Bridge will be the first one to be worked on. We will need to close one lane of the bridge which will result in heavy morning delays along route 102 (Derry Road) and traffic will spill on to Lowell Road to the Sagamore bridge.

Electronic boards will be up to notify everyone and a red alert will be sent out as well. We are also planning to have a segment done about this on the WMUR channel.



*Agenda*  
5-14-24

**RECEIVED**

MAY 09 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

# Community Power Update

## May 14, 2024

Hudson Board of Selectmen &  
Hudson Sustainability Committee



# Agenda

- Status update
- Future
- Questions & Discussion

# Hudson Community Power Status Update

- Enrollment started in late January and ended in late February
- Hudson Community Power offers four rates to choose from:

Granite Basic (8.1¢/kWh) – default 24.3% renewable	Granite Plus (8.4¢/kWh) 33% renewable
Clean 50 (9.4¢/kWh) 50% renewable	Clean 100 (12.4¢/kWh) 100% renewable

- Customers can call the Customer Service Center (866-603-7697) or use the HCP web site ([communitypowernh.gov/hudson](http://communitypowernh.gov/hudson)) to opt-out, -in, or –up
- Most enrollment issues had to do with incomplete account data supplied by Eversource
- Net-metering issues continue to be worked; progress is being made

## HCP Enrollment (as of 5/7/24)

- Total Electricity Customers in Hudson: 9120
- Total HCP customers on Granite Basic (default): 8527
- Total HCP customers that have opted in: 239
- Total HCP customers that have opted up: 7
- Total customers that have opted out: 347

# Future

- CPCNH continues to grow: 14 more communities will launch in June; expect to be at 60 communities by the end of 2024
- CPCNH continues to be on track re: hitting reserve targets
- A new rate period will take effect on August 1
  - The current 1.5¢/kWh remittance for rate class R customers ends August 1
  - New CPCNH rates will be published at least 30 days before August 1
- CPCNH is working on annual (12-month) rate offerings for customers with larger loads (C&I, municipalities, ...)
- Community-specific discretionary reserves will likely become an option starting August 1

# Questions & Discussion

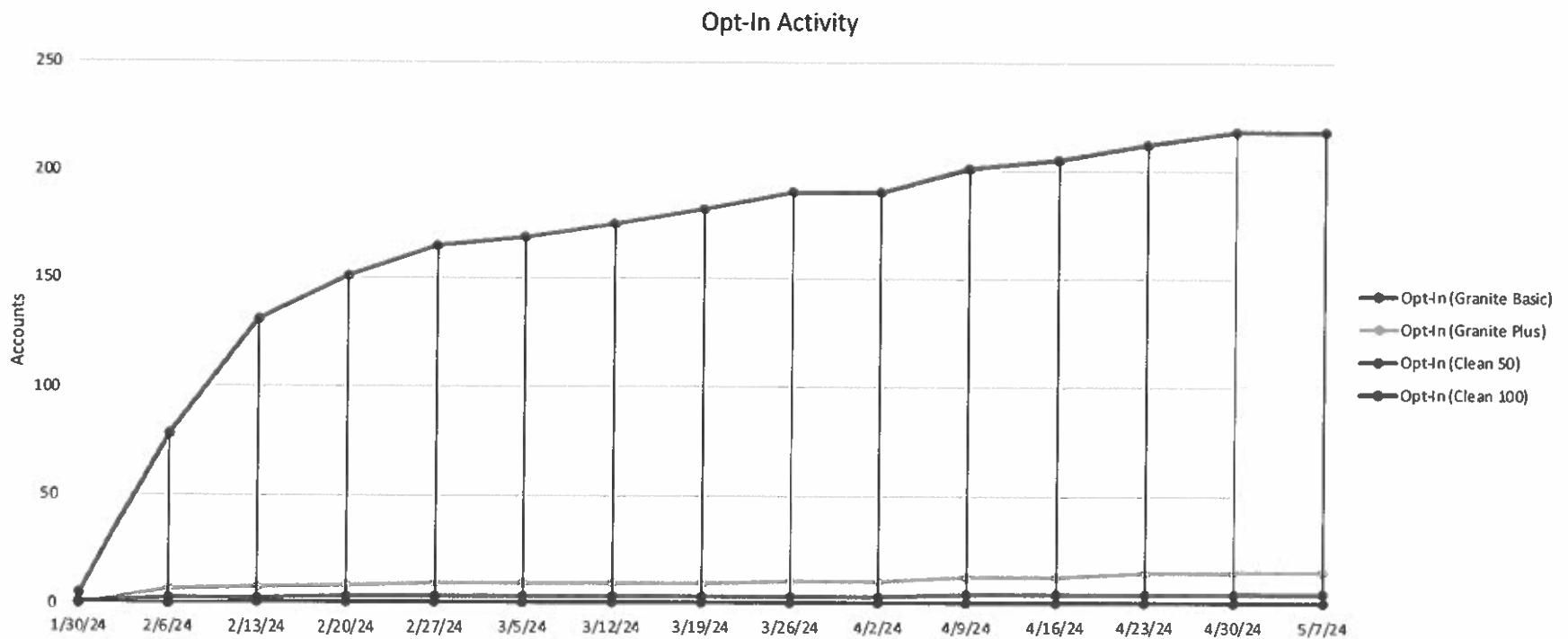


**COMMUNITY  
POWER COALITION**  
OF NEW HAMPSHIRE  
*For communities, by communities.*

# Backup Slides

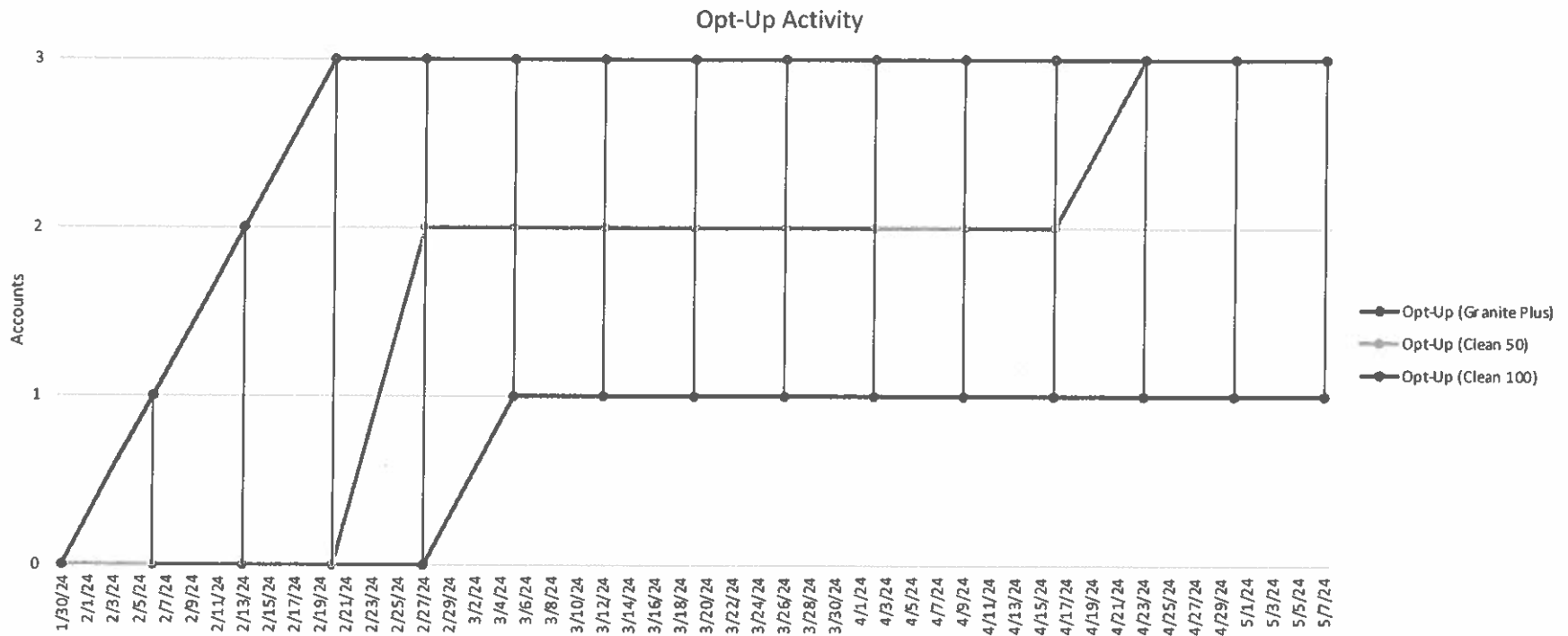
To be used if necessary

# HCP Opt-In Activity Over Time

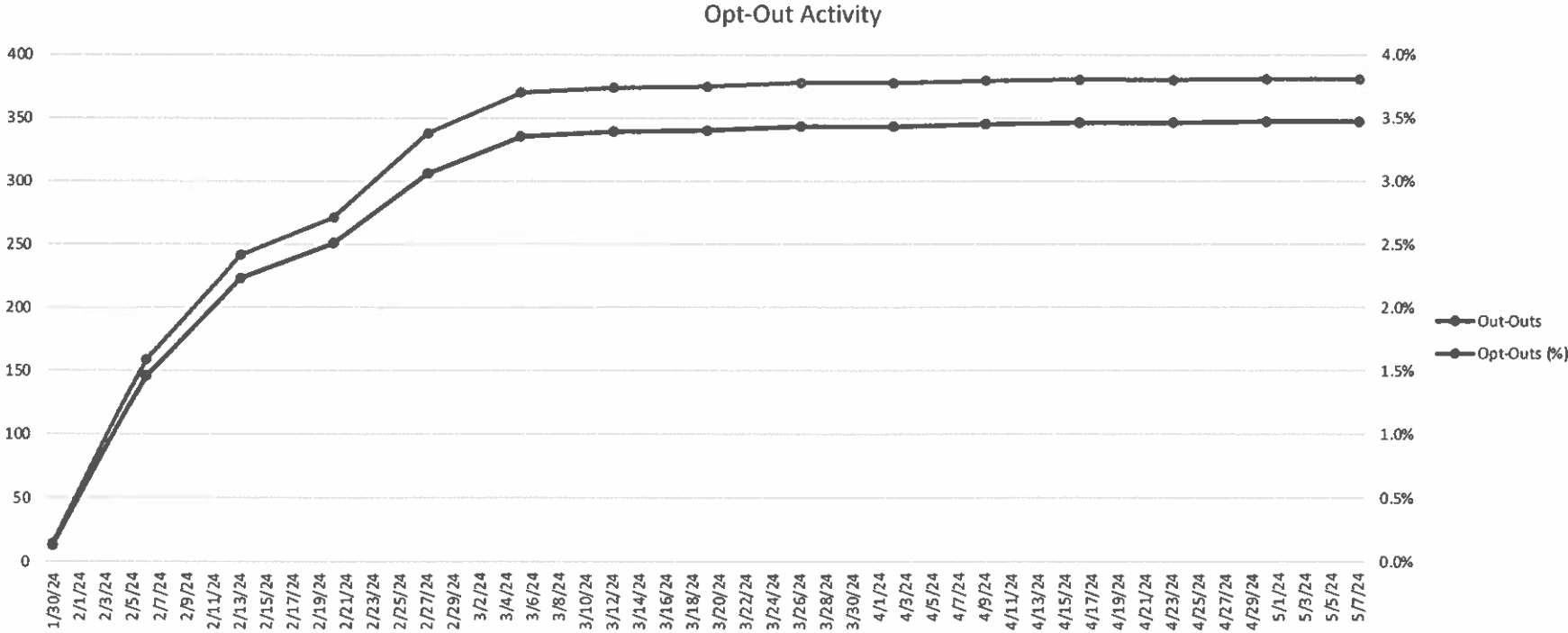




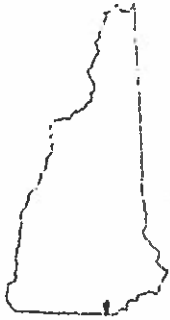
# HCP Opt-Up Activity Over Time



# HCP Opt-Out Activity Over Time



*Agenda*  
5.14.24



# TOWN OF HUDSON

## Police Department

*Partners with the Community*

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



**RECEIVED**

Tad K. Dionne  
Chief of Police

TO:

The Board of Selectmen  
Steve Malizia, Town Administrator

MAY 10 2024  
Captain David A. Cayot  
Special Investigations Bureau

TOWN OF HUDSON  
SELECTMENS OFFICE  
Captain Steven C. McElhinney  
Administrative Bureau

From: Tad K. Dionne, Chief of Police 

Captain Patrick M. McStravick  
Operations Bureau

Date: May 9, 2024

Re: Agenda Item

**Scope:**

The Police Department is requesting to meet with the Board of Selectmen at their 14 May, 2024 meeting to respectfully ask the Board of Selectman to waive the competitive bidding requirements as outlined in Hudson Town Code 98-1C and allow us to contract with Control Technologies Inc. to complete HVAC improvements including the installment of a new JACE System, five (5) VAV units and room sensors.

The existing HVAC system has outdated software and control systems which are no longer available for upgrade or replacement, due to age.

This project will have a total cost of \$39,714.00 which we are seeking to fund through the Energy Efficiency Capital Reserve Fund.

**Motion 1:**

To waive the competitive bidding requirements as outlined in Hudson Town Code 98-1C and allow the Police Department to award the bid to Control Technologies Inc.

**Motion 2:**

To accept the Police Department's recommendation to use funds from the Energy Efficiency Capital Reserve Fund in the amount of \$39,714.00 to be used for HVAC improvements to software and control systems.



May 8, 2024

Hudson Board of Selectmen  
12 School St.  
Hudson, NH 03051

**RECEIVED**

MAY 09 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

Ref: Energy Efficiency Capital Reserve Fund – Request for Disbursement

Dear Board of Selectmen,

I am not only the Chair of the Sustainability Committee, but the only member remaining from when the Energy Efficiency Capital Reserve Fund was created and presented to voters in March of 2020. That spring the voters approved a Warrant Article stating:

To establish an Energy Efficiency Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of assessing, designing, and/or implementing energy efficiency projects in town buildings or properties, and to raise and appropriate the sum of \$25,000 to be placed in fund. To name the Board of Selectmen as agents to expend.

Then in 2021 a Warrant Article was presented to and approved by voters to add to that fund in the amount of \$25,000.

The Hudson Police Department will be presenting a request for a disbursement from the Energy Efficiency Capital Reserve Fund. The HPD's packet will prove that the project is necessary to maximize energy efficiency across both the old and new sections of the Hudson Police Station. This project is vital to the energy related operations of the whole building. It is my sincere opinion that it meets the intent and goals under which the Energy Efficiency Capital Reserve Fund was created.

The current fund balance is more than \$58,000. As noted above, this fund is only available for Town focused energy efficiency related projects.

I will be available to answer questions during the HPD's presentation and request for approval of a disbursement from the Fund on May 14, 2024.

Respectfully submitted,



Debra Putnam  
Hudson Sustainability Committee Chair



# TOWN OF HUDSON

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



## Request for Proposal/Bid Checklist

Department: Police

Project Name: HVAC Efficiency Improvements.

Date: May 9, 2024

Budget: Energy Efficiency Capital Reserve Fund

Was This Project Advertised? Yes  No

Where? \_\_\_\_\_

Was it delivered to four vendors/contractors? Yes  No

If No, reason why: See supporting document

If Yes, list of vendors/contractors delivered to:

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_
- 4.) \_\_\_\_\_

Selected Contractor/Vendor: Control Technologies Inc.

Award Amount: \$39,714.00



# TOWN OF HUDSON

## Police Department

*Partners with the Community*

---

1 Constitution Drive, Hudson, New Hampshire 03051  
Voice/TTY (603) 886-6011/Crime Line (603) 594-1150/Fax (603) 886-0605



*Tad Dionne*  
*Chief of Police*

*Captain David Cayot*  
*Special Investigations Bureau*

*Captain Patrick McStravick*  
*Operations Bureau*

*Captain Steven McElhinney*  
*Administrative Bureau*

TO: Board of Selectmen  
Steve Malizia, Town Administrator

FROM: Chief Tad K. Dionne

DATE: May 9, 2024

RE: Request for Proposal / Bid (cont.)

The Hudson Police Department respectfully requests to waive the bid process for our upcoming project to improve the existing HVAC system, which was not included in our recent building renovations.

The company we wish to contract with, Control Technologies, has provided full maintenance and repair services for the Hudson Police Station since it was built thirty years ago. The company is intimately familiar with our aging and outdated system and has provided detailed solutions for improving this system to function with modern equipment and with improved efficiency. In addition, Control Technologies has agreed to continue to service our facility, to include all new HVAC systems installed during the expansion. To this end, we are seeking permission to waive the bid process and contract with Control Technologies to facilitate upgrading our existing HVAC system with money obtained from the Energy Efficiency Capital Reserve Fund.



Control Technologies, Inc.  
111 Zachary Rd.  
Manchester, NH 03109  
Phone: (603)620-6070  
FAX: (603)620-0352

Re: Niagara AX to N4 Upgrade  
Quote To: Dan Clark (Company: HUDSON POLICE DEPARTMENT )  
FAX:

Date: 5/8/2024  
Quote Number: N97707 2-7890  
Quote From: Pete Janos

Niagara N4 Jace + (5) Distech ECY VAV controllers

Control Technologies is pleased to provide pricing to replace the obsoleted AX Jace controller and (5) Invensys VAV controllers. Install a Distech Niagara N4 9100 series Jace and (5) Distech ECY VAV controllers with digital SmartView room sensors.

Scope of Work

- Decommission and demo the old Niagara AX Jace and (5) Invensys VAV box controllers.
- Install a Distech Niagara N4 Jace controller with low voltage power transformer in a new metal enclosure
- N4 Jace, includes a 18 month SMA and Barber Coleman ASD driver to connect to all existing legacy controllers.
- Program the database in the new N4 Jace as it was written in the AX database.
- Install (5) new Distech ECY VAV controllers with (5) digital SmartView room sensors, includes all CAT6 cabling.
- Check and verify proper graphics display and communications with all devices throughout the building
- Assist customer with setting up user accounts and log in credentials.
- Provide a 1 year warranty.

Total Price \$39,714.00

Clarifications: Excludes any IT, firewall or networking issues. Reuse existing network drop. Customers IT pro's will need to provide IP's for new controllers. Excludes any line voltage electrical work should it be required. Any component found to be failed during the project will be quoted separately. VAV box controllers to be replaced (TBD), any airflow balancing is excluded.

PLEASE CALL IF INCOMPLETE

NOTE: This quote represents the entire agreement between the parties. Quote is valid for 30 days unless otherwise noted. Price is for work to be performed during normal business hours unless otherwise noted.

Submitted By: Pete Janos

Representative Signature: Pete Janos

Date: 5/8/2024

Accepted for: HUDSON POLICE DEPARTMENT

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

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_ PO# \_\_\_\_\_



Control Technologies Inc.  
111 Zachary Road,  
Manchester, NH 03109  
T 603.626.6070  
F 603.626.0352  
[www.controltechinc.com](http://www.controltechinc.com)

April 8, 2024

Tad Dionne  
Chief of Police  
Hudson Police Department

Dear Tad,

Regarding your current energy management system and the proposed system upgrade, I can explain the existing system and the benefits of a system upgrade for the site located at 1 Constitution Drive in Hudson, NH.

The existing nearly 30-year-old system consists of legacy "Network 8000" Barbar Colman controllers that are currently no longer supported by the manufacturer and in fact, the manufacture has since changed names and ownership 4-5 times since the installation. These controllers are unavailable to purchase new and a challenge to purchase used, if possible. Commonly referred to as application specific controls, these existing controllers were before control system were 'open protocol' and only communicate on their own communication bus using a unique language only used by the manufacturer of that time. Since then, Lon, BACnet, Modbus, and other protocols have been introduced and many of these have since been obsoleted.

A strong argument for replacement would be a planned and organized process to replace units before they cause catastrophic failure. These current controllers provide the building with heating, cooling, and fresh air by controlling boilers, the chiller, pumps, air handlers, and VAV's. A strategic plan or timeline could prevent unplanned outages and/or building and equipment damages i.e. frozen pipes in the winter or dispatch equipment overheats in the summer.

Without an extensive building analysis, a return-on-investment number would be a challenge to conclude. Older control systems do not have the ability to process data as the newer systems do. Picture the Windows operating system of the 1990's, Windows 3.1, compared to Windows Software today, that is a similar comparison of the 1994 installed system versus today's control system and your control system is a Microsoft MS-DOS based system. What are the abilities of a new control system? We have the ability to add logic to control outside air dampers based on CO2 levels, also we have the ability to add CO2 sensors, the existing system does not have the space for added programming nor the ability to add additional sensors. We can now pull data to control fan speeds on air handlers on actual demand, as apposed to a fixed set point that we have now. New VAV controllers have the ability to have occupancy sensors where unoccupied rooms can shut down in a 'stand by' mode. I mentioned just a few of the abilities that a new system can provide that your existing system cannot.

The proposed control system upgrade is a path to get you to some of these energy saving sequences. The current proposal replaces the existing global controller and gives us the ability to replace several already failed VAV controllers. A yearly budget to replace a few controllers a year can make this happen without a major capital expense and intrude some energy saving sequences once new controllers are in place.

I hope I have answers some of your questions and, as always, I am free to discuss at any time.

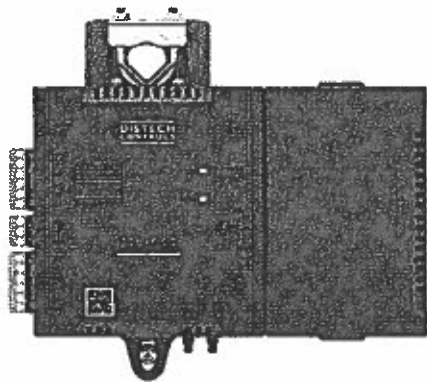
Sincerely,

Ken Munsey  
Service Division Manager



# ECLYPSE™ Connected VAV Controller

ECLYPSE™



## Overview

The ECLYPSE Connected VAV Controller (ECY-VAV) is designed to control any variable air volume (VAV) box. It supports BACnet/IP communication and is a listed BACnet Building Controller (B-BC).

The ECY-VAV comes with an embedded web server that enables web-based VAV application configuration and a visualization interface. It also features embedded scheduling, alarming, and logging. Control logic and graphic user interface can be customized as required for the application.

## Features & Benefits

- Uses BACnet/IP and IT standards, delivering empowered IP connectivity and open integration with building management systems
- Uses cryptographic modules making it FIPS 140-2 "Inside"
- Via its RESTful API, data can be accessed from different applications, such as energy dashboards, analytics tools, and mobile applications
- Comes with ECLYPSE Designer Viewer and the associated pre-loaded rooftop unit applications and graphics pre-installed
- xpressENVYISION offers a simplified and streamlined experience in a workflow oriented, drag & drop GUI environment
- Supports EC-gfxProgram, which makes Building Automation System (BAS) programming effortless
- Supports Smart Room Control for an end-to-end system for the control of HVAC equipment, lighting, and shades/sunblinds
- Embedded alarms, trend log and schedule support allows for fully distributed data and logic providing a more robust system
- Automatic email notifications for system status and alarms to ensure faster system servicing and response time
- Robust hardware design featuring metallic pitot terminal bars as well as metallic anchor point and mounting bracket
- ECLYPSE edge analytics automates the commissioning process, saving up to 30-45 minutes per device

# Model Selection

Example: ECV-VAV (SI)

ECV-VAV (IMP) Plenum-rated

Series	Model	Units	Option
ECV-VAV	[blank] : Standard 24VAC/DC power supply -PoE : Power Over Ethernet	(SI) : Preloaded Apps in SI (Metric) units (IMP) : Preloaded Apps in Imperial (US) units	Plenum-rated : UL2043 plenum-rated with standard 24VAC/DC power supply (only for North America, not available with PoE model).
11-points, 4 UI, 2 UO, 4 DO, 18 Vdc power supply output, built-in flow sensor, integrated damper actuator, ENVYISION viewer			

1. SEP models (single Ethernet port) have secondary Ethernet port factory disabled

## Accessories

ECLYPSE Wi-Fi Adapter	Wi-Fi Adapter for ECLYPSE Connected Controllers.
ECLYPSE Open-To-Wireless™ Adapter	EnOcean communication protocol adapter for ECLYPSE Connected Controllers.
Terminal covers	Terminal cover designed to conceal the wire terminals of the ECV-VAV Series controllers. Required to meet local safety regulations in certain jurisdictions.

## Product Specifications

### Power Supply Input (ECV-VAV Models)

Voltage Range <sup>1</sup>	24VAC/DC; ±15%; Class 2
Nominal Power Consumption	7VA; all external loads excluded, no USB peripherals
Full Load Power Consumption	20VA; external 24VAC loads excluded
Frequency Range	50 to 60Hz
Overcurrent Protection	Field replaceable fuse
Fuse Type	3A, fast-acting, 5 × 20mm (GMA-3A)
Power Factor	>90%

1. 24VDC does not support DO (triac outputs).

### Power Supply Input (ECV-VAV-PoE Models)

Power over Ethernet Link Powered	IEEE 802.3at
PoE Switch	Must be listed as Limited Power Source (LPS) per UL60905
Overcurrent Protection	Field replaceable fuse
Fuse Type	3A, fast-acting, 5 × 20mm (GMA-2A)
Powering External Devices	Up to 15 Watts maximum (power is available from the controller's power supply input terminals)

### Communications

Ethernet Connection Speed	10/100 Mbps
Cable Type	Cat 5e, 8 conductor twisted pair (unshielded)
Addressing	IPv4 or Hostname
BACnet Profile	BACnet Building Controller (B-BC), AMEV AS-A and AS-B
BACnet Listing	BTL, WSP B-BC
BACnet Interconnectivity	BBMD forwarding capabilities BACnet/SC routing (Beta)
BACnet Transport Layer	IP, BACnet/SC (Node; Beta)
Web Server Protocol	HTML5
Web Server Application Interface	REST API

Wireless Adapter	Optional, USB Port Connection
Wi-Fi Communication Protocol	IEEE 802.11b/g/n
Wi-Fi Network Types	Client, Access Point, Hotspot

### Subnetwork

Communication	RS-485
Cable Type	Cat 5e, 8 conductor twisted pair
Connector	RJ-45
Connection Topology	Daisy-chain
Maximum number of standard room devices supported per controller combined <sup>1</sup>	4
Allure EC-Smart-Vue Series <sup>2</sup>	4
Allure EC-Smart-Comfort Series	4
Allure EC-Smart-Air Series <sup>2</sup>	4
EC-Multi Sensor	4
ECx-Light-4 / ECx-Light-4D / ECx-Light-4DALI <sup>1</sup>	2
ECx-Blind-4 / ECx-Blind-4LV / ECx-Blind4SMI / ECx-Blind-4SMI-LoVo <sup>1</sup>	2
Maximum number of Bluetooth low energy room devices per controller combined <sup>3</sup>	4
Allure UNITOUCH™	2
EC-Multi-Sensor-BLE	4

- For more details about supported quantities, see the Product Selection Tool available in Builder: <https://builder.distech-controls.com>.
- A controller can support a maximum of 2 Allure sensor models equipped with a CO<sub>2</sub> sensor. Any remaining connected sensors must be without a CO<sub>2</sub> sensor.
- A mixed architecture with standard room devices and Bluetooth low energy enabled devices is not recommended.

### Hardware

Processor	Sitara ARM processor
CPU Speed	600MHz
Memory	4GB Non-volatile Flash (applications & storage) 512MB RAM
Real Time Clock (RTC)	Real Time Clock with rechargeable battery

	Supports SNTP network time synchronization
RTC Battery	20 hours charge time, 20 days discharge time Up to 500 charge / discharge cycles
Cryptographic Module	FIPS 140-2 Level 1 Compliant
Ethernet (ECY-VAV)	2 × switched RJ-45 Ethernet ports with integrated fail-safe for daisy-chaining
Ethernet (ECY-VAV-PoE)	1 × RJ-45 PoE+ Ethernet port 1 × switched RJ-45 Ethernet port
USB Connections	2 × USB 2.0 Ports 1 × Micro-USB 2.0 Ports
Subnet	RJ-45
Green LED	Power status, Subnet TX, and Ethernet Traffic
Orange LED	Controller status, Subnet RX, and Ethernet Speed
Open-to-Wireless Adapter	
Communication Protocol	EnOcean wireless standard <sup>1</sup>
Connector Type	USB
Number of Wireless Inputs	Unlimited <sup>2</sup>



1. Available when an optional external ECLYPSE Open-to-Wireless Adapter is connected to the controller. Refer to the Open-to-Wireless Application Guide for a list of supported EnOcean wireless modules.
2. Wireless Inputs will only be limited by physical distance between the EnOcean devices and the ECLYPSE Open-to-Wireless Adapter.

#### Integrated Damper Actuator

Motor	Belimo brushless DC motor
Torque	45 in-lb, (5 Nm)
Degrees of Rotation	95° adjustable
Shaft Diameter	5/16 to 3/4" (8.5 to 18.2mm)
Acoustic Noise Level	< 35 dB (A) @ 95° rotation in 95 seconds

#### Mechanical

ECY-VAV Dimensions (H × W × D)	7.90 × 5.51 × 3.70" (200.61 × 139.93 × 94.04 mm)
ECY-VAV-PoE Dimensions (H × W × D)	7.90 × 8.17 × 3.70" (200.61 × 207.59 × 94.04 mm)
Dimensions with Terminal Covers (H × W × D)	7.90 × 10.84 × 3.70" (200.61 × 275.26 × 94.04 mm)
ECY-VAV Shipping Weight	2.00lbs (0.90 kg)
ECY-VAV-PoE Shipping Weight	2.50lbs (1.14 kg)
Terminal Cover Shipping Weight (one side, bulk packaged)	0.30lbs (0.14 kg)
Enclosure Material <sup>1</sup>	FR/ABS
Enclosure Rating	Plastic housing, UL94-5VB flammability rating

1. All materials and manufacturing processes comply with the RoHS directive and are marked according to the Waste Electrical and Electronic Equipment (WEEE) directive

#### Environmental

Operating Temperature	32 to 122°F (0 to 50°C)
Storage Temperature	-4 to 122°F (-20 to 50°C)
Relative Humidity	0 to 90% non-condensing
Ingress Protection Rating	IP20 (IEC 60529)
Nema Rating	1

#### Standards and Regulations

CE Emission	EN61000-6-3: 2007+A1:2011
CE Immunity	EN61000-6-1: 2007
FCC	Compliance with FCC rules part 15, subpart B, class B
UL Listed (CDN & US)	UL916 Energy management equipment UL2043 Suitable for use in air handling spaces (for Plenum-rated models only)



#### On-Board Air-Flow Sensor

Differential Pressure Range	±2.0 in. W.C. (±500 Pa) Polarity-free high-low sensor connection
Input Resolution	0.00007 in. W.C. (0.0167 Pa)
Air Flow Accuracy	±4.0% @ > 0.05 in. W.C. (12.5 Pa) ±1.5% once calibrated through air flow balancing @ > 0.05 in. W.C. (12.5 Pa)
Pressure Sensor Accuracy	±(0.2 Pa +3% of reading)

#### Universal Inputs (UI)

##### General

Input Type	Universal; software configurable
Input Resolution	16-bit analog to digital converter
Power Supply Output	18VDC; 80mA maximum
Protection	Auto-reset fuse for 24VAC protection

##### Contact

Type	Dry contact
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##### Counter

Type	Dry contact
Maximum Frequency	1Hz maximum
Minimum Duty Cycle	500ms On / 500ms Off

##### 0 to 10VDC

Range	0 to 10VDC (40kΩ input impedance)
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##### 0 to 5VDC

Range	0 to 5VDC (high input impedance)
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##### 0 to 20mA

Range	0 to 20mA 249Ω external resistor wired in parallel
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#### Resistance/Thermistor

Range	0 to 350 KΩ
Supported Thermistor Types	Any that operate in this range
Pre-configured Temperature Sensor Types:	
Thermistor	10KΩ Type 2, 3 (10KΩ @ 77°F; 25°C)
Platinum	PT1000 (1KΩ @ 32°F; 0°C)
Nickel	RTD Ni1000 (1KΩ @ 32°F; 0°C) RTD Ni1000 (1KΩ @ 69.8°F; 21°C)

## Universal Outputs (UO)

### General

Output Type	Universal; software configurable
Output Resolution Converter	10-bit digital to analog Converter
Output Protection,	Built-in snubbing diode to protect against back-EMF, for example when used with a 12VDC relay
	Output is internally protected against short circuits
Auto-reset Fuse	Provides protection from accidental 24VAC connection

### 0 or 12VDC (On/Off)

Range	0 or 12VDC
Source Current	Maximum 20 mA at 12VDC (minimum resistance 600Ω)

### PWM

Range	Adjustable period from 2 to 65 seconds
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Thermal Actuator Management	Adjustable warm up and cool down time
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### Floating

Minimum Pulse On/Off Time	500 milliseconds
Drive Time Period	Adjustable

### 0 to 10VDC

#### Source:

Voltage Range	0 to 10VDC linear
Source Current	Maximum 20 mA at 10VDC (minimum resistance 600Ω)

#### Sink:

Voltage Range	0 to 10VDC linear <sup>1</sup>
Sink Current	Maximum 2.5 mA at 1VDC (minimum resistance 4kΩ)

1. When the VAV is not powered, there is no default sink voltage.

## Digital Output (DO)

### General (ECY-VAV Models)

Output Type	24VAC Triac; software configurable
Maximum Total Current for all Outputs	2A
Power Source,	External or internal (jumper selectable)
Maximum Current per Output	0.5A continuous 1A @ 15% duty cycle for a 10 minute period

### General (ECY-VAV-PoE Models)

Output Type	24VAC Triac; software configurable
Power Source	External or internal (jumper selectable)

#### Internal Power Source

Network Switch	802.3at
Maximum Total Power for all Digital Outputs	15W
Maximum Current per Output	0.5A continuous, power supply limited
Waveform	24 VAC square wave

#### External Power Source

Voltage	24VAC from external source
Maximum Current per Output	0.5A continuous 1A @ 15% duty cycle for a 10 minute period

### 0 or 24VAC (On/Off)

Range	0 or 24VAC
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### PWM

Range	Adjustable period from 2 to 65 seconds
-------	--

### Floating

Minimum Pulse On/Off Time	500 milliseconds
Drive Time Period	Adjustable

# Dimensions

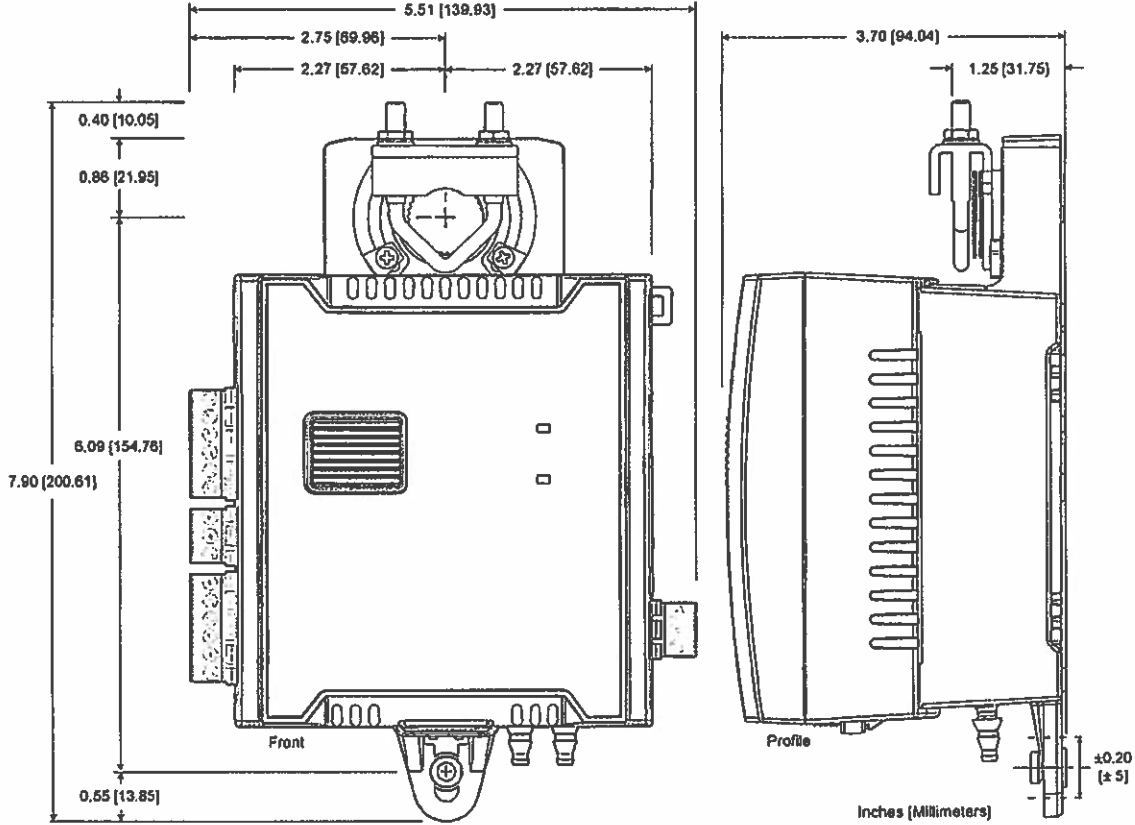


Figure 1: ECY-VAV Controller Dimensions

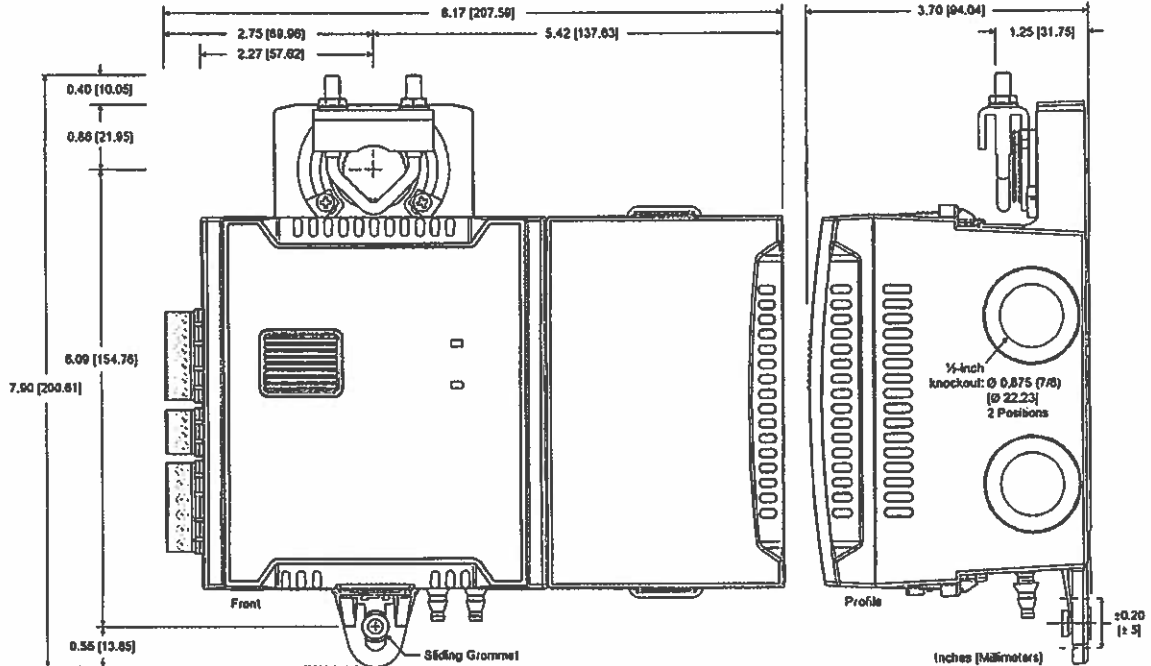


Figure 2: ECY-VAV-PoE Controller Dimensions

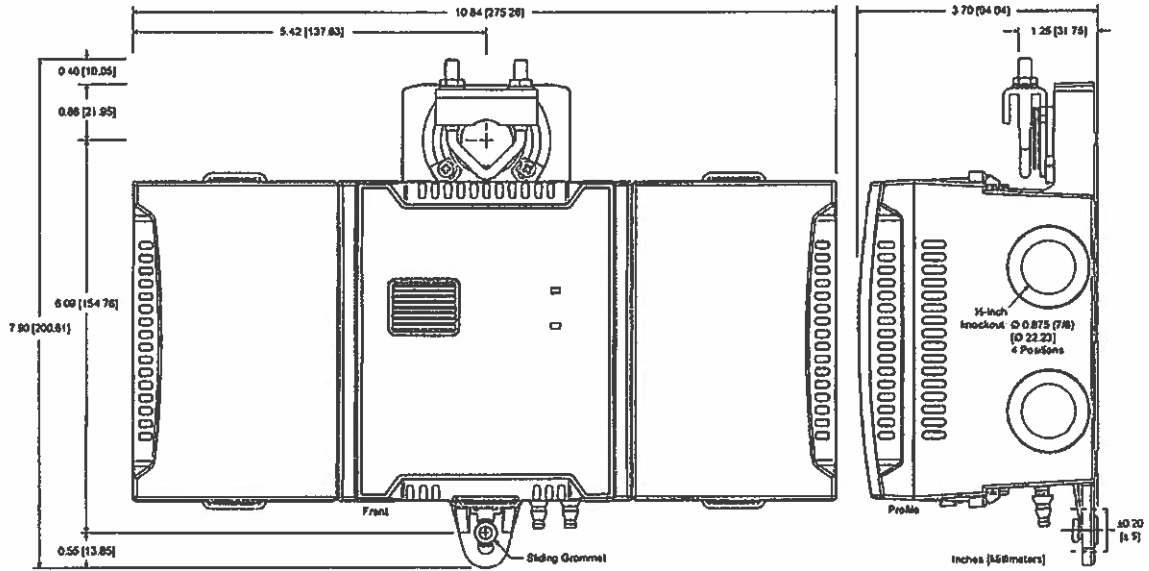


Figure 3: ECY-VAV Controller with Terminal Covers Dimensions

Specifications subject to change without notice.

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Tad K Dionne  
Chief of Police

# TOWN OF HUDSON

## Police Department

*Partners with the Community*

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

**RECEIVED**

MAY 10 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

8K *Agenda 5-14-24*




*Captain David A. Coyot  
Special Investigations Bureau*

*Captain Steven McElhinney  
Administrative Bureau*

*Captain Patrick McStravick  
Operations Bureau*

To: The Board of Selectmen  
Steve Malizia, Town Administrator

From: Tad Dionne, Chief of Police 

Date: May 7, 2024

Re: Agenda Item – 14 May 2024

**Scope:**

The Police Department is requesting to meet at the next scheduled Board of Selectmen meeting on Tuesday, 14 May 2024 to request approval to accept the awarded Domestic Cannabis Eradication/Suppression Program (DCE/SP) Grant. The U.S Department of Justice, Drug Enforcement Administration has granted \$20,000 to the Hudson Police Department to cover salaries and equipment used during the eradication of marijuana in Hudson which falls under several specific categories listed in the attached documentation (Agreement Number 2024-82).

**Motion:**

To authorize the Hudson Police Department to accept the Domestic Cannabis Eradication/Suppression Program (DCE/SP) Grant which was awarded by the U.S Department of Justice, Drug Enforcement Administration in the amount of \$20,000.



**U.S. Department of Justice  
Drug Enforcement Administration**

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

Springfield, Virginia 22152

Agreement Number 2024-82

THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), DRUG ENFORCEMENT ADMINISTRATION (DEA), provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below, Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication and suppression operations including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking.

This Letter of Agreement (LOA) is entered into between the **HUDSON POLICE DEPARTMENT**, hereinafter referred to as (**THE AGENCY**), and the DEA, because DEA has determined that (**THE AGENCY**) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of New Hampshire*. The parties hereto agree that it is to their mutual benefit to cooperate in the investigation of drug trafficking organizations involved in marijuana trafficking, the location and eradication of illicit cannabis plants, and the prosecution of those cases before the courts of the United States (U.S.) and/or the courts of the *State of New Hampshire*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.



As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the Controlled Substances Act (CSA) (21 U.S.C. § 802(16)).

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis and related money laundering activity to include the complete name and nationality of any individuals associated with eradication and suppression operations. NOTE: If only the registered property owner(s) associated with indoor/outdoor grows is known, that information should be provided.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of New Hampshire*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
  - f. Capture, maintain, and share data and statistics with DEA on its marijuana eradication efforts.
  - g. Follow all applicable state laws and guidelines.
  - h. **FOR AGENCIES FUNDED UNDER OPTION 2.** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including, but not limited to investigations targeting drug trafficking organizations involved in marijuana trafficking.
  - i. **MANDATORY** requirement for **THE AGENCY** to utilize the interim replacement for the Web-based DEA internet Capability Endeavor (DICE) until the permanent replacement is operational or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.
  - j. Submit electronically a DEA Monthly Accounting Report, with a copy of **THE AGENCY's** general ledger that clearly identifies all expenses claimed on the Monthly Accounting Report. If applicable, include invoices for all expenses of \$2,500.00 or more for aircraft expenses, clothing and protective gear, equipment, supplies and materials, training, travel, and rental and/or leasing of vehicles or aircrafts. When overtime is claimed, the Overtime Tracker Spreadsheet is also required listing the officer's name, hours worked, and pay as reported on the Monthly Accounting Form.

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of *THE AGENCY's* program with respect to those activities by such personnel shall be consistent with New Hampshire law and solely at *THE AGENCY's* discretion, subject to appropriate limitations contained in the budget adopted by *THE AGENCY*, except that *THE AGENCY* understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication and suppression program activities in a manner consistent with the CSA, 21 U.S.C. § 801 et seq.
3. DEA will provide to *THE AGENCY* Federal funds in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)** for the period of October 1, 2023 to September 30, 2024, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication and suppression of illicit cannabis as provided in this agreement. *THE AGENCY* understands and agrees that Federal funds provided to *THE AGENCY* under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. However, funding may be provided for applications and tools used to map marijuana grow sites, but not to reimburse costs of standard police equipment. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed."

*THE AGENCY* understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication/suppression activities. While using the Federal funds provided to *THE AGENCY* under this Agreement for activities on Federal land, *THE AGENCY* agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of *THE AGENCY's* presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication and suppression process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale, Rest of United States (RUS) and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When DCE/SP funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies, and other resources must be requested in writing and specify whether these items will be purchased under criteria Option 1 and/or Option 2 as indicated on Page 1 of this agreement through the respective DEA Division, **to the Investigative Support Section (ODS)**. Requests must include manufacturer specifications, pricing of the item (including tax, if applicable) to be purchased, and justification for the purchase. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received by HQ/ODS by July 30<sup>th</sup>. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to **THE AGENCY** may be used to purchase promotional items, gifts, trinkets, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
  - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
  - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse [erd.fac@census.gov](mailto:erd.fac@census.gov) with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY24 (10/01/2023 through 09/30/2024)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for six years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the State of New Hampshire resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and completion of the overtime spreadsheet tracker. If applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. The report should be submitted electronically to the DEA Regional Contractor by October 31<sup>st</sup>.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAMS. The UEI is required when there is a need for more than one.

**THE AGENCY** may obtain the UEI via the internet ([www.sam.gov](http://www.sam.gov)) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

**Note: It is THE AGENCY's responsibility to update their SAM registration annually or whenever a change occurs.**

***Failure to abide by the terms of the LOA, or provide the required reports, may result in the cancellation of the current LOA and jeopardize future funding.***

**THE AGENCY's** current UEI is \_\_\_\_\_.

**THE AGENCY's** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on \_\_\_\_\_.

**(HUDSON POLICE DEPARTMENT)**

Printed Name & Signature: \_\_\_\_\_

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

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

*Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor*

**DRUG ENFORCEMENT ADMINISTRATION**

Printed Name & Signature: \_\_\_\_\_

Special Agent in Charge, New England Field Division

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

*SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.*

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION**

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2024/AFF-B-OP-OD/5443000/DEA-JLE-JDCE-OD009

UFMS Input Date: \_\_\_\_\_ DNC No. \_\_\_\_\_

DNO No. \_\_\_\_\_ DDP No. \_\_\_\_\_

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

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

*Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*



Agenda  
5.14.24

# TOWN OF HUDSON

## FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



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

Scott J. Tice  
Chief of Department

### RECEIVED

TO: Bob Guessferd  
Chairman, Board of Selectmen

MAY 10 2024

FR: Scott Tice  
Fire Chief 

TOWN OF HUDSON  
SELECTMENS OFFICE

DT: May 9, 2024

RE: May 14, 2024 BOS Public Agenda – Mental Health & Wellness

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

Mental health is a major concern throughout all sectors of the workforce. Police officers and firefighters are susceptible to the same stressors as all employees, plus they face the traumatic stress that comes with being a first responder. The Police Department has resources for mental health in place already. The Fire Department has a program currently in the draft stage. Both Departments are collaborating to improve our programs and share resources to provide service to both departments. The Fire Department has applied for an Assistance to Firefighters Grant to fund some of these programs. Starting any of the projects covered by our grant application before we are awarded the grant will jeopardize this grant. We will move forward with the components of this program that do not jeopardize the grant as funding becomes available.

A summary of the proposed program is below and a draft of the program is attached:

**Annual mental health checkups** – The purpose of these checkups is to give the employee an opportunity to get information about stress management and coping mechanisms, general wellness, lifestyle choices, or to discuss any issues they choose. These checkups can be the first step to ensuring the employee has the information they need to make appropriate choices for their wellbeing in the future. The cost for these checkup is \$150 per visit. Initiating this part of the program is dependent of funding and is part of our grant application.

**Resources and crisis intervention** – We will provide a clinician on retainer. This service would provide both departments with 24/7 access to a clinician to provide support and consultation during an employee mental health crisis or a critical incident. We would also seek to add time every month to this service for both agencies to share for consultations from the clinician on policy and program development related to wellness, training, consultation for peer teams, and assessing other mental health needs. The cost for this service is about \$1200 per month depending on the number of hours added. Initiating this part of the program is dependent of funding and is part of our grant application. Both departments already have access to Critical Incident Stress Debriefing service if needed.

Peer support – The Fire Department will solicit personnel to become peer supporters when a class becomes available. The Police Department has already implemented peer to peer support managed by the police Wellness Officer. Our peer supporters would work with the Police Wellness Officer and police peer to peer supporters to benefit both agencies. The cost for this program can be covered within our budget, but is dependent on volunteers and the availability of the training.

Leadership and mental health training – We will conduct training that informs all employees about issues related to their mental wellbeing. We will conduct training that is directed at supervisors based on mental wellness issues as they relate to supervision. And we will conduct leadership training to create a supportive culture that reduces causes of stress within the organization. Both Departments have already conducted some training in these areas, and we will collaborate to train our people in the future. We will be able to proceed with some of the leadership training. The mental health training is covered under the grant application, so we will need to wait for a determination on our application before we proceed with any of that.

Both the Police and Fire Departments hope to discuss funding of these programs long-term as part of the FY26 budget process.



# GENERAL ORDER

HUDSON, NH FIRE DEPARTMENT

GREEN

General Order:

Revision #: NEW

Subject: Mental Health and Wellness Program

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Approved By:  Scott J. Tice, Fire Chief	Approval Date:
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## PURPOSE:

The purpose of the Hudson Fire Department Mental Health and Wellness Program is to create a culture that proactively supports employee wellbeing by providing our employees with training and resources necessary for personal wellbeing and resilience, and reactively when an employee is in crisis. We expect department personnel will experience higher morale and job satisfaction, enhanced motivation, and improved ability to manage stress and be resilient in the face of their daily challenges, all of which supports improved department performance.

## SCOPE:

The Mental Health and Wellness Program applies to all Emergency Services Branch personnel at all times.

## PROCEDURE:

### PRIVACY

All information shared between employees and clinicians is confidential and shall not be shared with the employer.

### FINANCIAL COVERAGE

The town will provide annual wellness visits, initial consultations during a potential crisis, Critical Incident Stress Debriefings, and leadership and mental health training. Costs for ongoing treatment for individual employees will be covered by either the employee or private insurance.

### ANNUAL CHECKUPS

Employees will be scheduled for a one hour session with a clinician annually. The purpose of this appointment is to proactively provide the employee an opportunity to get information related to stress management and coping, general wellness, and lifestyle choices. Appointments will be scheduled while the employee is on duty. Employees are

required to attend these sessions, but they are not required to discuss anything they do not wish to discuss.

### PEER SUPPORT

The Peer Support Program is a voluntary program where department personnel receive training to provide support for their fellow employees. Peer Support personnel provide a safe, non-judgmental and confidential environment where members can engage in a healing conversation with a peer.

Fire Department peer supporters will work with Police Department peer supporters in a joint effort to provide service to both departments.

Fire Department and Police Department peer support personnel will be available to assist on regional peer support teams. Both departments will utilize a regional peer support team when needed.

### RESOURCES/CRISIS INTERVENTION

The Department will provide a clinician on retainer that provides the department with round the clock consultation for the following emergencies:

- An employee mental health crisis
- Critical incidents

An employee experiencing a mental health crisis will be referred to the clinician on retainer for the initial visit. The clinician will try to match the employee with a culturally competent clinician for follow-up treatment as needed. Personnel have the option to choose a clinician of their choice.

### CLINICAL SUPPORT

In addition to the retainer for crisis intervention, the Department will utilize the clinician's services to consult on policy and new program development related to wellness, provide training, consultation for peer teams, and assessing other mental health needs.

### LEADERSHIP PRINCIPLES & TRAINING

There is an abundance of research that shows that work related stress is a major cause of poor morale and mental health issues among our employees. Causes of stress are related to normal organizational issues such as management and leadership, and the traumatic events experienced by first responders.

The Department will conduct training to promote a supportive culture that creates organizational wide wellbeing. Topics of training may include, but not be limited to, the following:

- Substance misuse
- Suicide awareness
- Burn out, compassion fatigue, and work-life balance
- Overall physical and mental wellbeing
- Emotional intelligence
- Talent retention
- Conflict resolution
- Communication
- Mindfulness leadership practices

Agenda 5-14-24



# TOWN OF HUDSON

## Police Department

*Partners with the Community*

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



*Tad K. Dionne  
Chief of Police*

**RECEIVED**

*Captain David A. Cayot  
Special Investigations Bureau*


MAY 09 2024

*Captain Steven McElhinney  
Administrative Bureau*

TOWN OF HUDSON  
SELECTMENS OFFICE

*Captain Patrick McStravick  
Operations Bureau*

To: The Board of Selectmen  
Steve Malizia, Town Administrator

From: Tad K. Dionne, Chief of Police 

Date: 08 May 2024

Re: Public Agenda Item – 14 May 2024

**Scope:**

The Chief of Police was asked by the Board of Selectmen, in conjunction with Fire Chief Scott Tice to discuss mental health and wellness amongst first responders. The Police Department would like to meet with Chief Tice and the Board of Selectmen at their scheduled meeting on Tuesday, 14 May 2024 to discuss this issue.

First Responders face a number of traumatic events throughout their careers which can potentially lead to much higher rates of mental health injuries, family problems, substance abuse, poor health, and even suicide. It is paramount to take care of our first responders so they can take care of our community. To this end, the Hudson Police Department for some time now has deployed, peer to peer support, Critical Incident Stress Management (CISM), and Haven, the Comfort Dog among other programs. The Hudson Citizens created the Hudson Police Mental Health and Wellness Officer (MHWO). The Police Department deployed Officer Jason Downey to fill this role and developed the Wellness Officer Program.

The program is a three prong approach. First, the MHWO oversees HPD Peer to Peer Support, CISM, the Comfort Dog, and a number of facets designed to enhance overall health of our first responders. Second, the MHWO can be deployed to assist and collaborate with any Town of Hudson Department in need of assistance. Third, the MHWO will develop and facilitate Crisis Intervention, in collaboration with community partners for the residents of Hudson.



NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

The Hudson Police Department would like to discuss enhancing the current program. Below are areas of interest.

Retain the services of trusted and vetted First Responder Clinician. This service would provide both departments with 24/7 access to a clinician to provide support and consultation during an employee mental health crisis or a critical incident. Additionally, both agencies could potentially share consultations from the clinician on policy and new program development related to wellness, training, consultation for peer teams, and assessing other mental health needs. The cost for this service is about \$1200 per month for 12 hours. More or less hours of retention would increase or reduce the cost, respectively based on needs. Initiating this part of the program is dependent on funding. Both departments currently have access to Critical Incident Stress Debriefing service when needed.

Annual Mental Health checkups – Every first responder (police officers, dispatchers and animal control officers) at the police department would have an annual visit with the clinician. These checkups can be the first step to ensuring the employee has the information they need to make appropriate choices for their wellbeing in the future. The cost for these checkups is \$150 per visit. The employee is required to attend, but any discussion is at the employee's discretion. Discussions would be confidential as defined by RSA. (Monthly retention hours can be used towards these visits). The Hudson Fire Department is seeking the same.

Leadership and mental health training – We will continue to conduct training that informs all employees about issues related to their mental wellbeing. We will continue to conduct training that is directed at supervisors based on mental wellness issues as they relate to supervision. And we will conduct leadership training to create a supportive culture that reduces causes of stress within the organization. Both Departments have already conducted training in these areas. The Hudson Police Department has utilized vetted clinicians in some cases to conduct this training already. Whenever practical, both agencies may collaborate on these types of training.





# HUDSON POLICE DEPARTMENT POLICIES AND PROCEDURES



<b>POLICY NO:</b> 120.8	<b>SUBJECT:</b> Wellness Officer Program	<b>PAGE NO.:</b> 1 OF 4
<b>SECTION:</b> Employee Assistance		<b>CHAPTER:</b> Agency, Conduct, Funding & Equipment
<b>SUPERSEDES:</b> N/A	<b>EFFECTIVE:</b> July 19, 2023	<b>MODIFICATION DATES:</b> October 11, 2022

## I. PURPOSE

The purpose of this policy is to define the functions, and establish the procedures to be used by the Hudson Police Mental Health & Wellness Officer (MHWO). The Mental Health and Wellness Officer was established to provide a highly trained team consisting of an Officer, selected by the Chief of Police, and the Hudson Police Comfort Dog. The MHWO will manage the research, development and implementation of the on-going, day-to-day clinical, business, and budgetary operations of the unit. The MHWO is responsible for evaluating the unit's impact on employee mental health, wellness, professional fulfillment, and personnel retention as well as officer safety.

## II. POLICY

The MHWO is responsible for researching, planning, designing, implementing and evaluating a comprehensive mental health and wellness program, for all employees of the Hudson Police Department. This program will have a balanced emphasis on physical fitness, nutrition, finances, family health, mental health and overall wellness that meets the needs of our employees over the duration of their careers.

The MHWO is responsible for overseeing the on-going, day-to-day operations of the department's Critical Incident Stress Management & Peer-to-Peer Support Team (CISM Team).

The MHWO is responsible for overseeing the on-going, day-to-day operations, of the department's Comfort Dog Program.

The MHWO is responsible for overseeing the on-going, day-to-day operations of the department's Critical Incident Team (CIT).

In addition to responding to critical incidents, the MHWO will also be available to advise and assist all Town of Hudson Departments, and Town of Hudson employees, with processing non-routine mental health and wellness needs.

The MHWO will act as the department's liaison with The Mental Health Center of Greater Nashua, Veteran & First Responder Healthcare, The U.S. Department of Veterans Affairs, (The VA), The Vet Center, as well as any and all other identified community mental health partners. This entails working with the aforementioned mental health leaders and department personnel to decrease stigma, improve awareness, and adopt early intervention mechanisms. These partners will work in concert with the MHWO to facilitate the diagnosis and treat mental health disorders for our personnel, so that they may continue to be contributing members of their families, the department and our community, both during and after their careers.

The Hudson Police Department recognizes the importance of implementing strategies and best practices in the cultivation of personal self-care along with, family and workplace wellness for all of our personnel.

## III. GENERAL DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Mental Health & Wellness Officer to:





# HUDSON POLICE DEPARTMENT POLICIES AND PROCEDURES



<b>POLICY NO:</b> 120.8	<b>SUBJECT:</b> Wellness Officer Program	<b>PAGE NO.:</b> 2 OF 4
<b>SECTION:</b> Employee Assistance	<b>CHAPTER:</b> Agency, Conduct, Funding & Equipment	
<b>SUPERSEDES:</b> N/A	<b>EFFECTIVE:</b> TBD	<b>MODIFICATION DATES:</b> October 11, 2022

- A. Keep themselves informed as to the overall mental health and wellness of all employees.
- B. Develop a professional organizational structure for the unit.
- C. Responsible for developing, planning, marketing, and executing department wide mental health and wellness initiatives and programs. These programs will be focused on improving employee mental health, wellness, professional fulfillment, personnel retention, and officer safety.
- D. Collaborate with the employee assistance programs, union leadership and community mental health providers to promote preventative mental health, physical health, and financial employee benefits as well as to promote and assure the effectiveness of the Office's and the MHWO's goals and objectives.
- E. Explore ideas and opportunities to personalize programs in order to increase employee participation.
- F. Responsible for overseeing the on-going, day-to-day operations of the department's Critical Incident Stress Management & Peer-to-Peer Support Team (CISM Team) to include but not limited to, recruiting, selecting and training new team members, annual training of existing team members, updating and maintaining the department's SOP and procedures of the CISM Team.
- G. Responsible for overseeing the on-going, day-to-day operations, of the department's Comfort Dog Program, to include but not limited to, establishing and updating the department's SOP and procedures of the Comfort Dog Program.
- H. In collaboration with The Mental Health Center of Greater Nashua, be responsible for overseeing the on-going, day-to-day operations of the department's Critical Incident Team (CIT), to include but not limited to, recruiting, selecting and training new team members, annual training of existing team members, updating and maintaining the department's SOP and procedures of the CIT.
- I. Provide annual mental health and wellness training for all agency personnel, to include civilian staff.
- J. Provide new personnel and their family's mental health and wellness training.
- K. Provide military deployment support services program.
- L. Provide and maintain program materials, including promotional items, that communicate clearly and effectively all employee mental health and wellness opportunities through multiple platforms.
- M. Monitor program budget and assure appropriate expenditure of funds with detailed record keeping and reporting to all funding sources.
- N. Assist in writing, reporting and managing grants which supports our employee's mental health and wellness.
- O. Recruit and facilitate mental health and wellness leaders and community partners within schools, hospitals, health facilities, advocacy centers, elected officials and all other city departments.



# HUDSON POLICE DEPARTMENT POLICIES AND PROCEDURES



<b>POLICY NO:</b> 120.8	<b>SUBJECT:</b> Wellness Officer Program	<b>PAGE NO.:</b> 3 OF 4
<b>SECTION:</b> Employee Assistance		<b>CHAPTER:</b> Agency, Conduct, Funding & Equipment
<b>SUPERSEDES:</b> N/A	<b>EFFECTIVE:</b> TBD	<b>MODIFICATION DATES:</b> October 11, 2022

- P. Serve as a primary representative of the department with mental health organizations, public interest groups, elected representatives, schools, hospitals, health facilities, advocacy centers, and all other city departments by attending meetings, boards, and or, committees related to the mental health and wellness of our employees and the community.
- Q. Responsible for gathering data, as well as establishing multiple criteria, procedures, and instruments for assessing program effectiveness to employees and community partners. The identified assessment tools will be used to compiling an annual comprehensive report that outlines the impact of all department mental health and wellness programs.
- R. Keep up-to-date of current national wellness initiatives and activities, develop a network of resources and contacts to further expand the Mental Health & Wellness Program.
- S. Advise and assist in non-routine mental health and wellness needs of our personnel and personally participate in more difficult mental health and wellness problems.
- T. Lead special projects and initiatives as identified by the Chief of Police.
- U. Maintain an active presence in the Hudson School System.

Nothing in this section is meant to relieve the MHWO, or other members of the Office, of their duties to preserve the peace, protect persons and property, and enforce the law as described in their job description.

## IV. QUALIFICATIONS / SELECTION

- A. Selection of the MHWO will be at the discretion of the Chief of Police.
- B. Officers must possess a minimum of three (3) years of satisfactory performance evaluation.
- C. Officers must be willing to commit to the MHWO position for a minimum of two (2) years.
- D. The MHWO must be willing to change their schedule for debriefs, meetings, and training as required by the position and needs of the agency.

## V. MENTAL HEALTH CLINICIAN

- A. The Hudson Police Department may retain the services of a Mental Health clinician, defined as a certified mental health therapist and/or counselor, for the following resources:
  - 1. Enhance the agency Mental Health and Wellness Program for first responders (Sworn, Communications Dispatchers and Animal Control personnel) through consultation, education and training.



# HUDSON POLICE DEPARTMENT POLICIES AND PROCEDURES



<b>POLICY NO:</b> 120.8	<b>SUBJECT:</b> Wellness Officer Program	<b>PAGE NO.:</b> 4 OF 4
<b>SECTION:</b> Employee Assistance	<b>CHAPTER:</b> Agency, Conduct, Funding & Equipment	
<b>SUPERSEDES:</b> N/A	<b>EFFECTIVE:</b> TBD	<b>MODIFICATION DATES:</b> October 11, 2022

2. Provide clinical support following critical incidents and crises for first responders.
  3. Provide Mental Health and Wellness education and training.
  4. Support Individual Mental Health and Wellness needs on a case by case basis.
  5. Conduct individual consultations for every first responder annually.
    - a. The annual consultation for every first responder shall be available for a minimum of one hour per year at no cost to the employee. An employee who attends the available annual consultation shall receive one (1), eight (8) hour earned day.
    - b. Subject matter of consultation is at the discretion of the employee and subject to the disclosure protections outlined in NH RSA 153-A: 17-a.
  6. Provide Leadership training as it pertains to agency Mental Health and Wellness.
  7. Whenever applicable and practical, make efforts to collaborate with the Hudson Fire Department and other Town of Hudson agencies.
- B. The clinician shall be vetted as a certified therapist/counselor and to include a background working with first responders.



# HUDSON POLICE DEPARTMENT POLICIES AND PROCEDURES



<b>POLICY NO:</b> 120.8	<b>SUBJECT:</b> Wellness Officer Program	<b>PAGE NO.:</b> 1 OF 4
<b>SECTION:</b> Employee Assistance		<b>CHAPTER:</b> Agency, Conduct, Funding & Equipment
<b>SUPERSEDES:</b> N/A	<b>EFFECTIVE:</b> July 19, 2023	<b>MODIFICATION DATES:</b> October 11, 2022

## I. PURPOSE

The purpose of this policy is to define the functions, and establish the procedures to be used by the Hudson Police Mental Health & Wellness Officer (MHWO). The Mental Health and Wellness Officer was established to provide a highly trained team consisting of an Officer, selected by the Chief of Police, and the Hudson Police Comfort Dog. The MHWO will manage the research, development and implementation of the on-going, day-to-day clinical, business, and budgetary operations of the unit. The MHWO is responsible for evaluating the unit's impact on employee mental health, wellness, professional fulfillment, and personnel retention as well as officer safety.

## II. POLICY

The MHWO is responsible for researching, planning, designing, implementing and evaluating a comprehensive mental health and wellness program, for all employees of the Hudson Police Department. This program will have a balanced emphasis on physical fitness, nutrition, finances, family health, mental health and overall wellness that meets the needs of our employees over the duration of their careers.

The MHWO is responsible for overseeing the on-going, day-to-day operations of the department's Critical Incident Stress Management & Peer-to-Peer Support Team (CISM Team).

The MHWO is responsible for overseeing the on-going, day-to-day operations, of the department's Comfort Dog Program.

The MHWO is responsible for overseeing the on-going, day-to-day operations of the department's Critical Incident Team (CIT).

In addition to responding to critical incidents, the MHWO will also be available to advise and assist all Town of Hudson Departments, and Town of Hudson employees, with processing non-routine mental health and wellness needs.

The MHWO will act as the department's liaison with The Mental Health Center of Greater Nashua, Veteran & First Responder Healthcare, The U.S. Department of Veterans Affairs, (The VA), The Vet Center, as well as any and all other identified community mental health partners. This entails working with the aforementioned mental health leaders and department personnel to decrease stigma, improve awareness, and adopt early intervention mechanisms. These partners will work in concert with the MHWO to facilitate the diagnosis and treat mental health disorders for our personnel, so that they may continue to be contributing members of their families, the department and our community, both during and after their careers.

The Hudson Police Department recognizes the importance of implementing strategies and best practices in the cultivation of personal self-care along with, family and workplace wellness for all of our personnel.

## III. GENERAL DUTIES AND RESPONSIBILITIES

It is the duty and responsibility of the Mental Health & Wellness Officer to:



# HUDSON POLICE DEPARTMENT POLICIES AND PROCEDURES



<b>POLICY NO:</b> 120.8	<b>SUBJECT:</b> Wellness Officer Program	<b>PAGE NO.:</b> 2 OF 4
<b>SECTION:</b> Employee Assistance	<b>CHAPTER:</b> Agency, Conduct, Funding & Equipment	
<b>SUPERSEDES:</b> N/A	<b>EFFECTIVE:</b> TBD	<b>MODIFICATION DATES:</b> October 11, 2022

- A. Keep themselves informed as to the overall mental health and wellness of all employees.
- B. Develop a professional organizational structure for the unit.
- C. Responsible for developing, planning, marketing, and executing department wide mental health and wellness initiatives and programs. These programs will be focused on improving employee mental health, wellness, professional fulfillment, personnel retention, and officer safety.
- D. Collaborate with the employee assistance programs, union leadership and community mental health providers to promote preventative mental health, physical health, and financial employee benefits as well as to promote and assure the effectiveness of the Office's and the MHWO's goals and objectives.
- E. Explore ideas and opportunities to personalize programs in order to increase employee participation.
- F. Responsible for overseeing the on-going, day-to-day operations of the department's Critical Incident Stress Management & Peer-to-Peer Support Team (CISM Team) to include but not limited to, recruiting, selecting and training new team members, annual training of existing team members, updating and maintaining the department's SOP and procedures of the CISM Team.
- G. Responsible for overseeing the on-going, day-to-day operations, of the department's Comfort Dog Program, to include but not limited to, establishing and updating the department's SOP and procedures of the Comfort Dog Program.
- H. In collaboration with The Mental Health Center of Greater Nashua, be responsible for overseeing the on-going, day-to-day operations of the department's Critical Incident Team (CIT), to include but not limited to, recruiting, selecting and training new team members, annual training of existing team members, updating and maintaining the department's SOP and procedures of the CIT.
- I. Provide annual mental health and wellness training for all agency personnel, to include civilian staff.
- J. Provide new personnel and their family's mental health and wellness training.
- K. Provide military deployment support services program.
- L. Provide and maintain program materials, including promotional items, that communicate clearly and effectively all employee mental health and wellness opportunities through multiple platforms.
- M. Monitor program budget and assure appropriate expenditure of funds with detailed record keeping and reporting to all funding sources.
- N. Assist in writing, reporting and managing grants which supports our employee's mental health and wellness.
- O. Recruit and facilitate mental health and wellness leaders and community partners within schools, hospitals, health facilities, advocacy centers, elected officials and all other city departments.



# HUDSON POLICE DEPARTMENT POLICIES AND PROCEDURES



<b>POLICY NO:</b> 120.8	<b>SUBJECT:</b> Wellness Officer Program	<b>PAGE NO.:</b> 3 OF 4
<b>SECTION:</b> Employee Assistance		<b>CHAPTER:</b> Agency, Conduct, Funding & Equipment
<b>SUPERSEDES:</b> N/A	<b>EFFECTIVE:</b> TBD	<b>MODIFICATION DATES:</b> October 11, 2022

- P. Serve as a primary representative of the department with mental health organizations, public interest groups, elected representatives, schools, hospitals, health facilities, advocacy centers, and all other city departments by attending meetings, boards, and or, committees related to the mental health and wellness of our employees and the community.
- Q. Responsible for gathering data, as well as establishing multiple criteria, procedures, and instruments for assessing program effectiveness to employees and community partners. The identified assessment tools will be used to compiling an annual comprehensive report that outlines the impact of all department mental health and wellness programs.
- R. Keep up-to-date of current national wellness initiatives and activities, develop a network of resources and contacts to further expand the Mental Health & Wellness Program.
- S. Advise and assist in non-routine mental health and wellness needs of our personnel and personally participate in more difficult mental health and wellness problems.
- T. Lead special projects and initiatives as identified by the Chief of Police.
- U. Maintain an active presence in the Hudson School System.

Nothing in this section is meant to relieve the MHWO, or other members of the Office, of their duties to preserve the peace, protect persons and property, and enforce the law as described in their job description.

#### IV. QUALIFICATIONS / SELECTION

- A. Selection of the MHWO will be at the discretion of the Chief of Police.
- B. Officers must possess a minimum of three (3) years of satisfactory performance evaluation.
- C. Officers must be willing to commit to the MHWO position for a minimum of two (2) years.
- D. The MHWO must be willing to change their schedule for debriefs, meetings, and training as required by the position and needs of the agency.

#### V. MENTAL HEALTH CLINICIAN

- A. The Hudson Police Department may retain the services of a Mental Health clinician, defined as a certified mental health therapist and/or counselor, for the following resources:
  - 1. Enhance the agency Mental Health and Wellness Program for first responders (Sworn, Communications Dispatchers and Animal Control personnel) through consultation, education and training.



# HUDSON POLICE DEPARTMENT POLICIES AND PROCEDURES



<b>POLICY NO:</b> 120.8	<b>SUBJECT:</b> Wellness Officer Program	<b>PAGE NO.:</b> 4 OF 4
<b>SECTION:</b> Employee Assistance	<b>CHAPTER:</b> Agency, Conduct, Funding & Equipment	
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2. Provide clinical support following critical incidents and crises for first responders.
  3. Provide Mental Health and Wellness education and training.
  4. Support Individual Mental Health and Wellness needs on a case by case basis.
  5. Conduct individual consultations for every first responder annually.
    - a. The annual consultation for every first responder shall be mandatory for a minimum of one hour per year at no cost to the employee.
    - b. Subject matter of consultation is at the discretion of the employee and subject to the disclosure protections outlined in NH RSA 153-A: 17-a.
  6. Provide Leadership training as it pertains to agency Mental Health and Wellness.
  7. Whenever applicable and practical, make efforts to collaborate with the Hudson Fire Department and other Town of Hudson agencies.
- B. The clinician shall be vetted as a certified therapist/counselor and to include a background working with first responders.

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*Agenda*  
5-14-24

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Town of Hudson  
Revenues and Expenditures  
Through April 30, 2024



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Town of Hudson, NH  
 Appropriations and Revenue Summary  
 Month Ending: As of April 30, 2024

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	0	2,994	2,021	105	868	71%
4195	5025	Cemetery Trustees	1,250	0	0	1,250	33	0	1,217	3%
4140	5030	Town Clerk/Tax Collector	424,803	0	0	424,803	379,561	10,218	35,024	92%
4140	5041	Moderator	42,616	0	0	42,616	46,502	0	(3,886)	109%
4140	5042	Supervisors of The Checklist	6,286	0	0	6,286	2,677	105	3,505	44%
4199	5050	Town Treasurer	8,074	0	0	8,074	6,728	0	1,346	83%
4199	5055	Sustainability Committee	1,300	0	150	1,450	662	0	788	46%
4520	5063	Benson Park Committee	1,100	0	0	1,100	2,773	225	(1,898)	273%
4199	5070	Municipal Budget Committee	800	0	0	800	158	0	642	20%
4140	5077	IT - Town Officers	4,170	0	0	4,170	1,271	0	2,899	30%
4199	5080	Ethics Committee	100	0	0	100	0	0	100	0%
		<b>Town Officers</b>	<b>493,493</b>	<b>0</b>	<b>150</b>	<b>493,643</b>	<b>442,386</b>	<b>10,652</b>	<b>40,605</b>	<b>92%</b>
4130	5110	Board of Selectmen/Administrator	408,448	1,685	(775)	409,358	354,297	(2,027)	57,088	86%
4194	5115	Oakwood	2,275	0	50	2,325	3,907	0	(1,582)	168%
4194	5120	Town Hall Operations	107,321	0	8,680	116,001	156,799	21,860	(62,658)	154%
4442	5151	Town Poor	65,000	0	(7,815)	57,185	18,285	0	38,900	32%
4130	5177	IT - Town Administration	800	0	0	800	240	0	560	30%
		<b>Administration</b>	<b>583,844</b>	<b>1,685</b>	<b>140</b>	<b>585,669</b>	<b>533,528</b>	<b>19,833</b>	<b>32,308</b>	<b>94%</b>
4153	5200	Legal	120,000	0	0	120,000	120,585	3,574	(4,159)	103%
4150	5310	Finance Administration	190,919	0	0	190,919	187,042	2,691	1,186	99%
4150	5320	Accounting	339,563	0	4,472	344,035	277,276	723	66,036	81%
4150	5377	IT - Finance	2,759	0	0	2,759	2,213	0	546	80%
		<b>Finance</b>	<b>533,241</b>	<b>0</b>	<b>4,472</b>	<b>537,713</b>	<b>466,530</b>	<b>3,414</b>	<b>67,768</b>	<b>87%</b>
4150	5330	Information Technology	774,036	0	13,463	787,499	665,376	17	122,106	84%
		<b>Information Technology</b>	<b>774,036</b>	<b>0</b>	<b>13,463</b>	<b>787,499</b>	<b>665,376</b>	<b>17</b>	<b>122,106</b>	<b>84%</b>
4152	5410	Assessing Department	466,104	33,695	(6,338)	493,461	354,200	35,258	104,003	79%
4152	5477	IT- Assessing	1,200	0	10,112	11,312	10,972	0	340	97%
		<b>Assessing</b>	<b>467,304</b>	<b>33,695</b>	<b>3,774</b>	<b>504,773</b>	<b>365,172</b>	<b>35,258</b>	<b>104,343</b>	<b>79%</b>
4312	5515	Public Works Facility	61,252	0	1	61,253	50,805	5,854	4,594	93%
4312	5551	Public Works Administration	313,255	0	2,609	315,864	264,222	418	51,223	84%
4312	5552	Streets	3,640,579	0	203,459	3,844,038	3,284,807	548,329	10,902	100%
4312	5553	Equipment Maintenance	503,608	0	7,329	510,937	382,225	16,311	112,401	78%
4312	5554	Drainage	670,079	0	30,936	701,015	558,398	5,659	136,957	80%
4522	5556	Parks Division	243,845	0	3,364	247,209	159,444	14,412	73,352	70%
4312	5577	IT - Public Works	4,290	0	0	4,290	4,510	0	(220)	105%
		<b>Public Works</b>	<b>5,436,908</b>	<b>0</b>	<b>247,697</b>	<b>5,684,605</b>	<b>4,704,412</b>	<b>590,984</b>	<b>389,209</b>	<b>93%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: As of April 30, 2024**

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	0	6,330	3,095	0	3,235	49%
4191	5571	LUD - Planning	385,118	0	14,141	399,259	284,731	7,250	107,278	73%
4191	5572	LUD - Planning Board	8,350	0	0	8,350	2,594	5,000	756	91%
4191	5581	LUD - Zoning	227,834	0	5,290	233,124	195,089	1,695	36,339	84%
4191	5583	LUD - Zoning Board of Adj	16,500	0	0	16,500	11,038	5,251	212	99%
4311	5585	LUD - Engineering	433,718	0	13,794	447,512	347,831	12,260	87,420	80%
		<b>Land Use</b>	<b>1,077,850</b>	<b>0</b>	<b>33,225</b>	<b>1,111,075</b>	<b>844,378</b>	<b>31,456</b>	<b>235,241</b>	<b>79%</b>
4210	5610	Police Administration	385,840	0	16,051	401,891	298,930	11,327	91,635	77%
4210	5615	Police Facility Operations	296,892	10,000	7,490	314,382	272,615	1,271	40,496	87%
4210	5620	Police Communications	865,535	0	0	865,535	699,780	235	165,520	81%
4210	5630	Police Patrol	7,428,749	9,432	327,052	7,765,233	6,034,581	40,278	1,690,374	78%
4210	5640	Investigations	15,226	7,586	0	22,812	15,695	820	6,297	72%
4414	5650	Animal Control	136,928	0	7,467	144,395	120,139	402	23,854	83%
4210	5660	Information Services	192,535	0	0	192,535	150,206	8	42,321	78%
4210	5671	Support Services	95,023	3,095	7,220	105,338	82,859	15,098	7,380	93%
4210	5672	Crossing Guards	70,703	0	0	70,703	42,001	0	28,702	59%
4210	5673	Prosecutor	396,939	0	18,985	415,924	309,494	546	105,884	75%
4210	5674	Debt Service	518,532	0	0	518,532	518,532	0	0	100%
4210	5677	IT - Police	94,871	0	182	95,053	80,782	0	14,271	85%
		<b>Police</b>	<b>10,497,773</b>	<b>30,113</b>	<b>384,447</b>	<b>10,912,333</b>	<b>8,625,614</b>	<b>69,985</b>	<b>2,216,735</b>	<b>80%</b>
4220	5710	Fire Administration	809,652	0	34,124	843,776	645,029	18,091	180,656	79%
4220	5715	Fire Facilities	149,418	875	10,792	161,085	136,843	29,886	(5,643)	104%
4220	5720	Fire Communications	422,701	6,877	167,349	596,927	552,361	5,615	38,951	93%
4220	5730	Fire Suppression	6,322,020	16,823	35,912	6,374,755	5,293,746	107,820	973,189	85%
4220	5740	Fire Inspectional Services	509,024	0	11,494	520,518	422,513	2,171	95,834	82%
4220	5765	Fire Alarm	3,000	0	0	3,000	826	585	1,589	47%
4220	5770	Emergency Management	86,868	0	119,840	206,708	191,561	2,631	12,516	94%
4220	5777	IT - Fire	45,528	2,970	0	48,498	52,093	4,016	(7,611)	116%
		<b>Fire</b>	<b>8,348,211</b>	<b>27,545</b>	<b>379,510</b>	<b>8,755,267</b>	<b>7,294,971</b>	<b>170,814</b>	<b>1,289,481</b>	<b>85%</b>
4520	5810	Recreation Administration	158,669	0	0	158,669	125,584	385	32,700	79%
4520	5814	Recreation Facilities	68,874	0	496	69,370	60,397	2,915	6,058	91%
4520	5821	Supervised Play	122,463	0	0	122,463	110,718	2,150	9,595	92%
4520	5824	Ballfields	11,842	0	0	11,842	5,505	998	5,339	55%
4520	5825	Tennis	1,500	0	0	1,500	0	1,500	0	100%
4520	5826	Lacrosse	8,506	0	0	8,506	1,330	500	6,676	22%
4520	5831	Basketball	51,384	0	0	51,384	35,203	0	16,181	69%
4520	5834	Soccer	13,314	0	0	13,314	11,868	0	1,446	89%
4520	5835	Senior Activities Operations	63,995	0	0	63,995	44,673	1,176	18,146	72%
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	5,990	363	2,836	69%
4520	5877	IT - Recreation	6,865	0	0	6,865	7,120	0	(255)	104%
		<b>Recreation</b>	<b>517,802</b>	<b>0</b>	<b>496</b>	<b>518,298</b>	<b>408,389</b>	<b>9,988</b>	<b>99,922</b>	<b>81%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: As of April 30, 2024**

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjstmnts	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	(15,000)	134,169	20,906	0	113,263	16%
4220	5960	Hydrant Rental	276,971	0	0	276,971	207,728	0	69,243	75%
4321	5970	Solid Waste Contract	2,240,383	0	0	2,240,383	1,820,007	424,925	(4,549)	100%
		Non-Departmental	3,367,945	0	(15,000)	3,352,945	2,759,908	424,925	168,111	95%
<b>General Fund Appropriation Subtotal</b>			<b>32,218,407</b>	<b>93,038</b>	<b>1,052,373</b>	<b>33,363,819</b>	<b>27,231,249</b>	<b>1,370,899</b>	<b>4,761,670</b>	<b>85.7%</b>
<b>Warrant Articles</b>										
4194	6013	Generator Replace/Repair	30,000	0	0	30,000	30,000	0	0	100%
4901	6015	Widening Lowell Rd from Wason	0	1,285,754	587,297	1,873,051	756,855	2,050,849	(934,653)	150%
4901	6032	Development of Benson Property	10,000	0	0	10,000	10,000	0	0	100%
4152	6040	Future Prop. Revaluation CRF	25,000	0	0	25,000	25,000	0	0	100%
4210	6056	Hire New Police Officer	126,147	0	(126,147)	0	0	0	0	0%
4220	6057	Fire Apparat Refub & Repr CRF	25,000	0	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	0	(81,628)	0	0	0	0	0%
4210	6073	Estab. Police Safety Equipment CF	100,000	0	0	100,000	100,000	0	0	100%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000	0	0	15,000	15,000	0	0	100%
4721	6102	Bond - Interest	0	0	0	0	0	0	0	0%
4903	6210	Police Facility Expan and Reno	0	4,036,562	0	4,036,562	4,031,937	4,625	0	100%
4915	6201	Commun Equip & Infrast CRF	0	0	0	0	0	0	0	0%
4909	6211	Bridge Repair State	0	4,823	388,515	393,338	95,059	161,528	136,751	65%
4909	6212	Taylor Falls & Veteran Bridge Rel	0	2,206	296,988	299,194	20,006	0	279,188	7%
4199	6318	Energy Efficiency CRF	0	0	0	0	0	0	0	0%
0000	6434	Operating Transfer to Library	0	0	0	0	979,260	0	(979,260)	0%
0000	6436	Operating Transfer to Cons Co.	0	0	0	0	52,753	0	(52,753)	0%
<b>General Fund Warrant Articles</b>			<b>602,893</b>	<b>5,329,345</b>	<b>874,908</b>	<b>6,807,145</b>	<b>6,140,870</b>	<b>2,217,002</b>	<b>(1,550,727)</b>	<b>123%</b>
<b>General Fund Total Budget</b>			<b>32,821,300</b>	<b>5,422,383</b>	<b>1,927,281</b>	<b>40,170,964</b>	<b>33,372,120</b>	<b>3,587,901</b>	<b>3,210,943</b>	<b>92%</b>
<b>02</b>	<b>Sewer Fund</b>									
4326	5561	Sewer Billing & Collection	176,531	0	0	176,531	150,390	4,792	21,349	88%
4326	5562	Sewer Operation & Maintenance	1,298,472	220,754	81,790	1,601,016	1,088,645	346,015	166,356	90%
4326	5564	Sewer Capital Projects	700,000	0	286,745	986,745	464,542	16,377	505,826	49%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000	0	0	15,000	15,000	0	0	100%
		<b>Sewer Fund</b>	<b>2,190,003</b>	<b>220,754</b>	<b>368,535</b>	<b>2,779,293</b>	<b>1,718,577</b>	<b>367,185</b>	<b>693,531</b>	<b>75%</b>
<b>03</b>	<b>Water Fund</b>									
4332	5591	Water - Administration	317,184	0	0	317,184	265,886	8,544	42,754	87%
4332	5592	Water - Ops & Maintenance	1,762,303	382,032	49,997	2,194,332	1,465,565	662,130	66,638	97%
4335	5593	Water - Supply	1,306,108	50,139	1,030	1,357,277	911,319	133,219	312,740	77%
4332	5594	Water - Debt Service	1,140,406	0	0	1,140,406	1,140,406	0	1	100%
		<b>Water Fund</b>	<b>4,526,001</b>	<b>432,171</b>	<b>51,027</b>	<b>5,009,199</b>	<b>3,783,175</b>	<b>803,892</b>	<b>422,132</b>	<b>92%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: As of April 30, 2024**

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	255	1,267,853	951,223	11,671	967,865	76%
06	5586	Conservation Commission	52,753	28,000	0	80,753	336,049	99,460	(273,499)	539%
			1,309,252	39,099	255	1,348,606	1,287,271	111,131	694,366	104%
<b>Total General, Sewer, Water Funds</b>			<b>40,846,556</b>	<b>6,114,407</b>	<b>2,347,099</b>	<b>49,308,062</b>	<b>40,161,143</b>	<b>4,870,109</b>	<b>5,020,972</b>	<b>91%</b>
			<b>Budgeted Revenue</b>		<b>Supplemental Budget</b>	<b>Adjusted Revenue</b>	<b>Revenues</b>	<b>Use of Fund Balance</b>	<b>Balance</b>	
		General Fund Revenue	32,171,032	0	1,932,483	34,103,023	35,089,889	0	(986,866)	103%
		Sewer Fund Revenue	2,182,004	0	368,535	2,550,539	1,493,448	0	1,057,092	59%
		Water Fund Revenue	4,536,001	0	51,027	4,587,028	2,759,975	0	1,827,053	60%
<b>Total General, Sewer, Water Funds Revenue</b>			<b>38,889,037</b>	<b>0</b>	<b>2,352,045</b>	<b>41,240,590</b>	<b>39,343,312</b>	<b>0</b>	<b>1,897,279</b>	<b>95%</b>
<b>Other Funds</b>										
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	23,814	32,479	(51,557)	118%
35	5845	Senior Activities Revolving Fund	0	0	0	0	90,003	55,447	(145,450)	0%
45	5045	Community TV Revolving Fund	0	0	223	223	324,486	3,646	(327,910)	100%
50	5750	EMS Revolving Fund	378,850	0	0	378,850	344,726	50,998	(16,874)	104%
		<b>Other Funds</b>	<b>378,850</b>	<b>4,736</b>	<b>223</b>	<b>383,809</b>	<b>783,029</b>	<b>142,570</b>	<b>(541,790)</b>	<b>241%</b>
			<b>Budgeted Revenue</b>		<b>Supplemental Budget</b>	<b>Adjusted Revenue</b>	<b>Revenues</b>	<b>Use of Fund Balance</b>	<b>Balance</b>	
		Sr. Revolving Fund	0			0	118,763		(118,763)	0%
		Community TV Revolving Fund	0		223	223	278,670		(278,447)	0%
		EMS Revolving Fund	0			0	375,727		(375,727)	0%
<b>Total Expenditures All Funds</b>			<b>41,225,406</b>	<b>6,119,143</b>	<b>2,347,321</b>	<b>49,691,871</b>	<b>40,944,171</b>	<b>5,012,679</b>	<b>4,479,182</b>	<b>92%</b>

Steve

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>General Fund</b>						
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	22,461,310.71	-618,048.71	102.829
01-3110-4101-000-000	Overlay	-328,649.00	-9,474.88	-17,195.13	-311,453.87	5.232
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	1,628.56	6,131.56	1,868.44	76.645
01-3190-4203-000-000	Charges on Property Taxes	5,000.00	1,302.33	4,411.53	588.47	88.231
01-3190-4204-000-000	Interest on Property Taxes	160,000.00	12,987.67	78,344.24	81,655.76	48.965
01-3220-4201-000-000	Motor Vehicle Permits	5,600,000.00	677,479.80	5,294,501.84	305,498.16	94.545
01-3230-4216-000-000	Certificate of Occupancy Permit	15,000.00	600.00	9,840.00	5,160.00	65.600
01-3230-4218-000-000	Building Permits	280,000.00	32,196.00	303,728.73	-23,728.73	108.475
01-3230-4381-000-000	Septic Inspection Fees	6,000.00	1,200.00	5,300.00	700.00	88.333
01-3290-4209-000-000	Excavation Permits	5,000.00	1,650.00	2,400.00	2,600.00	48.000
01-3290-4214-000-000	Driveway Permits	2,000.00	400.00	1,650.00	350.00	82.500
01-3290-4217-000-000	Health Permits	0.00	0.00	500.00	-500.00	0.000
01-3290-4221-000-000	Pistol Permits	2,500.00	50.00	902.00	1,598.00	36.080
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	165.00	1,500.00	1,300.00	53.571
01-3290-4239-000-000	Fire - Place of Assembly	2,000.00	110.00	1,290.00	710.00	64.500
01-3290-4254-000-000	Fire Alarm Permits	1,500.00	147.00	1,800.00	-300.00	120.000
01-3290-4312-000-000	Zoning Application Fees	3,000.00	216.52	6,032.93	-3,032.93	201.098
01-3290-4313-000-000	Planning Board Fees	120,000.00	-734.60	11,232.53	108,767.47	9.360
01-3290-4315-000-000	Sewer Service Permit	3,000.00	200.00	1,450.00	1,550.00	48.333
01-3290-4321-000-000	UCC Filings	7,000.00	0.00	4,485.00	2,515.00	64.071
01-3290-4322-000-000	Vital Statistics	10,000.00	875.00	9,627.00	373.00	96.270
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	25.00	8,613.00	1,387.00	86.130
01-3290-4326-000-000	Notary Fees	100.00	0.00	0.00	100.00	0.000

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**Revenue Report**  
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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3290-4327-000-000	Parking Violation Fees	1,000.00	0.00	445.00	555.00	44.500
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	4,620.00	51,641.41	-31,641.41	258.207
01-3290-4335-000-000	Animal Boarding Fees	1,100.00	25.00	850.00	250.00	77.273
01-3290-4343-000-000	Copy Fees and Sale of Books	1,500.00	94.00	211.75	1,288.25	14.117
01-3290-4347-000-000	Bad Check Fees	2,500.00	416.77	1,437.39	1,062.61	57.496
01-3290-4356-000-000	Police False Alarm Fines	10,000.00	400.00	4,650.00	5,350.00	46.500
01-3290-4421-000-000	Marriage Licenses	2,000.00	606.00	1,097.00	903.00	54.850
01-3290-4422-000-000	Hawker/Peddler License	1,000.00	130.40	680.40	319.60	68.040
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	100.00	-100.00	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	6,428.00	22,486.00	-4,486.00	124.922
01-3290-4451-000-000	Drain Layers License	1,000.00	500.00	7,000.00	-6,000.00	700.000
01-3351-4840-000-000	Shared Revenue - Municipal Aid	0.00	0.00	0.00	0.00	0.000
01-3352-4841-000-000	Shared Revenue - Meals and Rental Tax Distribution	1,793,865.00	0.00	2,431,094.29	-637,229.29	135.523
01-3353-4610-000-000	Shared Revenue - Highway Block Grant	692,508.38	0.00	595,141.44	97,366.94	85.940
01-3359-4656-000-000	Grants - Police	77,516.60	28,837.60	87,586.58	-10,069.98	112.991
01-3359-4657-000-000	Grants - Fire	423,825.80	0.00	584,943.29	-161,117.49	138.015
01-3359-4659-000-000	Grants - Other	604,467.33	0.00	622,760.75	-18,293.42	103.026
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	514.00	6,688.00	312.00	95.543
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	6,796.17	97,906.98	52,093.02	65.271
01-3401-4721-000-000	Police Outside Detail - Cruiser	0.00	1,717.50	22,385.00	-22,385.00	0.000
01-3401-4729-000-000	Contracted Services - Litchfield	30,000.00	23,800.00	39,818.42	-9,818.42	132.728
01-3401-4730-000-000	Ambulance Billings	400,000.00	0.00	359,284.95	40,715.05	89.821

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3401-4731-000-000	Charges on Ambulance Receivables	0.00	0.00	-19,131.86	19,131.86	0.000
01-3401-4732-000-000	Fire Incident Reports	500.00	75.00	480.00	20.00	96.000
01-3401-4745-000-000	Cable Franchise Fees	77,000.00	0.00	69,612.26	7,387.74	90.406
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	110,851.76	0.00	23,318.28	87,533.48	21.036
01-3401-4756-000-000	Misc Rev - Police	5,182.64	0.00	6,089.94	-907.30	117.507
01-3401-4757-000-000	Misc Rev - Fire	500.00	300.00	900.00	-400.00	180.000
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	690,165.67	2,817.13	897,421.51	-207,255.84	130.030
01-3401-4761-000-000	Rec Rev - Basketball	30,000.00	0.00	43,917.50	-13,917.50	146.392
01-3401-4762-000-000	Rec Rev - Supervised Play	97,000.00	56,225.00	147,123.00	-50,123.00	151.673
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	0.00	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	6,255.00	15,692.50	-3,797.50	131.925
01-3401-4768-000-000	Rec Rev - Lacrosse	6,000.00	0.00	2,430.00	3,570.00	40.500
01-3401-4769-000-000	Rec Rev - Community Activities	11,000.00	4,331.01	16,808.01	-5,808.01	152.800
01-3501-4704-000-000	Sale of Town Property	55,000.00	1,275.00	6,800.00	48,200.00	12.364
01-3502-4702-000-000	Bank Charges	-10,000.00	-684.29	-7,987.30	-2,012.70	79.873
01-3502-4703-000-000	Interest on Investments	25,000.00	56,727.82	521,050.34	-496,050.34	###.###
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	11,219.49	0.00	2,550.00	8,669.49	22.728
01-3508-4557-000-000	Donations - Fire	622.40	525.00	625.00	-2.60	100.418
01-3508-4558-000-000	Donations - Recreation	0.00	0.00	225.00	-225.00	0.000
01-3508-4559-000-000	Donations - Other	150.00	0.00	7.00	143.00	4.667
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	105,246.74	35,293.30	105,246.74	0.00	100.000
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

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Sewer Fund</b>						
02-3190-4180-000-000	Interest on Sewer Utility	15,000.00	87.63	14,363.27	636.73	95.755
02-3190-4181-000-000	Sewer Betterment Interest	728.00	727.76	727.76	0.24	99.967
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	559.80	0.00	559.80	0.00	100.000
02-3403-4780-000-000	Sewer Base Charges	565,000.00	142,183.42	567,588.33	-2,588.33	100.458
02-3403-4781-000-000	Sewer Consumption Charges	564,765.00	116,448.44	527,758.89	37,006.11	93.448
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	24,911.00	0.00	100.000
02-3500-4782-000-000	Sewer Capital Assessment	50,000.00	19,000.00	73,467.85	-23,467.85	146.936
02-3502-4702-000-000	Bank Charges	-3,500.00	0.00	-3,271.14	-228.86	93.461
02-3508-4561-000-000	Donations - Sewer	80,633.74	0.00	0.00	80,633.74	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	987,341.86	287,341.86	287,341.86	700,000.00	29.103
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
<b>Totals</b>	<b>Sewer Fund</b>	<b>2,550,539.40</b>	<b>565,789.11</b>	<b>1,493,447.62</b>	<b>1,057,091.78</b>	<b>58.554</b>



**Revenue Report**  
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<b>Water Fund</b>						
03-3190-4794-000-000	Interest on Delinquent Accounts	10,000.00	0.00	4,676.10	5,323.90	46.761
03-3290-4394-000-000	Backflow Testing Fees	36,000.00	0.00	42,940.00	-6,940.00	119.278
03-3290-4395-000-000	Water Hookup Fee	296,000.00	4,320.00	26,893.98	269,106.02	9.086
03-3290-4396-000-000	Water Service Fees	12,000.00	0.00	7,107.08	4,892.92	59.226
03-3290-4397-000-000	Shutoff/Reconnect Fee	3,500.00	0.00	1,125.00	2,375.00	32.143
03-3359-4659-000-000	Grants - Other	46,347.60	0.00	46,347.60	0.00	100.000
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	4,679.44	0.00	4,679.44	0.00	100.000
03-3402-4390-000-000	Rental Fee - Private Hydrant	65,500.00	0.00	49,217.42	16,282.58	75.141
03-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	0.00	58,465.80	19,534.20	74.956
03-3402-4392-000-000	Public Fire Protection	224,000.00	0.00	176,253.03	47,746.97	78.684
03-3402-4790-000-000	Water Base Charges	970,200.00	0.00	744,267.87	225,932.13	76.713
03-3402-4791-000-000	Water Usage Charges	2,233,301.00	0.00	1,442,901.89	790,399.11	64.608
03-3402-4792-000-000	Fire Access Charges	215,000.00	0.00	149,262.03	65,737.97	69.424
03-3402-4799-000-000	Water Sales to Pennichuck	50,000.00	0.00	6,760.14	43,239.86	13.520
03-3502-4702-000-000	Bank Charges	-2,500.00	0.00	-3,420.45	920.45	136.818
03-3509-4793-000-000	Other Income - Water	10,000.00	0.00	2,475.00	7,525.00	24.750
03-3915-4922-000-000	From Capital Reserve Fund	60,000.00	0.00	0.00	60,000.00	0.000
03-3939-4999-000-000	Use of Fund Balance	265,000.00	0.00	0.00	265,000.00	0.000
03-4915-4915-000-000	To Capital Reserve Funds	10,000.00	0.00	0.00	10,000.00	0.000
<b>Totals</b>	<b>Water Fund</b>	<b>4,587,028.04</b>	<b>4,320.00</b>	<b>2,759,975.46</b>	<b>1,827,052.58</b>	<b>60.169</b>

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Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Community TV Revolving Fund</b>						
45-3401-4745-000-000	Cable Franchise Fees	0.00	0.00	278,447.12	-278,447.12	0.000
45-4199-4759-000-000	Misc Rev - Other	222.60	0.00	222.60	0.00	100.000
<b>Totals</b>	<b>Community TV Revolving Fund</b>	<b>222.60</b>	<b>0.00</b>	<b>278,669.72</b>	<b>-278,447.12</b>	<b>###.###</b>

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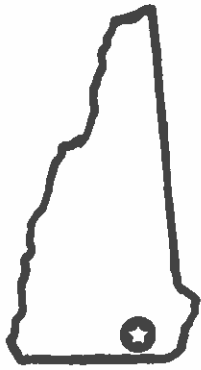
Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>EMS Revolving Fund</b>						
50-0000-4729-000-000	EMS - Contracted Services	0.00	0.00	35,558.43	-35,558.43	0.000
50-0000-4730-000-000	EMS - 50% Ambulance Billings	0.00	0.00	359,284.97	-359,284.97	0.000
50-0000-4731-000-000	EMS - 50% Charges on Amb Billings	0.00	0.00	-19,116.85	19,116.85	0.000
<b>Totals</b>	<b>EMS Revolving Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>375,726.55</b>	<b>-375,726.55</b>	<b>0.000</b>

**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	\$565,455	\$478,453	\$553,050	\$677,480			\$2,274,438	\$5,294,502	\$5,600,000
vs. Budget	7.4%	18.3%	27.0%	38.0%	46.1%	53.9%	53.9%	64.0%	72.6%	82.4%	94.5%			40.6%	vs. Budget	94.5%

**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	\$17,611	\$286,278	\$40,270	\$67,127	\$70,648	\$56,728			\$234,773	\$521,050	\$25,000
vs. Budget	278.9%	550.5%	770.4%	985.7%	1074.7%	1145.1%	1145.1%	1306.2%	1574.7%	1857.3%	2084.2%			939.1%	vs. Budget	2084.2%



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



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: May 2, 2024

Re: FY 2024 Legal Budget

A review of the Town's legal budget indicates that the legal budget will be over expended in Fiscal Year 2024. As you may recall, the Board negotiated two (2) labor contracts this year which have contributed to the over expenditure. I am estimating that the over expenditure will be approximately \$25,000. I am recommending that the Board of Selectmen transfer funds from the Town Poor account in the amount of \$15,000 and the Selectmen's Contingency account in the amount of \$10,000 to cover this over expenditure. Should the Board concur with my recommendation, the following motion is appropriate:

***Motion: To transfer \$15,000 from the Town Poor account 5151-258 and \$10,000 from the Selectmen's Contingency Account #5940-298 to Legal Fees # 5200-218 to cover Legal expenses for the remainder of the fiscal year.***

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

Run: 5/02/24  
10:59AM

# Expenditure Report - Current Year Only

Page: 1  
smalizia  
ReportSortedSimpleExpenditure

Town of Hudson, NH  
As Of: April 2024, GL Year 2024

Account Number		Net Budget	MTD Exp	YTD Exp	Encumbered	Remaining	%Used
<b>General Fund</b>							
01-4153-5200-218-000	Legal, Fees	93,000.00	4,326.50	67,847.50	2,597.66	22,554.84	75.747
01-4153-5200-249-000	Legal, Other Labor Issues	6,000.00	0.00	8,876.92	579.80	-3,456.72	157.612
01-4153-5200-251-000	Legal, Collective Bargaining	5,000.00	0.00	43,089.73	28.60	-38,118.33	862.367
01-4153-5200-278-000	Legal, Value Defense	16,000.00	139.80	771.14	367.76	14,861.10	7.118
<b>Totals General Fund</b>		<b>120,000.00</b>	<b>4,466.30</b>	<b>120,585.29</b>	<b>3,573.82</b>	<b>-4,159.11</b>	<b>103.466</b>
<b>Grand Total</b>		<b>120,000.00</b>	<b>4,466.30</b>	<b>120,585.29</b>	<b>3,573.82</b>	<b>-4,159.11</b>	<b>103.466</b>

Town of Hudson  
Request for Line Item Transfer

Date: May 14 2024

Department Legal  
Program Legal Fees

	Description	Account Number	Amount
Transfer To	<u>Legal Fees</u>	<u>5700-218</u>	<u>\$ 25,000 -</u>
Transfer From	<u>Town Pool</u>	<u>5151-288</u>	<u>( \$ 15,000 )</u>
	<u>Contingency</u>	<u>5940-298</u>	<u>( \$ 10,000 )</u>

Department Head Comments: TO cover legal expenses for  
the remainder of the 2024 fiscal year

Department Head Signature \_\_\_\_\_

Other Comments: \_\_\_\_\_

Finance Director Signature \_\_\_\_\_

Town Administrator Signature \_\_\_\_\_

Board of Selectmen Action Required? Yes  No

Board of Selectmen Signature \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

