



# TOWN OF HUDSON

## Board of Selectmen

12 School Street  
Hudson, New Hampshire 03051

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Roy E. Sorenson, Town Administrator  
rsorenson@hudsonnh.gov · Tel: 603-886-6024 · Fax: 603-598-6481

## BOARD OF SELECTMEN MEETING

**June 23, 2026**

**7:00 PM**

Board of Selectmen Meeting Room, Town Hall

**Non-Public Session under RSA 91-A:3 (a) & (b) beginning at 6:00 p.m.**

*(Regular meeting will begin immediately after Non-Public Session)*

### AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ATTENDANCE**
4. **PUBLIC INPUT**
5. **RECOGNITIONS, NOMINATIONS & APPOINTMENT**
  - A. **Recognitions** – None
  - B. **Nominations** – None
  - C. **Appointments** – None
6. **CONSENT ITEMS**
  - A. **Assessing Items**
    - 1) Tax Deferral Application
  - B. **Water/Sewer Items** – None
  - C. **Licenses & Permits & Policies** – None
  - D. **Donations** – None
  - E. **Acceptance of Minutes**
    - 1) June 9, 2026

**F. Calendar**

06/23	7:00	Board of Selectmen	BOS Meeting Room
06/24	7:00	Planning Board	Buxton Meeting Room
06/25	7:00	Zoning Board of Adjustment	Buxton Meeting Room
<b>07/03</b>		<b>**TOWN HALL CLOSED**</b>	
07/08	7:00	Planning Board	Buxton Meeting Room
07/13	7:00	Conservation Commission	Buxton Meeting Room
07/13	7:00	Cable Utility Committee	Hudson Cable access Center
07/14	7:00	Board of Selectmen	BOS Meeting Room

**G. Transfer of Appropriations**

**7. OLD BUSINESS**

**A. Policy Sub-Committee, Purchasing and Contracts – Administration/Decision**

**8. NEW BUSINESS**

**A. Target Public Safety Funds Release – Fire/Decision**

**B. SNHHMMAD Designee – Fire/Decision**

**C. Acceptance of Donation – DSD/Decision**

**D. Outdoor Water Restrictions – DSD/Decision**

**E. Transfer Station Partnership Opportunity – DSD/Decision**

**F. Wellness Officer Proposal – Police/Discussion**

**G. HCTV Update Presentation – Community Media/Presentation**

**H. Transition of Banking Services – Administration/Decision**

**I. FY26 Accrued Time Payouts – Administration/Decision**

**J. FY26 Encumbrances – Administration/Decision**

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

**10. REMARKS BY TOWN ADMINISTRATOR – Presentation**

**11. REMARKS BY SCHOOL BOARD**

**12. ENTER NONPUBLIC SESSION (if necessary)**

**13. ENTER PUBLIC SESSION (if necessary)**

**14. ADJOURNMENT**

**Reminder ...**

Items for the next agenda, with complete backup, must be in the Selectmen’s Office no later than **12:00 noon on Thursday, July 9, 2026.**


6A1

**TOWN OF HUDSON****Assessing Department**

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

**TO:** Board of Selectmen  
Roy Sorenson, Town Administrator

**FROM:** Jim Michaud, Chief Assessor 

**DATE:** June 23, 2026

**RE:** Tax Deferral Application:  
38B Barretts Hill Rd. - map 151/ lot 005/ sub 002

Please grant and sign the attached Tax Deferral Application for the property owner listed below:

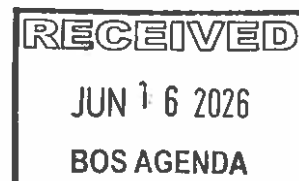
Adrienne Monestere – 38B Barretts Hill Rd. - map 151/ lot 005/ sub 002

The applicant has provided all required documentation to adequately demonstrate her financial hardship. The total of the respective tax liens on this property does not exceed 85% of the assessed value (per RSA 72:38a). There is no mortgage on this property so no further approval is required.

***MOTION:***

***Motion to grant a Tax Deferral for the property owner referenced in the above Request.***

**PLEASE SIGN IN BLACK INK**





## HUDSON, NEW HAMPSHIRE BOARD OF SELECTMEN

### Minutes of the June 9, 2026 Board of Selectmen Meeting

7:00 PM

Board of Selectmen Meeting Room, Town Hall

1. **CALL TO ORDER** – by Chairman Dumont the meeting of June 9, 2026 at 7:38 p.m. in the Selectmen Meeting Room at Town Hall.

2. **PLEDGE OF ALLEGIANCE** – Selectman Guessferd.

#### 3. **ATTENDANCE**

**Board of Selectmen:** Dillon Dumont, Bob Guessferd, Xen Vurgaropulos, Heidi Jakoby and Kimberly Allan.

**Staff/Others:** Town Administrator: Roy Sorenson; Director of Development Services: Elvis Dhima; Police Chief: Dave Cayot; Fire Chief: Scott Tice; Chief Assessor: Jim Michaud; Police Lieutenant: Matthew Flynn; Human Services Specialist: Kathy Wilson; School Board Liaison: Heather Cook; Executive Assistant: Lorrie Weissgarber.

#### A. **PUBLIC INPUT**

Chairman Dumont: At this time, I'm going to open up public input. Does anyone in the audience wish to address the Board on any issue which the Board has control of at this time? If so, please come up and state your name and address for the record. Going once, going twice. I don't see anyone. We'll close at 7:38 p.m.

#### B. **RECOGNITIONS, NOMINATIONS & APPOINTMENTS**

Chairman Dumont: We have no recognitions or nominations, but we do have an appointment of a Benson Park Advisory Committee member. I believe it's Jan Horvath. It's a reappointment. It was a year or two ago that they had joined the committee, if I remember correctly. Do we have any questions, comments, motions from the board members?

Selectman Jakoby: I've worked with Jan. He's dedicated to the park, and I think his reappointment is appropriate.

Chairman Dumont: All right, do we have a motion?

- A. **Recognitions** – None
- B. **Nominations** – None
- C. **Appointments** – None

We'll move into Consent Items. Does any Board member wish to remove any item for separate consideration?

[Selectman Guessferd made a motion, seconded by Selectman Vurgaropulos, to approve Consent Items 6A-F. Motion carried, 5-0.](#)

#### C. **CONSENT ITEMS**

##### A. **Assessing Items**

- 1) Elderly Exemption
- 2) Elderly Exemption Requalification

##### B. **Water/Sewer Items** – None

**C. Licenses & Permits & Policies**

- 1) Block Party Permit
- 2) Pole Licenses

**D. Donations – None**

**E. Acceptance of Minutes**

- 1) May 26, 2026

**F. Calendar**

06/09	7:00	Board of Selectmen	BOS Meeting Room
06/10	7:00	Planning Board	Buxton Meeting Room
06/16	7:00	Municipal Utility Committee	Buxton Meeting Room
06/17	6:30	Library Trustees	Hudson Cable Access Center
06/18	7:00a	Conservation Training Class	Buxton Meeting Room
06/18	7:00	Benson Park Advisory Committee	Hudson Cable Access Center
<b>06/19</b>		<b>**TOWN HALL CLOSED**</b>	
06/23	7:00	Board of Selectmen	BOS Meeting Room

**8. NEW BUSINESS**

Chairman Dumont: We are going to take up all business at the end, as long as there's no objection of the Board, since we're running a little bit late here. And rolling into New Business, I'd like to move Item 8E up first. So, if we could, I will turn over to Mr. Sorenson.

**E. Stop Sign Funding Donation – Administration/Decision**

Roy Sorenson: All right. Thank you, Mr. Chair. So tonight, we have a donation from the Hands of Hope Club, which is an Auburn High School group. And I'm going to ask Madeline Perron to come up. She's the co-president, he's a junior at Alvirne High and tell us a little bit about their donation and why they're here tonight.

Madelynne Perron: Hi, my name is Madeline Perron.

Shruthika Bangaru: Hi, my name is Shruthika Bangaru.

Madelynne Perron: Hello, Board of Selectmen. Thank you for taking the time to listen to our proposal.

Shruthika Bangaru: We are the Hands of Hope Club, and we are the co-founders of it. We have started this club this year to promote and establish activism and change within our community.

Madelynne Perron: During the first week of school, my dad was hit by a car that failed to stop at the Wason-Musquash intersection. A number of accidents have occurred at this hazardous intersection.

Shruthika Bangaru: We have a growing concern for this because it can affect anyone at any time. We cannot let these accidents go ignored. It's time for us to make a change. One of the most common ways accidents happen is because of people running or ignoring the stop sign. Some data we've collected from Officer Colon is 51 accidents at Wason Road at Burns Hill Road and about 40 accidents at Wason Road at Musquash Road.

Madelynne Perron: We believe that the addition of two flashing stop signs at this intersection will make things safer for the driving public. Research shows that towns have seen a 42% decrease in accidents after installing flashing stop signs at problem intersections. These stop signs would be solar-powered, so it would be cost-effective.

Shruthika Bangaru: Through our own fundraising efforts, we have raised around \$400 to put into the cost of these stop signs. This was done through two HENA fundraisers, which are temporary art designs that go in your hands. And recently, we have organized a car wash that raised around \$220.

Madelynne Perron: After meeting with Mr. Dhima during our February vacation, we were able to get an estimate of the cost for two flashing stop signs. We reached out to the Alvirne Board of Trustees, and they gave us a very generous donation of \$2,200.

Shruthika Bangaru: With the total of \$2,600 we have raised and the support from the Board of Trustees, we have demonstrated our commitment to this project. Today, we are asking for the town's partnership in helping us make these intersections safer for everyone in our community.

Madelynne Perron: We believe that these flashing stop signs will make Hudson a safer environment for all drivers, from experienced to new drivers. Thank you for your time.

Chairman Dumont: Thank you very much. Questions or comments from the Board?

*Selectman Allan made a motion, seconded by Selectman Guessferd, under the authority of RSA 31:95e, the Board of Selectmen hereby accepts with gratitude, a donation from Hands of Hope Club at Alvirne High School, a donation of \$2,600 for purchase of two new stop signs to be installed by Public Works. Motion carried, 5-0.*

Chairman Dumont: Do we have any discussion? Selectman Jakoby.

Selectman Jakoby: I just want to thank both of you for really looking at this intersection. I live on the other end of Musquash and go through that intersection regularly. And especially at nighttime or at dusk in different times, those signs are difficult to see. So, thank you for finding a creative way of funding this for the town. We really appreciate you reaching out to the Board of Trustees, the Alvirne Board of Trustees, and seeking that additional funding after all your hard work. So, I just want to say thank you very much because I think that was really excellent, creative ways of using what's available to you. So, thank you.

Madelynne Perron: Thank you.

Shruthika Bangaru: Thank you.

Chairman Dumont: I want to add to that. It's a dangerous intersection. My sister-in-law actually got hit there in that same spot. So, I really appreciate you seeing a problem and taking some initiative to get something done over there. So, thank you very much for that.

Roy Sorenson: Great work. Thank you very much. Thank you.

## **8. NEW BUSINESS**

### **A. DSD Department Update Presentation – DSD/Presentation**

Chairman Dumont: All right. So, we will go back to the regular order 8A, Development Services Department Update. Mr. Dhima, you have five minutes.

Elvis Dhima: Thank you, Mr. Chairman, it will be quick. Just an update. So, thank you, Mr. Chairman. Am I hooked up?

Roy Sorenson: Good to go.

Elvis Dhima: All right.

Roy Sorenson: You're good to go.

Selectman Vurgarouplos: I really enjoyed the AI imagery.

Elvis Dhima: That's good. There's a story to that, too. That's going to take about five minutes alone.

Selectman Vurgarouplos: Oh, yeah. All right.

Selectman Guessferd: Then skip the steps.

Elvis Dhima: Skip the steps. So, as you all know, Development Services consists of three divisions right now, engineering, planning, and zoning. The only difference you're going to see here is we have a GIS Specialist that starts in January 2027. Thanks to the Board's decision to make some changes for the next budget season, which got approved by the taxpayers. And you also see the associated planner going back and forth between planning and zoning. We have an open position right now, Administrative A2, under planning. We have not filled that

position yet. We're evaluating to see how that fits our new structure right now. So far, it's been working very well. There's a great coordination between the three departments and a good call on the Board for setting it up. Next one, mission statement. We're all about delivering ethical, fiscal, responsible, innovative, and sustainable services. It maintains public infrastructure, supports residents and businesses with practical solutions, enhanced quality of life, pursuing funding opportunities that advance community projects while minimizing taxpayer impact. That's it, basically. Keep the wheels turning, making sure we stay on top of things we plan, and we reduce the taxpayer's impact, which is big.

Selectman Guessferd: Where is that location?

Elvis Dhima: That's in Hudson now. It's a few years in the future, but you'll see the new town hall on the left over there. That's me working nonstop. Yes. GIS guy right here. It's all it.

Roy Sorenson: New town hall is in this picture.

Elvis Dhima: New town hall, yes. The next one, that's the new town hall right there. This is a little snapshot in the future, as you can see, Mr. Sorenson.

Selectman Jakoby: We don't have a new train.

Selectman Vurgaropoulos: No, we installed the old bridge.

Elvis Dhima: Yeah, it is. There's an old bridge back there. It is. We're putting it back. Yeah, town administrator's hair has been taking a devastating and irreversible blow, while mine looks thicker and darker than ever. That's because, as you can see, he's thinking about the next project. Well, I'm kindly reminding him that we're not done with this other one down here. But as you can see, self-inflicted, obviously. That's it in a nutshell. So, what do we do? We do traffic, water, sewer, drainage, landfill, bridge, construction oversight. We do GIS management, mapping services, technical support, zoning administrating, code enforcement. And the list goes on and on. And our favorite one, grant applications, finance compliance, making sure capital improvement project stays on track. And we're pretty much into everything, for good, bad, or indifferent. We're going to do everything. Things to look forward to moving forward. After all, this is just an update. So, one thing I'm interested, I mean I'm very excited about is we got a new platform that we're currently testing internally. It's a first community incorporated AI in our GIS portal. How does that work? If you ask it which was the last property or what property has been purchased for over a million dollars, it will highlight those for you. So, it's pretty neat. So, looking forward to that, putting that out there for everybody. Right now, it's just a beta currently running internally. We've got the GIS person starting January 1st. Looking forward to that. A lot to do there. And also, a lot that could be developed for other departments as well. Public works with the paving program, keeping track of assets. We could incorporate fire and police into things that they need out there. So, this is not just for infrastructure. This is for human infrastructure as well, if you want to call it that. So, it's going to be a great addition if we get the right person. 2026 flyover is complete. So, if you had something illegal out there in your property, we got a snapshot. I'm kidding. We don't keep track of that. We'll be available very soon. I'm hoping in a couple months. So that's a big feature. So that's the main thing on the GIS. Planning, zoning, engineering regulations. As you all know, we're using target money to do a first, really, of its kind, a coordinated revision between land use regulations. Major overhaul, major undertaking, first of its kind. Probably the last one after we get a serious beating after trying to do this. But I'm confident it's going to be a good thing. Our major goal here is to align and get things consistently across the board, planning, zoning, and engineering. I think it's very important. And it's going to stay a good structure for things we're trying to do, capital improvements plan and our master plan down the road when the planning board is ready to go. Two things we're going to be looking at, sidewalk requirements. As you all know, we tried to do something here last time. It didn't go well. So, all I remember is Selectman Guessferd, rather than myself. We tried our best, but, you know, it is what it is. The good news is what we're planning to do, I think it's better than what we proposed. So, everything happens for a reason. See how I spin that around? So, it was a good thing that they denied it. No, I'm kidding. It is, though. We're going to do something that makes sense, and I think everyone is going to be happy with that. I think the planning board is ultimately the one in charge of making that revision at some point if they wish to do so. Another thing that has come up and something that we're going to tackle and maybe probably be successful, maybe not, is housing. Housing keeps coming up over and over again. So, what we're looking to do is, and I don't want to give everything here tonight, but what we're

looking to do is first-time homebuyers. What can we as a community do to set up the perfect conditions for a first-time homebuyer for a single-family home and for a developer that's going to create that condition? I don't know. We're looking into that to see if we can create some kind of pilot program, something that the planning board can maybe entertain. Maybe it's a good thing. Maybe it's not. We'll see, time will tell. But that keeps coming up over and over again, so I think it's worth a second look. And folks need to remember that this needs planning board approvals ultimately and town meetings for the zoning. So, everything we're trying to do is still going to have to go through a process, planning, public, and ultimately a town meeting. Our upcoming project is 2027. It's Robinson Boat Launch. As you all know, the Warren article passed for \$500,000 thanks to the folks that voted for it, taxpayer, board selectmen, and the budget committee, half a million. The nice thing is we just filed for \$667,000 because we're trying to get our money back for the design portion, and we have been qualified for that. So hopefully when I hear back, it's for \$667,000. What does that mean from a financial standpoint? It means that we can put less of our money in to do the project, or if something comes up, we have reserves to use that to do additional. So, it's really a very positive thing. Next thing is you all know Belknap Road Extension. I don't know if you heard or not. There was another accident over there this weekend, County. So, I guess we're doing the right thing after all. \$2.5 million project. We are in the proposed 10-year plan. We're doing the design right now. It's done permitting. We're struggling a little bit with DS. I have a meeting with them next week. The main concern they have is it floods right now, and it's going to flood in the future. So, to me it's like nothing is going to change, but they see it a little differently, so I'm trying to be sensitive about it. So, the way I see it is either give it to us or you deny it, and we'll go to court and we'll get it anyways. But hopefully we'll do it the easy way. So, we'll find out what the next week comes. They've been very good to work with. It's just we operate at a different pace than they do, and that's okay. Merrimack River Crossing, as you all know, Town of Hudson successfully secured \$1 million, which is currently being used for the design. That's currently underway right now. All the parties involved with this are being notified, including Pennichuck and the folks across the river. So, everything is looking good. I'm hoping we break ground next year. If not, it will be 2028. Why do I say that? Because it will be governed by the levels on the river, unfortunately. So, we could be ready to go. We have everything, and the next thing you know we don't get the green light because the river levels are too low or too high, which has a turbidity and velocity, and the nerds get going, and I'm like, all right, just tell them 2027, 2028. We don't need to know the details. Next one, Merrill Park Boat Launch. As you all know, we secured \$300,000. We've got a consultant working on it, and we're also going to look into if we can get some of the money back for the design and the construction as well. Now, one of the questions that has come up with the budget, Selectman Vurgaropulos brought it up. What happens if we have any money left? I don't know. Maybe we will have some money back. Who knows? It might be a miracle. The money will stay there for Merrill Park to maintain it, so we don't have to make this a burden for the taxpayers. I don't want it to be another Benson Park, but if we have any money left, it will just stay there, and the board can use it to maintain it or pay DPW to maintain the site once it gets up and running. But it will be a nice facility. This is obviously something that they put together in 1987.

Selectman Jakoby: I have options for Merrill Park.

Elvis Dhima: Yeah, here we go. But the two options they had back then was two roundabouts, believe it or not. They look like donuts.

Selectman Jakoby: I have better options.

Elvis Dhima: So, we'll see where it goes, but that's where we're at. Another project, Hudson Solar Farm. We haven't heard about that, but it's up and running. It's ready to go. Slope analysis is complete. We plan for a 4.19-megawatt DC solar farm. The Eversource completed a project evaluation in about six months, which usually is 12 to 18 months, so big thanks to them for pushing this through. But it looks like we'll be able to push in 4.2 to 4.5 megawatt. What does that mean? We can put a bigger farm than we expected, and we have the distribution system adjacent to us to put that out there. What does that mean from a financial standpoint? Because that's where we really care at the end of the day. Well, it means we're going to make more money from a revenue standpoint related to the leasing of that because it's per megawatt. And the other thing, too, is we'll be more powerful to sell at a discount for the town of Hudson facilities and the school department if they wish to.

Selectman Guessferd: It's going to be able to cover all of our needs, right?

Elvis Dhima: We are completely covered. We're about at 1.7. They use more energy than us, the school, so if the school rolls in, they'll have a significant. But the entire amount of 4.5 will probably be used in town between the school facilities and the town facilities. Not for the entire town, all the folks in there, but just the municipality. So, a big good news, really. So, design is pretty much ongoing. We need to deal with the landfill permit process because this is on top of a landfill. We need to deal with alteration terrain permits because we're changing that. Even though we're not doing any digging, we're basically putting the solar panels above the surface. So, it's a whole process you have to go through to make sure that the state is okay with it. So that's going through. But I expect construction to start early 2027. Even if it starts to be later, it doesn't matter. Operation right now for this, it's 2027. So, revenue will be kicking in either mid to late 2027, which is really good because we all know we can use the money. Capital improvement plans. Mr. Sorenson has been talking about this. He's getting it. That's why he had the gray hair earlier. So, interesting enough, in 2019 we did this, and look at all the projects we got done. So, do we have a capital project? Well, we had one, but we did it all. So, case closed. We don't need another one. I'm kidding. So, police, they completed their main project, which was police department expansion, that's done behind us. Benson Park had two projects. Haselton Barn roof, done. Kitchen building roof repair, that's also done. We had six projects under engineering, five of them complete. One of them is ongoing, which is Lowell and Birch. And school district department did very well. They got seven out of nine done. So, as far as I'm concerned, we did very well. The only project we didn't get done is under the finance department, town hall expansion. Oh. But it's still ongoing. Funny, though, how that was under the finance department, right?

Chairman Dumont: Yeah.

Elvis Dhima: Strange. But anyway, so this is something we need to tackle next year. Why do we need the capital improvement projects? We need that for a couple reasons. If you do a grant, you need to have that. If you're doing improvements and you're basically being asked about where you're going, right, where you're at, where you're going, this is what that capital improvement project is. I'm not asking for another COVID relief fund, but that's kind of what kind of got us through once we got that money. So, it's important. It's a good piece of document for the town to have. It's as good, I think, as a master plan. Project's coming up in 2028. I'm getting a little bit ahead of myself. But the reason for that is I want to use this opportunity to kind of tell you where we're going with the budget season starting. So, one of the one articles is going to be for \$300,000 for County Road. County Road right now is in good shape, but it's too narrow. If you've been out there, you've seen the guardrails beat up. The guardrails are basically bolted to the face of these concrete structures and they've come off. Why? Because of the salt and all that.

Chairman Dumont: They're just floating there.

Elvis Dhima: That is just floating there. So, what we're trying to do is we're going to put a couple feet extension on that structure. We're going to put new guardrails in. What that's going to allow is if we start the project on Lowell Road, which is going to be the next slide, it's going to allow safe traveling on County Road to basically accommodate to what we're trying to do on Lowell Road, and that's going to be on the next slide. So, this needs to happen before we start attacking the bridge on Lowell Road, and I'll get into that a little bit. So, this is coming up in March 2027 for \$300,000. That's just going to be one of the articles that the engineering department is going to be asking for. The design is already done, permitting already done. This was using COVID money/bridge money that we got. So that's already done. This is just the construction, it's ready to go for construction. Another one we're looking at, again, being proactive, Lowell Road. There's a bridge over there, as you know. That's basically Susie's Diner is right over here and T-Bone's old location over here. So, there's a bridge, and then it goes from a bridge to a pipe that's under the parking lot/building, and eventually gets on the other side. So, the bottom, or the walls, or the foundation, if you want to call it, that's in great shape. But the deck, the section that takes all the load off and transfers it down, that's in rough shape. So, currently it's rated a 5. What does that mean? It's in the pink list. Once it gets to a 4, it gets into what they refer to as in the red list. You get to a 3, you're still okay. You get into a 2, you need to be a little careful of that because this corridor handles 30,000 vehicles a day. And also, this is usually mainly to transfer very heavy equipment for Eversource and other utilities, like 30,000-pound transformers, things of that sort. This is the main corridor, so we want to make sure this is in good shape. This is a bit further out. We cannot do this until County Road is done. And that's about it. That's basically it in a nutshell. Any questions?

Chairman Dumont: Board members, questions, comments? Very good job, Elvis.

Elvis Dhima: Thank you very much. What was that for timing? Five minutes?

Chairman Dumont: Way more than five minutes, but not bad.

Elvis Dhima: What was that?

Selectman Guessferd: But actually, yeah. Thank you very much.

Chairman Dumont: Go find some money.

**B. Sale of Town-Owned Property – Assessing/Decision**

Chairman Dumont: All right. Next up is sale of town-owned property. I will recognize the Chief Assessor, Mr. Michaud.

Jim Michaud: Good evening, Board members. You have a memo in front of you. This is a follow-up from the Board meeting of April 28th. We have a zoning determination on this town-owned vacant lot, tax-deeded lot. It's up there on the screen. And the zoning determination says, yep, it's a buildable lot. It's a lot of record. And we have options. The Board can still say we don't want to go forward, we want to hang on to it. The Board can say, no, we want to sell it. The memo goes through the options. You could hire a broker. You could hire an auctioneer. You could donate it through charitable transfer. You could do a sealed bid. So, I'm not sure the direction the Board wants to go on this, which option. I've been pushing the option of sealed bid. If you're going to do a broker, now we're going to do an RFP. Now we're going to have to interview brokers. You have an auctioneer. You've got to do an RFP for auctioneer. Now we've got to interview them, and the Board has to award the contract to them. If we had multiple properties on hand, I'd say that's probably a good place to go through that process. But this is a one-off at this point. So, that's my recommendation. Of course, the Board can choose how it wants to do it. Most folks do a minimum bid. It's a sealed bid, but establish a minimum amount. I have a placeholder in there of \$125,000. There's no building lots that sell for \$125,000. They're selling for \$150,000, \$175,000, \$225,000, even small quarter-acre lots. If it's a building lot, it's gold. About this property, the plan for this property that was recorded in the registry in 1915, it's basically three little finger lots make up this one tax lot. So, it hasn't been surveyed in any recent time frame. If you drive out there, you think the house at 13 Oak Ave. owns this. It looks like it's part of their cartilage. It's not, and they didn't, and they cannot adverse possess government property. That's a state law. But if you're a buyer, you're looking at this saying, all right, well, I might have to get a survey. So, these things might serve to depress the market value a little bit versus something that's out there, is recently surveyed, and it's part of an established subdivision. One caveat we want to have on this is that we want to have a turnaround for snowplows. So that would be a condition of any sale. Board, have any questions? I think Roy and I would coordinate as far as putting together the sealed bid process, use any legal assistance that we would need. We'd advertise it to the abutters, including everybody on Oak Ave. Of course, the property owner that brought this to us, 13 Oak Ave., they're very interested in the property. I talked to their representative attorney earlier, let's see, actually yesterday. So, they're aware of tonight, they're aware of the memo, et cetera. They hold no special sway, right? They're going to compete in the public just like everybody else, but they're the ones that started this process in February, sending us a letter. And in my memo, you see there's been some checkered past on the taxation of this property. And once we get through the proceeds, if it ends up selling, the board agrees, then we'll have to divvy up what's the towns and how much goes to the court system. And we actually do know of an heir of the folks that we taxed it from in 1941. The heir is in Merrimack, and that's actually a result of 13 Oak Ave.'s attorneys doing a lot of title research. Because they thought they were going to make a claim of adverse possession on private property, in my opinion, based on my conversations. As it turned out, they couldn't. They're like, it's your property. So...

Selectman Guessferd: Just abandoned, essentially, right? The property?

Chairman Dumont: No, it didn't pay their taxes.

Selectman Jakoby: We took it over. That's right.

Selectman Vurgaropulos made a motion, seconded by Selectman Allan, for the Board of Selectmen to direct the Town Administrator, or his selected designee, to solicit sealed bids, with a minimum bid of \$125,000, for the sale of the subject property, Oak Ave, a.k.a. Tax Map 190, Lot 163, Sublot 01. Motion carried, 5-0.

**C. ACO Supplies Donation – Police/Decision**

Chairman Dumont: Next up, ACO supplies donation. Chief Cayot.

Chief Cayot: Thank you, Mr. Chairman. So recently, the Hudson Police Department has had numerous cases where we've ended up seizing animals, mostly dogs. And once we do that, we're obviously responsible for the care of these animals. So, the other day, our animal control officer had been at America's Pets. She was buying some of the supplies to help us take care of these dogs, and America's Pets generously offered to donate approximately \$1,000 of dog food, dog treats, and a dog bed was included in that. So, I'm here to request that we can accept that donation from America's Pets.

Chairman Dumont: Discussion? Questions? Motions?

Selectman Allan made a motion, seconded by Selectman Guessferd, to allow the Police Department to accept a donation of dog food, dog treats, and a dog bed, and said donation have the approximate value of \$1,000. Motion carried, 5-0.

Chairman Dumont: Thank you, Chief.

Chief Cayot: Thank you very much, and I would just like to publicly thank America's Pets just one more time for the generous donation.

**D. SNHHMMAD Membership – Fire/Decision**

Chairman Dumont: Thank you very much. Next up, SNHHMM AD membership. Chief Tice.

Chief Tice: Thank you, Mr. Chairman. Good evening again. So, as we discussed during our budget hearings, we talked about moving from the Souhegan Mutual Aid Response Team to the Southern New Hampshire Hazardous Materials Mutual Aid Response District. So, the reason we talked about that, you know, they both respond for hazmat incidents, but we were looking to switch to the Southern New Hampshire team. It gives us more of an opportunity to work with our neighbors. These are the departments that surround us, aside from Nashua. So, Londonderry, Litchfield, Derry, Windham, Pelham, Salem are all part of this team, and this is who we do most of our mutual aid work with and work the closest with. It allows our people to be involved, so the SMART team is run by the Nashua Fire Department, and they respond, they do all that type of work. You know, being a part of the Southern New Hampshire team, our people would have the opportunity to become part of the team and respond and do hazmat work within the district. They're also working towards providing rescue services, which I look at rescue much like hazmat. They're high-risk, low-frequency events that require specialized equipment, specialized training. Towns our size, it's not practical, feasible to try to support that budgetarily on our own. So, we're trying to work with our mutual aid partners, spread that burden out, and spread the benefit out. And that's something they're working towards. Other services they also provide currently, they have drones, they have off-road vehicles, they have a rehab unit, and they have a command unit, which is all available to all the member departments, member towns. And again, it takes some of these specialized things and spreads the cost out amongst multiple towns to help provide these services, instead of each town trying to provide these on their own. And this is budgeted for, in the budget, we simply need the approval of the governing body to make that switch, and then I can write letters to both, withdraw from the SMART team, and then we have, the Southern New Hampshire team has their annual meeting later this month. It's a technicality, but they vote to accept us in, which we've been working on this with them for over a year, and they're looking forward to it. And they actually already invited us, included us in on some training. They got a grant to update their confined space equipment, and they bought rope rescue equipment, and when they held a training on it a couple weeks ago, they allowed our people to go, and we sent three people to participate in four days of training with them on their new equipment.

Selectman Jakoby: I'd like to make a motion, and I want to thank the Chief, because you brought this to us a while ago, so when this came back, I was ready. So, you answered all my questions previously, just so the public knows.

Selectman Jakoby made a motion, seconded by Selectman Vurgaropulos, to authorize the Fire Chief to terminate the department's membership with the Souhegan Mutual Aid Response Team, and join with the Southeastern New Hampshire Hazardous Materials Mutual Aid District, effective July 1st, 2026, and to authorize the Fire Chief to effectuate all agreements necessary. Motion carried, 5-0.

**F. Town Deferred Compensation Plan – Administration/Decision**

Chairman Dumont: Next up, we have the Deferred Compensation Plan. Mr. Sorenson?

Roy Sorenson: Thank you, Mr. Chair. So, at this time, we talked about this quite a bit last year. As you may recall, we created a working group to take a look at the Town's portfolio manager for our Deferred Compensation Plan. And that was driven by some of the employees who were concerned with, at the time, the current provider, their fees, and the costs as being part of that program. Understanding that, I assembled a group, as I mentioned in the memo. The group was comprised of Police Lieutenant Matt Flynn, Human Services Specialist Kathy Wilson, Finance Director Laurie May, and Fire Lieutenant Corey Girard. I do have Kathy and Matt here tonight, if I would ask you two to come up, if you don't mind. And they can speak to it a little bit. There's a lot of information in here. Ultimately, what it came down to, and their mission was to find the best plan for all the employees. This is a voluntary plan, so if the employees want to enter into it, that's on them. The Town does not contribute to it, so this is all on the employees. You may recall, the State came in and did a presentation. We also looked at another group called PF Pope out of Portsmouth, New Hampshire, as well as some others. It really came down to those two, and the differences or the selection to go with the State, which all the administrative stuff here is included, but I want Matt and or Kathy to kind of walk us through why we landed or ended up with the State over, say, a PF Pope or some other manager. That will turn it over to you, Mr. Flynn.

Matthew Flynn: Thank you, Mr. Sorenson. So yeah, approximately a year ago, we're currently under Mission Square here as the Town sponsor as we sit, and we were looking at other options, and the primary two in the New Hampshire area is the State of New Hampshire, who presented last October, and PF Pope. The primary difference between the two was the administration fees, the administrative fees. PF Pope did have higher administrative fees overall, which automatically included any enrolled members, financial advice, a financial advisor, I apologize. All these things were automatically included, whether you wish to take advantage of it or not. The State of New Hampshire plan has those options. However, it's on an individual basis. If you do take advantage of it, that fee will be added to your own. So ultimately, the mission of lower fees, better investment options was best met by the State of New Hampshire. We also put this out to all enrolled employees here, and the vast majority were also in support of the State plan for that reason as well.

Roy Sorenson: So, included in the packet, you have what's called the Joinder Agreement. This is the initial agreement that the Board of Selectmen would need to sign this tonight to enter into the State plan. You also have a memo from Mr. Flynn regarding this whole process. You have the employee acknowledgement and support for joining the plan and leaving Mission Square. I did also ask Mr. Flynn just for a compare and contrast, and that's what you see in the last two pages, which kind of solidified why the State option is the best at this time. The motion in front of you would ask, the Board would take action by signing this Joinder Agreement, and then I would be charged with finishing the process. So, what does that mean? That means any other agreements that might effectuate with the State, and also contact Mission Square to say we're withdrawing and sign off on anything that may be required there.

Chairman Dumont: Questions or comments from the Board?

Selectman Guessferd: Yeah, I just want to say, yeah, we've been talking about this for a while, and Mr. Sorenson has brought it to our attention, and we had the State come in, all of that. So, I'm familiar with this, and I'm glad to see that we have the support. We have the signatures on here. That's kind of what I was looking for here, is like the final piece, once we decided to kind of go in that direction, that you've got their support. That, to me, is huge. It's really important, so I'm in favor of this.

Selectman Jakoby made a motion, seconded by Selectman Vurgaropulos, for the Board of Selectmen to hereby authorize execution of the Joinder Agreement with the State of New Hampshire for adoption of the Public Employees Deferred Compensation Plan. Further, to authorize the Town Administrator to effectuate any items required for finalizing this process. Motion carried, 5-0.

**G. Hills Memorial Library – Administration/Decision**

Chairman Dumont: Good work. Thank you. All right, Hills Memorial Library. Mr. Sorenson.

Roy Sorenson: All right. So, this has been another topic of discussion that we've kind of talked about, but not necessarily brought here for formal type action. Understanding that, I think this starts the process of the Town really looking at the Hills Library and utilizing it. Utilizing the space that's currently there, what can we utilize it for, and things of that nature. The first step is obviously certifying here tonight that the Board of Selectmen say, all right, we will take over the maintenance of this building. Library Trustees are no longer involved. There are some nuances to this. The CRF is actually under the authority of the Library Trustees. So, if I'm thinking ahead to the next budget sequence, we could draft a Warren article to shift that, just a change of language. Something that we kind of did like with Benson's. And in the meantime, I would be charged with going out and communicating with the folks that may have some type of interest in this building, one way or the other. Who is that? The Historical Society, obviously. As well as the schools, because the schools meet over there. And then there's our town, our own town needs. And how can we use the building not once a year, not twice a year, but really for what we might need. There's been expansive studies with this building and just space in general. We have some space over there at the old Rec Center as well, Oakwood. And can we take some of that stuff and shift it over? Perhaps. This sets the stage. And I think I will be coming back in additional meetings on plans of what we might do over there. In the meantime, I will meet with the library trustees, I'll meet with the schools, and meet with the Historical Society. Does that make sense?

Selectman Vurgaropulos: Thank you, Mr. Chairman. I know that we had issues with flooding and all that, and there was some mitigation done. But to my knowledge, it needs more.

Roy Sorenson: I do not see that and I met with the library on that. They cleaned it up. The most impacted area was just the immediate entrance. So, the floor was pulled up. So right now, when you go in, you just have plywood on top of the joists, and you see the concrete. The next level up, which, I mean, if I'm wrong, anybody can correct me, I think it was the children's library area. They removed all the bookshelves, they cleaned all the carpets. Not much flooding went up into that area anyways. It was just that centralized area right down where the boiler was as well and they cleaned it all out. They took out all the bookshelves. So, it's wide open right now. We walked the building. Just from a visual standpoint, or smelling like a basement and being musty, yeah. But there was nothing there to show that there was any type of urgency behind the mold still being there from the incident. I don't know that the problem itself was not alleviated, because I think what contributed to that is the drain, the horizontal drain pan that sat right at that door. I did have DPW, the sandbags might still be there whenever we have serious rain events to sandbag that and try to push it and keep it in the parking lot. We're going to have to do some research on that to find out where that pan drain goes and the capacity of it. And I think just in general, when the parking lot was paved, the contour was changed. And I don't know if that catch basin that's out in the parking lot can handle flash flooding. Now, I'm not telling the board we're going to put in a major new drainage system. The chairman here was looking at me with kind of that look. But there's stuff we can investigate and do in the meantime.

Selectman Vurgaropulos: Yeah, that's what I was edging towards. I know we did the initial mitigation, cleaned it up. So, I knew that was there. But the root cause was essentially the slope changes and everything from paving and everything outside. So ultimately, we're going to eventually have to address that so that we don't have another incident.

Roy Sorenson: I think in time we'll have to put some monies into it. We do have the CRF. We can start in there. I mean, just the boiler itself is circa, what, 1960 or 70? So, we're going to have to do some work. But it's a historical building. It's something that we should be cherishing and taking care of and utilizing as much as we can.

Chairman Dumont: So, your point is that the library did handle that mold mitigation. I would suggest anybody take a walk over in that basement. They did a good job at it. There's not much left, they ripped most of the stuff out. That was obviously the easiest way to get rid of it. But we've got to handle that.

Selectman Vurgaropulos: That's the most concerning part.

Chairman Dumont: You fix that, there's other issues over there that we're going to have to go through and Mr. Sorenson is aware of that. I think that would probably be one of the first ones.

Selectman Guessferd made a motion, seconded by Selectman Allan, for the Board of Selectmen to hereby direct the Town Administrator to meet with the Library Trustees to begin transferring maintenance responsibilities of the Hills Memorial Library to the Town in advance of and for preparation of the Fiscal Year 2028 budget. Further, the Town Administrator will meet with all current users of the building, notwithstanding the Historical Society, for establishing a strategic plan for the building to be delivered to the Board for consideration. Motion carried, 5-0.

Chairman Dumont: Do we have any discussion? Selectman Jakoby.

Selectman Jakoby: I just wanted to reiterate that when I went through the building, I also found that even the air quality was very good throughout the building, just so that the public knows. And I want to thank the library staff for not putting up re-putting up the walls, but to keep it open until we know what we're going to do. So, there's much more flexibility than if everything would have been reconstructed, and it did give us the opportunity to see that the re-sloping was still an issue, and without any additional damage to the building. So, I want to thank them for their care in the entire process, and all the efforts that the library staff put into keeping that building in the shape that it is in.

Chairman Dumont: Next up, Benson Park Lions.

#### **H. Benson Park Lion Statuary – Administration/Decision**

Chairman Dumont: Mr. Sorenson, all right go ahead.

Roy Sorenson: Benson Park Lions. So, this is a request from the Benson Park Advisory Committee. I'm sure the Board's well aware of the lion statuary that was there, then it left there, and now it's back there. So obviously, there's an interest in these, and they're pretty majestic if you've seen them. They do need some restoration, and we have an individual that has met with the Benson Park Advisory Committee that would be interested in performing that work, and they are experienced in preservation in that they've dealt with historical gravestones and things of that nature, which certainly need to be qualified to handle. But understanding that, and the gentleman, Lee Paul Tracy, and it would be his wife as well that would perform the work, they wanted to just make sure they're indemnified, right? That if what they try to do just goes sideways, the town's not going to hold them liable for that. And that's fair and respectable to make that request. I did draft an agreement. You can see that that is attached. So, Lee Paul Tracy, his wife Claudia Tracy, they both looked at it. They're okay with the agreement as it reads. And once we memorialize this and sign it, Mr. Chair, you would have to sign it as well. I would just witness it. And he can get going on his work over there. Now the materials will be handled through donations. Benson's Park has a donation fund. And I don't, I mean, I don't think there'll be any astronomical cost for the materials needed to do this, but you know, the sooner the better we get this agreement drafted, then we can get to work on these.

Chairman Dumont: Great.

Selectman Guessferd: The attorney looked at it as well. The attorney?

Roy Sorenson: Yeah. Yeah. This agreement is done.

Selectman Allan made a motion, seconded by Selectman Vurgaropulos, for the Board of Selectmen to hereby authorize restoration of the historic lion statuary from Benson Park as prescribed in the authorization for volunteer conservation and preservation of historic lion statuary and release of liability agreement. Motion carried, 5-0.

Selectman Jakoby: I just wanted to point out, I don't know how many of you have looked at the lions, that it is quite an extensive process and that everyone who has taken a look at them had the same concern. It is strictly

cement and cement sometimes is very difficult to restore. So, I commend them for volunteering, but, you know, let them see what they can do because, you know, there's a tail missing and a few other things to see what they're able to do, and I'm sure whatever they're able to do will be a blessing to the park.

**I. Benson Park Yoga – Administration/Decision**

Chairman Dumont: Next up, Benson Park Yoga. Mr. Sorenson, are you going to be doing some yoga?

Roy Sorenson: Yeah, so this is Yoga in the Park, I guess. This is actually Friends of Benson Park. They just wanted to put this request, this came in this past week. Simple request, and it's just for a woman to perform yoga. Benson Park on June 27th, 2026. It's free. Gentle yoga, it's called. And it'll take place from 9-10. Maybe we can get Elvis over there and do some goat yoga.

Selectman Guessferd: Maybe we can get Elvis over there and do some goat yoga. Make sure it's clear it's not a Yoda class. It's a yoga class, not a Yoda class.

Selectman Vurgaropulos: Not a yogurt class.

Selectman Guessferd: Not yogurt.

Chairman Dumont: Free yoga. Questions, comments, motions?

[Selectman Guessferd made a motion, seconded by Selectman Allan, for the Board of Selectmen to hereby approve the request from Friends of Benson Park for a yoga class on June 27th, 2026. Motion carried, 5-0.](#)

**J. Friends of Benson Park 2026 Events – Administration/Decision**

Chairman Dumont: Friends of Benson Park 2026 events. Mr. Sorenson.

Roy Sorenson: Alright, so as the Board's well aware, this is the centennial year of Benson Park, so they're doing various celebrations which some events you've approved previously. This one in particular is the day that they will hold most of their events and talk about their centennial celebration. It's September 12th, 2026. As part of that, this came in after the fact. Again, you already approved the date for them to do certain things. This was an add-on, and this was to have food trucks and some other promotional booths there as well. Looking at the deed to the property, this is allowed. I did have the attorney look at it as well. It's a one-day event. It's nothing that's going to be staying there forever. They come that day, they leave that day, so that's certainly recognized or prescribed in the deed, so we have no concerns, and I think it'll be great for their centennial celebration.

Chairman Dumont: Great. Board members? Anybody?

Selectman Jakoby: I think it's a great opportunity to begin this process and to see what's possible and how well it does going forward. I think that they have to have the same other forms and stipulations rate any of their vendors, so they're covered. Just laying the public know, it's like there's a whole process to it, but it starts here.

Chairman Dumont: Government always creates processes. Is that followed up by a motion?

[Selectman Jakoby made a motion, seconded by Selectman Allan, for the Board of Selectmen to hereby grant Friends of Benson Park the authority for activities, prescribed as limited use, within the Benson Park deed for the Family Fund Day and Centennial Celebration event on September 12, 2026. Motion carried, 5-0.](#)

**K. FY26 Budget Revenues & Expenditures Update – Administration/Decision**

Chairman Dumont: Next up is our Budget Revenues and Expenditures update.

Mr. Sorenson. Alright, so we're going to go to the big screen for this one. Making some good progress here. So, you have some backup here. Typically, it's my presentation. You have what I call the shortened report here. The one or the full detailed Muni-Smart report, which is hundreds of pages, that's upstairs in the Board of Selectmen's general read if you wish to take a look at that. Oh, I'm sorry. I'm on the wrong one.

Selectman Jakoby: Yeah, that's not the one.

Roy Sorenson: Getting ahead of myself. Trying to jump the gun with the Account Administrator report.

Chairman Dumont: Always trying to jump ahead.

Roy Sorenson: Alright. Sorry about that. We'll start over. Alright, so May, this is through May, obviously. So, where are we at that point of the year? Again, if you just look at the numbers and nothing else, 92% of the year. That's obviously rounded up to 92%. Our General Fund is currently at 91%. Our Sewer fund is at 71%. And our Water Fund is at 96%. Now there are encumbrances in this. So, what are those encumbrances? General Fund encumbrance to date, or as of the end of May, \$1.369 million. The Sewer fund has a little bit over \$300,000. And the Water Fund slightly under \$500,000 at \$486,000 and some change. Alright. Let's dive down into the details a little bit of the General Fund. 92%. Let's take a look at the individual departments and where they sit on the chart. And all the guide rail and green above. As you can see, most of them are trending right where they should be. There are some that are slightly up a little bit. Now assessing, that's driven by professional services. So that'll all balance out probably on the next actually it will balance out on the next report. DPW, it's salary driven. As we talked about, police, salary driven as well. Fire's underneath, which is good. Recreation, some of that is salary driven and other of it is some expenses as well. And then non-departmental is always going to be above that line typically because your solid waste contract sits in there. And that's obviously incumbent beginning of the year. So overall, that should actually say, I'm sorry, 92%, overall, we're at 91%. Encumbrance is in there, 1.369 as I mentioned. If you take those out, and this is part of your report upstairs and you want to look at expenditures only, we're doing very good, 81%. So, we're in much better shape now than when I reported this to you last year, I will say. So, the budget is really starting to take shape here as we head towards the finish line. Alright, sewer fund, we'll get into that a little bit and kind of show you where that is. Overall, you can kind of see operations is expended pretty much straight out and that's because we send our waste and our contracts to Nashua as part of our contract to send our waste over there in advance. That's procured immediately. Our revenues are on 56%. Overall, the budget was at 71% as I mentioned. Your encumbrance is a little bit over 300. You take that out, we're at 57%. So, 56%, 57%. What does that mean? I think this fund, you're going to hear more about the sewer fund, you heard it within the audit given the rates because we need to get that balance. You may say, hey, that's great 56 and 57, it's not because we took a lot of capital out of the budget and we also got to crank our revenues up. Those revenues are way too low so we're definitely going to have to take a look at the rates in the sewer fund as well as the water fund and those two items were identified in the audit. So, I'm probably in another month we'll be back with the finance director and the development services director on these two funds and potential rate, taking a look at the rate. Water fund, a little bit different. Now the reason the water fund has to be looked at more closely is we're buying more water, okay, so that could tip us into the other side of the revenues going higher, I'm sorry, the expenditures going higher than the revenue. To date we're at 100% collected in revenues, which is great. Overall, we're at 96%. So, the water fund looks good, we still have another month left and obviously we're going to be selling a lot more water here over the next month as well. Encumbrance is a little bit under 500 as I mentioned, you take that out, it's right in line where it should be. Now there's one thing on water is we take a look at the rates and we talked about just the water utility as well, the Board's well aware of that and how that may proceed into the future. Buying more water because our wells are offline and once we get this new transmission line and then Mr. Dhima talked about, that's probably where we're going to be. I don't think those wells are ever coming back online just because of the PFAS regulations that are in place and that's not going to change. It would cost extraordinary to try to fix those wells and have them back up to speed. Now there will be some principal and debt coming off because we did purchase the water company, that will come off but there's going to be a balance there I think as we move forward, so stay tuned on that. Major expenditures in the general fund right now which is kind of driving a lot of if we did have major overages, as I mentioned the solid waste contract, paving is obviously done for the air, our insurance that's workers comp, property and liability and then PD I just added in the debt service because that's paid right at the beginning of the year too and that's shown in their budget so that's obviously reflecting why they could be a little bit over as well. We break down into, this is a combination of encumbrances and or expenditures and you can kind of just see some of the bigger items there that are driving that. Now most of these are either expended to date and they'll all balance out the last month and this will be the highest expenditure you'll see on them as we move forward. Fuel, we should be ok given the circumstances and if you look at these DPW items these are basically done for the year, I mean traffic lights isn't done, that could come up again but street lining, that's SNL, that's done for this year this fiscal year I should say and then obviously we're not buying any more salt right now the encumbrances this is something the

budget committee had asked previously there's not much left out of the FY25 encumbrances one of the things I tasked the finance director with was as well as just backing up another five years to see what we have on the books currently that are still encumbered and see if we can actually pull back on those and close those out as well, so she's Laurie May is working on that currently. Alright, revenue snapshot, so there 92%, where are we? We're at 96%, so that's trending in the right direction. Motor vehicles the number's excellent right now and I'll dive into this in the next slide and give you more break out on that. M&R is meals and rooms that's complete, that's our final number for the year, \$2,588,000 if we look at some of these other floor items that we kind of focus on sometimes that's FY25, if we look at FY26, cable fees, we've talked about at length, that number's going to dip it's going to continue to dip, but our investment interest which you'll see on the next slide is doing well ambulance fees and our highway block rent, while it looks good here, we have to take a look at that revenue in next year's budget, it's just not budgeted properly so we'll have to adjust that number. Alright, motor vehicle revenue, we kind of lay it out and you kind of see FY24 number right there, we go into FY25 it was a great year, our target number for this year was \$6.15. I talked about that area of concern where we dipped a little bit, we corrected and got back on track, so we've already beat our number, we're at you know, a little bit under \$6.4 with a month to go, so even if we get another \$400,000, \$500,000 we're going to finish the year very well in motor vehicles. But that number has gone up every year too right, it's \$6.15 and then it's going to go to \$6, I think it's going to \$6.5 this year, so it's something to keep an eye on because you know that could, you're getting closer to where you want to be, as we talk about with revenue planning, we're always trying to take a conservative approach. Similarly with general fund, this is general fund interest revenue only we are doing extremely well this year, you can see our target number \$3.75, we've already completely beat it by a wide margin and we've got another month to go. Barbara Bouley will be in here I think, she'll be here in July to do her report, she's the town treasurer she'll talk about some of the things we did with the funds that's kind of enabled us. Alright, overtime snapshot, so these are just the three big departments obviously, they drive their overtime can swing the budget one way or the other street department, that's their budget for the year 200k, 92% of that's 182, so that's probably where they should be, obviously they're not there, they're at \$4.15, \$3.42, \$215,000 in the red all driven, most of that by winter work, now they still have their spring time work, they're going to get through they're probably going to make that up in the budget so they're going to finish probably a little bit, slightly over, but that money will be made up within their budget. That's to say that other areas are going to struggle there's some bigger line items in there and I think the board understands that and those are some of the closer things we have to look at as we move forward. Police patrol the Chief has talked about this at length he's had some vacancies over the year so he's had to fill those in, so that's what they were budgeted for, this is where they should be based at 92% they're at \$576, \$671 and there's the red line at \$258 now, he hasn't, he's been still having some vacancies so some of that patrol money is going to come back, it'll actually backfill, this is overtime only remember this is not straight time so you'll make up the difference with some straight time money and that money will come back in and make up the deficit at overtime. COM stands for basically their dispatch, because he's had some vacancies in there so you can kind of see where that is, that was a big area for him this year as well so \$42,000 in the red there again, probably going to be made up within the overall budget anyways. Fire department was budgeted, I think, more accurately per se than it was last year at this time, they were, you may recall the huge deficit they were in. But suppression's doing very good, small margin there and that money will be made up in straight time as well so no concerns there. And then communications, this is what you want to see with any of these charts, alright? This is the model you're looking for. Now unfortunately it's not always the way it works out. But in general, the big three, as I call them, I think there's a balancing going on there and at this time last year it was kind of the other way around. Police and fire flip-flop it'll all come out in the end and then even some of the vacancies on the administrative side of the town hall side it'll help offset or balance some of that.

Chairman Dumont: Discussion on any of that Board members?

Selectman Guessferd: You've been doing well thank you very much.

#### **L. FY28 Budget Preface – Administration/Decision**

Chairman Dumont: Alright next up is the FY28 Budget Preface. We tasked Mr. Sorenson with a couple things to look into so I'll turn it over to him.

Selectman Vurgaropoulos: I apologize I forgot to actually reply to the email.

Roy Sorenson: Which one was that?

Selectman Vurgaropulos: For the employee ones.

Roy Sorenson: Alright so this goes back to what I've kind of was tasked a couple meetings back with. Can we get a jump on FY28 and what are we looking at given the state of the economy? The state of what's happened? Whatever was introduced into '27 if you had the town vote. How does it affect what we might be looking at moving forward? So, first look and these are some of the things you just covered CPI. We're projecting '28 here, this is very difficult, I'd rather be this is worse than being a weatherman, I guess. But we'll go through the exercise. CPI 2-3%, employee wages 3-5%, it's typical right? What we see in our contracts anyways. Here's a big one, health insurance 6%-14% and this is the range, by the way, this is the range of low number to high number potentially. We do have the RFPL for the broker for health insurance, so we'll see what happens with that. Electricity's another big one, there's a big range there. Gas, natural gas, propane, seem to be kind of steady, 1-4%. This one's just this is a huge range, minus 2-4%, minus 1-4% gasoline and diesel. Who knows what's going to happen. Alright, so there'll be probably some discussion on how we might model that coming into '28. Construction materials 2-5%, I don't know what, Mr. Chair if you're seeing anything on that end, but there's probably going to be some increases if the gas prices stay up. Public safety equipment same thing. Property and liability, here's your big ones, and we've already seen that in '27's budget versus '26's. It's just again, workers comp 3-6%, and I will say, I think at the next meeting we did get money back, because we did extremely well on workers comp this year, so we're going to get a refund. Alright it can't go towards '28, but it'll go back to the general fund. Alright, in summary, highest risk, property and liability insurance, health insurance, electricity moderate pressure on the budget wages, construction materials, public safety equipment, workers comp, natural gas, relatively stable. And, I don't say gasoline or diesel would be stable, other than it's either going to stay high or it's going to drop to where it should be. Alright, let's put this in context, so property and liability. If we said it was 14%, those are the two items, and that's a 600 and whatever it is \$50,000 line in that item I showed you on the last report, that'd be an additional \$75,000 on that. Alright, so this is in addition to what we currently have on '27's numbers alright, that's 14%, \$75,000. I'm going to combine these two, health insurance and wages, because they go together obviously, that's how we budget them. This is a big one, alright, 12%. That number's typically anywhere from 7 to maybe 10 on the high end alright, why is it up 12%? Well, we talked about the health insurance. We're also adding four firefighters full time, alright, so there's a direct impact right there. So, what you usually see on average, if you look at your labor and benefits line on one of the front pages of the budget book, and if you looked at the previous year, you'd see a range or a differential around \$2.4 million say. You're looking at more like 3.4, 3.5 ok, so you're getting out of the gate, and we're already 1.1 million higher than where we might have been the previous year. Electricity, potentially with what we have in the budget now, a \$65,000 increase in '28 that's across the board, 8% increase. Solid waste recycling contracts coming up, I don't know what's going to happen here, other than I just put 4% on it. Ok, \$115,000 on top of that number, which is already at 2.5 million. I think the chairman asked about outside the budget request and just a little bit of history on that. So, we kind of did this last year, so with the gray bars, that's the requests that come in from the department heads, alright? And this is what the Board has approved over those years based off of the requests. So, last year we had a high ask, and it was actually a low give back to keep the budget where we wanted it, but you also gave a 2.5% increase as part of the operational budget, too. But you can kind of see how that's laid out so that's a consideration that the Board needs to look at.

Chairman Dumont: This doesn't include warrant articles that the Board ...

Roy Sorenson: It does not include warrant articles. This is stuff that's just going to live in the budget, it's a large request, and we say hey, we want to put it in the budget. Alright, so here's where we are now. What does the Board want to do? I will be coming back with my budget preview July 14<sup>th</sup>, do you want me to give you something? Do you want me to give you the budget parameters, the percent increase that I think? Do you want to set the increase, and that's going to be for your operating expenses. I would hold the same philosophy as we did last year, we pull out the utilities all together, we take them out, we base that off of forecasting. We take out any contractual items, because they're going to go up regardless of whatever the percentage is you put on it, right? Because we have a contract, and then, what is the number? Last year you went 2.5%. Out of budget requests, does the Board have a target number? How do we want to run this process? Do you want me to talk to the department heads and say overall the target number for out of budget requests is X and as they come in, how

do we get to that number? Or, do you want them to just put their budget requests together, they come here with \$500,000, you review it they come here with \$2 million, you review it. Okay, health insurance is a wild card, it's to be determined and if we push the process, let me actually come back on that. Warrant articles, that will be real cost items, so I'll try to see where the department heads, Elvis talked about a little bit tonight. Now remember some of our warrant articles from this past year, there was no tax rate impact because we were getting monies back either from the state or whatever it might be. I could tell you right now what are some of the big items going to be and would they land potentially in warrant articles or out of budget requests? That's a discussion to be had. The financial software it's got to be a large number, okay, where does it live? You need to make that decision. The CBA for the firemen, obviously, that's going to be a warrant article. Fire department is looking for a new fire engine, they talked about that last year. We deferred it, that'll be a major item. Now the interesting part about the fire engine is we want to get the authority to enter into a multi-year agreement lease, this Board anyways, but you won't make your first payment until, I think it's FY29. So, that'll be an interesting warrant article and some of those payments will go back into the budget and he would have two or three lease payments coming out of the budget. So, it's an offset, but, there's still a tax impact, you can't say there's no tax impact, because there is it's a cost, it's an impact. Staffing requests, does the Board want to entertain staffing requests? What is the extent of that if you are willing to do that? And then, the budget schedule. Selectman Vurgaropulos is well aware of this, they're asking us to push the schedule up. I'm not opposed to doing that, but, I need directive because I have to give my staff ample time to do that. Now what does that mean exactly? I would come back to the next meeting and say just from a starting point, let's push it up a month and let's see where the meetings land. Alright, that would be the Board meetings and then the budget committee meetings subsequently thereafter. They were looking to do a lot of the general business in October, right?

Selectman Vurgaropulos: They would like to have our initial presentation ready for October 5<sup>th</sup>.

Roy Sorenson: Yeah, so that's going to push everything up, alright? Can we do that? I don't see why we couldn't, it's really up to this Board and how you want to stage your meetings and move forward and, I think just a sequence of how we do it. Now last year was my first year, I have some ideas on how I might do it, I was kind of, it's a failing out process for me last year. I think as we present we get into it and what is your approach going to be? Are we going to get into the detail right there that night? A lot of the items that I would handle unilaterally I'm going to stage just in one night itself, because they're kind of staggered, and I just followed past precedent on that. So, I'm going to change that. So, however you might want to do this, I can come back with some proposals, but if you want to talk tonight and set some directive, that's your purview. That's my last slide.

Chairman Dumont: Thank you Mr. Sorenson. Well since you ended on that note, I think that's a perfect one to start on is the budget schedule, I'm in favor of pushing it up. I will say, and I want to make sure everyone's aware, that obviously that's going to cause more work and some more stressful deadlines for finance especially, as well as the staff. I'm going to heed to Mr. Sorenson to have him look into that and see if we can do that. But I think that we as a Board, as well as the budget committee and the town, will probably benefit from that getting bumped up a little bit. So, where's everybody at?

Selectman Jakoby: I would agree with that.

Selectman Guessferd: I'm okay with it, yeah.

Selectman Vurgaropulos: I agree with it. Like, I would be interested to see that, actually. Like Shawn Jasper talked about the historical nature of it. It used to be kind of where the request... I wouldn't mind seeing that historical data, but it's not pertinent to me making decisions. But I think we can support it.

Chairman Dumont: I would also be curious to see how that has evolved over the years, but things change constantly, so it wouldn't surprise me. Alright, so we have consensus. We'll have Mr. Sorenson bring back the proposed schedule, shooting for about a month earlier than what we were at last year?

Selectman Jakoby: Yes.

Chairman Dumont: So, you have the directive for that. A couple things, I've been talking about this a lot with Mr. Sorenson, and I'm not looking for really an action or an answer from anybody here tonight, unless they want to give me one, but I really think we need to look at where we want to be at and what's the actual goal. There was

a significant amount of costs, as Mr. Sorenson just showed, that was added into the budget from last year, whether they be out-of-budget requests or warrant articles that was approved by the voters. Now, you knew where I was at last year about trying to run a more lean budget, and I'm going to be vocal that I think that should be the goal this year. There's a lot of expenses, whether it be diesel or gas, that Mr. Sorenson brought up that need to be taken into account. The fire contract, that is going to be a big one, and we don't know what that number is just yet, so we need to just keep that in mind, and we need some room for that. Obviously, we want to make sure that the taxpayers get a good deal, but that we're also taking care of the employees, so there's a lot of balancing there. And if we start adding everything in too early, we won't be able to do what's best for both later on. The other part of that is staffing. I would be a firm no across the board, and I'll be one with everybody. I don't think we should be adding new positions. I didn't think that we should last year. I don't think that we should this year, with one exception. One that I have come around to, one position that I could have some buy-in depending on the department and what the actual budget looks like, would be possibly the part-time prosecutor for the police station. But those are kind of my general thoughts. I don't know where everybody's at, if they're prepared to speak to it, but I've been talking quite a bit about this with Mr. Sorenson. I wanted to give you my thoughts and see where you guys were at.

Selectman Guessferd: Yeah, a couple thoughts. Number one, Mr. Sorenson, you said something about the out-of-budget requests. I don't think we limit that. If these are things they need, they're not going to put them in the budget. I'm just talking about their asks, you know. Like last year, we were very judicious in what we approved, but I want to see what they think they need. I think it's important for us to understand that they need to be judicious about bringing these things to us, but if they absolutely need something, I want to see it, and I don't want them to feel like they're limited by that. That's one point I want to make. When you started talking about adding staff, my concern was that position, that part-time prosecutor position, because they've got a backlog. Things are taking a lot longer, there's a lot more evidence and things that's out there, and it's going to affect the way that they prosecute these cases. So, I'm going to be supportive of that. I think we have added sufficient other staff. I can be convinced, possibly, but I'm kind of leaning on that side of it as well. As far as the budget itself is concerned, I'm not sure we should go two and a half this year. I'm not sure what that number is, but I think we recognized last year that that was needed, at least I did, and I think now we can kind of push it down a little bit. And again, we'll see what comes up. Those are my thoughts on the budget. Is there anything else? No, I think that's pretty much the things that I've been contemplating myself.

Selectman Vurgaropoulos: Thank you, sir. I agree with Selectman and Guessferd about the prosecutor, and yourself. I wanted that last year. Obviously, it didn't come to fruition. We had to make some tough choices. My worry with that is exactly all those reasons, right? Not only just the delay in prosecution, but the lack of prosecution because they're kicking out cases.

Selectman Guessferd: Plea bargains and things like that.

Selectman Vurgaropoulos: Exactly, they're pleading out, or they're just dropping the case. Criminals aren't being punished. If you break the law, you need to be punished. I'm a big proponent of that. I agree with the percentage of the overall. I don't think we need to go 2.5. I was thinking either go to a 2 or a 1.75, or we flatline and do ask, and then we see what we come up with. But I also agree with the department head ask. I want to see all those. That's the only way we're going to keep the finger on the pulse to know what their concerns are, and then we can evaluate them.

Selectman Jakoby: I'll be very interested to see what police moves forward on the attorney, but also on the sergeant, and how that might have affected not having that sergeant might have affected the OT. So, those are two things that I think about every day, that extra sergeant and the attorney, you know. Chairman Dumont and I often use the phrase zero base budgeting because we both really like that approach because we've had to do it. So, I know that last year it was important to increase the number of places to add some really valuable things to our department, which should be carrying over. So that my hope is that those requests, that what we did last year, will sustain a lot of what their needs are, would be my hope. And I think that was the hope in doing what we did last year. So, I'm really tempted to flat, to go with zero for this year and see where the out-of-budget requests fall. What's the necessity? Because, you know, as we said before, you can't really do zero base budgeting in how we do things here. But I can be convinced, you know, zero to one probably for at least the starting point.

I think any department can make a case for why that may not be doable. We listened last year some, and I want to thank some of the departments came in under what we had set because they said, nope, this is what we need. Ideally, that's what I want to hear. I want to hear, what is it that you need exactly and precisely? I want you to be, you know, one of all the departments to be, you know, fiscally responsible, which I think they are. But, you know, do we set that tight, that tight line now for them, or do we leave it with a little leeway in order for them to, depending on the department, do what they need to do? I can be swayed. And out-of-budget requests, I think, are always important. I think we made some really good decisions on out-of-budget requests last year. Therefore, again, those were increases to the overall budget, which need to be sustained in the next budget. So that's where I am. Thank you.

Chairman Dumont: Selectman Allan do you have anything to add?

Selectman Allan: I do not.

Chairman Dumont: So, I just want to follow up on a couple of points I think everybody just made. I think that we're all relatively closer than I thought we were going to be, so I'm very thankful for that.

Selectman Jakoby: I will say that they took you with us last year, so we're giving it back.

Chairman Dumont: I will say that I think that, to your point, there was a lot that was done last year. I truly believe that they can be sustained this year if we start out flat. And again, I will share the same sentiment that Selectman Jakoby said. I think that's the best way to go, is you start, here's where I'm at, here's what I can fit into that existing budget today, and then you work from there. However, I would push back on the out-of-budget requests and say that I think that a cap would be necessary because the things that we didn't get to figure in last year are going to be extremely expensive. That other part-time position, very costly. The CBA that's coming up is a huge cost. The software package that will improve every department across here is going to be a huge ask. The fire engine that Mr. Sorenson brought up, that debt service, as that is expiring and we are going to be looking into what might need to be updated over there, is not going to be a small fee. So, if we're not at least trying to stop the bleeding, I will say, these other things will get out of line. Now, I will say that I'm very confident that I think that if something was to come up, if there was an issue, I've never felt as though a department head wasn't able to talk to one of us as their liaison or this Board, and I would hope that they would continue to do so. But I think if we could set the standard of the goal ahead of time and give them something to shoot for, we would do a lot better than trying to work it back later on. And again, we don't need to make any decision here tonight. I just simply want this to be kind of the beginning because I feel as though, you know, last year felt a little rushed. The budget committee felt the same way. You know, we were all kind of going through the motions, and I think that we can do better than what we did last year or the other years prior that I was on this Board, and hopefully kind of try to work it through. The biggest thing everybody talks about, at least around me, is property taxes and housing. We can't do a whole lot about housing, but we can certainly control the property taxes on the municipal side.

Selectman Jakoby: Can you just clarify? So, when you talk about putting a cap on out-of-budget requests, are you saying for the overall budget? Okay, so setting that whole number?

Chairman Dumont: What I would envision, and I think that the best way to handle it, is if we had a number similar to how we set our increase last year and we said, Mr. Sorenson, you know, I'll use round numbers. Here's \$200,000. I need you to figure out the most important way and the best way to spend this \$200,000.

Selectman Jakoby: As an out-of-budget request?

Chairman Dumont: Instead of what we were doing last year, was we were grabbing, well, there's \$25,000 here before we heard what somebody else's spiel was two weeks later. Or there was \$100,000 over here, and we were trying to play this balancing act when there's just no proper way to do it in this type of meeting forum. I think Mr. Sorenson would be a lot more efficient if he had that little bit to say, okay, here's a number. I'll go out and find those things for you. But, you know, like I said, think about it. Sleep on it. And again, I'm one vote. It is what it is. I always respect the will of the board, but I think that this would be very important. I think that the people will really appreciate it if we could try to come to a fair compromise for everybody.

Selectman Jakoby: My follow-up question to that is, do we have... so then that would... what would help me make that decision when we have this conversation is, what were the out-of-budget requests total for the last couple of years? I don't know if we can get that.

Chairman Dumont: Before we narrowed them down?

Selectman Jakoby: Yeah.

Roy Sorenson: No, they're right here on the slide.

Selectman Jakoby: Oh, this slide? Oh, I'm sorry.

Chairman Dumont: So, the only thing to keep in mind is ...

Selectman Jakoby: They requested \$1.1 million. We ended up at \$237,000. So, you're saying we set the cap at \$500,000 so that that's the maximum request we would get, and then we can down it?

Chairman Dumont: You would go through there. The only thing I will keep in mind, and the other reason why I keep that up, is Elvis mentioned in his proposal he's going to have a warrant article for some bridge repair. That's going to be a costly number. Even though we don't add money into the budget, whether it be an out-of-budget request or an increase, there's a significant amount that gets added at the voting booth. Good, bad, or indifferent, the voters trust us, so when we're putting a warrant article out there, well, you know, it's not an out-of-budget request, it's a warrant article they're choosing. They're taking our word for it that we need that. That cost carries over every year. Those firefighters, like I added last year, it's \$1.1 million this year. Those four alone.

Selectman Jakoby: Yep.

Chairman Dumont: We can't keep doing that every single year. And trust me, I personally don't believe that the town is going to collapse if we take a breather.

Selectman Jakoby: Right.

Chairman Dumont: That's my spiel.

Selectman Jakoby: I want to put a couple of numbers out there just for people to think about. I would be really comfortable capping it at \$500,000 or less. I'm just going to put it out there. Looking at the trend and everything, and I can be convinced differently, but that's where my head is at right now.

Selectman Guessferd: I will stand where I was. I respect that. I want to see what the department has. They're going to have discussions with Mr. Sorenson, too, before that hits us. I want to understand what they want. Not what they want, but what they need.

Chairman Dumont: The only thing that I ask, regardless of whether we get a cap or not, is just to keep in mind, I keep going back to the software one. To me, that's a town-wide improvement. I don't know how many times we need that. We need to figure out a way to do that without crushing the little guy.

Selectman Guessferd: It's our job to do that. That's our job.

Chairman Dumont: Definitely. Alright.

Selectman Jakoby: When is this coming back?

Roy Sorenson: Two meetings from now.

Selectman Jakoby: The first one in July?

Roy Sorenson: Yes.

Selectman Jakoby: I just wanted to double-check, so we know that's the one that's coming back.

**7. OLD BUSINESS**

**A. Policy Sub-Committee, Personnel Policies – Administration/ Decision**

Chairman Dumont: Alright. Sounds good. That finishes the regular agenda. The next step is the select liaison reports.

Roy Sorenson: Do you want to go back to old business?

Chairman Dumont: I apologize. I didn't write it at the end. We have two items from old business. First up, I believe, is the policy subcommittee. Mr. Sorenson. Look at that. I thought we were doing good on time.

Selectman Guessferd: I think we are. I don't think there's a lot more to talk about here.

Roy Sorenson: Alright. So let me just get my bearings straight. One of the things we test, or I kind of test, the group with, and I shouldn't say I, because we all agree to this, myself, Selectman Jakoby, Selectman Vurgaropulos, is to kind of go after two areas here. We're going to address finance policies, which would include, obviously, the finance director and finance staff. And then we're also, now that we have the HR Generalist, look at some personnel policies. Some need to be reshaped, recrafted, others totally recreated. I mean, we don't have them. They're nonexistent. So, this is going to be the first, we'll call them the first five of the personnel side. But there's only going to be, I believe, there's four here. And the other thing we talked about doing is, if you recall, when we named the finance policies, it began with FIN-001, 002. Okay, that was the naming convention. On the personnel side, it was a different type of naming convention, and you can kind of see the layout in the backup that the HR Generalist, Michelle Brewster, did. And we talked about renaming the personnel side to kind of match that of the finance side. So, she's put together that matrix of renaming, that's the first attachment, as well as four policies to be adopted. All right, now this is all taken on the new format that we've introduced, and we're trying to keep more consistent with what we talked about as a policy subcommittee as well. So that being said, you can see the ones before you tonight, if we're looking at just the policies themselves. We will have ADM-002, which is Administration of Employee Personnel Records, CON-005, Harassment, HRM-003, Recruitment and Hiring Process, and HRM-006, Probation Period. Okay, so what does all that stand for? Go to your cheat sheet, and you'll see the acronyms, what they stand for, and those would just be the topic areas, and you can kind of see the layout moving forward on that. There's a lot of work to do here, and there's a lot to take in. We actually worked some of this electronically, so I will be transparent. There are a little bit, we have to change some, there are some little grammar snafus in here, so if we are to accept these four tonight, including the name and convention, that might be something you add to your motion, you know, where it says should, it should be shall, things of that nature. Minor little grammar things. With that, I'll take any questions that the Board might have.

Chairman Dumont: Board members?

Selectman Guessferd: I didn't see any real concerns on the policies, the four policies. Yeah, I like the organization. I like the layout. I'm not sure I love the color, but I do like the layout. It looks very professional.

Selectman Vurgaropulos: Do you like the old seal?

Selectman Guessferd: Yeah.

Roy Sorenson: It's the Alvirne colors. What do you want, the Philadelphia Phillies red on there?

Selectman Guessferd: A nice red would be great. Maybe a blue. No, it's fine.

Roy Sorenson: Kelly green, Eagle green.

Selectman Guessferd: The Alvirne colors, you remind me of that, I guess. Yeah, that makes sense then. Okay, then I'm in.

Selectman Vurgaropulos: Doesn't take long to push you over.

Selectman Guessferd: It didn't take long. When it makes sense, okay.

Selectman Allan: I just want to say that I think this looks great, and I appreciate all the hard work you guys have put into it. This is a job that most of us did not want, and you guys took it on, and it really does look phenomenal. You guys did a wonderful job, so thank you for doing that.

Selectman Guessferd: For continuing to do that?

*Selectman Jakoby made a motion, seconded by Selectman Allan, for the Board of Selectmen to hereby adopt the updated policy naming and numbering structure for the town's personnel policies as recommended by the Policy Subcommittee. Motion carried, 5-0.*

*Selectman Jakoby made a motion, seconded by Selectman Vurgaropulos, for the Board of Selectmen to hereby adopt the following policies upon this second reading. ADM-002, Administration of Employee Personnel Records, CON-005, Harassment, HRM-003, Recruitment and Hiring Process, and HRM-006, Probation Period, as recommended by the Policy Subcommittee. Motion carried, 5-0.*

**B. Policy Sub-Committee, Purchasing and Contracts – Administration/Decision**

Chairman Dumont: Next up is the Policy Subcommittee, Purchasing and Contracts.

Roy Sorenson: We separated this one because this is actually a unique one because it's more finance-based but it's also a municipal code as well. So, I'm actually going to pull this one up here. And so, you were looking for Philadelphia Affiliates Red, you're going to find it in this document.

Selectman Guessferd: I did see it in there, I was thrilled.

Roy Sorenson: I don't need a decision from the Board on this one tonight because there's a lot of red lining in here. So, I think it's best if we table this. And I think the Policy Subcommittee is fine with my statement because we have made um, I don't want to call it aggressive, but we have made a lot of changes here. And I think it's, I want to give the other Board members time to take a look at it.

Selectman Guessferd: I actually did look at it a bit today. I'd like to get a chance to look at it some more because I think I might recommend a couple more edits as kind of a contracts guy myself.

Roy Sorenson: Yep. So certainly, open for you to do that. We did create a new matrix too. So, keep an eye on the matrix. Now the matrix doesn't only miss will code. This is obviously, just stays internally. It is identified in the verbiage of the um, of the uh, but it does change some of the limits.

Selectman Guessferd: overall it looks pretty good. I like the structure, you know, too.

Selectman Jakoby: Was this an assertive revision?

Selectman Vurgaropulos: Yeah.

Roy Sorenson: It's tough to get through some of these sometimes when you get to the first two pages and it's all redlined. You're like, alright, I can't. But I think, I think it makes sense what we did as a group to take a look at this and what we added. But certainly, open for more comments or more suggestions. You know, I think I'll just stay on it and bring it back.

Chairman Dumont: No objection by the Board?

Selectman Guessferd: None.

Chairman Dumont: Tabled. All right, now that takes care of our regular agenda.

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

**Selectman Allan:** We have our next Benson's Park committee meeting next week, but we were able to take care of one issue. The utility trucks in the parking lot have been moved, so we have all of that available parking on the side of the Senior Center, which is great. It took a little longer to get the wood chipper out, but everything was gone. We had a school board meeting. Heidi, Mrs. Jakoby took some of my thunder on that one. Selectman Jakoby, sorry about that. Hudson Police Department came in and spoke about the e-bikes on school property. Like she mentioned, they made an online flyer. They're actually having somebody donate to have actual flyers made so that they can pass them out to the community. They're going to start going out on their e-bikes and what they're going to do if they see kids riding around, they're going to stop, talk to those kids and they're going

to start educating them about traffic safety, the importance of wearing a helmet, what could happen if you're not wearing a helmet. I think they're going to be starting their own little bike gangs because these kids are going to see our police officers driving around town and they're going to want to follow them around.

Selectman Guessferd: Hopefully we won't have any high-speed e-bike chases.

Selectman Allan: Right. Although I will say they made a joke about how scooters is on that list that they haven't had any issues of high-speed scooters and I was driving down past Aroma Joe's the other day and this scooter went flying, like a seated scooter went flying by me. This gentleman was doing about 35 in his scooter and I said, oh, they're going to find him. So, we've got to watch out for that scooter. But that is, oh, I also got to attend Alvirne's scholarship night last night and it was just a great event. A lot of deserving students, a lot of great scholarships. They give out thousands and thousands of dollars each year from different organizations around town and different colleges that come in to support these students. So that was great to see.

Selectman Guessferd: Always a great event.

Selectman Allan: Yeah.

**Selectman Jakoby:** Thank you. I wanted to just do a little public service announcement. I know there's been a number of accidents and misunderstandings around e-bikes and different things in our community. Just want to remind everyone that the Hudson Police Department did put together an excellent flyer on what is an e-bike, what are the rules as far as e-bikes, e-scooters, dirt bikes, gas bikes, etc. And I'm just going to read the golden rule. The golden rule is no pedals equals not a bicycle. In New Hampshire, an e-bike must have working pedals, a motor no larger than 750 watts, and a maximum speed of 28 mph or less. If it does not meet all three requirements, it is treated as a motor vehicle and may require both a registration and a driver's license for public roads. So please be careful. It's very specific of what's allowed on our streets and what the regulations are. And then, just a reminder, there are helmet rules for different age groups and different vehicles. And the one that surprised me is e-scooters, no pedals, are treated as a motor vehicle. So, any electronic scooter is a motor vehicle which requires a license and registration. It says treated as a motor vehicle, license and registration required and not allowed on sidewalks. That one surprised me. So, I'm sure there's some surprises on this list for some other people, and I just want to raise it because I really want everyone to be safe with all the graduations, schools getting out, another holiday on Friday. So, everybody be careful out there, and please pay attention to those red lights. From the HCTV committee, Mike Johnson wanted me to let everyone know that for this meeting that they have a small new feature on their streaming website. Videos much like YouTube can now be scrubbed through with a skip forward five seconds button and a reverse five seconds button. Viewers can also do faster or slower video playback depending on what they want when watching an on-demand file. So, you can try it out, but that's a new feature, and I know a lot of us appreciate that because some people can listen at double speed. So, thank you and be safe out there.

**Selectman Vurgaropoulos:** Thank you, sir. I don't have much either at a ZBA meeting since our last meeting, which was very interesting. We had a handful of we tabled, we deferred a couple cases and we had to handle a couple. One being for application for variance for the TR zone. Which, if you know our TR zone, which most of us do, it's like a shotgun blast. So, I'm really looking forward to this revamp that we're contracting out for. Hopefully we can clean some of this up. Because it's really like we really got to get better definition because we really ask all over the place. So, if we can clean that up, I think it'll make zoning and planning job a little bit easier. So that's all I have for now.

**Selectman Guessferd:** Selectman Guessferd: All right. Um, I don't have a ton. Um, let's see. Library meeting, we haven't had any since the last meeting. So, we do have one next week. Board of Trustees meeting, I think Mr. Sorenson is coming to that meeting?

Roy Sorenson: Yes.

Selectman Guessferd: So, I will see him there. In terms of planning, we have a planning board meeting tomorrow night and one of the things that we're focusing on is the rules of procedure. We'll be looking at that. So, we're all doing a little homework and coming back and going to talk about any revisions we want to make to the rules of procedure and the meeting practices. So, there'll be some discussion on that tomorrow night. If you tune in, it

should be riveting. And then the only other thing I really had was for Rec was really the summer registrations. The summer registration program has been great. A lot of people signing up. But you know, as all good things do, it's coming to an end. The sign up is, the deadline is this Sunday, the 14th of June. So, if you haven't signed up, please take the next few days to get your sign up. You can do it online. Sign up your children. They'll have a great time. Lots of great field trips. Great staff. Everything is a really well-run program. So don't miss that deadline, June 14th. Other than that, I think I'm good. Thank you.

**Chairman Dumont:** Awesome. Thank you very much. So, I did get to attend that e-bike rollout that you spoke about the police e-bikes. That was fantastic to see what the chief had emailed us about finally coming to fruition. Did a little snippet on HCTV. If anybody wants to watch you can see him buzzing around in his lime green helmet. It was a great sight to see. The Conservation Commission, they're going to be doing a trail day June 20th in the Rangers Forest for cleanup. So, if anybody wants to go out there and give a hand, I'm sure they'd be more than happy to take the help. They also wanted to thank the Board of Selectmen for their appreciation and the support for the LCHIP application that got filed. And they're looking forward to see how that works out for the parcel of land off of Wason Road, 121R Wason Road. Not much else has gone on. I talked to you about working with Mr. Sorenson on the budget. Hopefully we'll continue to do that moving forward. And we'll be back soon enough with some more stuff.

#### 10. **REMARKS BY TOWN ADMINISTRATOR** – *Presentation*

Roy Sorenson: Alright. So, some of this we covered. We talked about Memorial Day at length at the last meeting and just because of the timing I didn't have the chance to put that together, but I was up in Manchester and the reason I was there because of the November 25th, 2025 BOS, we donated \$200 to the Manchester Veterans Park for a grant of payment commemorating the service of Air Force Captain Ryan S. Phaneuf who was killed in action January 27th, 2020 in Ghazni Province, Afghanistan. It was a great day. You can see the Phaneuf's over here. So, they were certainly excited to be there. Here's some of the local VFW posts that we were working with for the event. And let me just see if I can pull this one up. There it is right there. And it actually sits right here. So, it's like literally right in front of the monument which is fantastic. So yeah, that worked out well. It was a great ceremony. As you know the weather cleared up and it really went through. And the Phaneuf's were certainly extremely excited to be there. They actually get to go to a dinner follow-up that week as well as part of that being part of the Hudson Contingent. I gave them the talk to Mr. Chair. I said you guys take the tickets and go to that. I got to go to the Nottingham West Elementary School and speak to the third-grade students. So last year if the Board recalls I went ... I'm trying to figure out how to work one of those videos here.

Selectman Vurgaropulos: There's the adult in the room, right?

Roy Sorenson: I went on the historical field trips. I made some connections over there which was great. And they were actually getting ready to go on historical field trips. Talking about government and things of that nature. So, they invited me back. I got to speak to all the third-grade students. It was a great day. The kids were fantastic. Some of the questions they asked were awesome too. Had a lot of fun there. I'd like to keep those relationships moving forward as well. Alright, Melendy Road Pickleball Courts. If you haven't been here and I think Selectman Jakoby talked a little bit about being able to talk faster and watch the video. Let's see them paint this court. This is put together by HCTV. They did a time stage camera. Pretty cool, huh? So, there's the group taking care of the courts. Get them lined up.

Selectman Vurgaropulos: It looks so good.

Roy Sorenson: They did. They came out fantastic.

Selectman Guessferd: It's hard to recognize it.

Roy Sorenson: So, kudos to them. They did a fantastic job. They look great. If you get a chance, get up there and take a look. Hudson Police. Just some of their stats. This is out on their Facebook as well. Calls for service. Still extremely busy. You can see the break up a little between community calls, enforcement activity, and reports taken. Their youth academy is coming up. July 6th to 10th. I think the registration is winding down for that. But that's another great event that they put on every year. So, we'll have more detail on those once those are

complete. E-bike release. I think two, three, four of us have all talked about it, so I'll talk about it as well. Here's the Chief of Police on his e-bike with the green helmet, driving around. It was a great day. Here's one of the flyers. I don't know if this is the final flyer, but I think this is some of the stuff we were talking about. And they'll put that up as well. Very informative. One of the e-bikes as we know is donated by Janie Freedom, who's in Hudson. She was there as well to commemorate the event. It was a great day. I was pretty impressed by the bikes themselves and how they're outfitted and what they can do. It's actually pretty amazing. And these tires are just as meaty as they look. So, it's good for them. Kudos to them. It's another asset to have as part of their policing within the community. If you haven't gone by Gloria Ave, there's a big project over there DPW's doing, a drain repair. And they're doing manholes, they're doing brand new drain and everything else and laying those out. Director Twardosky sent me some of these photos of the guys working and fixing the drainage in that area. It's right around the corner. And they'll pave, obviously, all that when they're done. So fantastic job to be doing in-house. This is what I call work of value for these guys. Instead of contracting it out, they get to do it. And it means a lot to them. They do a good job at it as well. Selectman Jakoby's familiar with this, so we'll start planting the seeds as we go. Our RFQ 2026-02 Working Group. We've had three meetings. This is for the financial software. We've done a lot of work on creating the document. We're still drafting and making revisions to the document. Once that's ready to go, we'll bring that back here to the Board. We're going to put it out to the public and then the process begins. We'll take our qualifications packages in. We'll grade them. All of this is going to culminate with a large project to be asked in time for the FY28 budget. And we'll have these things scored and everything else. It's a pretty intense process. The group's been great contributing to it and putting their ideas in there and correcting things and things along that line. Because don't forget, a lot of this is technically related, right? You'll see these big... Technical specifications in layman's terms are two different things. We have some discipline or expertise in the group which is great and that kind of delineates what we need in there. Since I did go over to the Nottingham School, just a little bit of a history snippet. The town was Nottingham West until 1830. This comes from, remember, Hudson, New Hampshire when it's a great website. Ruth Parker and her group. A lot of articles up there. Did you know that Hudson, I don't know how long it was, but for a moment it was going to be called Auburn. Which is pretty amazing. And then it became Hudson. We're celebrating the 250 this year for the country. But if you look at it, we get to celebrate numerous birthdays given all the different towns we were. So, it's pretty interesting. But it is. It's a storied history. And it goes between state lines and things of that nature. That's my history snippet today. And the kids talked about this as well. This is some of the things they coveted in class as part of the history lessons. One last thing. I think it's next Friday. It's Juneteenth, I believe. Not this coming Friday, but the one after. Town Hall will be closed. So just keep that in mind. Other than that, I think that's all I have. Alright. Thank you very much, Ms. Cook.

Chairman Dumont: Do you have anything for us?

#### **11. REMARKS BY SCHOOL BOARD**

Heather Cook: Sure. How about our favorite topic today? E-bikes. I think it's achieved a permanent resident status. As we talked about, Hudson PD presented e-bike safety. Interesting facts that is probably worth everyone reviewing. But from a school board perspective here, we're still going over how it relates to safety and keeping our fields intact. So that is still an ongoing topic of discussion. The board approved a budget transition to replace the AHS soft field fence and purchased replacement football equipment.

Selectman Guessferd: I love that idea.

Heather Cook: Glad to hear that.

Selectman Allan: It needed it.

Selectman Guessferd: Yes, it did.

Heather Cook: The last scheduled school board meeting for our fiscal year is June 15th. So next meeting is kind of one where we're going to be tied with our spending. The board is still considering a list of expenditures including a grant that was received. The school asked, sorry, the board asked clarification. So, we'll report a report in the next meeting here. And then lastly, next week is Thursday, June 11th. So, congratulations to all our seniors. And last day of school is next Tuesday, June 16th.

**12. ENTERING NONPUBLIC**

Chairman Dumont: Perfect. Thank you very much. Paperwork in order here. All right. We do have a couple things left to handle in non-public. At this time, I think it would be appropriate to re-enter back into non-public. So, I will entertain a motion for the dismissal for a motion of compensation of any public employee or discipline of such employee or investigation of any charge against him or her unless fully affected. One, has the right to a meeting. Two, requests the meeting be open in which case the request will be granted. The meeting of any person as a public employee matters which if discussed in public would likely adversely affect the reputation of any person other than a member of the public body itself. Unless such person requests an open meeting, this exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy if based on inability to pay or poverty of the applicant.

*Selectman Guessferd made a motion, seconded by Selectman Allan, to re-enter into non-public session. Motion carried 5-0. This was a roll call vote.*

Chairman Dumont: Could you please call the roll?

Lorrie Weissgarber: Selectman Vurgaropulos?

Selectman Vurgaropulos: Aye.

Lorrie Weissgarber: Selectman Allan?

Selectman Allan: Aye.

Lorrie Weissgarber: Selectman Jakoby?

Selectman Jakoby: Aye.

Lorrie Weissgarber: Selectman Guessferd?

Selectman Guessferd: Aye.

Lorrie Weissgarber: Chairman Dumont?

Chairman Dumont: Aye. We are now in non-public at 9:28 p.m.

**13. MOTIONS MADE IN NONPUBLIC**

Chairman Dumont: We are back in public at 10:02 p.m. We will read the motions made during our non-public sessions. Mr. Sorenson.

*Selectman Vurgaropulos made a motion, seconded by Selectman Allan, to approve the hiring of Jeffrey Donniss for the position of full-time police officer with a starting salary of \$39.71 (step five), all in accordance with the HPEA contract, as recommended by the Police Chief. Motion carried, 4-0-1. Selectman Guessferd abstained.*

*Selectman Jakoby made a motion, seconded by Selectman Vurgaropulos, to approve the hiring of Ryan Kelly for the position of full-time police officer with a starting salary of \$32.36 (start), all in accordance with the HPEA contract, as recommended by the Police Chief. Motion carried, 4-0-1. Selectman Guessferd abstained.*

*Selectman Guessferd made a motion, seconded by Selectman Allan, to seal the Board of Selectmen non-public session minutes for Item 3 of the June 9, 2026, meeting per RSA 91-A:3 II (a). Motion carried, 5-0.*

*Selectman Allan made a motion, seconded by Selectman Vurgaropulos, to seal the Board of Selectmen non-public session minutes for Item 4 of the June 9, 2026, meeting per RSA 91-A:3 II (c). Motion carried, 5-0.*

*Selectman Guessferd made a motion, seconded by Selectman Jakoby, to seal the Board of Selectmen non-public session minutes for Item 5 of the June 9, 2026, meeting per RSA 91-A:3 II (c). Motion carried, 5-0.*

Selectman Allan made a motion, seconded by Selectman Vurgaropulos, for the Board of Selectmen to hereby authorize the Town Administrator to enter into a contract with the law firm Drummond Woodsum for labor counsel professional services, for the terms as specified in their proposal for RFP 2026-01, the period of July 1, 2026, through June 30, 2028. Motion carried, 5-0.

Selectman Guessferd made a motion, seconded by Selectman Jakoby, to place the Town Administrators annual performance review on file as prescribed by the Board of Selectmen bylaws. Motion carried, 5-0.

**14. ADJOURNMENT**

Selectman Guessferd made a motion, seconded by Selectman Allan, to adjourn at 10:03 p.m. Motion carried, 5-0.

Recorded by HCTV and transcribed by Lorrie Weissgarber, Executive Assistant.

\_\_\_\_\_  
Dillon Dumont, Chairman

\_\_\_\_\_  
Bob Guessferd, Vice-Chairman

\_\_\_\_\_  
Xen Vurgaropulos, Selectman

\_\_\_\_\_  
Heidi Jakoby, Selectman

\_\_\_\_\_  
Kimberly Allan, Selectman

# 7G

## Town of Hudson Transfer of Appropriations/Budget Line Item Transfer Form

Date: 6-16-26

Department Administration

Program \_\_\_\_\_

	Description	Account Number	Amount
Transfer To	<u>Police Admin- Salaries</u>	<u>5610-101</u>	<u>60,000</u>
Transfer From	<u>Contingency for accrued Payout</u>	<u>5940-299</u>	<u>60,000</u>

Department Head Comments: to cover some of the cost of Police Chief Dionne's retirement

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

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

Finance Director Signature Laurie CoMay

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

Board of Selectmen Action Required? Yes \_\_\_ No \_\_\_

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





## TOWN OF HUDSON

### Office of the Town Administrator

12 School Street  
Hudson, New Hampshire 03051

Roy E. Sorenson, Town Administrator  
rsorenson@hudsonnh.gov · Tel: 603-886-6024 · Fax: 603-598-6481

To: Board of Selectmen  
From: Roy E. Sorenson, Town Administrator  
Cc: Finance Department  
Date: June 16, 2026  
Re: Old Business - Policy Subcommittee Second Read Consideration, Purchasing and Contracts

### ***TABLED AT THE JUNE 9, 2026 BOS MEETING***

#### ***Recommended Motion:***

***“The Board of Selectmen hereby accepts the revisions to the Municipal Code, Chapter 98, Purchasing and Contracts, as recommended by the Policy Subcommittee.”***

#### **Background:**

The Policy Subcommittee met on May 20, 2026, to review five finance policies that were before the Board previously. Four have since been finalized. The fifth, Purchasing and Contracts Policy, moreover Chapter 98 of the Municipal Code, required extended review as numerous revisions have been. Subsequent discussion at the May 27, 2026, Policy Subcommittee meeting produced a policy we believe justifies the current economic reality notwithstanding operational efficiency.

The motion above has been included for your consideration. Should you have any questions or need additional information, please feel free to contact me.

Thank you.

RECEIVED  
JUNE 16, 2026  
BOS AGENDA

ARTICLE I  
General Purchasing Regulations

[Adopted under Article 5.14 of the Charter of the Town of Hudson,<sup>1</sup> continued by motion of the Board of Selectmen 7-1-1992; amended 2-23-1993; 3-3-1999; 10-28-2003; 7-11-2023 by the Board of Selectmen.]

**§ 98-1. Policy stated.**

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

A. All municipal purchasing and procurement activities are conducted in a fair, impartial, transparent, and ethical manner that maintains public confidence in the integrity of municipal government.

AB. The Administrative Code shall establish purchasing and contract procedures, including the assignment of all responsibilities for such purchases, to the Board or Selectman or its designee, or such purchasing agent as established by the legislative body, and the combination purchasing of similar articles by different departments.

BC. The Board of Selectman (BOS) shall establish from ~~time to time~~time-to-time dollar limits for purchases and contracts, which must be by competitive bid, and shall establish the bidding procedures. No competitive bids shall be required when purchasing through the State of New Hampshire bid prices.

CD. Requirements for bids may be waived in specific instances by a majority vote of the BOS in attendance at a duly advertised meeting. The BOS shall establish dollar amounts for purchases or contracts, beyond which no purchase shall be made or contracts entered into without the affirmative vote of a majority of the BOS in attendance at a duly advertised meeting. Once the BOS has voted to make a purchase or enter into a contract, the Chairman shall carry out the vote of the BOS and enter into such transaction on behalf of the Town.

DE. The purchase of, or the contract for the provision of, all materials, supplies, and contractual services utilized by any agency of the Town of Hudson shall be pursued in accordance with the provisions of this article and other such rules and regulations, as may be promulgated by the Finance Director with the approval of the Board of Selectmen.

EF. In no instance shall such rules and regulations promulgated by the Finance Director, with the approval of the BOS, contradict any provision of this article. The provisions of these rules do not apply to the acquisition or disposition of real property or improvements, nor does it apply to appurtenant structures valued over \$10,000.

**§ 98-2. Purchasing agent.**

The Finance Director of the Town shall serve as the Board of Selectmen's designee as Purchasing Agent. The Town Administrator will serve in such capacity as necessary.

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

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

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

With the approval of the BOS, the Finance Director shall establish, and amend when necessary, all rules and regulations allowed by this article and necessary to the effective operation of the purchasing system.

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

**§ 98-4. Conflict of interest.**

A conflict of interest exists when an individual's personal, financial, business, family, or organizational interests could reasonably be expected to influence, or appear to influence, the individual's judgment or actions regarding a municipal procurement decision.

Conflicts may be actual, potential, or perceived.

Examples include, but are not limited to:

(1) Ownership or financial interest in a vendor or contractor.

- (2) Employment by, or consulting arrangements with, a vendor or contractor.
- (3) Receipt of compensation, commissions, gifts, or benefits from a vendor.
- (4) A spouse, domestic partner, parent, child, sibling, or other immediate family member having a financial interest in a procurement matter.
- (5) Service as an officer, director, trustee, or board member of an organization seeking municipal business.
- (6) Any circumstance in which an individual's impartiality could reasonably be questioned.

Any municipal official, employee, volunteer, committee member, or agent who becomes aware of an actual, potential, or perceived conflict of interest shall promptly disclose the conflict in writing to the Finance Director, Town Administrator, or other designated official. Disclosure shall occur before participating in discussions, evaluations, recommendations, negotiations, voting, approvals, or other procurement-related decisions. Written disclosures shall be maintained as part of the procurement record.

Further, no person shall attempt to improperly influence a procurement decision through gifts or favors, political pressure, personal relationships, undisclosed lobbying, misrepresentation of qualifications or misuse of confidential information. Any attempt to improperly influence a procurement process shall be documented and may result in disqualification of a vendor or contractor.

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

**§ 98-5. Selectmen action required for purchases and contracts over \$50,000.**

A. A majority vote of the Board of Selectmen in attendance at a duly advertised meeting is

required to approve any purchases or contracts of \$50,000 or more. In support of the consideration of such action, the requesting Department Head, copying the Finance Director, must provide the following information:

- (1) The department-specific spending line or project budget to which the purchase or contract would be charged;
- (2) Confirmation that the budget impact of the proposed purchase or contract does not give rise to the Town authorizing an appropriation not budgeted at the annual budget, unless voted by a majority of the BOS after a public hearing, conducted by the BOS, held to discuss an appropriation transfer, and/or that no money shall be drawn from the Treasury of the Town, nor shall any obligation for the expenditure of money be incurred except pursuant to a budget appropriation.
- (3) Confirmation that advertising and competitive bidding procedures were followed as provided for in Subsection A(4) below or § 98-8. Procurement Waiver.
- (4) A recommendation for award of purchase or contract to the lowest responsible bidder in accordance with the best interest of the Town.

a. Responsible Bidder: a bidder able to demonstrate to the satisfaction of the Town that the bidder has the ability, capacity, resources, fitness, and expertise to execute the project in accordance with the specifications in a manner that is likely to result in timely completion of a high-quality project. The determination that a bidder is responsible is made by the Finance Director in consultation with the Department Head.

(4) b. Responsive Bid: is one that meets the requirements of the specifications of the request and the Towns contractual terms and conditions, including completeness of the quotation, forms, inclusion of references and attachments and completion of required responses. The determination that a bid is responsive is made by the requesting Department Head or an evaluation committee.

B. The BOS has the absolute authority to confirm or deny whether the process prescribes a responsible bidder and/or a responsive bid.

BC. The BOS may reject any or all bids on the recommendation of the Finance Director or the requesting Department Head, for other stated cause. Upon approval by the BOS for a purchase or ~~contact~~contract—of \$50,000 or more, the ~~Chairman~~Department Head—is authorized to execute such contractual instruments as may be required to complete the transaction.

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

- A. For purchases and contracts less than \$50,000, the Finance Director shall establish rules and regulations that assure the following:
  - (1) Competition;
  - (2) Equal opportunity as required by applicable federal, state, and Town laws;
  - (3) Contractual protection of the Town;
  - (4) Award of purchases and contracts to the lowest responsible bidder in accordance with

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the best interest of the Town; and

(5) Compliance with the provisions of § 98-5A(2).

~~B. Approval requirements. The Board of Selectmen shall from time to time establish the approval requirements for all purchases and contracts less than \$50,000.~~

B. Purchases, services, and contracts \$0 - \$20,000

(1) Due diligence of Department Head for most responsible provider

C. Purchases, services, and contracts \$20,001 - \$50,000

(1) A minimum of three (3) documented formal quotations from vendor(s) on their official letterhead to be obtained by or provided to the Finance Director. Pricing illustrated in emails from vendors are generally not accepted as formal quotations but may be considered.

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**§ 98-7. Bidding procedures. for purchases and contracts over \$50,001**

For all planned purchases and contracts of goods and services estimated to total ~~\$250,000~~ or more, the following shall be required.

A. Request for Bid (RFB), Request for Proposals (RFP), and Request for Qualifications (RFQ)

i.

(1) Included within RFB, RFP, RFQ: A description in the form of specifications, proposed scope of services, or other such documentation shall be developed that allows prospective bidders to make a responsive bid in accordance with the best interests of the Town. Such specifications, proposed scope of services or other such documentation shall be reviewed for compliance with all relevant Town policies and procedures by the Finance Director, and by the Town Administrator ~~for all purchases and contracts estimated to total \$50,000 or more.~~

(2) The requesting department, in consultation with Finance Director, will prepare the RFB, RFP, RFQ. The requesting department will establish an Evaluation Committee, as necessary for RFP and RFQ, to evaluate proposals received in response thereof in accordance with the terms and conditions agreed upon. The requesting department will coordinate the issuance of the RFB, RFP, or RFQ to vendors. If necessary, the requesting department, will prepare any/all addenda. The requesting department will be responsible for ensuring that all vendors are initially provided with a copy of the RFB, RFP, or RFQ, and receive all addenda that may be issued. Addenda may be issued by fax, regular mail, or email and must be posted on the Town's website.

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After the separate services and price proposals have been submitted, the committee, as applicable in § 98-7 (A) 2, will review the qualifications of the firm. Formal documentation must be submitted to the Finance Director of how each proposer ranked for their qualifications. It is recommended that a matrix is used to document the ratings of each firm based on the criteria outline in the RFP and/or RFQ. Only after firms have been ranked based on their qualifications may the committee open the cost proposal submitted by each vendor. The Finance Director will not release the price proposals until he/she has received the ranking matrix from the evaluation committee. The bidder that ranks the highest based on qualification should be awarded the bid as long as the price proposed is not significantly higher than the other bidders. In the event that the price is significantly higher than other

bidders, the second highest ranking bidder based on qualifications may be selected. The final award shall be by the Board of Selectmen.

(3) An RFB, RFP, and RFQ process may be through invitation only if the requesting Department can provide adequate information thereof to the Board of Selectmen for such a process exclusive of public notice.

(4) Departments may advertise for pre-qualification lists and maintain as such for a three-year period. Pre-qualified vendors will be exclusively offered to bid any potential requests for services of \$50,000 or more up to \$150,000. At least three pre-qualified bidders will be required to form any list thereof.

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

- (1) At least four qualified bidders shall receive direct solicitations notice in writing via email, of an opportunity of interest to bid on the basis of documentation as described in § 98-7A. If fewer than four qualified bidders are solicited-alerted to bid, the reasons shall be documented, and placed in the files of the Town. Such solicitations shall be mailed at least 14 days prior to the bid opening date as described below.
- (2) The Town's desire to receive bids shall be duly published by public notice in at least one general circulation news publication that serves the Nashua Standard Metropolitan Statistical Area. Such advertisement shall briefly describe the service, material, supply, or equipment to be purchased, the method of obtaining the complete description of the desired service, material, supply, or equipment, the form in which the bid is to be delivered to the Town, the time, date and location of receipt of the bid, and the time, date, and location for opening and announcement of bids. Such advertisement shall appear at least 14 calendar days before the planned date of receipt of bids.
- (3) All departments shall complete the request for proposal/bid checklist, which will be submitted and filed with the bid award package.

B.C. Determination of successful bidder. For any purchase or contact-contract of \$50,000 or more, the Department Head, copying the Finance Director, shall submit a recommendation to the Board of Selectmen, as described in § 98-5, no more than 30 days after the opening and/or announcement of bids. For purchases of \$20,000 but less than \$50,000, the Finance Director shall submit a recommendation for approval by a majority of the BOS.

D. Disqualified bidders. Any bidders which miss the deadline posted publicly and within the bid document shall be disqualified. The Town of Hudson BOS shall review and consider the past course of dealings that the municipality has had, if any, with a prospective bidder, respondent, contractor, or employee in evaluating a response to any Town solicitation for bids, proposals, work, or employment.

E. Board of Selectmen purview allows review and consideration of the past course of dealings that the Town has had, if any, with a prospective bidder, respondent, contractor, or employee in evaluating a response to any Town solicitation for bids, proposals, work, or employment.

F. Sole Source Procurement. Can be defined as any procurement/contract entered into without competitive process, based on a verifiable justification that only one known source exists or that only one single supplier can fulfill the requirements. The Board of Selectmen may consider sole source for any monetary request however it shall be the burden of the

requesting department to certify one of the following:

- (1) Uniqueness of items or services to be procured from the proposed contractor or vendor (e.g., compatibility or patent issues) •
- (2) How the department determined that the item or service is only available from one source (e.g., market survey results, independent agency research, patented or proprietary system) •
- (3) Explanation of need for contractors' expertise linked to the current project(e.g., knowledge of project management, responsiveness, experience of contractor personnel, and/or prior work on earlier phases of project) •
- (4) Any additional information that would support the case.

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**§ 98-8. Procurement Waiver.**

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The bidding procedures described above may be waived if in the Finance Directors judgment:

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A. The specific product or service is obtainable from only one source as verified by § 98-7 E.

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B. There is insufficient time for the formal process due to documented, extraordinary/emergency circumstances. An attempt should be made to obtain at least three verbal quotes in this type of event.

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C. The goods or services may be purchased from a vendor from whom the Town has purchased the goods or services in the past and is willing to honor the prior quotation/bids.

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D. It would be in the best interest of the town to utilize the State of New Hampshire or any other surrounding state's contract list pricing and/or any regional cooperative purchasing consortiums that the Town is eligible to participates in and/or through association.

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E. Prior/in-depth knowledge of complex systems in town. Areas that this cover includes: HCTV, monitoring/maintenance for the Intelligent Traffic Systems, and certain software maintenance for the water and sewer departments (SCADA).

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F. Contracts with labor relations representatives, lawyers, certified public accountants, banking services, architects, engineers, and related professionals. Or as previously procured through a formal process.

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G. The issuance of bonds, BANs, notes, TANs, etc. in accordance with procedures established by law.

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H. Purchases are made when the funding source is a gift or grant. Under these circumstances the department should follow the guidance of the grantor/donor.

**§ 98-89. Contracting Authority.**

A. Subject to other provisions of this article and consistent with other applicable provisions of the laws of the state of New Hampshire and the Town of Hudson, the BOS is authorized to execute such contractual instruments as may be required to complete the purchase of any operating equipment, material, supply, service, or improvement to real property on behalf of all agencies of the Town of Hudson.

A.B. The BOS reserves the right to extend existing contracts by any number of subsequent years as recommended by the requesting Department and Finance Director provided it is in the Town's best interest. Any such extensions shall be heard and voted on at a duly scheduled Board of Selectmen meeting.

B.C. The BOS may assign contracting authority, i.e., signature privilege, to the Chairman of the Planning Board for Land Use Fees called "Agency Fees," listed as 1260, 1270, and other land use fees that may be agreed to by the Planning Board and with the signature of the developer to pay for 100% of any improvement, without Town matching funds, connected with any Planning Board approved development. All purchases of goods and/or services must comply with all of the policies and regulations of the Town of Hudson and this Purchasing Policy. No expenditure of Agency Fee monies that would hold the Town of Hudson liable for reimbursement or matching funds, and therefore impact the tax rate for the Town of Hudson, may be made without the express authorization of the ~~Heard Board~~ of Selectmen in compliance with this Purchasing Policy.

A. D. Each land use board may accept and use gifts, grants, or contributions for the exercise of its functions, in accordance with the purchasing policy procedures established herein.

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**§ 98-10. Expenditure Authority**

The following signature requirements will apply for Purchase Orders:

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\$1 - \$3,000: Department Head

\$3,001 - \$10,000: Department Head, Finance Director, Town Administrator

\$10,001- \$30,000: Department Head, Finance Director, Town Administrator, BOS Chairman

\$30,001-\$50,000: Department Head, Finance Director, Town Administrator, BOS Majority

Over \$50,001: Department Head, Finance Director, Town Administrator, **BOS Meeting Approval**

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Purchase orders may be increased by a maximum of ten (10 ) percent without follow up signatory requirements provided the budgeted allocation allows notwithstanding does not create an over expenditure within the overall cost center.

**Town of Hudson, NH**

**Limits of Authority**

**As of July 1, 2026**

	<u>Employee</u>	<u>IT Director</u>	<u>Department Head or Designate</u>	<u>Finance Director</u>	<u>Town Administrator</u>	<u>Board of Selectmen Chairman</u>	<u>BOS Meeting* Majority of Board of Selectmen</u>	<u>3 Formal Quotes</u>	<u>RFB,RFP,RFQ Bid Process</u>
<b>Purchase Orders</b>									
from \$1 - \$3,000			X						
from \$3,001 - \$10,000			X	X	X				
from \$10,001 - \$30,000			X	X	X	X		X (Over \$20K)	
from \$30,001 - \$50,000			X	X	X	X		X	
over \$50,001			X	X	X	X	X		X
IT hardware and software		X							
<b>Utility Bills</b>			X						
<b>Personnel Change Notices</b>			X	X	X	X			
<b>Expense Reports</b>	X		X	(2)	X	X			
<b>State of Emergency</b>									
from \$1 - \$10,000				X	or X				
over \$10,000				X	or X	X			

**SOLE SOURCE:** Reference § 98-7 - E: Bidding procedures. Department Head backup required.

\* **BOS Meeting** required for new items. Existing contracts only signatures required.

Note: expense reports and purchase orders can not be approved by the individual being paid

(1) all computer hardware and software must be signed off by the IT Director

(2) all expenses report will be audited by the Finance Director for compliance with Town Policies and Procedures.

**Revision 4**

Add (Change) additional/new authority limits

Add BOS Meeting requirements

**Proposed July 2026**

**Town of Hudson, NH**

**Limits of Authority**

**As of July 15, 2025**

	<u>Employee</u>	<u>IT Director</u>	<u>Department Head or Designate</u>	<u>Finance Director</u>	<u>Town Administrator</u>	<u>Board of Selectmen Chairman</u>	<u>Majority of Board of Selectmen</u>	<u>Bid Process</u>	<u>Sole Source</u>
<b>Purchase Orders</b>									
from \$1 - \$1,000			X						X
from \$1,001 - \$10,000			X	X	X	X			X
from \$10,001 - \$20,000			X	X	X	X			X
from \$20,001 - \$50,000			X	X	X	X	X	X	X
over \$50,001			X	X	X	X	X	X	X
IT hardware and software		X							
<b>Utility Bills</b>			X						
<b>Personnel Change Notices</b>			X	X	X	X			
<b>Expense Reports</b>	X		X	(2)	X	X			
<b>State of Emergency</b>									
from \$1 - \$10,000				X	or X				
over \$10,000				X	or X	X			
Note: expense reports and purchase orders can not be approved by the individual being paid									
(1) all computer hardware and software must be signed off by the IT Director									
(2) all expenses report will be audited by the Finance Director for compliance with Town Policies and Procedures.									
<b>Rev. 2025-07</b>									
<b>Revision 3</b>									
Add additional authority limits									
Add State of Emergency section									
Add foot note on IT hardware and software									
Add foot note on Expense reports									



## TOWN OF HUDSON

### Fire Department

39 Ferry Street  
Hudson, New Hampshire 03051



Scott Tice, Fire Chief  
stice@hudsonnh.gov · Tel: 603-886-6021 · Fax: 603-882-7115

To: Board of Selectmen  
Roy E. Sorenson, Town Administrator

From: Scott Tice, Fire Chief *ST*

Date: June 16, 2026

Re: Public Agenda Items – 23 June 2026

**Motion #1:** *To release an amount not to exceed \$5,980.00 of the Hudson Logistics Center Public Safety Money (Account #09-2000-2050-000-583) as defined by condition 61(d) of the Hudson Logistics Center Amended Site Plan, to the Hudson Fire Department for the purchase of fifty-two (52) particulate hoods.*

#### Background:

The department is seeking funding to acquire fifty-two (52) particulate hoods to augment our personal protective gear. Currently, our department lacks these specific hoods. Particulate hoods are specialized firefighting gear crafted to shield against harmful soot and airborne particles encountered during firefighting activities. These hoods are now an essential component of NFPA 1970-compliant turnout gear, providing substantial benefits in terms of health, performance, and operational efficiency.

#### Funding:

Condition 61(d) Public Safety of the Hudson Logistics Center Amended Site Plan between Target Corporation and the Town of Hudson provides \$1,050,000 for Fire and Police Department training and equipment. The Fire and Police Departments have agreed to an 80/20 split of these funds, \$840,000 Fire and \$210,000 Police. At this time, the Fire Department has allocated \$257,487.60 from that funding, excluding this particular request.

**RECEIVED**

**June 16, 2026**

**BOS AGENDA**

**TOWN OF HUDSON****Fire Department**

39 Ferry Street  
Hudson, New Hampshire 03051



Scott Tice, Fire Chief  
stice@hudsonnh.gov · Tel: 603-886-6021 · Fax: 603-882-7115

To: Board of Selectmen  
Roy E. Sorenson, Town Administrator

From: Scott Tice, Fire Chief

Date: June 17, 2026

Re: Public Agenda Item – 23 June 2026

**Motion:** *To authorize the Fire Chief to vote as the Town of Hudson proxy on any and all matters to come before the Board of Directors at any and all meetings of the Southeastern New Hampshire Hazardous Materials Mutual Aid District.*

**Background:**

The Southeastern New Hampshire Hazardous Materials Mutual Aid District (SNHHMMAD) is governed by an Operations Committee and a Board of Directors. The Fire Chief of each community represents the community on the Operations Committee. An Elected Official or Town Manager/Administrator represents the community on the Board of Directors. The District holds an annual meeting each year in June to conduct the business of the District. The Town may authorize the Fire Chief to represent the Town on the Board of Directors and vote on its behalf at any meetings when an Elected Official or Town Manager/Administrator is not able to attend.

**Funding:**

There are no funding requirements with this motion.

**RECEIVED**  
**June 17, 2026**  
**BOS AGENDA**



## TOWN OF HUDSON

### Fire Department

39 Ferry Street  
Hudson, New Hampshire 03051



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Scott Tice, Fire Chief  
stice@hudsonnh.gov · Tel: 603-886-6021 · Fax: 603-882-7115

June 23, 2026

Board of Directors  
Southeastern New Hampshire Hazardous Materials Mutual Aid District  
3 Fellows Road  
Windham, NH 03087

Dear Board of Directors:

Please accept this letter on behalf of the Town of Hudson Board of Selectman/Town Administrator to allow Chief Scott Tice to vote as the Town of Hudson proxy on any and all matters to come before the Board of Directors at any and all meetings of the Southeastern New Hampshire Hazardous Materials Mutual Aid District.

Respectfully,

\_\_\_\_\_

Name

\_\_\_\_\_

Title

8C



# TOWN OF HUDSON

## Development Services Department

12 School Street  
Hudson, New Hampshire 03051

Elvis Dhima, P.E., Town Engineer  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov) · Tel: 603-886-6008 · Fax: 603-598-6481

TO: Board of Selectmen  
Roy E. Sorenson, Town Administrator

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

DATE: May 28, 2026

RE: Pedestrian Bridge at Benson Park – Acceptance of Donation

### This Item requires a Public Hearing

#### Recommended Motion

***"Under the authority of RSA 31:95-b, the Board of Selectmen hereby accepts with gratitude, a donation of \$10,000 in labor and material from M.R. Lacasse Homes, LLC, of Hudson, NH, for a pedestrian bridge at Benson Park; further to authorize staff to coordinate and assist with this project."***

In 2022, the Town removed the pedestrian bridge near the overlook, also commonly referred to as the area by the pond, due to safety concerns. Because of budget constraints, and because the bridge is located adjacent to a State-owned dam, the Town has not yet been able to replace it.

Mr. Lacasse of M.R. Homes LLC, located in Hudson, New Hampshire, has generously offered to donate both the materials and labor needed to construct a new six-foot-wide pedestrian bridge with an approximate span of twenty-two feet. This project will be completed in collaboration with the Department of Public Works and the Engineering Department.

The Town extends its sincere gratitude to Mr. Lacasse with M.R. Homes LLC for his generous contribution and support of this important community project.

**RECEIVED**

**May 30, 2026**

**BOS AGENDA**



Old Bridge – Taken Down in 2022 due to safety issues



# TOWN OF HUDSON

## Development Services Department

12 School Street  
Hudson, New Hampshire 03051

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Elvis Dhima, P.E., Development Services Director  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov) · Tel: 603-886-6008 · Fax: 603-598-6481

TO: Board of Selectmen  
Roy E. Sorenson, Town Administrator

FROM: Elvis Dhima, P.E., Development Services Director

DATE: June 15, 2026

RE: Hudson Water Utility – Outdoor Water Restrictions

### **Recommended Motion:**

**To authorize the Development Services Director to implement Tier 2 or Tier 3, if and when necessary, between June 24 to October 1, 2026.**

### **Background**

The Town of Hudson water customers are currently advised to water their lawns on an odd/even schedule between 12:00 AM and 7:00 AM, in accordance with Tier 1 requirements. Tier 1 restrictions take effect automatically each year from May 1 through October 1. These restrictions do not apply to private well owners.

If necessary, the Town may implement Tier 2 or Tier 3 restrictions in response to extreme weather conditions, major water main breaks, or other unforeseen circumstances during periods of high water demand. Tier 2 would require mandatory odd/even lawn watering, while Tier 3 would prohibit all outside water use.

Being prepared to implement Tier 2 or Tier 3, if needed, is an important precaution and is consistent with practices used in previous years. These measures help ensure the Town can continue to provide adequate domestic water service and fire protection throughout the water district.

If Tier 2 or Tier 3 restrictions are implemented, customers will be notified through the Town's Red Alert notification system by text message, email, and phone call. Any restrictions will remain in effect until further notice.

**RECEIVED**

**June 15, 2026**

**BOS AGENDA**



# TOWN OF HUDSON

## Water Utility Department

12 School Street  
Hudson, New Hampshire 03051

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Valerie Marquez, Water Department  
vmarquez@hudsonnh.gov · Tel: 603-886-6000 · Fax: 603-881-3944

## Water Ban Tier Classifications

**Tier 1-** Voluntary Odd/Even Days Lawn Watering Restrictions

**Tier 2-** Mandatory Odd/Even Days Outdoor Water Usage Restrictions

**Tier 3-** Total Ban on Outside Water Usage, not in effect at this time.

Outside watering, as applicable, is recommended between **12:00 AM - 7:00 AM for Tier 1, Mandatory for Tier 2** and **NOT Allowed for Tier 3.**

There are exceptions made and you may contact the Hudson Water Department for more information or visit the Town website or Town Facebook page.

Should you have any questions or need additional information, please feel free to contact the Water Department at (603) 886-6002.

The Hudson Water Department would like to thank all of its valued customers in advance for your cooperation in this matter.




# TOWN OF HUDSON

## Development Services Department

12 School Street  
Hudson, New Hampshire 03051

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Elvis Dhima, P.E., Development Services Director  
[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov) · Tel: 603-886-6008 · Fax: 603-598-6481

TO: Board of Selectmen  
Roy E. Sorenson, Town Administrator

FROM: Elvis Dhima, P.E., Development Services Director  
Jason Twardosky, Public Works Director

DATE: June 12, 2026

RE: Transfer Station Partnership Opportunity

### Recommended Motion

**To authorize Town staff to prepare and issue a request for proposals for potential partnership opportunities related to the use of the Transfer Station, and to return to the Board of Selectmen with the results and any recommendation for further action.**

### Background

The purpose of this memo is to update the Board on the Town's continued efforts to identify opportunities at the Transfer Station that may help offset operating costs and make better use of existing Town assets.

Over the past several years, the Town has pursued two grant opportunities to support a potential recycling center at the Transfer Station. Unfortunately, those grant applications were not successful. However, staff has continued to look for other ways to advance this concept, including potential partnerships with private-sector vendors or other third parties.

Staff has recently become aware of a possible opportunity that may be beneficial to the Town. At this time, no commitment is being requested. Staff is requesting authorization to issue a request for proposals, or similar solicitation, to determine what options may be available and whether any proposal could provide a financial or operational benefit to the Town.

Issuing a proposal would not obligate the Town to enter into any agreement. Any responses received would be reviewed by staff and brought back to the Board for discussion and possible further action.

<p><b>RECEIVED</b> June 12, 2026 BOS AGENDA</p>
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## TOWN OF HUDSON


### Police Department

1 Constitution Drive  
Hudson, New Hampshire 03051



David A. Cayot, Police Chief  
dcayot@hudsonnh.gov · Tel: 603-886-6011 · Fax: 603-886-0605

To: Board of Selectmen  
Roy E. Sorenson, Town Administrator

From: David Cayot, Police Chief 

Date: June 16, 2026

Re: Public Meeting – Request to conduct a pilot Wellness Sabbatical Program

#### ***Recommended Motion:***

To authorize the Chief of Police to pilot a Wellness Sabbatical Program for six months. The results of the pilot program will be presented to the Board of Selectmen at a later date.

#### **Background:**

MPO Downey, the Hudson Police Department Wellness Officer, has been tasked with researching and implementing employee wellness initiatives. One initiative under consideration is a sabbatical program. In collaboration with Shift Consulting and the University of New Hampshire, MPO Downey has developed this pilot program to maximize its potential benefits for Hudson Police Department employees. The sabbatical program is a research-based wellness initiative designed to promote employee well-being, reduce burnout, and improve retention. The purpose of the pilot program is to collect and evaluate relevant data to determine its effectiveness and overall value to the organization. Upon completion of the pilot, the findings and recommendations will be presented to the Board of Selectmen for consideration and determination of the program's future.

**RECEIVED**  
June 17, 2026  
BOS AGENDA



# Town of Hudson NH

## Hudson Police Sabbatical Program

**Board of Selectmen: June 23, 2026**  
**MPO Jason Downey**



# THE NUMBERS



2020  
**202**

2021  
**202**

2022  
**228**

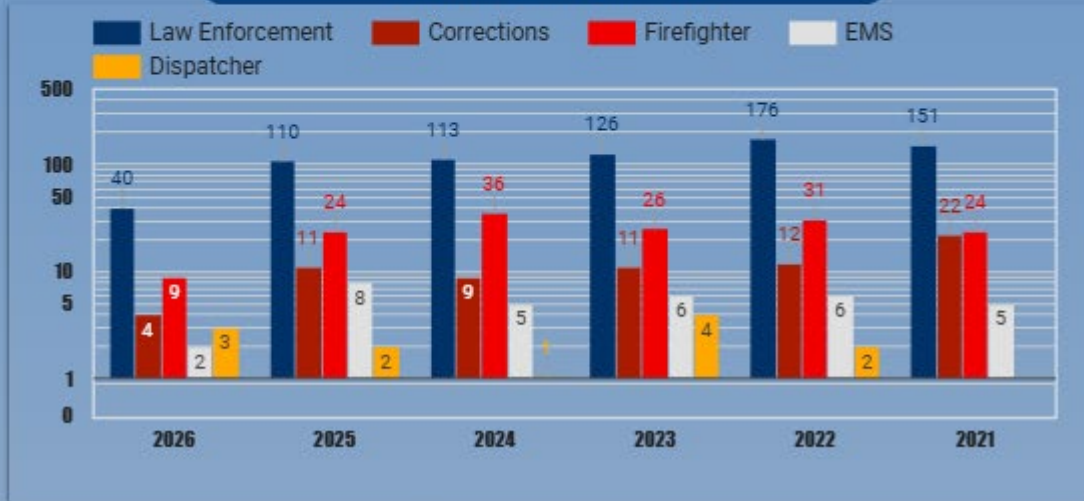
2023  
**173**

2024  
**163**

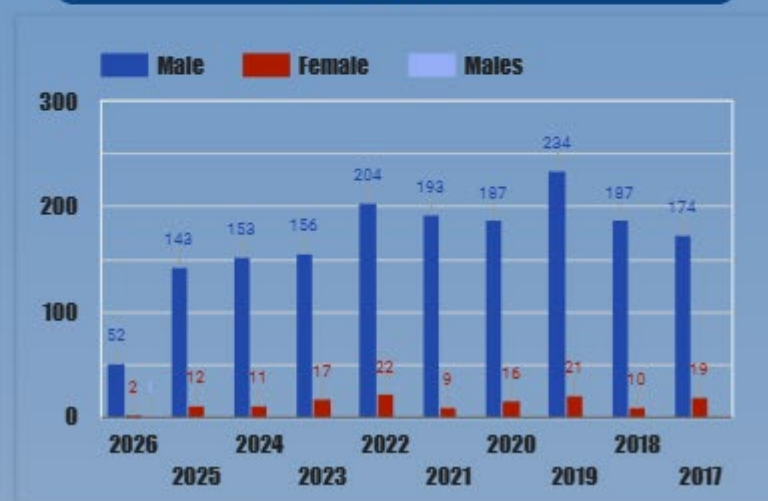
2025  
**151**

2026  
**55**

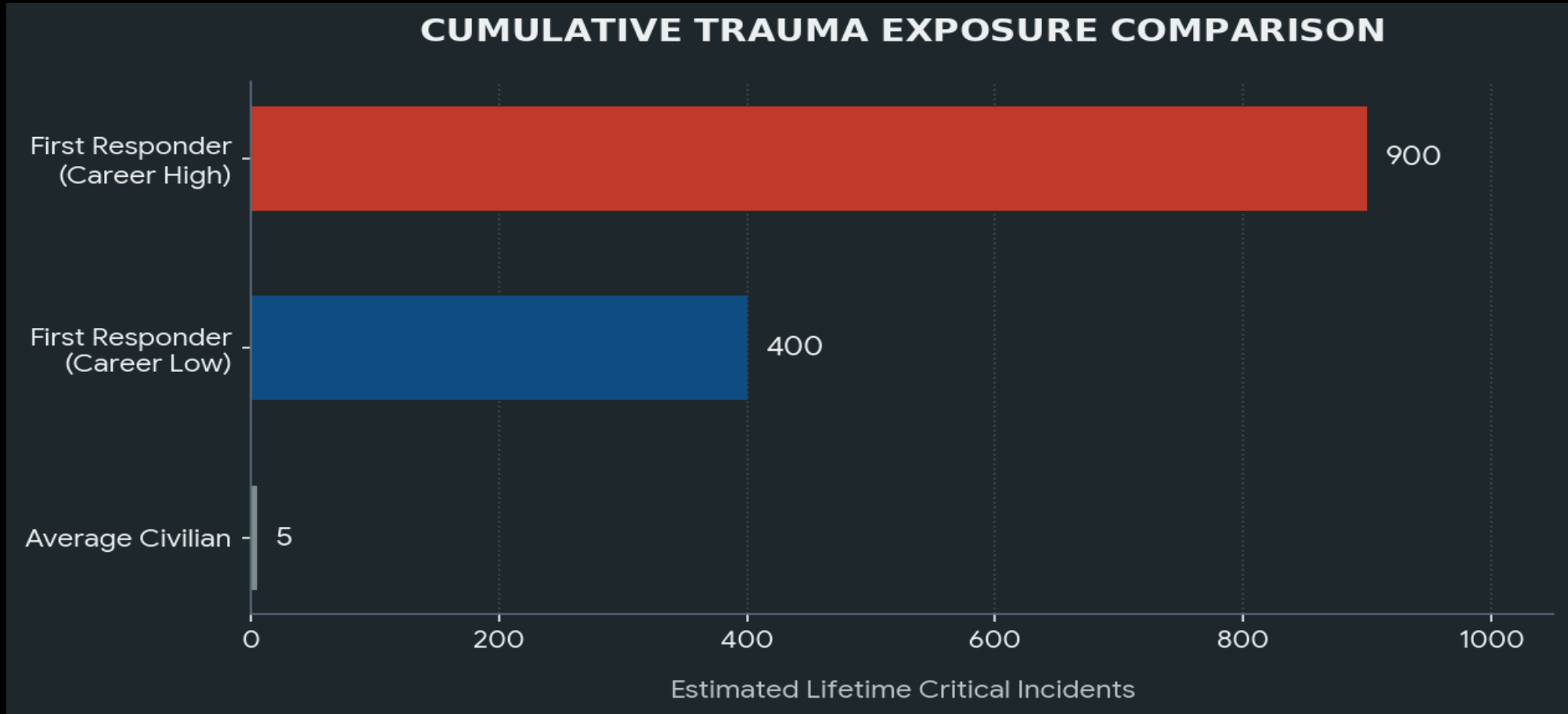
Yearly Numbers by Profession



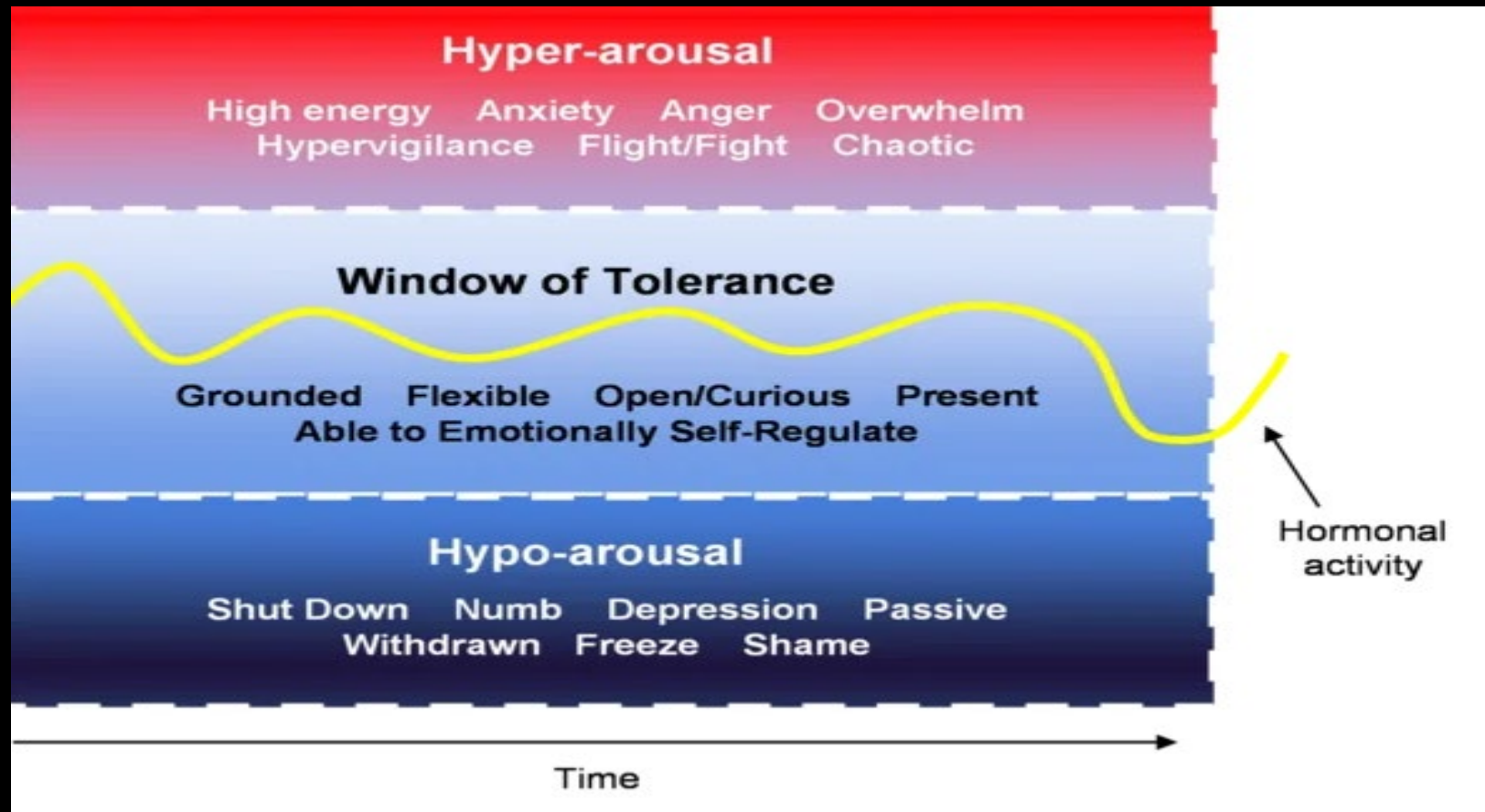
Suicides by Gender



# THE NUMBERS



# HYPERVIGILANCE



# HYPERVIGILANCE



- Hypervigilance is an adaptive survival mechanism essential for First Responders. However, sustained activation of the sympathetic nervous system (Fight or Flight) leads to:
  - Elevated cortisol levels
  - Sleep Disturbance
  - Impaired decision-making
  - Emotional Detachment
  - Increased reactivity

Studies show that First Responders typically take 48-72 hours for the nervous system to begin returning to baseline after a high stress shift (Gilmartin, 2002; Violantie ET AL; 2008) After a critical incident it is significantly longer.



# SLEEP

- Shift work, adrenaline surges, and traumatic exposure significantly disrupts the circadian rhythms. Research shows:
- 40-50% of First Responders suffer from a sleep disorder (Barger ET AL; 2015)
- Sleep deprivation impairs decision making, reaction time, memory and emotional stability.
- Poor sleep is linked to cardiovascular disease, obesity, and mental health disorders.



# HEALTH CONCERNS

- First Responders experience higher rates of PTSD, depression, anxiety, and substance misuse than the general population (Carelton ET AL; 2018)
- More than 30% of First Responders develop behavioral health conditions related to job stress (SAMHSA, 2018)
- Chronic exposure to trauma leads to a biological state of persistent hyperarousal/hypervigilance (McCreary ET AL; 2017)

# SABBATICAL GOALS AND EXPECTATION



- Proactive, preventative, and compassionate approach:
- Allowing time to come down from hypervigilance
- Prioritizing self-care
- Building Long-term resilience
- Re-establishing healthy sleep patterns
- Strengthening connection with family



# HPD SABBATICAL FORMAT

- There will be a pre-test for the employee and the employee's supervisor.
- It will be based on the 8 dimensions of wellness:
  - Emotional
  - Spiritual
  - Intellectual
  - Physical
  - Environmental
  - Financial
  - Occupational
  - Social





# HPD SABBATICAL FORMAT

- Each employee will be given a heart rate and sleep rate monitor during the 3 week time frame
- They will be given prompts for a daily journal
- They will have an intention set for the day
- They will do an evening journal on how they did with their intentions and goals
- They will do weekly check-ins with the Mental Health and Wellness Officer
- The employee will complete the post self assessment with a clinician

# HPD SABBATICAL FORMAT



- There will be 3 clauses put into this program as well as a safety protocol:
- Employees can withdraw themselves
- A Clinician can have the employee withdrawn
- The Mental Health and Wellness Officer can have them withdrawn
- UNH will be collecting the data from the heart rate and sleep rate monitors

# HPD SABBATICAL



Any  
Questions



## TOWN OF HUDSON

### Hudson Community Media

12 School Street  
Hudson, New Hampshire 03051

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Michael Johnson, Director of Community Media  
mjohnson@hudsonctv.com · Tel: 603-578-3959

To: Board of Selectmen  
Roy E. Sorenson, Town Administrator

From: Mike Johnson, Director of Community Media *MJ*

Date: June 16, 2026

Re: HCTV (Community Media) Department Presentation and Update

I would like to respectfully request the opportunity to present an update from the Community Media Department at the upcoming Board meeting on June 15.

This year's presentation will provide an overview of our department's current status and highlight our accomplishments, challenges, and objectives for FY27. A significant component of the presentation will address the ADA accessibility requirements that must be implemented for our web content by April 2028.

Our core mission remains to provide quality coverage of local meetings, events, and Town and School District activities, while showcasing the important work taking place throughout our community. The presentation will also highlight how Community Media continues to support transparency, civic engagement, and public access to local government and school district information.

Thank you for considering this request. I appreciate the Board's continued support and look forward to the opportunity to provide this annual update.

*Michael Johnson*

**RECEIVED**  
June 17, 2026  
BOS AGENDA



# TOWN OF HUDSON NH

COMMUNITY MEDIA



Board of Selectmen: June 23, 2026

# ORGANIZATION CHART



Director of Community  
Media

FT Production Coordinator  
(2)

On-Call Staff

PT Videographers &  
Cleaner





## HCTV Staff and Duties:

- Director of Community Media
  - Facilitates PEG Channels, Social Media and Access Center operation and oversees day-to-day operations of HCTV.
  - Plans for future of Hudson Community Television and reports to Boards and Committees.
  - Trains and guides staff on proper production procedure.
- Production Coordinators
  - Primary function is to plan and produce HCTV productions – Live and Recorded
  - Responsible for Editing of HCTV Content.
  - Seeks out local news stories.
  - Trains HCTV Videographers on Meeting and Sports procedure.
- Videographers
  - Responsible for Recording and Livestreaming Town of Hudson Meetings, Events and High School Sports.



# MISSION STATEMENT

**HCTV Mission Statement: To produce, teach, and provide quality hyper-local content and information by and for the residents of Hudson.**

**HCTV is available on Comcast Cable Channels, Streaming, and Online:**

- Channel 6: Public Programming
  - Channel 8: Educational Programming
  - Channel 22: Government Programming
  - Channel 1073HD: Hudson Programming (Best of)
- [www.hudsonctv.com](http://www.hudsonctv.com)



Download the Cablecast Screenweave App  
(Apple TV, Roku, Amazon Fire TV, IOS, Android)





# KEY OBJECTIVES



- **LIVESTREAM TOWN OF HUDSON AND SCHOOL DISTRICT MEETINGS/EVENTS**
- Cover Local Community Events and Human-Interest Stories
- Provide A/V Support for Town of Hudson Meeting Room Spaces
- Provide a platform for Residents to produce their own local content.
- Partner with Community Organizations to cover more events around town.
- Maintain local cable channels, streaming app, and website.
- Monitor broadcast quality and production standards on HCTV.
- Develop modern media practice and content creation.





# FY 2026 GOALS MET & ACHIEVEMENTS

- UNDERWRITING PROGRAM **LAUNCHED** FEB26  
- 5/7 FY27 SLOTS FILLED - **Revenue Raised: \$11,350**
- WARRANT ARTICLE 16 MODIFY HUDSON COMMUNITY TELEVISION REVOLVING FUND – **PASSED**
- CELLULAR INFRASTRUCTURE **UPGRADED**
- PROMOTED CABLECAST SCREENWEAVE APP
- HCTV RECEIVED **TWO FIRST PLACE AWARDS** IN THE ACM-NE AWARDS
- REPLACED VIDEO SWITCHER AND PURCHASED TWO WIRELESS TRANSMITTERS.
- THROUGH COLLABORATION WITH THE SAU HCTV CAN COVER MORE GAMES VIA **THE HUDL CAMERA** IN THE GYMNASIUM AND FOOTBALL FIELD.



# FY 2026 EQUIPMENT UPGRADES





# FY 2027 GOALS

- REVISIT UNDEWRITING POLICY WITH CUAC BY **JANUARY 2027**
- WORK TOWARDS ADA WEB COMPLIANCE BY NEW DEADLINE – **April 26, 2028** – **COMMUNITIES WITH POPULATIONS UNDER 50,000**
- PURCHASE BACKUP STORAGE/VOD STORAGE TO BE LOCATED AT TOWN HALL
- REVISIT AND REFORMAT HCTV POLICIES TO TOWN OF HUDSON STANDARD AND FORMATTING.
- BEGIN PHASE 1 OF TOWN HALL MEETING ROOM EQUIPMENT REPLACEMENT BY SPRING 2027



# DESCRIPTIVE AUDIO EXAMPLE



## WEB CAPTIONING LAUNCHES JULY 2027

- **April 26, 2028** – COMMUNITIES WITH POPULATIONS UNDER 50,000



# FOR MORE INFORMATION

## ADA DEADLINE FOR HUDSON

Hudson VFW Post 5791 Loyalty Day Awards Ceremony 05-0:



### **Closed Captioning - Launching FY27 Descriptive Audio – Exploring Workflows**

[www.ada.gov/resources/2024-03-08-web-rule](http://www.ada.gov/resources/2024-03-08-web-rule)

April 26, 2027 — ~~Communities with populations under 50,000~~

April 26, 2028 — ~~Communities with populations under 50,000~~

2026





# SWOT ANALYSIS

Strengths, Weaknesses, Opportunities, Threats

## STRENGTHS

Local Information for the Residents of Hudson - Well Built Infrastructure -  
Embedded within the Community - Bridge between Town/School

## WEAKNESSES

Aging Equipment – Small Staff – Backups & Storage

## OPPORTUNITIES

Phased Replacement – Accessibility Grants – Volunteer  
Engagement – Compact Workflows

## THREATS

Long-Term Sustainable Funding – Rising Equipment Costs –  
Cord-Cutting





# Community Media Financial Status

## FY26 Comcast Payments 80% Allocation

- 08/22/2025 - \$79,572.92
- 11/06/2025 - \$77,670.68
- 02/02/2026 - \$72,532.43
- 05/06/2026 - \$75,012.96

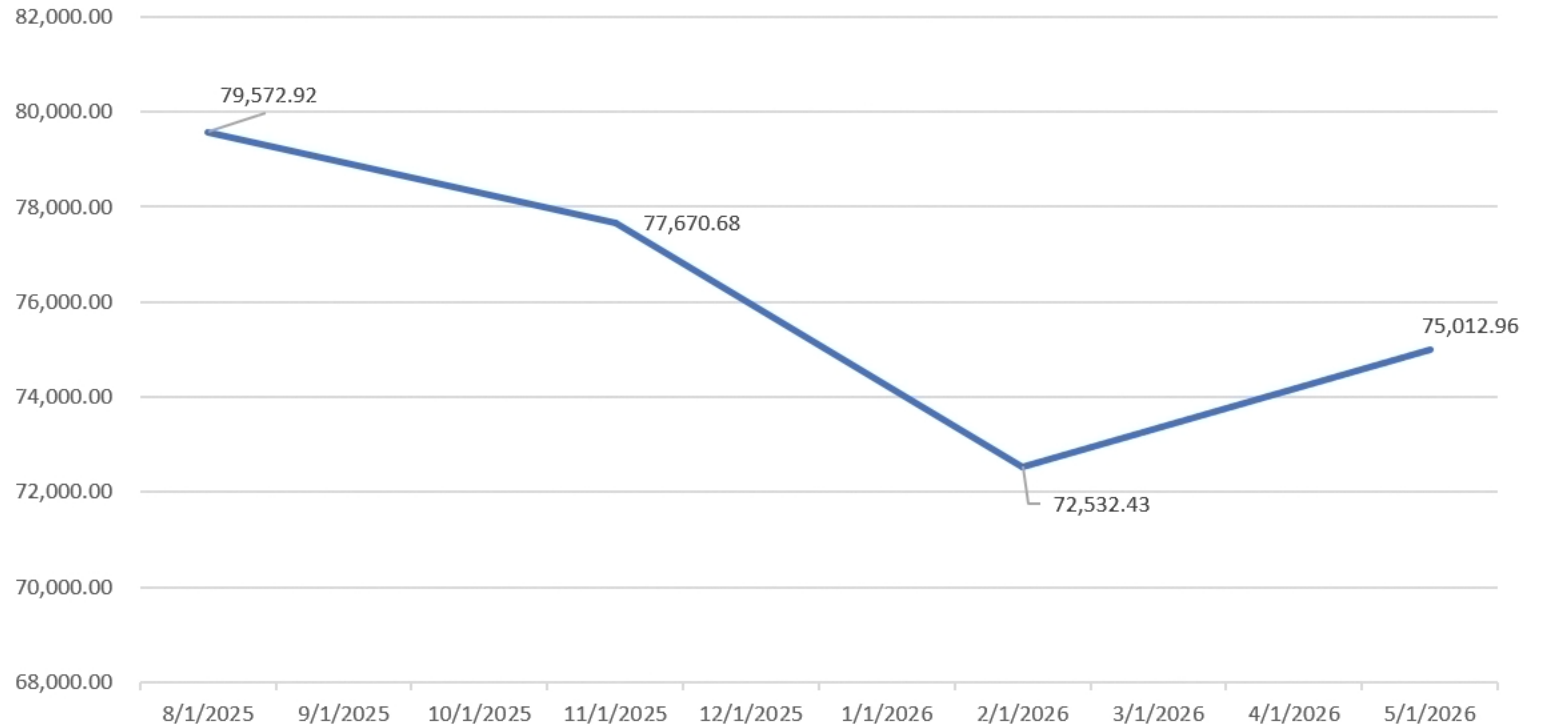
**FY26 Revenue Total:**  
**\$304,788.99**

**Underwriter Revenue:**  
**\$11,350**

**FY26 TOTAL REVENUE**  
**\$316,138.99**

**FY26 Starting Fund Balance:**  
**96,731.56**

FY26 HCTV Revenue from Franchise Fees



**FY26 Expenditures 06-15-26 - \$305,391.20**  
**FY25 Expenditures – \$326,264.00**  
**FY25 Revenue – \$340,108.46**  
**FY26 TOTAL REVENUE - \$316,138.99**



# Upcoming Projects and Programs 2026

- **Benson Park – Centennial Documentary**  
Produced by Production Coordinator Matt Guerrero.
- **FY27 Underwriter Launch starting July 2027**
- **Drone Certification Courses for Production Coordinators.**
- **Fall 2026 Sports with New NDI Workflow.**
- **Create Flexible Underwriting Opportunities at a lower rate.**
- **Update Security Software at the Access Center/Senior Center.**
- **Develop Community Human Interest stories.**
- **Compact On-Site Workflows for better efficiency.**
- **Create more 9:16 content for our social media platforms.**
- **Evaluate Meeting Room Replacement Strategy.**
- **Purchase Secondary VOD Backup NAS Storage to be located at Town Hall.**






## HCTV WOULD LIKE TO THANK OUR FY27 UNDERWRITERS

**WFW**  
NO ONE DOES MORE FOR VETERANS.  
**POST 5791**

 **AMERICAN  
LEGION**  
POST 48 HUDSON

 **NORTHPOINT**<sup>®</sup>  
CONSTRUCTION MANAGEMENT

 **CHASSE  
STEEL**  
CELEBRATING OVER 35 YEARS



**Hudson Lions Club**

“Local news is the glue that holds communities together.”  
— Penny Abernathy



# THANK YOU FOR LISTENING

Download the Cablecast Screenweave App

DIRECTOR:

DATE:

FY27



CAMERA:

TAKE:

PRESENTATION





## TOWN OF HUDSON

### Treasurer

12 School Street  
Hudson, New Hampshire 03051

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Barbara Bouley, Treasurer  
bbouley@hudsonnh.gov · Tel: 603-886-6000 · Fax: 603-881-3944

A handwritten signature in blue ink, appearing to be "A.A.", is located in the upper right corner of the page.

To: Board of Selectmen  
Roy E. Sorenson, Town Administrator

From: Barbara Bouley, Treasurer

Date: June 15, 2026

Re: Transition of Banking Services

***Recommended Motion: “To authorize the Chairman of the Board of Selectmen to execute the Cash Management Master Agreement with TD Bank as recommended by the Treasurer.”***

#### **Background:**

This memo serves as official notification that the Town of Hudson is transitioning its primary banking, depository, and treasury management services from Citizens Bank to TD Bank.

Following a comprehensive Request for Information (RFI) process and careful evaluation of municipal banking capabilities, TD Bank was selected to optimize the town's interest yields, significantly reduce transaction fees, and provide updated remote deposit and fraud protection tools.

We are expecting a \$1.9 million-dollar positive impact for the Town between no service fees and additional interest earned on all monies

To minimize disruption to daily operations, tax collection cycles, and payroll processing, the transition will occur in phases over 60 days.

Attached is the Cash Management Master Agreement provided by TD Bank. The full package including specifics of the agreement is on file in the Selectmen's general read at the administration office.

**RECEIVED**

**June 15, 2026**

**BOS AGENDA**



# CASH MANAGEMENT MASTER AGREEMENT

**Customer: TOWN OF HUDSON NH**

TD Bank, N.A. (“Bank”) provides a broad range of non-consumer cash management products and services to its customers. The customer identified above (“Customer”) wishes to use, and Bank is willing to provide to Customer, those services that have been checked below:

- 1. Digital Platform Services (Appendix I) .....
- 2. TD ACH Origination Services (Appendix II) .....
- 3. TD Wire Transfer Services (Appendix III) .....
- 4. TD Sweep Services (Appendix IV).....
- 5. TD Positive Pay Services (Appendix V).....
- 6. TD Controlled Disbursement Services (Appendix VI) .....
- 7. TD Lockbox Services (Appendix VII).....
- 8. TD Remote Deposit Capture Services (Appendix VIII) .....
- 9. TD Account Reconciliation Services - Full (Appendix IX) .....
- 10. TD Account Reconciliation Services – Partial (Appendix X) .....
- 11. TD Deposit Reconciliation Services (Appendix XI) .....
- 12. TD Check Imaging Services (Appendix XII).....
- 13. TD Zero Balance Account Services (Appendix XIII).....
- 14. TD Currency Services (Appendix XIV).....
- 15. TD EscrowDirect Services (Appendix XV).....
- 16. TD Information Reporting File Transmission Services (Appendix XVI) .....
- 17. TD Data Exchange Services (Appendix XVII).....
- 18. TD ACH Third Party Sender Services (Appendix XVIII) .....
- 19. TD Image Cash Letter Services (Appendix XIX) .....
- 20. TD Healthcare Remittance Management Services (Appendix XX).....
- 21. TD Data Transmission Services (Appendix XXI).....
- 22. TD ACH Positive Pay Services (Appendix XXII).....
- 23. TD Currency Services for Smartsafe (Appendix XXIII).....

- 24. TD Electronic Bill Payment Presentment & Payment Services (Appendix XXIV) ....
- 25. TD Integrated Payables Processing Services (Appendix XXV).....
- 26. TD Electronic Lockbox (Bill Payment Aggregation) Services (Appendix XXVI).....
- 27. TD Paymode-X Services (Appendix XXVII) .....

The “*Service(s)*” shall hereafter mean the cash management and other service(s) identified above or otherwise provided by Bank (and/or Bank’s third-party service providers) to Customer from time to time pursuant to this Agreement, the Appendices, exhibits, Setup Form(s), and any service guides or manuals (collectively, “*Service Documentation*”) made available to Customer by Bank from time to time.

**Agreement**

This Cash Management Master Agreement (this “*Agreement*”) is by and between Bank and Customer. Bank agrees to provide to Customer and Customer agrees to use the Services (as defined above) offered and approved by Bank for Customer's use. Bank and Customer agree that the Services will be governed by the general terms and conditions of this Agreement, the Appendices, and other Service Documentation applicable to each of the Services.

By signing this Agreement, Customer agrees to be bound by the terms and conditions of this Agreement and all applicable Appendices, as the same may be amended from time to time as further described below. Bank will provide use of a Service when Bank has received all required and properly executed agreements and forms and when Customer has satisfactorily completed Bank’s implementation, testing, and training requirements, if any, in the use of the Service(s). Customer may not modify any portion of this Agreement or any Appendices to this Agreement without Bank’s prior written consent and agreement, and any attempt by Customer to do otherwise shall render this Agreement null and void.

The following terms and conditions are applicable to all Services provided to Customer hereunder.

**1. Definitions.** Capitalized terms used in this Agreement and in any Appendix, unless otherwise defined herein or therein, shall have the meanings set forth below:

“*Access Devices*” means collectively all security, identification, and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys, and/or individual passwords associated with or necessary for Customer’s access to and use of any Services including Digital Platforms.

“*Account*” means a deposit or other account, as may be further defined in the applicable Account Agreement, or an account associated with a particular product or service provided to Customer by the Bank, such as a loan, line of credit or trade services.

“*Account Agreement*” means the Business Deposit Account Agreement, or any other agreement governing a Customer's Account with Bank, including, as the context may require, the documentation governing a loan, line of credit, trade services or other product or service, as the same may be amended from time to time.

“*Administrator*” means a person appointed by an Authorized Representative or another Administrator who is authorized to use particular Digital Platforms and other Service sand to provision access and/or to appoint Users and Administrators.

“*Affiliate(s)*” means, with respect to any party, any company controlled by, under the control of, or under common control with such party.

“*Appendix*” means the terms, rules and procedures attached hereto, as amended, or replaced from time to time, applicable to a particular Service to be provided by Bank to Customer. Each such Appendix is incorporated herein by reference and made a part hereof, and all references herein to Agreement shall be deemed to include all Appendices unless otherwise expressly provided. If there is any conflict between the provisions of this Agreement and any Appendix, the Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

“*Authorized Representative*” means a person designated by Customer as an individual authorized to act on behalf of Customer with respect to certain matters, including the appointment of Administrator(s), and/or authorized to setup and configure the Services, including, without limitation, any Customer enrollment or Setup Form(s) completed by Customer.

“*Business Day*” has the meaning given to it in the applicable Account Agreement(s).

“*Calendar Day*” has the meaning given to it in the applicable Account Agreement(s).

*"Designated Affiliate"* means each entity designated by the Primary Customer that is directly or indirectly controls, is controlled by, or is under common control with the Primary Customer, who has authority to manage the Services and Accounts of such Designated Affiliate on its behalf, and such Designated Affiliate has authority to use the Services and its Accounts subject to this Agreement.

*"Digital Platform"* or *"Digital Platforms"* means, collectively, any of the Bank's internet-based electronic information delivery and transaction initiation system(s), as may be offered by Bank from time to time, such as eTreasury, TD Business Central U.S., and/or other digital platforms, portals, websites, apps, or digital access channels. Customer may use the Digital Platforms to access Services in which Customer has enrolled. Digital Platforms are also Services under this Agreement.

*"Digital Platform Services Appendix"* means Appendix I to this Agreement.

*"Mobile Device"* means an internet-enabled mobile communications device such as a mobile phone or tablet.

*"Primary Account"* means the Account designated by Customer to which any direct Service fees due Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Bank.

*"Sanctions"* means economic or financial sanctions or trade embargoes or controls imposed, administered, or enforced from time to time by any governmental authority, including the United States Office of Foreign Assets Control (*"OFAC"*), the U.S. Department of State, the U.S. Department of Commerce, the U.S. Department of Justice, the United Nations Security Council, or the Government of Canada.

*"Setup Form"* means the form(s) completed by Customer and returned to Bank or completed by Bank in consultation and with input from Customer, for the purpose of enrolling a Customer in a Service, configuring a Service, appointing an Administrator, or establishing connection to a Digital Platform.

*"Substitute Check"* has the meaning given to it in Section 3(16) of the *Check Clearing for the 21<sup>st</sup> Century Act*, P.L. 108-100, 12 U.S.C. § 5002(16).

*"User"* means any person an Authorized Representative or Administrator designates as being authorized to access or use particular Digital Platforms or Services on Customer's behalf.

## **2. The Services.**

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendix, all Cash Management Services that Customer may request, and that Bank may approve from time to time, subject to the terms of this Agreement. Bank shall not be required to provide any Service unless and until Customer delivers to Bank all documents and information, including any Setup Form(s), electronic data, financial, organizational or business activity information reasonably required and diligence and other onboarding procedures are completed to the satisfaction of Bank and any Third Party required for each Service requested by the Customer, prior to commencing to provide the Service. Bank (and any Third Party necessary to provide each Service requested) will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Services to Customer unless adequate documentation and information are provided.

2.2 Customer, through its Authorized Representative(s), Administrator(s), and User(s), may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 Customer may designate any of Customer's Accounts maintained with Bank for business (non-consumer) purposes for use with the Digital Platforms and other Services. The taxpayer identification number (*"TIN"*) associated with each Account must be Customer's TIN or the TIN of a Designated Affiliate bound by these Terms, except as Bank, in its sole discretion, may otherwise permit. Bank reserves the right to deny any Account designation for use with the Services in its sole discretion.

2.4 Customer may at any time add or delete any Account that Customer has designated for use with any of the Services, or change the Services associated with any Account, by notifying Bank in writing as set forth herein.

2.5 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day.

2.6 Access to Digital Platforms may be denied for various reasons, including if invalid Access Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.7 Customer, including its Authorized Representative(s), Administrator(s), and User(s), is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement.

2.8 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.9 Customer agrees to comply with the Service Documentation, as may be amended from time to time by Bank.

2.10 A number of Bank's Services are subject to processing cut-off times on a Business Day. Customer can obtain information on Bank's current cut-off time(s) for Service(s) by reviewing the relevant Service's Setup Form(s), as applicable, or by calling Treasury Management Services Support at 1-866-475-7262, or by contacting Customer's Relationship Manager. Instructions received after a cut-off time or on a day other than a Business Day will generally be deemed received as of the next Business Day.

2.11 Bank may make changes, including adding, modifying, or in some cases, removing features, functionality, or elements, to the Services or Digital Platforms at any time but is not required to notify Customer of any such changes, except to the extent such change would result in a breach of this Agreement. Bank will use reasonable efforts to keep Customer informed of changes to Service or Digital Platform features and functionalities. Changes to this Agreement and Appendices are governed by Section 21 (Amendments). Notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures associated with the Services and provide prompt subsequent notice thereof to Customer.

2.12 In connection with this Agreement and the Services, Customer agrees that it shall present, and Bank shall have a duty to process, only Substitute Checks that are created by financial institutions; provided, however, that this limitation shall not apply to Substitute Checks created with data from Customer pursuant to any Appendix for Services involving the creation of electronic check images using check conversion technology.

### 3. Covenants, Representations and Warranties.

3.1 Customer represents and warrants that each the individual(s) executing this Agreement and any other agreements or documents associated with the Services is an Authorized Representative, having been authorized by all necessary Customer action to do so, with the power to enter into banking services agreements on behalf of Customer and to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service. The Customer further represents and warrants that Customer has complied with all laws, regulations, or policies applicable to Customer with respect to entering into the Agreement, and this Agreement is a valid and binding obligation of Customer, enforceable against Customer in accordance with its terms. Each Administrator and User who Customer permits to access and use the Services has been duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Digital Platforms and other Services; (ii) access any information related to any Account(s) to which they have access; (iii) engage in any transaction relating to any Account(s) to which they have access; and (iv) in the case of Administrators, appoint other Administrators and Users

to access a specific Account or Service for the purpose of engaging in any transaction relating to any Account(s). Customer assumes sole responsibility for the actions of the Authorized Representative(s), Administrator(s), and User(s), the authority the Authorized Representative gives Administrators and Users to act on Customer's behalf, and the actions of the Administrator(s) and Users designated by the Authorized Representative(s) to access the Digital Platforms and use Services.

3.2 Bank may unconditionally rely on the validity and accuracy of any communication or transaction made, authorized, or purported to be made or authorized, by an Authorized Representative, an Administrator, or a User and in accordance with the terms of this Agreement.

3.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Access Devices associated with or necessary for Customer's use of the Services, including with respect to the Digital Platforms.

3.4 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 *et seq.*, nor a legal representative of a "consumer."

3.5 Customer shall use the Services only for its own lawful business purposes. Customer shall not use the Services for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion, and as further described in Section 33. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer's officers, employees, Authorized Representatives, Administrators, and Users do not use the Services for personal, family, or household purposes, or for any other purpose not contemplated by this Agreement.

3.6 Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule, or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

3.7 Customer and Bank shall comply with (i) all applicable federal, state and local laws, regulations, rules, and orders; (ii) the Account Agreement(s); (iii) all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies; (iv) the Uniform Commercial Code (the "UCC"); (v) all applicable Sanctions laws, regulations and rules; and (vi) all

applicable laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("*FinCEN*") (collectively (i) through (vi), "*Compliance Laws*").

#### **4. Account Agreement; Service Fees.**

4.1 Bank and Customer agree that any Account established by Customer in connection with Services offered by Bank shall be governed by an Account Agreement, including one or more fee schedules issued by Bank for the applicable Account(s). If there is any conflict between the terms and provisions of this Agreement and the Account Agreement(s), the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 Customer agrees to compensate Bank for all Accounts and Services that Bank provides pursuant to this Agreement, including any Appendices, in accordance with the applicable fee schedules or agreements between Bank and Customer in effect from time to time that apply to the Services (the "*Service Fees*"). By signing below, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees, and agrees to be bound by their terms, as those terms may be amended from time to time in accordance with the terms of this Agreement.

4.3 Customer authorizes Bank to charge the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or other allowances for Customer's Account(s). If the balance of available funds in the Primary Account is not sufficient to cover such fees, Bank may charge such fees to any other deposit Account maintained on Bank's records in Customer's name. Bank shall use reasonable efforts not to charge such fees to any such other Account(s) that Customer has specifically identified and represented to Bank as constituting a fiduciary, custodial or other similar type of Account that is legally protected from the exercise of set-off under applicable law or regulation (hereinafter referred to as a "*Restricted Account*" and as identified in a schedule or such other form as Bank may require). Customer also agrees to pay all sales, use, or other taxes (other than taxes based upon Bank's net income) that may be applicable to the Services provided by Bank hereunder.

4.4 Bank may amend Service Fee(s), in aggregate or individually, at any time. To the extent that such changes adversely affect Customer, Bank will use commercially reasonable efforts to give notice to Customer of such changes, in accordance with applicable law, or as may otherwise be agreed to by the parties.

**5. Customer Information.** Customer agrees to provide to Bank, before Bank begins providing any Services to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification and authority, including the "Know Your Customer" program,

anti-money laundering program and evidence of due authority. Such information may include, without limitation, official certificates of customer existence, copies of Customer formation agreements, business resolutions, or equivalent documents, in a form acceptable to Bank authorizing Customer to enter into this Agreement and to receive Services from Bank pursuant hereto, and appropriate documentation as determined by Bank, in its sole and exclusive discretion, designating certain individuals as Customer's Authorized Representatives, Administrators, and/or Users. Customer shall provide financial information, statements and other documentation as Bank may reasonably request regarding the financial condition of Customer.

#### **6. Software.**

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Services ("*Software*"). Customer agrees that all such Software is and shall remain the sole property of Bank and/or the vendor of such Software. Customer agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Customer by Bank and/or the Software vendor and/or which govern Customer's use of Software associated with the Services. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of installation of any Software provided to Customer in connection with the Services, as well as for selection, installation, maintenance, and repair of all hardware required on Customer's premises for the successful operation of the Software.

6.2 Except as otherwise expressly prohibited or limited by applicable law, Customer shall indemnify, defend, and hold harmless Bank, its successors, and assigns, from and against any loss, damage, or other claim or liability attributable to Customer's unauthorized distribution or disclosure of any Software provided with the Services or any other breach by Customer of any Software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach, without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief, and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

**7. Use and Responsibility of Computer Systems and Mobile Devices.** To access Digital Platforms and use other Services, Customer will need to provide, at Customer's own expense, an Internet-enabled computer, or Mobile Device, operating and browsing software, Internet

service, and any other connections or equipment a Customer may use to access the Digital Platforms (collectively, the “*Computer Systems*”). Customer’s Computer Systems must support minimum encryption or other security measures as Bank may specify from time to time. Customer may need to use browser software supported by Bank for use and/or optimal experience with Digital Platforms. Customer is responsible for the installation, maintenance, and operation of its Computer Systems and access to the Internet, and all related charges, including Internet service provider, telephone, and other similar charges incurred in connecting to the Digital Platforms. Customer is responsible for installing, maintaining, and using appropriate anti-virus, network security and user protection software. Bank is not responsible for any errors or failures, or altered, fabricated, unauthorized or diverted communications, or breaches of security procedures, in each case, resulting from any insecure or improper configuration or malfunction of Customer’s Computer Systems or other software, including viruses and malware, spyware, trojan horse, keystroke logger, rootkit, or other malicious or unwanted software or related problems that may be associated with access to or use of the Digital Platforms, any Software or Customer’s Computer Systems. Bank also is not responsible for any losses or delays in transmission of information Customer provides to Bank or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Customer’s connection to the Internet or any browser software. Limitations of the Customer’s Computer Systems (including Mobile Devices) may also limit the usability of Digital Platforms or Services.

## **8. Bank Third Parties.**

8.1 Customer acknowledges that certain third parties, agents, or independent service providers (hereinafter “*Third Parties*”) may, from time to time, provide services (“*Third Party Services*”) to Bank in connection with Bank’s provision of the Services to Customer and that accordingly, Bank’s ability to provide the Services hereunder may be contingent upon (i) approval of Third Parties to onboard the customer for certain Services and satisfaction of Third Party diligence, policies or procedures, (ii) the continuing availability of certain services to Bank from such Third Parties and (iii) the continuing satisfaction of Third Party requirements, policies or procedures with respect to Customer and the Services provided. Third Party Services may involve the processing and/or transmission of Customer’s data, instructions (oral or written), and funds. In addition, Customer agrees that Bank may disclose Customer’s financial transactions and other information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas, or other legal process, or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Customer gives its written permission.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Services itself. However, Bank will not be deemed to be the agent of, or responsible for, the acts or omissions of any person (other than its Third Parties), and no such person shall be deemed Bank’s agent.

## **9. Customer Communications; Security Procedures.**

9.1 In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer, an Authorized Representative, an Administrator, and/or a User and, where applicable, the authenticity of any signatures purporting to be of Customer, an Authorized Representative, an Administrator, or a User. Customer agrees promptly to notify Bank of any changes to any information or authorizations provided to Bank in connection with the Services, and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time in order to continue to provide the Services to Customer.

9.2 Customer agrees that it shall be solely responsible for ensuring its compliance with any commercially reasonable security procedures established by Bank in connection with the Services, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank has complied with the security procedures.

9.3 Bank shall be entitled to rely on any written list of Authorized Representatives, Administrators, and/or Users provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual’s authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by an Authorized Representative. Bank may also accept verbal instructions from persons identifying themselves as an Authorized Representative, Administrator, or User, and Bank’s only obligation to verify the identity of such person as an Authorized Representative shall be to call back such person at a telephone number(s) previously provided to Bank by Customer as part of the Account or Services’ Setup Form(s). Bank may, but shall have no obligation to, call back an Authorized Representative, Administrator, and/or Authorized other than the Authorized Representative, Administrator, or User from whom Bank purportedly received an instruction. Bank may, but shall have no

obligation to, request additional confirmation, written or verbal, of an instruction received from an Authorized Representative, Administrator, or User via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes or tokens for Authorized Representatives, Administrators, and Users and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Authorized Representative, Administrator, and User that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Authorized Representative, Administrator, or User.

9.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction received from Customer or Customer's Authorized Representatives, Administrators, or Users. Any errors in an instruction from Customer or Customer's Authorized Representatives, Administrators, or Authorized Users shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendix are commercially reasonable and that Bank may charge Customer's Account for any instruction that Bank executed in good faith and in conformity with the security procedures, whether or not the transfer is in fact authorized.

9.5 Customer agrees to adopt and implement its own commercially reasonable internal policies, procedures, and systems to provide security to information being transmitted and to receive, store, transmit, and destroy data or information in a secure manner to prevent loss, theft, or unauthorized access to data or information ("*Data Breaches*"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Breaches when known or reasonably suspected by Customer and will take all reasonable measures, which may include, without limitation, retaining, and/or utilizing competent forensic experts, to determine the scope of data or transactions affected by any Data Breaches, and promptly providing all such information to Bank, subject to any limitation imposed on Customer by law enforcement or applicable law.

9.6 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM OR AS OTHERWISE PROVIDED BY LAW. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, THE CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY

PROCEDURE OR ACCESS DEVICES. CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN ITS OWN PROCEDURES TO ASSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

**10. Fraud Detection / Deterrence; Positive Pay.** Bank offers certain products and services such as Positive Pay (with or without payee validation), ACH Positive Pay, Universal Payment Identification Code (UPIC), and Account blocks and filters that are designed to detect and/or deter check, automated clearing house ("*ACH*") or other payment system fraud. While no product or service will be completely effective, Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against Customer's Account. Failure to use such products or services could substantially increase the likelihood of fraud.

**10.1 Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit, or other fraudulent item that such product, service, or precaution was designed to detect or deter if, after being informed by Bank or after Bank otherwise makes information about such products or services available to Customer consistent with Section 27 of this Agreement, Customer declines or fails to implement and use any of these products or services, or fails to follow these and other Bank-identified or recommended precautions reasonable for Customer's particular circumstances. Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such unauthorized, altered, counterfeit, or other fraudulent items, except to the extent that Bank has failed to exercise the required standard of care under the UCC.**

**11. Duty to Inspect.** Customer is responsible for monitoring all Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required by applicable law) after Bank has made available to Customer any report, statement, or other material containing or reflecting the error, including an Account analysis statement or online Account access, such as via the Digital Platforms. Except to the extent otherwise required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days after Bank made available such report, statement, or online Account access, including via the Digital Platforms, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any error or problem. Customer agrees that its sole remedy in the event of an error in implementing any selection with the Services shall be to have Bank correct

the error within a reasonable period of time after discovering or receiving notice of the error from Customer.

**12. Overdrafts; Set-off.** Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at, or evidenced by any certificate of deposit issued by, Bank. Except as otherwise expressly prohibited or limited by law, if any of Customer's Accounts become overdrawn, underfunded, or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated. The foregoing right of set-off will also not apply if and to the extent otherwise expressly prohibited or restricted by the laws governing Customer or Customer's Account(s).

**13. Transaction Limits.**

13.1 In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank, or will cause Bank to violate any law, regulation, rule, or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any Service then being provided to Customer. Bank will provide notice of such limits to Customer in accordance with the terms of this Agreement.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

**14. Term and Termination.**

14.1 This Agreement shall be effective when signed by an Authorized Representative of Customer and accepted by Bank. This Agreement shall be effective with respect to any Designated Affiliate when joinder or other designation form is signed by an Authorized Representative and accepted by Bank. Commencement of the Services is subject to Section 2.

14.2 This Agreement shall continue in effect until terminated by either party with thirty (30) Calendar Days' prior written notice to the other. Either party may terminate an Appendix and the Services provided thereunder in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear excepted, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Service(s).

14.3 If an Appendix or the Services provided thereunder are terminated in accordance with this Agreement, Customer must contact Services Support for instructions regarding the cancellation of all future dated transactions. Bank may continue to make payments and transfers and to perform other Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Services that Customer has previously authorized or subsequently authorizes after an Appendix or Service had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend any Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account(s) necessary for the ongoing use of the Service(s) or necessary for Bank to charge Service Fees, including, but not limited to, closure of the Primary Account, (ii) if Bank or a Third Party provider of a Service determines that Customer has failed to maintain a financial condition or conduct business in a manner or of a type deemed reasonably satisfactory to Bank or such Third Party to minimize any credit or other risks in providing Services to Customer, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) if Customer provisions access to Account(s) and/or appoints Administrators or Users for its Account(s) and Services other than as expressly set forth in this Agreement, (iv) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation or warranty by Customer, (v) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement, as may be defined therein, (vi) if there has been a seizure, attachment, or garnishment of Customer's Accounts, assets, or properties,

(vii) if Bank believes immediate action is necessary for the security of Bank or Customer funds, (viii) if Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Appendix would violate federal, state, or local laws or regulations, or would subject Bank to unacceptable risk, or (ix) any contingency under Section 8.3 for a Service provided through a Third Party is not met. In the event of any termination hereunder, all fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

## **15. Limitation of Liability and Damages; Disclaimer of Warranties.**

15.1 Bank shall be liable for such damages as may be required or provided under Article 4A or applicable regulations, for fund transfer transactions which are subject to Article 4A of the UCC. Bank's fees and charges for the Services are very small in relation to the amounts of transfers initiated through the Services and, as a result, Bank's willingness to provide the Services is based on the limitations and allocations of liability contained in this Agreement. Unless expressly prohibited or otherwise restricted by applicable law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and, for any Services not subject to Article 4A of the UCC, only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. In no event shall Bank be liable for any consequential, special, incidental, indirect, punitive or similar loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits, and loss or damage from subsequent wrongful dishonor resulting from Bank's acts, regardless of whether the likelihood of such loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Unless expressly prohibited by or otherwise restricted by applicable law, and without limiting the foregoing, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim for any Services not subject to Article 4A of the UCC shall not exceed an amount equal to the monthly billing paid by, charged to or otherwise assessed against Customer for Services over the three (3) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred or such fewer number of preceding months as this Agreement has been in effect. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Except as otherwise expressly provided in Section 8 of this Agreement, Bank shall not be liable for any loss, damage, or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage, or injury caused by any

failure of the hardware or software utilized by a third party to provide Services to Customer.

15.3 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer and/or its Affiliates that is inaccurate, incomplete, not current, or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness, or incorrectness of data as a result of such data having been supplied to Customer and/or its Affiliates through data transmission.

15.4 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.5 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order, or other instruction received from Customer), or the acts or omissions of any other person, including, without limitation, any ACH processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control. Bank shall not be liable for Customer's attorney's fees in connection with any such claim.

15.6 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR -FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.7 The provisions of this Section 15 shall survive termination of this Agreement.

#### **16. Indemnification.**

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative, or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank due to any claim or action by any person, entity, or other third-party against Bank to the extent such claim or action relates to or arises out of:

(i) any claim of any person that (a) Bank is responsible for any act or omission of Customer or (b) a Customer payment order contravenes or compromises the rights, title, or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order, or other mandate or prohibition with the force or effect of law;

(ii) any failure by Customer to observe and perform properly all of its obligations hereunder or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations, or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer, an Authorized Representative, an Administrator, and User, or any Affiliate or subsidiary of Customer; and

(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy, or subpoena.

16.2 For purposes of clarification and the avoidance of doubt, this indemnification (and any other indemnification provision in this Agreement) does not apply to claims that Customer may assert against Bank, or to any amounts Bank is obligated to pay Customer under the terms of this Agreement or applicable law. The

foregoing indemnity (and any other indemnification provision in this Agreement) will not apply if and to the extent expressly prohibited or restricted by the laws governing Customer or Customer's Account(s). The provisions of this Section 16 shall survive termination of this Agreement.

#### **17. RESERVED.**

**18. Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war, or the enactment, issuance, or operation of any adverse governmental law, ruling, regulation, order, or decree, or an emergency that prevents Bank or Customer from operating normally.

**19. Documentation.** The parties acknowledge and agree that all documents evidencing, relating to, or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials, and arbitrations, relating to or arising under this Agreement.

**20. Entire Agreement.** Bank and Customer acknowledge and agree that this Agreement and any amendments hereto, all other documents incorporated by reference therein, and Appendices constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services.

**21. Amendments.** Bank may, at any time, amend this Agreement, the Appendices, or other Service Documentation in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective as provided in the notice to Customer as described below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement or in any Appendix, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer. As set forth in Section 14.2, Customer may terminate this Agreement or any Appendix upon its receipt of any notice of change that is not acceptable to Customer.

**22. Severability.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation, or policy.

**23. Assignment and Delegation.** Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate, or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

**24. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**25. Non-Waiver.** No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

**26. Governing Law.** This Agreement and any claim, controversy, or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey.

**27. Notices.**

27.1 Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid, and addressed to Bank at the address provided to Customer in writing for that purpose. All such notices shall be effective upon receipt.

27.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business email address as it appears on Bank's records, or electronically by posting the notice on Bank's website, the Digital Platforms, on an

Account statement, or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business email address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

**28. Jury Trial Waiver.** BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT, OR THE DEALINGS OF THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 28 shall survive termination of this Agreement.

**29. Beneficiaries.** This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

**30. Recording of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement and related to the Services may be recorded and retained by either party by use of any reasonable means, except as otherwise expressly prohibited or limited by applicable law.

**31. Facsimile Signature.** The parties acknowledge and agree that this Agreement and any Appendix may be executed and delivered by facsimile, and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix with an original signature for its records.

**32. Relationship.** Customer and Bank are not, and Customer's and Bank's respective licensors are not, partners, joint venturers, or agents of each other as a result of this Agreement.

**33. Third-Party Service Provider Activities.**

33.1 Customer As a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, who may or may not otherwise be customers of Bank, as well as on Customer's own behalf (hereinafter, when acting in such capacity, referred to as "Customer As Service Provider"). Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any Services in such capacity. Customer agrees that Bank retains the right to reject any request by Customer to engage in Customer As Service Provider activities as well as any transactions initiated by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the Services in the capacity of Customer As Service Provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and conduct transactions with respect to its Accounts through use of any of the Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" in the Agreement will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the Services;

(c) all of the provisions set forth in the Agreement will apply to Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to a Service is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for that Service; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank under this Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

33.2 Customer Engaging a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third-party service provider to act as Customer's agent to use one or more of the Services (hereinafter such third-party to be referred to as "Customer's Third-Party Service Provider"). In such event, all transactions received by Bank

from Customer's Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Customer's Third-Party Service Provider shall be the acts, omissions, and responsibility of Customer and shall be governed by the provisions of this Agreement. Customer agrees, jointly and severally with Customer's Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative, or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Customer's Third-Party Service Provider on behalf of Customer. Customer and Customer's Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or any continuation by Customer's Third-Party Service Provider of any Services on Customer's behalf. Notice of any termination of Customer's Third-Party Service Provider's authority to use one or more of the Services on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any transactions initiated by Customer's Third-Party Service Provider in its sole discretion.

**34. Section Headings.** The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define Customer's or Bank's rights or obligations.

**35. Confidentiality.** In further consideration of the terms of this Agreement, Customer expressly covenants and agrees that, effective as of its execution of this Agreement, Customer will not disclose, nor authorize its agents or attorneys to disclose, directly or indirectly, orally or in writing, spontaneously or in response to inquiries from any entity or person, the terms of this Agreement, and any other document or agreement to which reference is made herein, except pursuant to any order, summons, or other legal process issued by any state or federal court, or any state, federal, municipal, or other governmental agency, or as reasonably necessary to tax advisors, attorneys, accountants, and other professionals, or as necessary to fulfill any contractual undertakings hereunder. Customer expressly recognizes that any unauthorized disclosure of information specified herein, or any threatened disclosure, would cause irreparable injury to Bank which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach of the provisions of Section 35 of this Agreement by Customer, Bank shall be entitled to an injunction restraining and prohibiting Customer from doing so or continuing to do so. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages. The restrictions set forth in this Section 35 shall not apply to information which (i) was, is or becomes public knowledge not in violation of this

Section 35; (ii) is acquired by Customer from a third party lawfully possessing such information; or (iii) is disclosed in testimony, pleadings, or papers filed by Bank in any judicial proceeding. Customer understands and agrees that this Section 35 is a material provision of this Agreement,

that Bank would not have entered into this Agreement without such confidentiality obligations, and that any breach of this Section 35 shall be a material breach of this Agreement.

**IN WITNESS WHEREOF**, Customer has duly caused this Agreement, including all applicable Appendices, to be executed by its Authorized Representative.

Date: June 23, 2026

**TOWN OF HUDSON NH**  
(Customer)

12 SCHOOL ST  
HUDSON NH 03051  
(Address)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Print Name: Dillon Dumont

Title: Chairman, Board of Selectmen

Governmental



## TOWN OF HUDSON

### Finance Department

12 School Street  
Hudson, New Hampshire 03051

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Laurie May, Finance Director  
lmay@hudsonnh.gov · Tel: 603-886-6000 · Fax: 603-881-3944

A handwritten signature in blue ink, appearing to be "L. May", is located in the upper right corner of the page.

To: Board of Selectmen  
Roy E. Sorenson, Town Administrator

From: Laurie May, Finance Director *lem*

Date: June 11, 2026

Re: Fiscal Year 2026 Accrued Time Payouts

***Recommended Motion: "To withdraw up to \$485,000 from the Employee Earned Time Capital Reserve Fund should it be necessary to cover accrued time payouts for Fiscal Year 2026 as recommended by the Finance Director."***

#### **Background:**

This memo is to provide a snapshot of the funds paid out in Fiscal Year 2026 for money expended that is not accounted for in the budget. There were seventy-eight (78) accrued time payouts during December and June. We had fifteen (15) employees leave employment over the past year with a payout of \$148,041.02. In total there were seventy-eight (78) payouts totaling \$479,699.82 that has been booked into the salary and benefit accounts within each department.

I am requesting a withdrawal of up to \$485,000 from the "Employee Earned Time Capital Reserve Fund" which currently has a balance of \$1,269,111.79 (through April). I am not anticipating a withdrawal this large. However, we still have three (3) payroll weeks to cover and a few weeks of Accounts Payable to close out the year.

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

**Town of Hudson, NH**  
**FY26 Accrued Time Buyouts**  
 Summary

Kbrooks 06/17/2026

EE #	Dept	Employee	Month	Vested/ Not		Hours	Hourly Rate	Earnings	Pension	Taxes	Total Cost	Type
				Vested	Not							
1	898	5045 Michael Johnson	Dec	NV		21.74	\$36.92	\$802.64	\$0.00	\$61.40	\$864.04	ET Carryover
2	597	5060 Christina Sweeney	June	NV		30	\$23.50	\$705.00	\$0.00	\$53.93	\$758.93	ET Buyout
3	1112	5060 Mark Stawecki	June	NV		60	\$25.53	\$1,531.80	\$0.00	\$117.18	\$1,648.98	ET Buyout
4	641	5330 Vincent Guarino	Dec	NV		120	\$55.48	\$6,657.06	\$0.00	\$509.27	\$7,166.33	ET Buyout
5	1262	5330 Amanda Bowen	Dec	NV		80	\$44.47	\$3,557.81	\$0.00	\$272.17	\$3,829.98	ET Buyout
6	332	5410 James Michaud	Dec	Vested		40	\$62.80	\$2,511.87	\$320.26	\$192.16	\$3,024.29	ET Buyout
7	332	5410 James Michaud	June	Vested		120	\$62.80	\$7,535.62	\$1,019.57	\$576.47	\$9,131.66	ET Buyout
8	256	5551 Jason Twardowsky	Dec	Vested		80	\$67.66	\$5,412.57	\$690.10	\$414.06	\$6,516.73	ET Buyout
9	256	5551 Jason Twardowsky	June	Vested		80	\$67.66	\$5,412.57	\$690.10	\$414.06	\$5,826.63	ET Buyout
10	788	5551 Cheryl Chartier	Dec	NV		30	\$39.21	\$1,176.30	\$0.00	\$89.99	\$1,266.29	ET Buyout
11	788	5551 Cheryl Chartier	June	NV		20	\$39.21	\$784.20	\$0.00	\$59.99	\$844.19	ET Buyout
12	62	5552 Kevin Hussey	Dec	Vested		80	\$34.73	\$2,778.40	\$354.25	\$212.55	\$3,345.19	ET Buyout
13	62	5552 Kevin Hussey	June	Vested		120	\$34.73	\$4,167.60	\$563.88	\$318.82	\$5,050.30	ET Buyout
14	245	5552 Jeremy Faulkner	July	NV		218.25	\$57.92	\$12,641.83	\$0.00	\$967.10	\$13,608.93	ET Carryover
15	828	5552 Scott Fuller	Oct	NV		125.5	\$39.21	\$4,920.95	\$0.00	\$376.45	\$5,297.40	ET Carryover
16	843	5552 Daniel Clarke Jr.	Sept	NV		89.25	\$45.91	\$4,097.52	\$0.00	\$311.41	\$4,408.93	ET Carryover
17	52	5554 Eric Dionne	Dec	Vested		40	\$57.92	\$2,316.94	\$295.41	\$177.25	\$2,789.60	ET Buyout
18	52	5554 Eric Dionne	June	Vested		100	\$57.92	\$5,792.35	\$738.52	\$443.11	\$6,973.99	ET Buyout
19	1137	5554 Jimmy Jacques	Dec	NV		40	\$31.78	\$1,271.20	\$0.00	\$97.25	\$1,368.45	ET Buyout
20	1211	5554 Thomas Cahill	Feb	NV		38.02	\$30.71	\$1,167.59	\$0.00	\$89.32	\$1,256.91	ET Carryover
21	999	5556 Joshua Edwards	Dec	NV		10	\$44.57	\$445.70	\$0.00	\$34.10	\$479.80	ET Buyout
22	999	5556 Joshua Edwards	June	NV		10	\$45.91	\$459.10	\$0.00	\$35.12	\$494.22	ET Buyout
23	1320	5581 Chris Sullivan	June	NV		141.8464	\$49.18	\$6,976.37	\$0.00	\$533.69	\$7,510.07	Resigned
24	943	5585 Elvis Dhima	Dec	NV		100	\$67.66	\$6,765.72	\$0.00	\$517.58	\$7,283.30	ET Buyout
25	943	5585 Elvis Dhima	June	NV		100	\$67.66	\$6,765.72	\$0.00	\$517.58	\$7,283.30	ET Buyout
26	1221	5585 Donald Kirkland	Dec	NV		40	\$46.95	\$1,878.10	\$0.00	\$143.67	\$2,021.77	ET Buyout
27	1221	5585 Donald Kirkland	June	NV		40	\$46.95	\$1,878.10	\$0.00	\$143.67	\$2,021.77	ET Buyout
28	484	5610 Tad Dionne	Aug	Vested		874.67	\$72.64	\$63,534.03	\$19,663.78	\$923.02	\$84,120.83	Retired
29	46	5615 Daniel Clarke Sr.	July	Vested		118	\$29.30	\$3,457.40	\$440.82	\$264.49	\$4,162.71	ET Carryover
30	46	5615 Daniel Clarke Sr	Dec	Vested		420	\$32.32	\$13,574.40	\$1,730.74	\$1,038.44	\$16,343.58	ET Buyout
31	44	5620 Angela Allen	Dec	Vested		40	\$35.91	\$1,436.40	\$183.14	\$109.88	\$1,729.43	ET Buyout

32	44	5620	Angela Allen	June	Vested	80	\$35.91	\$2,872.80	\$366.28	\$219.77	\$3,458.85	ET Buyout
33	274	5620	Brian Deploye	Dec	Vested	80	\$35.91	\$2,872.80	\$366.28	\$219.77	\$3,458.85	ET Buyout
34	274	5620	Brian Deploye	June	Vested	80	\$35.91	\$2,872.80	\$871.89	\$41.66	\$3,786.35	ET Buyout
35	1210	5620	Matthew Drolet	Dec	NV	95.52	\$29.83	\$2,849.36	\$0.00	\$217.98	\$3,067.34	Resigned
36	1365	5620	Marya Figueroa	March	NV	52	\$27.38	\$1,423.62	\$0.00	\$108.91	\$1,532.53	Resigned
37	1461	5620	Lucy Elerath	Aug	NV	26.68	\$25.05	\$668.33	\$0.00	\$51.13	\$719.46	Resigned
38	284	5630	Patrick Broderick	Dec	NV	80	\$57.31	\$4,585.11	\$0.00	\$66.48	\$4,651.60	ET Buyout
39	284	5630	Patrick Broderick	June	NV	80	\$57.31	\$4,585.11	\$0.00	\$66.48	\$4,651.60	ET Buyout
40	478	5630	Jason Downey	Oct	Vested	71.33	\$45.70	\$3,259.78	\$1,008.90	\$47.27	\$4,315.95	ET Carryover
41	620	5630	Alan Marcotte	Dec	NV	50	\$55.48	\$2,773.78	\$0.00	\$40.22	\$2,813.99	ET Buyout
42	621	5630	Patrick Mcstavik	May	NV	212.32	\$60.51	\$12,847.29	\$3,976.24	\$186.29	\$17,009.81	ET Carryover
43	909	5630	Nathan Glowacki	Dec	NV	120	\$45.70	\$5,484.00	\$0.00	\$79.52	\$5,563.52	ET Buyout
44	909	5630	Nathan Glowacki	June	NV	120	\$45.70	\$5,484.00	\$0.00	\$79.52	\$5,563.52	ET Buyout
45	910	5630	Matthew Topper	Dec	NV	120	\$47.99	\$5,758.20	\$0.00	\$83.49	\$5,841.69	ET Buyout
46	970	5630	Matthew Blazon	Dec	NV	120	\$47.99	\$5,758.20	\$0.00	\$83.49	\$5,841.69	ET Buyout
47	1015	5630	Tyler Merrill	Dec	NV	280	\$48.33	\$13,532.40	\$0.00	\$196.22	\$13,728.62	ET Buyout
48	1030	5630	Jered Neff	June	NV	40	\$45.70	\$1,828.00	\$0.00	\$26.51	\$1,854.51	ET Buyout
49	1167	5630	Cecelia Ortega	Oct	NV	226.95	\$45.00	\$10,212.71	\$0.00	\$148.08	\$10,360.79	Resigned
50	1188	5630	Francis McInnis	Dec	NV	120	\$47.25	\$5,670.00	\$0.00	\$82.22	\$5,752.22	ET Buyout
51	1451	5630	Stephen Sanchez	May	NV	30.07	\$43.58	\$1,310.45	\$0.00	\$19.00	\$1,329.45	Resigned
52	1224	5630	Raymond Lafortune	Dec	NV	40	\$38.37	\$1,534.80	\$0.00	\$22.25	\$1,557.05	ET Buyout
53	1224	5630	Raymond Lafortune	June	NV	40	\$38.37	\$1,534.80	\$0.00	\$22.25	\$1,557.05	ET Buyout
54	568	5650	Jana Mcmillan	Oct	Vested	402.18	\$37.02	\$14,888.31	\$1,898.26	\$1,138.96	\$17,925.53	Retired
55	146	5660	Colleen Jefferson	Dec	NV	120	\$36.95	\$4,434.12	\$0.00	\$339.21	\$4,773.33	ET Buyout
56	146	5660	Colleen Jefferson	June	NV	120	\$36.95	\$4,434.12	\$0.00	\$339.21	\$4,773.33	ET Buyout
57	156	5673	Tracy Carney	Dec	Vested	200	\$35.91	\$7,182.00	\$915.71	\$549.42	\$8,647.13	ET Buyout
58	156	5673	Tracy Carney	June	Vested	120	\$35.91	\$4,309.20	\$549.42	\$329.65	\$5,188.28	ET Buyout
59	64	5710	Scott Tice	Dec	Vested	94.34	\$72.64	\$6,852.65	\$1,997.55	\$524.23	\$9,374.43	ET Carryover
60	219	5710	James Paquette	Dec	Vested	100	\$62.17	\$6,217.31	\$1,812.35	\$90.15	\$8,119.81	ET Buyout
61	1446	5720	Marissa Mcdaniel	Sept	NV	40	\$22.66	\$906.40	\$0.00	\$69.34	\$975.74	Resigned
62	238	5730	Sean Mamone	Dec	Vested	220	\$50.81	\$11,178.60	\$3,258.56	\$162.09	\$14,599.25	ET Buyout
63	432	5730	Martin Conlon	Dec	NV	250	\$48.13	\$12,032.18	\$0.00	\$174.47	\$12,206.64	ET Buyout
64	453	5730	James lappin	Feb	Vested	30.75	\$31.70	\$974.73	\$284.13	\$74.57	\$1,333.43	Resigned
65	705	5730	Benjamin Crane	Dec	NV	100	\$45.38	\$4,538.00	\$0.00	\$65.80	\$4,603.80	ET Buyout
66	781	5730	Sarah Delos Reyes	June	NV	30	\$38.97	\$1,169.10	\$0.00	\$16.95	\$1,186.05	ET Buyout
67	900	5730	Brain Clarenbach	Jan	NV	27	\$39.24	\$1,059.48	\$0.00	\$81.05	\$1,140.53	ET Carryover
68	946	5730	Kyle Levesque	Dec	NV	200	\$52.56	\$10,511.34	\$0.00	\$152.41	\$10,663.75	ET Buyout
69	1117	5730	Eric Hackett	Feb	NV	105.44	\$37.38	\$3,941.35	\$0.00	\$301.51	\$4,242.86	Resigned

70	1117	5730 Eric Hackett	Feb	NV	25	\$37.38	\$934.50	\$0.00	\$71.49	\$1,005.99	Resigned
71	1117	5730 Eric Hackett	Dec	NV	270	\$37.38	\$10,092.60	\$0.00	\$146.34	\$10,238.94	ET Buyout
72	1244	5730 Christopher Pervere	June	NV	100	\$37.11	\$3,711.00	\$0.00	\$53.81	\$3,764.81	ET Buyout
73	1309	5730 Gerald Bourdeau	Feb	NV	130.57	\$37.11	\$4,845.56	\$0.00	\$370.69	\$5,216.25	Resigned
74	38	5740 Steven Dube	May	Vested	176.52	\$41.62	\$7,346.34	\$2,141.46	\$0.00	\$9,487.80	Retired
75	871	5740 David Hebert	Feb	NV	99	\$49.18	\$4,869.09	\$0.00	\$372.49	\$5,241.58	ET Carryover
76	1162	5740 Paula Orendorf	Feb	NV	17.33	\$29.07	\$503.88	\$0.00	\$38.55	\$542.43	Resigned
77	1186	5740 Raymond Abair	Feb	NV	86	\$38.37	\$3,299.42	\$0.00	\$252.41	\$3,551.83	ET Carryover
78	893	5810 Chrissy Peterson	June	NV	80	\$47.04	\$3,763.46	\$0.00	\$287.90	\$4,051.37	ET Buyout
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					8736.2764		\$416,125.93	\$46,137.60	\$18,126.40	\$479,699.82	



## TOWN OF HUDSON

### Finance Department

12 School Street  
Hudson, New Hampshire 03051

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Laurie May, Finance Director  
lmay@hudsonnh.gov · Tel: 603-886-6000 · Fax: 603-881-3944

A handwritten signature in blue ink, appearing to be "L. May", is located in the top right corner of the page.

To: Board of Selectmen  
Roy E. Sorenson, Town Administrator

From: Laurie May, Finance Director *lem*

Date: June 16, 2026

Re: Fiscal Year 2026 Encumbrances

***Recommended Motion: To encumber the not to exceed amount of \$3,619,704.92 for Fiscal Year 2026 as recommended by the Finance Director.***

#### **Background:**

The attached list represents encumbrances recommended by the Town of Hudson Department Directors and Committees for Fiscal Year 2026. I have also included Warrant Articles (lapsing and non-lapsing) for your review and consideration. I have segregated requested encumbrances by fund (General, Sewer, Water, Conservation, etc)

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

**RECEIVED**  
**June 16, 2026**  
**BOS AGENDA**

**Town of Hudson, NH**  
**Fiscal Year 2026 Requested Encumbrances**

Department Account #	Department	Description	Amount	PO#
6216-506	WA10 FY26 Lowell Road & Birch St Intersection Improvements	Remaining Funds	2,553,000.00	
		<b>Subtotal Warrant Articles</b>	<b>2,553,000.00</b>	
	<b>General Fund</b>			
5030-252	Tax Collector, Professional Services	Newfound Title Services LLC, Lien Mortgage Research	4,000.00	TWC26098
5200-249	Legal, Other Labor Issues	Drummond Woodsum & MacMahon, Legal Matter	2,819.40	LEG26023
5200-249	Legal, Other Labor Issues	Drummond Woodsum & MacMahon, Feb Legal Matter	1,292.88	LEG26024
5410-252	Assessing - Prof. Services	George E. Sansoucy Year 5 of 5 Public Utility Valuation Contract	26,100.00	ASR26020
5410-252	Assessing - Prof. Services	George E. Sansoucy Eversource Court Case Valuation	10,000.00	ASR26034
5410-252	Assessing - Prof. Services	George E. Sansoucy Year 5 of 5 Public Utility Assessment Contract	28,000.00	ASR26047
5410-252	Assessing - Prof. Services	George E. Sansoucy Target Flow Center Appraisal Contract	10,000.00	ASR26048
5554-450	PW-Drains, Cap Reserv Fund	Vortex Services LLC, Drain Pipe Repairs	42,300.00	PW26295
5554-450	PW-Drains, Cap Reserv Fund	Vortex Services LLC, Cure In-Place Liner Installation	88,750.00	PW26544
5585-225	Engineering, Engineering Fees	VHB, Inc. Stormwater AMP, CWSRF Grant Application Support	10,000.00	PWADM26006
5585-225	Engineering, Engineering Fees	VHB, Inc. Stormwater AMP, CWSRF Grant Support	5,000.00	PWADM26011
5585-252	Engineering, Prof. Services	VHB, Inc. Stormwater AMP, CWSRF Grant Stormwater AMP	19,800.00	PWADM25027
5615-224	Police Facility, Building Maintenance	Control Technologies, Inc. NH, Replace Air Dampers	1,800.00	
5630-319	Police Patrol, Uniform Purchases	Swendsboe, Neil H., Awards	995.00	POL26340
5630-403	Police Patrol, Small Equipment	Utility Associates, Inc., Data Storage for Body Cams	4,700.00	POL26249
5671-237	Police Suppt Services, Training	FBI-LEEDA - Command Leadership Training Class	1,590.00	POL26278
5671-237	Police Suppt Services, Training	FBI-LEEDA - Command Leadership Training Class	795.00	POL26281
5671-237	Police Suppt Services, Training	FBI-LEEDA - Executive Leadership Training Class	2,385.00	POL26331
5677-411	Police IT, Computer Equipment	Haywood Associates, Tablet	3,780.62	POL26359
5715-224	Fire - Facility, Building Maintenance	Brian Mason Electric - ST2 LED Lights for Apparatus Floor	3,510.00	FIR26632
5715-224	Fire - Facility, Building Maintenance	Nashua Wallpaper & Paint Co., Replacement Cabinets	5,894.00	FIR26634
5715-224	Fire - Facility, Building Maintenance	Air Cleaning Specialists - Plymovent Modifications	12,950.00	FIR26639
5715-224	Fire - Facility, Building Maintenance	John A Skinner, Carpet Cleaning	1,893.60	FIR26641
5715-224	Fire - Facility, Building Maintenance	Nutron OSM, Replace Smokey Bear Sign at ST2	1,190.00	FIR26642
5715-224	Fire - Facility, Building Maintenance	Jolt Electric & Oil Burner Service, Remove & Replace Hood Fan	1,000.00	FIR26643
5715-224	Fire - Facility, Building Maintenance	Gray's Appliance Inc, Replacement Appliances for ST1	3,891.00	FIR26646
5720-319	Fire - Communication, Uniform Purchases	Mach 5 Group - Class A Hardware for FF & Dispatcher	100.00	FIR26630
5720-403	Fire - Fire Communications, Small Equipment	Beltronics - Portable Radios	6,999.60	FIR26592
5730-205	Fire - Suppression, Large Fleet Repairs	W.D. Perkins - T42 Emergency Pump Repair	2,000.00	FIR26394
5730-276	Fire - Suppression, SCBA	Industrial Protection Services - Yearly SCBA FIT Tests	1,305.00	FIR26508
5730-276	Fire - Suppression, SCBA	Industrial Protection Services - SCBA Items	3,699.00	FIR26605
5730-277	Fire - Suppression, PPE	Witmer Public Safety Group - Helmets	1,171.38	FIR26548
5730-277	Fire - Suppression, PPE	Bergeron Protective Clothing, LLC - Replacement Boots	1,860.00	FIR26628
5730-277	Fire - Suppression, PPE	Witmer Public Safety Group, Inc. - Replacement Helmets	1,683.98	FIR26629
5730-319	Fire - Suppression, Uniform Purchases	Simons Uniforms - Uniforms	875.00	FIR26553
5730-319	Fire - Suppression, Uniform Purchases	Simons Uniforms - Uniforms	875.00	FIR26554
5730-319	Fire - Suppression, Uniform Purchases	Simons Uniforms - Uniforms	875.00	FIR26555
5730-319	Fire - Suppression, Uniform Purchases	Simons Uniforms - Uniforms	875.00	FIR26589
5730-319	Fire - Suppression, Uniform Purchases	Simons Uniforms - Uniforms	875.00	FIR26590
5730-319	Fire - Suppression, Uniform Purchases	Simons Uniforms - Uniforms	875.00	FIR26591
5730-319	Fire - Suppression, Uniform Purchases	Mach 5 Group - Class A Hardware for FF & Dispatcher	2,286.96	FIR26630
5730-340	Fire - Suppression, Operating Equipment Replacement	Industrial Protection Services, Inc, Combustable Gas Meters	1,175.00	FIR26645
5740-252	Fire - Inspection Services - Prof Services	Municipal Petst Management Service - Mosquito Services	12,440.00	FIR26511
5940-298	Other Expenses, Contingency	Aurora Business Solutions LLC, Insurance Broker Consultant	7,318.72	GEN26081
6220-225	Town Hall Renovations, Engineering Services	NorthPoint Const Mgmt LLC, Town Hall Building Assessment	44,400.00	BLDG26000
		<b>Subtotal General Fund</b>	<b>386,126.14</b>	
	<b>Sewer Fund</b>			
5562-239	Sewer, Oper/Maint, Sewer Treatment	Nashua Waste Water Sewer Services, Sewage Treatment	282,258.07	SWR26046
5562-252	Sewer, Oper/Maint, Prof Services	Fuss & O'Neill Inc, IPP, NPDES Permit Compliance	9,056.74	SWR26063
		<b>Subtotal Sewer Fund</b>	<b>291,314.81</b>	
	<b>Water Fund</b>			
5593-421	Water - Supply , Merrimack River Crossing (St Gobain)	Weston & Sampson Engin. Inc., Engineering Services	219,814.65	WAT26011
		<b>Subtotal Water Fund</b>	<b>219,814.65</b>	
		<b>Donations</b>		
	4556	Police	31,777.20	
	4557	Fire	25,011.11	
	4558	Recreation	22,046.77	
	4559	Benson	20,595.90	
	4559	Benson 911 Monument	716.26	
	4559	Hudson Economic Development	651.28	
	4559	9 Industrial Drive Pickleball Court	33,346.29	
	4559	Town Poor	11,475.00	
	4559	Senior Center	1,125.00	
	4560	Conservation Commission	17,499.11	
	4535-35	Hudson Senior Council of Aging	5,205.40	
		<b>Subtotal Donations</b>	<b>169,449.32</b>	
		<b>Total Actual Encumbrances</b>	<b>3,619,704.92</b>	





# TOWN OF HUDSON NH

## TOWN ADMINISTRATOR REPORT

Board of Selectmen: June 23, 2026

# SPECIAL OLYMPICS



Summer Games Torch Run  
June 9<sup>th</sup> – 6-mile run  
Salem-Derry-Londonderry-Hudson



# HUDSON POLICE

PARTNERS WITH THE COMMUNITY



## MONTHLY REPORT

### MAY 2026



**CALLS FOR SERVICE: 2610**



### COMMUNITY CALLS

	Motor Vehicle Complaints	48
	Alarms	22
	Suspicious Activity	20
	Assist a Citizen	39
	Welfare Checks	88
	Mental Health	52



### ENFORCEMENT ACTIVITY

	Motor Vehicle Stops	767
	Arrests	77
	Drug Arrest	6



**REPORTS TAKEN: 241**

	Accidents	41
	Thefts	62
	Assaults	43
	Criminal Threatening	10
	Criminal Mischief	11



# KNOW BEFORE YOU RIDE

Hudson Police Department Guide to E-Bikes, Scooters, Dirt Bikes & Mobility Devices

Questions?  
Hudson PD  
(603) 886-6011



### THE GOLDEN RULE

**No pedals = not a bicycle.**

In New Hampshire, an e-bike must have working pedals, a motor no larger than 750 watts, and a max speed of 28 mph or less. If it does not meet all 3 requirements, it is treated as a motor vehicle and may require registration and a driver's license for public roads.



WORKING PEDALS



MOTOR 750W OR LESS



MAX SPEED 28 MPH OR LESS

### WHAT ARE YOU RIDING?



#### TRADITIONAL BICYCLE

Pedal-powered only. Bicycle laws apply. No registration needed.



#### E-BIKE (750W OR LESS)

Has pedals and electric motor 750W or less. Follows bicycle laws. No registration needed.



#### E-BIKE (OVER 750W)

Treated as a motor vehicle. License and registration required. OHRV rules may apply.



#### E-SCOOTER

No pedals. Treated as a motor vehicle. License and registration required. No sidewalks.



#### DIRT BIKE / GAS BIKE

OHRV use only. Trails or private land with permission. No public roads.



#### MOBILITY SCOOTER

Assistive device for seniors/disabled users. Use sidewalks and crosswalks. Treated like a pedestrian.

### E-BIKE CLASSES

#### CLASS 1



Pedal-assist only, no throttle.

- Max 20 mph
- Any age
- Helmet required if under 16

#### CLASS 2



Throttle allowed.

- Max 20 mph
- Any age
- Helmet required if under 16

#### CLASS 3



Pedal-assist only. Speedometer required.

- Max 28 mph
- Rider must be 16+
- Helmet required if under 18
- May be restricted from some shared-use paths

### AGE & HELMET RULES



TRADITIONAL BICYCLE

ANY AGE



Helmet required if under 16



E-BIKE CLASS 1 & 2

ANY AGE



Helmet required if under 16



E-BIKE CLASS 3

MUST BE 16+



Helmet required if under 18



E-BIKE OVER 750W / E-SCOOTER

DRIVER'S LICENSE REQUIRED



Helmet always required



DIRT BIKE / OHRV

FOLLOW OHRV AGE RULES



Helmet always required



MOBILITY SCOOTER

MEDICAL USE / N/A



Helmet not required

### HUDSON RULES YOU NEED TO KNOW



No bicycles or e-bikes on sidewalks in Hudson.

E-scooters are also not allowed on sidewalks because they are treated as motor vehicles.



Dirt bikes and OHRVs are not allowed on Hudson roads.

Operation is allowed only on privately owned land with the owner's permission. OHRV trails in Hudson, riding on roads, rail trails, or mountain bike paths is illegal.

### POSSIBLE VIOLATIONS & FINES

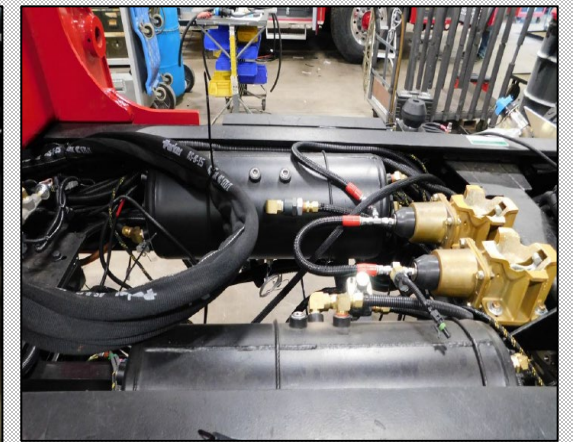
- Unregistered Motor Vehicle — RSA 261:40
- Unlicensed Operation — RSA 263:1
- Reckless Operation — RSA 265:79
- OHRV Violations — Fines starting at \$120 plus towing



**RIDE SMART. RIDE SAFE. KNOW THE RULES.**

Resources: [nh.gov/glance/laws-rules](http://nh.gov/glance/laws-rules) • [dmv.nh.gov](http://dmv.nh.gov) • [wildlife.nh.gov](http://wildlife.nh.gov) • [hudsonnh.gov/police](http://hudsonnh.gov/police)

# HUDSON FIRE – TOWER 2



# PUBLIC WORKS

## George Street Drain Lining Repair



# RECREATION

HUDSON RECREATION DEPARTMENT'S

# FALL SOCCER

REGISTRATION ENDS IN

# 2 DAYS

STOP PUTTING IT OFF...  
EVEN PROCRASTINATORS  
CAN'T DRIBBLE OUT  
THE CLOCK!



TIME IS ALMOST UP!

» [WWW.HUDSONNH.GOV/RECREATION](http://WWW.HUDSONNH.GOV/RECREATION) «

DON'T MISS YOUR SHOT! ⚽ SIGN UP TODAY!

# TENNIS

in the PARKS

BROUGHT TO YOU BY



WE HAVE LIMITED SPOTS OPEN  
★ FOR OUR ★

## 1ST-2ND GRADE

### JULY TENNIS SESSION

ACT NOW!

- LEARN NEW SKILLS
- MAKE FRIENDS
- HAVE FUN & STAY ACTIVE!

» [WWW.HUDSONNH.GOV/RECREATION](http://WWW.HUDSONNH.GOV/RECREATION) «

Hudson Recreation Department's Senior Center



# Car Show!



» [WWW.HUDSONNH.GOV/RECREATION](http://WWW.HUDSONNH.GOV/RECREATION) «

# RFQ 2026-02 WORKING GROUP

## **Our current finance software is antiquated.**

The Board of Selectmen (BOS) have organized an RFQ 2026-02 Municipal Financial Software Working Group to explore software options that best fit the needs for Hudson and which are user friendly and readily implemented. The group has been tasked with producing a proposal back to the BOS (October 13<sup>th</sup>) for consideration in time for the FY2028 Town Warrant.

This procurement represents a strategic investment in technology intended to improve operational efficiency, strengthen financial controls, enhance reporting capabilities, and increase transparency throughout municipal operations. Current objectives include consolidating financial and operational processes, reducing manual workflows, eliminating duplicate data entry, improving access to information, and providing staff with modern tools that support informed decision-making.

# JUNE RECOGNITION

## Honoring Those Who Serve Our Community

Public service encompasses activities and roles dedicated to supporting communities, serving others, and protecting public rights and interests.

EMPLOYEE	DEPARTMENT	YEARS
PAMELA L BISBING	TOWN CLERK/TAX COLLECTOR	27
BARBARA H O'BRIEN	SEWER	15
JON H DEMANCHE	PUBLIC WORKS	13
MICHAEL SITEMAN	PUBLIC WORKS	12
FRANCIS X MCINNIS III	POLICE	6
KENNETH D BALLOU	FIRE	3
KIMBERLEY S BROOKS	FINANCE	3
GABRIEL T BURGESS-LABONTE	FIRE	3
COLIN T MURPHY	FIRE	3
RYAN M RICHARD	FIRE	2
DANIEL M TANNER	FIRE	2
ROSARIO PARISI	PUBLIC WORKS	1



TOWN HALL  
Closed July 3rd

*HAPPY*  
*4<sup>th</sup> of July*

*CELEBRATING*

★ 250 ★

*YEARS OF FREEDOM*



# HISTORY SNIPPET



Shortly before midnight on April 18, 1775 a detachment of 800 British troops began their march from Boston to Lexington and Concord. The word of the impending battle was immediately sent by mounted messengers throughout the country; including the Merrimack Valley and Nottingham West, a distance of about 40 miles. Tradition says the news reached Nottingham West before noon of April 19 and mounted messengers again sent the word out to the various sections of our town. The message and the response was so quick that by that very same afternoon, 65 men equipped for war with muskets and ammunition had gathered at the Hudson Center Common ready to march to Lexington. These men were organized under the command of Captain Samuel Greeley and awaited his orders. The old military records are lost or destroyed but we do have the muster roll of this company of 65 men – all from Nottingham West. These men left for Lexington on the evening of April 19.

Before reaching their destination, they were met by a courier who informed them of the retreat of the enemy. The command returned to Nottingham West. After this, many of these men enlisted in the army at Cambridge and at least 16 of them later fought at Bunker Hill in June of the same year.

*-remember hudsonnh when*