

CJG1



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

5L

January 30, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to amend the grant agreement with the Town of Hudson (177415-B001), 12 School St., Hudson, NH 03051 to update their Hazard Mitigation Plan (HMP). This amendment will change the completion date from October 29, 2026 to May 2, 2026. This grant was initially approved by Governor and Council on April 10, 2024, item #87. Effective upon Governor and Council approval. Funding source: 100% Federal Funds. No additional funds are being requested.

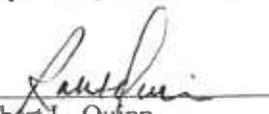
### EXPLANATION

This request for a change in completion date is needed due to an incorrect date listed on the initial agreement. It was agreed that a change to May 2, 2026, approved through Governor and Council, would be necessary in order to update their HMP. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA), and it was determined that the date change will not affect Federal Funding.

Hazard Mitigation Grant Program (HMGP) is 90% Federally funded by FEMA with a 10% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

**Federal Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000035**

**Federal Awarding Agency: Federal Emergency Management Agency (FEMA)**

**Assistance Listings: 97.039**

**Applicant's Unique Entity Identifier (UEI): T89AADPFR3R3**

**Grant Agreement Amendment**

**Extension or Change of Period of Performance**

Town of Hudson (Sub-Recipient)

It is hereby agreed that the grant agreement (PO#1099500) approved by the Governor and Executive Council on April 10, 2024, Item #87 between the Town of Hudson as "Sub-recipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for upgrades to the community's Local Hazard Mitigation Plan is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from October 29, 2026 to May 2, 2026

2. EXHIBIT B, Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions, Number 1;

Delete item three (3) in its entirety and replace with:

"The Subrecipient" agrees that the period of performance ends on May 2, 2026 and by that date the aforementioned hazard mitigation plan must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by June 2, 2026, thirty (30) days after the period of performance ends.

3. Exhibit C, Grant Amount and Payment Schedule, Number 2, section b

Change task completed schedule from:

Sub-Recipient Initials: 1.) [Handwritten Signature] 2.) [Handwritten Signature] 3.) [Blank Box] Date: 5/14/2025

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status	15%
Task 6. Submit Adopted Plan and receive Formal Approval	5%

To:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process <ul style="list-style-type: none"> <li>Grant Award and Contracting</li> <li>Select and Hire a Vendor</li> <li>Convene a Local Hazard Mitigation Planning Committee</li> </ul>	20%
Task 2. Conduct a Hazard Identification and Risk Assessment <ul style="list-style-type: none"> <li>Revisit the Hazard Profiles</li> <li>Facility Inventory</li> <li>Vulnerability Assessment</li> </ul>	20%
Task 3. Identify Mitigation Actions <ul style="list-style-type: none"> <li>Mitigation Goals</li> </ul>	20%
Task 4. Prioritize Mitigation Actions <ul style="list-style-type: none"> <li>Mitigation Actions</li> </ul>	20%
Task 5. Submit completed plan for review, revisions, and receive APA status <ul style="list-style-type: none"> <li>Plan Review, Evaluation, and Implementation</li> <li>Plan Maintenance</li> <li>Public Review of Draft</li> </ul>	15%
Task 6. Submit Adopted Plan and receive Formal Approval <ul style="list-style-type: none"> <li>Review and Approval</li> </ul>	5%

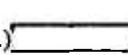
4. All other provisions of the grant agreement, approved by the Governor and Council on April 10, 2024 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor & Council. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

Sub-Recipient Initials:

1.) 

2.) 

3.) 

Date: 5/14/2025

Town of Hudson (Sub-Recipient)

By (signature): [Signature]

By (signature): [Signature]

Print Name: Robert J. Cascardi

Print Name: Dillon Dorment

Title: Chair, Hudson BOS

Title: Vice-Chair

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

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

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

Approval by State of New Hampshire, acting through its Department of Safety:

By (signature): [Signature]  
Director of Administration

Approval by State of New Hampshire Attorney General:

By (signature): [Signature]  
Asst. Attorney General

Sub-Recipient Initials: 1.) [Initials] 2.) [Initials] 3.) \_\_\_\_\_

Date: 1/14/2025

Approval by State of New Hampshire Governor & Council / Secretary of State:

By (signature): \_\_\_\_\_

Governor & Council / Secretary of State

Sub-Recipient Initials: 1.) GA 2.) SS

3.) \_\_\_\_\_

Date: 1/14/2025



# TOWN OF HUDSON

## FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



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

Scott J. Tice  
Chief of Department

**RECEIVED**

JAN 09 2023

TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Bob Guessferd  
Chairman, Board of Selectmen

FR: Scott Tice  
Fire Chief

DT: January 7, 2025

RE: January 14, 2025 BOS Public Agenda - Hazard Mitigation Grant Program (HMGP)

Please place the following on the above indicated agenda for the Fire Department.

At the March 30, 2023 Board of Selectmen's meeting, the Board approved the following motion: "To authorize the Fire Chief to accept the Hazard Mitigation Grant Program in the amount of \$16,667.00".

This includes a federal share of \$15,000.30 and a 10% local match commitment of \$1,666.70 which will update our community's local hazard mitigation plan.

We were notified on December 31, 2024 by the NH Department of Safety that the original grant agreement that was signed by the Town of Hudson to update our hazard mitigation plan under 4516 Hazard Mitigation Grant Program (HMGP) had an incorrect date in the period of performance section. The correct period of performance end date should be May 2, 2026.

Due to feedback the NH Department of Safety received, they have also updated the payment schedule listed in Exhibit C of the grant agreement to align more with the tasks listed in Exhibit B.

Due to the fact that there is a change with the original grant agreement the enclosed amendment paperwork must be completed, returned and approved by the State Business Office/Governor & Council before the period of performance extension is granted for the Town of Hudson's hazard mitigation plan update project.

The document is attached and will require new signatures where indicated.

The following motion will be appropriate as required as part of this grant:

**Motion #1**

**"The Board of Selectmen in a majority vote, accepts the terms of the Hazard Mitigation Grant Program (HMGP) amendment as presented, to reflect the change of Period of Performance dates from October 29, 2026 to May 2, 2026. In addition, Chairman Robert Guessferd is authorized to sign all documents related to the grant".**

*Selectman Dumont made a motion seconded by Selectman Roy, for the Board of Selectmen in a majority vote, accepts the terms of the Hazard Mitigation Grant Program (HMGP) amendment as presented, to reflect the change of Period of Performance dates from October 29, 2026 to May 2, 2026. In addition, Chairman Robert Guessferd is authorized to sign all documents related to the grant. motion carried, 4-0.*



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town of Hudson 12 School Street Hudson, NH 03051		<b>Member Number:</b> 206	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 1/23/2025    mpurcell@nhprimex.org
State of New Hampshire - Department of Safety Homeland Security & Emergency Management 33 Hazen Dr. Concord, NH 03305			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-3833 fax



State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

March 7, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

G&C 87  
04-10-2024

Approved

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Hudson (VC# 177415-B001), for a total amount of \$15,000.30 to update their Hazard Mitigation Plan. Effective upon Governor and Council approval through October 29, 2026. 100% Federal Funds.

Funding is available in the SFY 2024 operating budget as follows:

02-23-23-236010-29200000 - Dept. of Safety - HSEM - HMGP	<u>SFY 2024</u>
072-500574 Grants to Local Gov't - Federal	\$15,000.30
Activity Code: 23DR4516HM	

EXPLANATION

The purpose of this grant is for the Town of Hudson to update their Hazard Mitigation Plan. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM from the Federal Emergency Management Agency (FEMA). HMGP provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to States that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning, and the implementation of projects identified through the evaluation of natural hazards.

HMGP is 90% Federally funded by FEMA with a 10% match requirement by the subrecipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

If HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Sub-Recipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**I. IDENTIFICATION AND DEFINITIONS**

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name Town of Hudson (177415-B001)		1.4. Sub-Recipient Address 12 School St, Hudson, NH, 03051	
1.5. <del>Sub-Recipient Name</del> 603-886-6034	1.6. Account Number AU#29200000	1.7. Completion Date 10/29/2026	1.8. Grant Limitation \$15,000.30
1.9. Grant Officer for State Agency Virginia Clabby, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4310	
*By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 38:95-b.*			
1.11. <del>Sub-Recipient Signature</del>		1.12. Name & Title of Sub-Recipient Signor(s) David Morin - Selectman	
<del>Sub-Recipient Signature</del>		Name & Title of Sub-Recipient Signor(s) Kara Roy - Selectman	
<del>Sub-Recipient Signature</del>		Name & Title of Sub-Recipient Signor(s) Dillon Diamond - Selectman	
1.13. State Agency Signature(s) By: 		1.14. Name & Title of State Agency Signor(s) On: 3/18/24 Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable): By: _____ Director, On: 1/1			
1.16. Approval by Attorney General (Form, Substance and Execution), (if G & C approval required): By:  Assistant Attorney General, On: 3/18/24			
1.17. Approval by Governor and Council (if applicable): By: _____ On: 1/1			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

~~Sub-Recipient Name~~ 1. ~~CONCERN~~ 2. ~~REPAIR~~

3. ~~REPAIR~~ Date: 3/26/24

**3. EFFECTIVE DATE/COMPLETION OF SERVICES:**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT:**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT:**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY:**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL:**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES:**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder, and/or:

Sub-Recipient Initials: 1) J.M. 2) K.R. 3) D.D. Date: 2-20-24

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity or both.

8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video

recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor; or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor or subcontractors, including, but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13, shall survive the termination of this Agreement.

**14. INSURANCE**

Sub-Recipient Initials: 1) DWT 2) EKR

3) DDD Date: 2-26-24

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies, and warrants that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A, and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4 herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of

the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Sub-Recipient Initials: 1) JDM

2) KR

1) JDM

Date: 2-26-24

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Sub-Recipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Sub-Recipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Sub-Recipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Sub-Recipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Sub-Recipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Sub-Recipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Sub-Recipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Sub-Recipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

5. The "Sub-Recipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

Sub-Recipient Initials: 1) DM

2) RR

3) DD

Date: 2-27-24

Page 5 of 7

**EXHIBIT B**

**Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions**

**1. SCOPE OF WORK**

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Hudson (hereinafter referred to as "the Sub-Recipient") \$15,000.30 within the 4516 Hazard Mitigation Grant Program (HMGP).

"The Sub-Recipient" shall utilize the above referenced funding to update the hazard mitigation plans for the Town of Hudson in accordance with 44 CFR Part 201.

"The Sub-Recipient" agrees that the period of performance ends on October 29, 2026 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by November 29, 2026, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by November 29, 2026.

**2. PROJECT TASKS AND DELIVERABLES - NEW LOCAL HAZARD MITIGATION PLAN**

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, "the Sub-Recipient" is required to develop/update the community's local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

The Town/City, NH will prepare a Local Hazard Mitigation Plan Update in accordance with FEMA guidelines for Hazard Mitigation Planning. The Town/City may be assisted by a vendor of their choice for this scope of work. The Town/City's updated plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires.

The planning process will include the following actions and elements:

**Task 1-3**

**1. Grant Award and Contracting:**

The community will procure services to facilitate this planning process update

- Official Notification of Award
- Provide Contractor Selection to NH HSEM
- Execute a contract

**2. Select and Hire a Vendor:**

Sub-Recipient Initials: 1) TDH

2) KR

3) TDH

Date: 2-26-24

The vendor will document the process used to develop the updated plan, including but not limited to:

- How the plan update was prepared
- Who was involved in this process
- How the public was involved (i.e., Community outreach, local planning team participation)

**3. Convene a local Hazard Mitigation Planning Committee:**

The Town/City will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. This team will serve as a liaison to the vendor and assist in the plan update by providing access to relevant local data, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor's facilitation and technical assistance, the Town/City Hazard Mitigation Planning Team will:

- Develop a mission statement
- Assign roles and responsibilities
- Develop a specific timeline for planning activities
- Hold a minimum of two community public meetings during the planning process update; one during the production of the plan update, and one during the review of the draft plan update.
- Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO's, and residents
- Conduct local outreach to stakeholders through postings on the municipal web site, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.
- Provide input regarding the feasibility and prioritization of mitigation measures
- Review the draft plan update and its goals and proposed mitigation projects
- Oversee the implementation, maintenance and updating of the plan update

**Task 4. Revisit the Hazard Profiles for each Hazard that impacts the community:**

- Using the best available existing data, the vendor will update a map of areas affected by multiple natural hazards for the Town/City. A set of hazard maps will be included within the updated Hazard Mitigation plan, and GIS files will be made available to the Town/City for integration with their other community plans. These maps will be the basis for the communities known hazards. The hazard identification update will include an assessment of the community's risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA's HAZUS-MH, as well as a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- The Town/City will update the description and prioritization of the natural hazards that have occurred within the community since the last plan update.

Sub-Recipient Initials:

1) MM

2) RR

3) DD

Date: 2-26-24

Page 7 of 7

**Task 5. Facility Inventory:**

The Town/City will prepare an updated inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. This data may be used to develop updated GIS maps of the following items:

- Critical facilities, including the following, if they exist in the community:
  - Emergency operations centers
  - City or town offices
  - Water and wastewater treatment plants
  - Sewage pumping stations
  - Police or fire stations
  - Schools
  - Hospitals
  - Day-care facilities
  - Public works garages
  - Nursing homes/elderly housing
  - Emergency shelters
- Economic Drivers:
  - Large Businesses
  - Large Employers
  - Historical or Cultural sites
- All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided, upon request to, the community by the State NFIP Coordinator.
- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

**Task 6. Vulnerability:**

Based on the previous information from Task 5, the Town/City will update the overview of each of the specific hazards and the community's vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

**Task 7. Mitigation Goals:**

Sub-Recipient Initials: 1) DM

2) KR

3) DD

Date: 2-26-24

The Town/City, with vendor support, will update the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Review mitigation actions in the previous plan and identify progress implementing those actions (include current status along with reasons why there may have been little or no progress).
- Describe how the community's priorities have changed since the previous Hazard Mitigation Plan.
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Update a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
  - o GOAL: Increase coordination between Federal, state, municipal, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
  - o OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and municipalities that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

#### **Task 8: Actions**

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g., seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
  - o An analysis of proposed mitigation projects focused on several key areas, including, but not limited to economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
  - o Coordination with relevant Federal and state agencies for input and technical assistance.
- Revise and update the mitigation action plan.
- Identify integration opportunities throughout the community, as well as, how the data and information from the previous plan was integrated into other mechanisms over the last five years.

#### **Task 9: Plan Review, Evaluation, and Implementation**

In order to continue to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of any new hazard or risk information.

- The plan must describe changes in development that have occurred in hazard prone areas and increased or decreased the vulnerability of each jurisdiction since the last plan was approved.

Sub-Recipient/Initials: 1.) DM

2.) YR

3.) DD

Date: 2-26-21

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- The plan must describe the status of the hazard mitigation actions in the previous plan by identifying those that have been completed or not completed. For actions that have not been completed, the plan must either describe whether the action is no longer relevant or be included as part of the updated action plan.
- The plan must describe if and how any priorities changed since the plan was previously approved. If no changes in priorities are necessary, plan updates may validate the information in the previously approved plan.

**Task 10. Maintenance:**

- The Town/City in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist the Town/City in the implementation and incorporation of the plan's goals into other local planning processes, such as a Comprehensive Plan, or other local by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every five years.

**Task 11. Public Review of Draft:**

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan.

**Task 12. Review and Approval:**

- Submit the plan update to NH HSEM/FEMA for review; revised based on NH HSEM/FEMA comments; submit revised plan update for approval pending adoption.
- When APA is received, the plan update will be brought before the City Council or Board of Selectmen in the community for adoption.
- Send the final adopted plan update to NH HSEM/FEMA. Receive approval by FEMA.
- Non-regulatory Grant Closeout

**3. PROJECT REVIEW AND CONDITIONS:**

The Sub-Recipient shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed.

The Sub-Recipient agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Sub-Recipient shall obtain community adoption of the plan no later than twelve months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

The Sub-Recipient further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

Sub-Recipient Initials: 1) DM

2) VR

3) DD

Date: 2-26-24

"The Sub-Recipient" agrees to provide copies of the formally approved plans to HSEM in electronic format upon receipt of the Federal Emergency Management Agency's approval letter.

"The Sub-Recipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"The Sub-Recipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM's closeout letter. In these records, "the Sub-Recipient" shall maintain documentation of the 10% cost share required by this grant.

Sub-Recipient Initials: 1) DDA

2) JK

3) DD

Date: 2-26-24

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**EXHIBIT C**

**Grant Amount and Payment Schedule:**

**1. GRANT AMOUNT**

	<b>Sub-Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Share)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	<b>\$1,666.70</b>	<b>\$15,000.30</b>	<b>\$16,667.00</b>
<b>Project Cost is 90% Federal Funds, 10% Applicant Share</b>			
<b>Awarding Agency: Federal Emergency Management Agency (FEMA)</b>			
<b>Award Title &amp; #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000035</b>			
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 97.039</b>			
<b>Applicant's Unique Entity Identifier (UEI): T89AADPFR3R3</b>			

**2. PAYMENT SCHEDULE**

a. The Sub-Recipient agrees the total payment by the State under this grant agreement shall be up to \$15,000.30 and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Hudson	\$15,000.30	\$1,666.70

Nothing in this allocation shall affect the Sub-Recipient's obligation to maintain financial records including documentation of the 10% cost share required by this grant.

b. All services shall be performed to the satisfaction of the State before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit A:

Task Completed	% of Individual Plan Cost to be Billed
Task 1: Document the Planning Process	20%
Task 2: Conduct a Hazard Identification and Risk Assessment	20%
Task 3: Identify Mitigation Actions	20%
Task 4: Prioritize Mitigation Actions	20%
Task 5: Submit completed plan for review, revisions, and receive APA status	15%
Task 6: Submit Adopted Plan and receive Formal Approval	5%

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 5, 2021, to the identified completion date (block 1.7):

Sub-Recipient Initials: 1) EDM

2) KR

3) DD

Date 2-26-24

## HUDSON, NH BOARD OF SELECTMEN

### Minutes of the April 11, 2023 Meeting

1. **CALL TO ORDER** - by Chairman Roy the meeting of April 11, 2023 at 7:00 pm in the Selectmen Meeting Room of Town Hall.

2. **PLEDGE OF ALLEGIANCE** - led by Richard Weissgarber, resident

3. **ATTENDANCE**

**Board of Selectmen:**

Bob Guessferd, Dillon Dumont, Marilyn McGrath, Dave Morin, Kara Roy

**Staff/Others:**

Town Administrator Steve Malizia, Town Engineer Elvis Dhima, Town Planner Brian Groth, Fire Chief Scott Tice, Police Chief Tad Dionne, School Board Liaison Gary Gasdia, Sustainability Member Craig Putnam

4. **PUBLIC INPUT**

Heidi Jakoby, 94 Gowing Road

Heidi Jakoby began My name is Heidi Jakoby and I live at 94 Gowing Road. Congratulations to David Morin and Dillon Dumont for being elected to the Board of Selectmen. My hope is this new Board of Selectmen will listen carefully to the citizens of Hudson. I hope they will be respectful and welcoming of all citizen input. When citizens bring questions and issues before this Board I urge you all to immediately make a motion for it to be added to the next agenda as New Business. These questions and concerns need to be memorialized on the agenda. They can be tabled and moved but should never be forgotten or removed from an agenda until answered or addressed. We are one community where there are no sides. One community which needs one united vision, one plan and one mission. I want to uplift all the citizens who voted in opposition to Selectman Morin and Selectman Dumont. I want to remind this Board that more votes were casted in opposition to these two candidates than in support of each one. Selectman Morin, Selectman Dumont, Selectman McGrath, Selectman Guessferd and Selectman Roy it is your responsibility to represent everyone in our community. It is the responsibility of this Board to act professionally and respectfully of every member of this community. It is the Board's responsibility to lead, to set the tone from the top. It is unfortunate that when I went over to congratulate Selectman Morin last evening he chose to tell me that quote your people need to move on end quote. Let me remind you Selectman Morin that my people are your people as well. We are one community. At the recount last evening Selectman McGrath was disrespectful and unprofessional towards me and I am asking for a public apology as no citizen of Hudson deserves to be disrespected in the manner I was last evening.

As this Board knows I have requested an itemized list of costs associated with the recount as I will cover the entire cost of the recount. Within the email I sent earlier to the Board of Selectmen, Town Clerk and Moderator I had asked for the following, please consider adding a section to the election information you give each candidate and published on the Town website to 1) explain the cost of a candidate recount and who can requested it, 2) explain the cost of a warrant article recount and who can request it, 3) place the answers to these questions under a frequently asked question section for every election and 4) inform each

candidate by email of the official results of the election once completed and include the recount process and cost. I appreciate your commitment to serving the people of Hudson, New Hampshire but there needs to be more transparency and respect for all citizens of our community. Thank you.

Mrs. Jakoby got up to leave and Selectman Morin said oh, no, no. Sit down. I'm sure we got a couple questions for you. Chairman Roy addressed Mrs. Jakoby saying, that it's up to you; to which Mrs. Jakoby responded, I choose not to.

Chairman Roy asked is there anyone else for Public Input. Seeing no-one, public input was closed at 7:05 pm.

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

### **A. Nominations**

- 01) Sustainability Committee - (2 member vacancies expiring 04/26, 2 member vacancies expiring 04/24, 1 member vacancy expiring 04/25, 1 alternate member vacancy expiring 04/25, 1 alternate member vacancy expiring 4/26)

Christopher Thatcher

Christopher Thatcher stated my name is Chris Thatcher. I live at 15 Parkhurst Drive in Hudson, obviously. I've lived here I think somewhere around nine years. Whenever we had the big ice storm come through and knocked all the trees down. I have three kids all under seven so my wife is eager for me to come home and help with them. I currently work for a company called TESCO Associates. It's in Tyngsboro, Massachusetts. It's a family company that my father started. We manufacture bio-medical devices in [inaudible] currently. In the past I worked for social service agencies in disaster response and in emergency response as a voluntary organization liaising with FEMA or other nonprofits and other organizations across New England to respond to disasters and unmet needs. So as far as how is that relevant to this. I just feel having sat on a lot of different committees for those meetings in disastrous response meetings probably gave me a more insight as to do something useful.

Chairman Roy asked does any member of the Board have any questions for Mr. Thatcher. Chairman Roy recognized Selectman Morin. Selectman Morin stated we are a multi-million-dollar entity. Correct. The Town as a whole. That you're applying for one of the positions to be at. Mr. Thatcher replied ah, yes. Selectman Morin continued okay. So do you think it is important that we pick the best people to represent as Mrs. Jakoby just said everybody in Town so it's going to be fair and just across the board. Mr. Thatcher responded I'm not sure what you're asking. Selectman Morin reiterated do you feel it is important that when a decision is made to put someone on a board that we pick somebody that we can rely on to be fair and just to everybody in the Town. Mr. Thatcher answered I would generally agree with that. Selectman Morin inquired and you think because of what the Town is and the entity that we are and what the job is that we all do here, that this is basically a job interview and then questions should be asked to be sure we are getting the right applicant. Mr. Thatcher answered yes, I would say your job is to ask me questions pertaining to my application to the Sustainability Committee, yes. Selectman Morin added because it's important. Mr. Thatcher agreed yes because it's important to know who you bring onboard and where they're coming from, yes.

Selectman Morin then asked so why do you want the position. Mr. Thatcher answered personally I read up a lot on the energy aggregate program proposed during the elections. I found it somewhat interesting and I had a lot of discussions with my friends who live in Pepperell who are also starting to look at the energy aggregate program. With my parents who live in Chelmsford who are partaking in an energy

aggregate program in Chelmsford. And I found the information interesting enough that I wanted to participate and try to understand more of that. And upon discussing my interest with Debra Putnam and Ed Thompson who is also on the committee, they expressed it would be fun to have, in the loose sense, not in the disrespectful sense, it would be nice to have someone else come on board to go through that process with them and learn through it. I also have a very strong interest just in general in sustainability recycling programs. And to be honest the Sustainability Committee is a, I don't mean to be disrespectful to anything, so please don't take this the wrong way, it is a lower-keyed committee in my opinion. I and as far as commitment-wise I looked at the committees I could volunteer for in the Town and made the decision based on the requirements that I was given to understand and what I would be asked to do for the Sustainability Committee, I felt my time and commitment could be better served on that committee as opposed to applying for one that had required more time or material to review, that honestly I did not have the time to commit to.

Selectman Morin stated okay you're very active on several social media platforms. And you're very opinionated. So give me your opinion on what your job is and how the Town should run this because I have a pretty good idea where you're coming from. But why don't you say it to everybody. Mr. Thatcher replied I'm not necessarily understanding what you're asking. Selectman Morin reiterated you have your very strong opinions on several social media platforms. Correct. You have commented numerous times. Mr. Thatcher said regarding. Selectman Morin replied that's what I'm asking on the Town, what's going on in Town and things to that nature. Mr. Thatcher stated I would like to better understand why that is relevant to the Sustainability. Selectman Morin interrupted because you're going to serve on the Board, and going to serve the people, as we just heard, we got to be fair and represent everybody so I just want to make sure that's what you're going to do. So that's why I'm asking you. Mr. Thatcher stated I am on social media like many of the people in this room. And I am putting opinions out there. I cannot speak to which opinions you're referring to without actually seeing which ones you're referring to. With that said I don't believe based on anything that I remember putting out there for social media purposes, there was anything put out there that was misleading, disrespectful or of a nature that would disqualify me from serving on this committee. Selectman Morin then said okay then that's what I wanted to know.

Selectman Morin then said where we're having this power aggregation program and we may run into some legal issues coming down the road. We have a Town Attorney. What is your opinion on the usefulness of what we do with the Town Attorney? Mr. Thatcher replied I think it is important that the Town Attorney provides his input on whatever information we put together through the Sustainability Committee. I think like in any business, especially in our business, we look to our attorneys to provide us legal advice on what the situation is and what their opinion is and to weigh that with the information we have. Selectman Morin asked so you would follow the attorneys advise. Mr. Thatcher answered if I felt it was in the best interest of what we were doing. Selectman Morin then asked have you ever brought any law suits against the Town? Mr. Thatcher answered I'm not sure what that has to do with it. Selectman Morin reiterated because again we have to be fair. We have the right to know and we all have the right to know if you brought any law suits against the Town. That you've got to get that out to the public. Mr. Thatcher responded I don't see that is anything to do with this application to this committee. Selectman Morin stated it has nothing to do with the application, it has to do with you representing the people of this Town.

Chairman Roy interjected we are talking about this application, Selectman Morin. Selectman Morin responded but this applicant if he is going to be a member of a committee we need to have, the people have the right to know if he brought a law suit because he is going to represent everybody as we continually hear. We need to have a fair and just person representing the Town. So did you, do a law suit against the Town. Mr. Thatcher repeated I fail to see what that has to do with any of this. Selectman Morin then stated okay so you're not going to answer the question. What if I tell you I have the court paperwork right here in front of me? Would you like me to bring it out? Mr. Thatcher responded I would

say that public records are public records. I would also say that if you continue down this path I will say that I am starting to feel harassed by your interview questions. Selectman Morin inquired but you are going to be a public servant how could it be harassed? Mr. Thatcher then said because you're supposed to be asking questions about a position on a committee. Selectman Morin said right. It is a public service you're going to represent everybody in this room and everybody in this Town. They have the right to know. Mr. Thatcher then stated and if they want to know anything they have the right to look up whatever information they want. Selectman Morin said and I did that. That's why I'm asking you the question. Mr. Thatcher then stated I would ask Chairman Roy is this relevant to - Chairman Roy replied it is absolutely not relevant. Mr. Thatcher said thank you. Selectman Morin continued so we're going to hide information again from the public as always. Thank you. I'm done. You won't be getting my vote because you can't be honest in front of everybody. Mr. Thatcher then said your partial nature shows who you are. Selectman Morin said thank you, I'm done.

Chairman Roy then recognized Selectman Guessferd. Selectman Guessferd stated I just wanted to follow up on one thing. I have a different kind of thing here. So this social media thing, all the committees we have, the people in Town, we try to be, I'll say I personally do not want to post in my position as a selectman. If you are elected, if you are appointed for the position, that's not to say there's something wrong per se with social media, would you, as a, I'll say an appointee of the Town, as a representative of the Town, as a representative of the people, in that particular, once you are appointed, if you are, does that change anything in the way you will handle yourself on social media. Does that make you pause at all? You know, anything like that. Mr. Thatcher replied on my personal social media account I will still post pictures of my kids. When it comes to election season I will still post I am in favor of a candidate because that is my right as a person. But what I don't believe I will be doing is I believe I would give a little more thought to some posts. So, yes. Selectman Guessferd commented and that's where I was headed with that. We do need to understand our roles as public figures. No matter what committee it is because you said [inaudible] you're not disrespecting anybody. But no matter what committee you're on we all have to kind of think about these things. They are all important. Every single committee, every single person on these committees is an important representative of the Town. That is my comment more than a question is that we all need to recognize that.

Chairman Roy recognized Selectman McGrath. Selectman McGrath stated I agree with what Selectman Guessferd stated. And a no answer is often an answer. So by not answering the question proposed to you means more to me than what you think. So just putting that out there because you know some people like to think they're being cute and not answering a question. But the no answer is louder than an answer that you could have provided. Mr. Thatcher interrupted and I can understand how that would be perceived but I will say that I still don't fully understand why whether someone has been involved in a lawsuit in Town is relevant. And there are multiple people who are in the Town who serve that are been involved in law suits and has not affected their role. Selectman McGrath responded well from my perspective if someone has sued the Town then they essentially, I mean you say Town you think well it's just an entity. No faces attached to it. It's the taxpayers. The taxpayers have to pay in their taxes to support what our Town Attorney to defend any kinds of law suits. So those of you in this audience that have filed law suits against the Town it's costs the taxpayers money. And that is a concern because we're supposed to be looking out for the taxpayers. I look over their budgets line by line. I take that responsibility very seriously. So when someone sues the Town they are suing the taxpayer and every taxpayer in Town, the ones that like to pay their taxes, the ones that don't like to pay their taxes, the ones who complain about their taxes, they all have to pay the same thing. And they don't like it. And if they knew we were putting people on Boards for whatever the reason is they have costs the taxpayer money, they wouldn't like it one bit. And I don't like it. So - Mr. Thatcher then said I respect that opinion and I appreciate you letting me know that and I'd be happy to have a discussion with you at some point regarding this topic. But I felt that this was an inappropriate time to have that discussion on this because I did not again feel it was relevant to my qualifications before this Board for this committee position. To that end I can also say that

at least I don't believe many people - I will take that back. I would think that many people who do decide to sue a Town would do it for but for reason. And to always assume the Town is correct well sometimes it's not and there's plenty of case laws out there to show the decisions Towns have made whether that's Zoning, whether that's ah- Selectman McGrath interjected Planning. Mr. Thatcher continued Planning or whatever may not necessarily have been accurate the best decision. Selectman McGrath stated we can agree to disagree. Mr. Thatcher said and I am happy to go with you right there with you. Selectman McGrath then said but again I question that when you're not answering the question it speaks louder to me than providing an answer. And I'll vote accordingly. Mr. Thatcher commented that is your choice. Appreciate. Thank you. Selectman McGrath said you're welcome.

Chairman Roy commented so I guess I'll suggest because it's been brought up. We live in a represented democracy and sometimes in order to protect your rights as a citizen, we have mechanism for that and that is when we file suit. Right. And that consideration is a personal consideration whether you're going to file or not. But it is your right and you should be able to exercise that right without judgment, without punishment, and punishment may not be the right word. But by keeping you off of Town business because you filed that suit. But and I don't know if you did or not, it's not relevant to my decision. But everybody has the right to do that. That's the system we live in, so that's all I'll say about that. Mr. Thatcher responded thank you, I mean - I know that the topic was bound to come up. It's not surprising. I will say again that it's a discussion I am happy to have. But again I did not and still do not see how it has any barring on the application at hand now.

Chairman Roy recognized Selectman Morin. Selectman Morin began you're willing to have the conversation. Right what you just said. You told Selectman McGrath that. You told everybody here the same thing. Simple answer yes or no. You just said you would have the conversation. Did you or did you not sue the Town. Mr. Thatcher replied I said I would have the conversation outside of this application. Selectman Morin asked but what's the difference. Because you and me can talk, I already know the

answer, but what about everybody else in Town. Because you just made the statement yourself I'll have the conversation. So just trying to clarify that answer, if you willing to have the conversation with anybody sitting here one on one, then why can't we do it right now and just be done with it. Mr. Thatcher stated because I don't feel it's an appropriate place to have this discussion and if you would like to talk to me about whether or not there was-Selectman Morin interrupted no, no, that's all I was looking for. Thank you. That's all I was looking for.

Chairman Roy asked is there anything else. Chairman Roy recognized Selectman Dumont. Selectman Dumont said what is your opinion on the aggregate plan, you touched on it, but what is your actually opinion on that? What do you feel your role would be? Mr. Thatcher replied honestly there's actually a lot of information I need to learn. From my understanding from talking with Craig and Deb Putnam that we will be going forward to evaluate different power aggregate companies. I think it's a great program for Hudson. It's an opportunity if we do it correctly and select the right company to do it. And I am excited about the opportunity to provide input and experience onto this committee and looking into these aggregate programs. As I said I would have a lot to learn and read up on. But I am in favor of it. I think it has an opportunity to make an impact on the residents' electrical bills. As someone who has the kids at home with all the pads and everything else it adds up. So every penny is worth saving if we can do it. And I also believe that from an energy standpoint that it is all it fits within the mission of the Sustainability Committee to look at this.

02) Planning Board - (1 member vacancy expiring 03/25, 1 alternate vacancy expiring 12/23)

Chairman Roy clarified the Board of Selectmen will be appointing an individual to the vacant Planning Board Alternate position. The vacant full member position on the Planning Board is an elected position. The Planning Board will be responsible for making an appointment for that position. And I can't speak to when they will do that. I don't know if anyone else has any more information on that. We will just be doing the Alternate tonight. My understanding of that whole thing is that once the entire Planning Board is elected they will appoint their alternates so. But tonight we're just going to do alternates.

Autumn Scott

Autumn Scott began my name is Autumn Scott. I live at 71B Webster Street. I'm new to Hudson. I just moved here about three months ago. I live with my partner. And I work as a regional planner in the Strafford Region. I also go to school at [inaudible] Durham campus. I will be graduating with my Masters in May, in Natural Resource Management. And my particular focus areas as regional planner include fundamental projects, equity and sustainability, community engagement and transportation, the nexus between environment and transportation. I have a wide variety of interests and I just want to be involved in my community and bring as much expertise as I can, especially considering I have some free time coming up in the next two months. [inaudible] my application. If you have any questions.

Chairman Roy recognized Selectman Dumont. Selectman Dumont inquired what do you believe the role of the Planning Board is. Ms. Scott replied to enforce the regulations [inaudible] and to interpret the verbiage as it is written in the purpose. To uphold the spirit of the ordinance and to serve of course the residents of the Town and insure that they are enabled to use their property to its fullest extent.

Selectman McGrath stated [inaudible] they may be having a hard time hearing you.

Chairman Roy recognized Selectman McGrath. Selectman McGrath began I have a couple of questions for you. So you work in Strafford. How long have you been there? Ms. Scott replied I'm coming up on my second year. I started as an intern in 2021 when I graduated with my bachelor's. And at the end of that summer I was promoted to a full time regional planner. Selectman McGrath asked are you the only planner in the office? Tell me what your staff is like there. Ms. Scott answered yes, so above me is my direct supervisor, principal planner. So we kind of make up our environmental team. And then we have our executive director who also is a planner [inaudible]. And then we have our transportation team because we are also an [inaudible]. And we have our economic development teams. They are a little bit different, mostly land use planning because we're also an ADD. So we kind of have the full gambit. Selectman McGrath asked how much commercial-industrial development do you have. I'm not familiar with that town at all. Ms. Scott replied yes, so as for my status as the contract planner in Strafford, I mostly work with Zoning Boards, but Strafford is only one of them. There is true residential, so little industrial. And they allow commercial-industrial by special exception. Selectman McGrath commented because you have to go in front of Zoning Board to get special exception. Another question I would have for you, just based on some recent activity. You didn't say RSA that it has, any development has to meet the RSA's within State as well as any Town Ordinance. Do you consult with the town attorney, and if so do you take their advice? Ms. Scott answered so I haven't had to do that yet. We haven't had many cases. It's a small world. But I know that in the past, other teams, we consult with attorneys from the New Hampshire Municipal Association if our towns don't have their own attorneys, which they don't because they are very small. And we do take that legal advice, very important to us because of course we don't want to get in any battles, um interpreting language. Selectman McGrath interjected law suits. Ms. Scott agreed right. Selectman McGrath said I think that, well you have answered my questions. Thank you.

Chairman Roy recognized Selectman Dumont. Selectman Dumont asked do you believe that continuing education is an important factor for members moving forward on the Planning Board. If there was something offered to you do you believe that is. Ms. Scott answered absolutely, I think that is, I've

definitely attend a lot of webinars from the Office of Planning and Development. I think resources are always helpful. I'm continuing learning and I would hope that the team of people I'm working with would feel the same. And I'm always happy to share what resources I can with members of the committee. Selectman Dumont commented that's good to hear. One of the follow-up's, if I may, you touched on it briefly. Will you uphold the State's RSA's as well as the Planning Land Use Regulations and Zoning Ordinances, without bias? Ms. Scott replied yeah. Selectman Dumont said thank you.

Chairman Roy said I just have a question about, so you work for the Strafford Regional Planning Commission, so how many communities does that entail. Ms. Scott answered we have 18 entire in Strafford County plus a couple in Carroll and Rockingham. So New Market, I'm bad in geography, plus two others in Carroll county we have. Chairman Roy asked and you interact with all those Planning Boards Liaisons, and Ms. Scott said yeah and in the time I've been there I've kept in touch with most of my communities in some capacity, some more than others. Chairman Roy closed with that's all I have. Thank you for volunteering.

Chairman Roy made a general announcement typically what we do is interview you tonight and next meeting appoint we make the vote to appoint.

Planning Board - (1 member vacancy expiring 03/25, 1 alternate vacancy expiring 12/23)

Richard Weissgarber

Richard Weissgarber, 21 Flying Rock Road. I'm here tonight to apply for a position on the Planning Board. First I wanted to congratulate Selectman Dumont and Selectman Morin on their victory in the last election. The Town will benefit from having you both on the Board of Selectmen. I understand the role of the Planning Board performing its sworn duties as a quasi-judicial Board as authorize under RSA 673:1. To me it is one of the three most important Boards and Committees for a resident to volunteered for which would include the Budget Committee and Zoning Board. Having served on the Budget Committee for five years I have gained knowledge of the Town and its function. And also as a volunteer in various Town events. Some of these are the CIP and Master Plan workshops. As a resident I was [inaudible] hiring team for the Police Department and several subcommittees of the Budget Committee. I have validated myself as a dedicated hard worker and follow the rules of law and strive my best for our Town. Having served for the Air Force for over 37 years, I have become accomplished in following rules and regulations. For example, today as a project manager my expertise [inaudible] contracting, finance, program management and engineering. This strategic level of senior leadership position is accountable for making very important decisions, protecting our own set of Master Plans if you will. I demonstrate these qualities every single day. Beginning when I was about five years old, I spent many years working in construction with my Dad, as a plumber and pipe fitter gave me to look at the many facets both commercial and private construction. Reviewing site plans and architectural drawings and learning codes where standard lessons learned. I started out as a gopher and worked my way up to an advanced level plumber to learn small construction builds under my Dad's wing. As a Planning Board member, as much as I did serving on the Budget Committee, I am held to consider the RSA's and Ordinances, facts, case law precedence, other testimonies and factors, ultimately voting on an application. Please consider me for the Planning Board.

Chairman Roy asked does anybody have any questions for Mr. Weissgarber? Chairman Roy recognized Selectman McGrath. Selectman McGrath asked so if you get legal advice from the Town Attorney would you heed that advice or would you do what you did on the Budget Committee and not do so? Mr. Weissgarber replied right, so with the RSA's for the Planning Board and the Zoning Board of Adjustment as a quasi-judicial audience I think that standard is different. You are held to a higher standard. And of course I would heed that and I would if all the I's are dotted and T's crossed. And if there's no going

against the applicant. There are things that you can do obviously. Things you can dig into as far as the implication is concerned but the attorneys but [inaudible].

Selectman McGrath stated I had one more question. How do you feel about CAP fees? Mr. Weissgarber said CAP fees. Not sure I understand what a CAP fee is. Selectman McGrath answered CAP fees are cost allocations part of the procedure, price that comes, goes with the development. If they are going to have impact to the- Mr. Weissgarber interrupted, you mean impact fees. Selectman McGrath then said CAP. Mr. Weissgarber repeated CAP, impact fees you mean as far as keeping the stipulations on the impact fees, you're talking about things the Town requests. Say for instance like the fire truck or that maybe contingent on getting a Certificate of Occupancy. Selectman McGrath said well that's one of them, but CAP fees traditionally are for traffic impact on the roadway. You're not familiar with that. Mr. Weissgarber said not specifically. Selectman McGrath said thank you.

Chairman Roy recognized Selectman Morin. Selectman Morin began your application says you have expertise in construction. What's that related to. Mr. Weissgarber stated it's related to when I, again when I worked with my Dad, he would take me on sites and put me through drawings and, you know, we went through the drawings and set up the plumbing, architecture in the building, residential and commercial. That's basically what it relates to. Selectman Morin said thank you.

Chairman Roy asked does anyone else have anything? Chairman Roy recognized Selectman Dumont. Selectman Dumont asked how familiar are you with the diversity in Town. Mr. Weissgarber asked diversity as in zoning? Selectman Dumont stated Hudson has multiple zones. It's obviously there's a lot of moving pieces to that. How important do you value that for the Town? Mr. Weissgarber answered I value diversity. As far as the zoning goes, I, I want to make sure, my thing is if something is zoned a certain way, and an applicant comes in, we have to honor that. And then in the meantime, go after rezoning it, if that's what the residents want. That seems to be kind of a long process. But I do, what I think we need to do better, is. I hear a lot of people in regards to there's a house, maybe a gas station, a house and a storage facility. Maybe we can rethink how we zone and work it into the Master Plan, the Capital Improvement Plan. But I don't think we should just discount businesses coming in here, we should just do it right. Do it smartly. And truly keep the Town of Hudson everyone wants to keep Hudson that small feel, but I do think progress is important, to a certain degree. Selectman Dumont said just one follow up on that. I know you may have stated this in another questions I just wanted to ask what is the overall reason for applying for the Planning Board. You mentioned you had a lot of expertise in the Budget Committee. Why the Planning Board. Mr. Weissgarber stated so being on the Budget Committee obviously gives you a lens into many different things, on the School side as well. And I'm very interested in the Master Plan and the Capital Improvement Plan and um, I think that is an avenue into being directly involved in the Master Plan and forming it and the Capital Improvement Plan. You know there are already projects in there that are voted on and prioritized as such. Um, again I. Being with the Air Force for so long, and always they are very strict on rules and such. I think it's a good fit for me because that's kind of how I operate day to day work anyway. So I just thought it was a good fit so I know I could positively impact so. Selectman Dumont closed thank you. Mr. Weissgarber echoed thank you.

Chairman Roy recognized Selectman Guessferd. Selectman Guessferd open with we were just talking about the Master Plan. I was hoping we could talk a little bit about it. It's said in various forms about the Master Plan. As a Planning Board member we are right now in the middle of updating that Master Plan. And once it's outdated what do you view as your role if you're on the Planning Board. Implementing that Plan. Mr. Weissgarber said right. So each chapter as we said recently has to go to a Public Hearing, that's important. And that eventually I believe we are going to operationalize that Master Plan to warrant articles. It could be for Zoning; it could be for other things related to the Master Plan. So certain aspects of the Master Plan could take a while. Um but I think as a Planning Board we have to accept that Master Plan and approve that Master Plan at a certain point. Right. And snap the chalk line for that particular

Master Plan by RSA it belongs to the Planning Board. Um then I believe we should meet, reconvene with the Capital Improvement Committee and go over that Master Plan to figure out specific ways again to operate and realize and not to just sit on a shelf. Um, so, you know, the plan is only as good as using that plan and implementing that plan or pieces of that plan. But I do think we need to prioritize. I think you know the process from the school and town, know how we want to prioritize it because ultimately we are going to spend the money on some of those initiatives. Mr. Guessferd said thank you.

Chairman Roy recognized Selectman McGrath. Selectman McGrath began so you said something that made me think that if you have a development or you have an area of property, whether it's zoned for just one, Amazon is an example, that seems to be the elephant in the room, and you realize of course that you can't rezone due to reciprocity, if there's a plan that has been submitted. I mean do you realize that. Because I don't think a lot of people realize that. Mr. Weissgarber asked so is it a plan that has been submitted or a plan that has been approved. Selectman McGrath said well both. I mean certainly if it's gone through the process the Planning Board would have given it approval. And you certainly can't rezone it. But if you get a plan that's been submitted to the Planning office and they have it, it can't be rezoned that would all of a sudden. You know we've got a rezoning request in and that takes, so to speak, the plan that comes in first and then stops any changes in zoning. You realize that. Mr. Weissgarber said I do realize that. And again to me there's a lot that the Planning Board can do during the process of questioning the applicant, um to dig into the different aspects of the plan. You know whether environmentally related or traffic related as a team, trying to make sure everything is above board with what they're bringing to the Town, and stipulations is a good, I don't want to say compromise, a kind of mutual agreement- Selectman McGrath interjected it's a tool that the Planning Board can use to require whether it's cost that they're going to be creating for the Town that they would have to reimburse. To make sure that it is covered. And there are a lot of elements to it. I'm not certain that you've got a good handle on what exactly needs to be done. And I can tell you from all of my years of experiences being on that Board I've got a lot of experience. Mr. Weissgarber replied but you have to start somewhere. Selectman McGrath said you do but you often have to know what you're getting into and what the residents are going to expect and I'm not certain that you're there.

Chairman Roy questioned you were on the Budget Committee for five years. Right. As a member of that committee did you ever receive advice from Town Counsel. Mr. Weissgarber answered we received letters from Town and the School Attorneys. Which I believe the advice was to go to Court. Chairman Roy said to the Budget Committee. Right. Mr. Weissgarber then said the Town and the School went to their attorneys to request that the judication of the issue at hand and they provided you- Chairman Roy interjected so you received a letter that spelled out and gave you some advice on those RSA's. Mr. Weissgarber agreed correct. Chairman Roy continued and did you heed those two attorney's advice. Mr. Weissgarber replied no. Chairman Roy closed that's all I have.

Chairman Roy inquired does anyone else have anything. Thank you. As I said at the next meeting is when we do the new appointments. Mr. Weissgarber said thank you. Chairman Roy then said you're welcome.

**B. Appointments [Re-appointments]**

- 01) Sustainability Committee - (2 member vacancies expiring 04/26, 2 member vacancies expiring 04/24, 1 vacancy expiring 04/25, 1 alternate member vacancy expiring 04/26)

Debra Putnam (incumbent member)

Chairman Roy asked does anyone have anything to say before I entertain a motion to re-appoint Debra Putnam as a member of the Sustainability Committee with a term to expire 4/30/2026. Motion made by Selectman McGrath, seconded by Selectman

Guessferd, Carried 5-0.

02) Municipal Utility Committee - (1 member vacancy expiring 04/26)

David Shaw (incumbent member)

Chairman Roy entertained a motion to re-appoint David Shaw as a member of the Municipal Utility Committee with a term to expire 4/30/2026. Motion made by Selectman McGrath, seconded by Selectman Dumont. Carried 5-0.

03) Building Board of Appeals - (1 member vacancy expiring 04/26)

Michael Lawlor (incumbent member)

Chairman Roy entertained a motion to re-appoint Michael Lawlor as a member of the Building Board of Appeals with a term to expire 4/30/2026. Motion made by Selectman Morin, seconded by Selectman McGrath. Carried 5-0.

04) Cable Utility Committee - (3 member vacancies expiring 04/26, 1 alternate vacancy expiring 04/26)

Len Segal (incumbent member)

Chairman Roy entertained a motion to re-appoint Len Segal as a member of the Cable Utility Committee with a term to expire 4/30/2026. Motion made by Selectman Morin, seconded by Selectman Guessferd. Carried 5-0.

05) Benson Park Committee - (3 member vacancies expiring 04/26)

Scott Anderson (incumbent member)

Chairman Roy entertained a motion to re-appoint Scott Anderson as a member of the Benson Park Committee with a term to expire 4/30/2026. Motion made by Selectman Morin, seconded by Selectman Dumont. Carried 5-0.

## 6. CONSENT ITEMS

Chairman Roy asked does any member of the Board wish to remove any Consent Item for separate consideration. Selectman McGrath replied 6. A. 3. Selectman Roy said we will remove 6. A. 3 for Selectman McGrath.

Chairman Roy entertained a motion to approve Consent Items A 1, 2, 4 to 31, B, C, D, E And F. Motion made by Selectman Guessferd, seconded by Selectman Morin. Carried 5-0.

Chairman Roy asked Selectman McGrath do you want to speak on your - Selectman McGrath replied I'm going to abstain from that because it's my property.

Chairman Roy entertained a motion to approve Consent Item 6. A. 3. Motion made by Selectman Morin, seconded by Selectman Guessferd. Carried 4-0-1. Selectman McGrath abstained.

**A. Assessing Items**

- 01) Charitable Exemption Application: 30 Richman Drive - map 237, lot 57.
- 02) Residence in Industrial or Commercial Zones: map 198, lot 17 - 89 Lowell Rd.; map 198, lot 148 - 104 Lowell Rd.; map 234, lot 31 - 281 Lowell Rd.; map 234, lot 42 - 2 Davenport Rd.; map 234, lot 32 - 4 Davenport Rd.
- 03) Residence in Industrial or Commercial Zones: map 251, lot 7 - 81 River Rd.
- 04) 2022 Property Tax Abatement Application: map 131, lot 65 - 3 Brightside Dr.
- 05) 2022 Property Tax Abatement Application: map 133, lot 57 - 4 Pinewood Rd.
- 06) 2022 Property Tax Abatement Application: map 136, lot 14-3 - 2C Hopkins Dr.
- 07) 2022 Property Tax Abatement Application: map 136, lot 26 - 38 A&B Bockes Rd.
- 08) 2022 Property Tax Abatement Application: map 138, lot 50 - 21 Sunland Dr.
- 09) 2022 Property Tax Abatement Application: map 143, lot 3 - 29 Hazelwood Rd.
- 10) 2022 Property Tax Abatement Application: map 145, lot 9 - 1 Bridle Bridge Rd.
- 11) 2022 Property Tax Abatement Application: map 156, lot 6-52 - 9B Taunton La.
- 12) 2022 Property Tax Abatement Application: map 161, lot 17-5 - 73 Windham Rd.
- 13) 2022 Property Tax Abatement Application: map 162, lot 24-8 - 8 A&B Paget Dr.
- 14) 2022 Property Tax Abatement Application: map 200, lot 28 - 152 Wason Rd.
- 15) 2022 Property Tax Abatement Application: map 203, lot 117 - 5 Locust St.
- 16) 2022 Property Tax Abatement Application: map 216, lot 14-54 - 4 Coventry Ct.
- 17) 2022 Property Tax Abatement Application: map 222, lot 39-3 - 3A Colson Rd.
- 18) 2022 Property Tax Abatement Application: map 232, lot 8 - 94 Gowing Rd.
- 19) 2022 Property Tax Abatement Application: map 258, lot 14 - 25 Schaeffer Cir.
- 20) 2022 Property Tax Abatement Application: map 228, lot 7 - 256 Lowell Rd.
- 21) Elderly Exemption Re-qualifications: 17 Melendy Rd. - map 191, lot 139;  
3 Brightside Dr. - map 131, lot 065; 22 Mobile Dr. - map 178, lot 087; 16 Library St. - map 182, lot 087; 11 Rena Ave. - map 228, lot 046; 20 Williams Dr. - map 253, lot 053; 40 Greeley St. - map 168, lot 057; 8 Sheraton Dr. - map 183, lot 122; 53 River Rd. - map 246, lot 002; 32 Riviera Rd. - map 148, lot 040, sub 067; 54 Dracut Rd. - map 241, lot 067; 48 Lexington Ct. - map 147, lot 017, sub 033; 23A Quail Run Dr. - map 216, lot 018, sub 064.
- 22) Elderly Exemptions: 273 Webster St. - map 138, lot 007; 803 Elmwood Dr. - map 156, lot 063, sub 107; 33 Cedar - map 197, lot 099; 32 Mobile Dr. - map 178, lot 013, sub 069; 11 Sprue St. - map 197, lot 170.
- 23) Disabled Exemption Application: 59 Wason Rd. - map 217, lot 014; 33 Mobile Dr. - map 178, lot 013, sub 082; 273 Webster St. - map 138, lot 007; 34 Mobile Dr. - map 178, lot 013, sub 067.
- 24) Disabled Exemption Re-qualification: 259B Webster St. - map 138, lot 027.
- 25) Elderly Exemption and Veteran Tax Credit: 41 Bowers Cir. - map 147, lot 029, sub 016
- 26) Disabled Veteran Tax Credit: 48 Burns Hill Rd. - map 211, lot 063; Robin Dr. - map 157, lot 059; 20 Campbello St. - map 165, lot 029.
- 27) All Veterans Tax Credit: 138 Barbara Lane - map 157, lot 066, sub 067.
- 28) Disabled Veteran and Regular Veteran Tax Credit: 6 Alpha St. - map 191, lot 066.
- 29) Solar Exemptions: 29 Radcliffe Dr. - map 197, lot 015; 7 Blackstone St. - map 183, lot 067. 26 James Way - map 230, lot 022, sub 024; 50 Belknap Rd. - map 191, lot 098. 4 Sheraton Dr. - map 183, lot 123. 18 Patricia Dr. - map 138, lot 046. 19 Sunrise Dr. - map 197, lot 026. 12 Lorraine St. - map 198, lot 076.
- 30) Current Use Lien Releases: map 187, lot 10-6 - 258 Standish Lane; map 187, lot 10-7 - 274 Standish Lane; map 187, lot 10-8 - 282 Standish Lane; map 187, lot

10-9 - 288 Standish Lane; map 187, lot 10-10 - 291 Standish Lane; map 187, lot 10-11 - 287 Standish Lane; map 187, lot 10-12 - 283 Standish Lane; map 187, lot 10-13 - 279 Standish Lane; map 187, lot 10-14 - 271 Standish Lane; map 187, lot 10-15 - 265 Standish Lane.

31) Gravel Warrant/Excavation Tax: 129, 89 & 85 Greeley St. - map 140, lot 1; map 141, lot 1; map 150, lot 13.

**B. Water/Sewer Items**

01) Sewer Abatement - S-UTL-23-06 Acct. #3693

**C. Licenses & Permits & Policies**

01) Raffle Permit - Gate City Synchronized Skating Team  
02) Hawker Peddler License - Jeannette's Fried Dough

**D. Donations - none**

**E. Acceptance of Minutes**

01) Minutes of March 21, 2023

**F. Calendar**

04/12	7:00	Planning Board	Buxton Meeting Room
04/18	7:00	Municipal Utility Committee	BOS Meeting Room
04/19	6:00	Library Trustees	Hills Memorial Library
04/20	7:00	Benson Park Committee	HCAC
04/24	7:00	Sustainability Committee	Buxton Meeting Room
04/25	7:00	Board of Selectmen	BOS Meeting Room
04/26	7:00	Planning Board	Buxton Meeting Room
04/27	7:00	Zoning Board of Adjustment	Buxton Meeting Room
05/03	7:00	Budget Committee	Buxton Meeting Room
05/08	7:00	Conservation Commission	Buxton Meeting Room
05/09	7:00	Board of Selectmen	BOS Meeting Room
05/10	7:00	Planning Board	Buxton Meeting Room
05/11	7:00	Zoning Board of Adjustment	Buxton Meeting Room

**7. OLD BUSINESS**

Votes taken after Nonpublic on March 21, 2023

- 1) Selectman Guessferd made a motion, seconded by Selectman McGrath, to promote Fire fighter/AEMT Brian Clarenbach to the position of Lieutenant/AEMT, a non-exempt position, in accordance with the International Association of Firefighters Local # 3154, Step 1, with an hourly rate of \$29.83 as recommended by the Fire Chief. Carried 4-0.
- 2) Selectman Morin made a motion, seconded by Selectman McGrath, to hire Ethan Jones as a Police officer with a starting salary of \$32.36 (Step 4) per hour, all in accordance with the Hudson Police Employees Association contract. Carried 4-0.
- 3) Selectman Morin made a motion, seconded by Selectman Guessferd, to hire Kory Palladino as a Police officer with a starting salary of \$27.17 (Step 1) per hour, all in accordance with the Hudson Police Employees Association contract. Carried 4-0.
- 4) Selectman Morin made a motion, seconded by Selectman Guessferd, to hire Cheri Hughes as a Telecommunications Technician/Dispatcher with a starting salary of

\$27.17 (Step 1) per hour, all in accordance with the Hudson Police Employees Association contract. Carried 4-0.

- 5) Selectman Morin made a motion, seconded by Selectman McGrath, to promote Lorrie Hammond-Weissgarber to the position of Temporary Executive Assistant to the Board of Selectmen at the rate of \$30.47 per hour until the current Executive Assistant returns from leave. This appointment would be effective March 22, 2023. Carried 4-0.
- 6) Selectman Guessferd made a motion, seconded by Selectman McGrath, to place Christine Strout-Lizotte at Step 4, \$60,892, of the Town Clerk/Tax Collector Salary Scale upon her election to the position of Town Clerk/Tax Collector. Carried 4-0.
- 7) Motion by Selectman Guessferd, seconded by Selectman McGrath, to increase the salary of the Finance Director to \$110,525 per year, effective March 26, 2023.
- 8) Selectman McGrath made a motion to adjourn at 9:49 pm. This was seconded by Selectman Morin. Carried 4-0.

## 8. NEW BUSINESS

### A. Housing Opportunities Planning Grant - Decision

Chairman Roy recognized the Town Planner, Brian Groth, to talk about the Housing Opportunity Planning Grant and to hold a Public Hearing on that.

Brian Groth - Town Planner

Planner Groth began Thank You Chair, thank you Board for tonight. Before you is a request to accept a grant from its administered through the New Hampshire Office of Business and Economic Affairs. It's part of the ARPA state and fiscal refunds they are held for housing opportunity grants. They come in three different shapes and sizes. Phase One is what we applied for. By we I mean the Planning Board requested that I prepare, apply for this grant. We were awarded the grant and I here ask the Board of Selectmen to accept that award. This phase one is a housing analysis and needs so the idea is to examine the Town's existing housing stock in the context of the regional housing assessing which NRPC should be completing at some point earlier this year, But the way we wrote the scope of the grant is to match that data analysis with a great amount of community outreach. Because it is very important that the housing issues and the housing needs of the area are both communicated and there has to be a lot of communication both back and forth, listening and educating what those housing needs are. And so the idea is at the end of the step one is to get an idea of sort of a housing needs assessment tailored to Hudson as a community. And hopefully what it would result in is maybe some recommendations on housing types that, if there are housing types that are needed in Hudson needed in the region. That those are identified and not only that but typologies that would be accepted by this community. Because of course new zoning ordinances, a change, an amendment to new zoning ordinance has to be approved by Town vote. So there's no use in coming up with ideas if solutions that wouldn't be powerful to the community. So the way the grant program was structured was to incorporate a little bit of community outreach. But we designed this grant to be about half and half of the data analysis community outreach. Following the award of the grant the Planning Board chose to task a subcommittee with reviewing a list of qualified candidates. So this grant program has a list of prequalified consultants that we can choose from. And of course not every single one of them is available or interested in doing the projects, so some of them are not close

enough to do it or some are doing other things. And so we solicited interest and availability from that list and narrowed it down to about five candidates and the subcommittee landed on a consulting firm called Place Sense. They're based in Windsor, Vermont. And the Planning Board accepted that committee's recommendation and are subsequently making that recommendation to the Board of Selectmen.

Planner Groth stated there are a couple of actions here. One is to accept. The second would be to assign Place Sense as a consultant as recommended by the Planning Board. And the third would be to authorize the Town Planner as the Project Manager of the grant on the Town's behalf. The grant is \$25,000. It is on a reimbursement basis. So the Town spends the money, we submit that invoice, and we get reimbursed that money. As part of that \$25,000, that's less \$1,000, is attributed to the Town's cost of doing business, administering the grant. That is it in a nutshell.

Chairman Roy asked before I open up to Public Hearing, does the Board have any questions. Selectman Dumont responded I'd like to ask the Chairperson and the Board, I was a sitting member of the Planning Board in this time that this was going on. Does anyone feel a recusal of myself in this area as part of the subcommittee is warranted? Chairman Roy said I don't see any conflict. Other members voiced they didn't either.

Selectman McGrath questioned so the housing that you're talking about, would the workforce housing that the one that exists now on Lowell Road. Is it the same type of housing like that? Planner Groth responded well we don't know that. Selectman McGrath stated I want to make sure we know that it is either part of it or is not part of it because I'm not happy with what exists today. Selectman Guessferd interjected you can speak to it Brian; I was there that night as well. Planner Groth replied the question is that not necessarily identifying, recommending types of housing that would be appropriate but looking at the existing housing stock today, a bit of the existing working conditions so. It is um, a lot of the work is producing data on existing conditions to give us a better understanding of what's out there. In terms of what the was recommendations will be I don't know. But the point of involving more community engagement was initially recommended by the Grant Program is to honor or look at housing types that would be found acceptable to the community. Selectman McGrath continued and where is the grant money coming from. Is it the Feds or is it the State. Planner Groth replied it's ultimately ARPA. It comes from the federal government. Selectman McGrath further inquired so their restrictions aren't might not be nearly as severe as what the State would require. Planner Groth answered well so this, from the top it comes down from ARPA to the State fiscal recovery fund and then part of the Governor's GOFERR program established. Obviously it umbrellas out from those grant programs. This one came from a fund called Invest New Hampshire Municipal Planning and Grant Programming which was part of the Invest New Hampshire initiative. So it's secure but it comes from ARPA then from the Governor and to - Selectman McGrath interrupted that's the spot I'm concerned about, the Governor's office. Okay thank you. That's all I need for now.

Chairman Roy recognized Selectman Morin. Selectman Morin stated if I remember correctly when we were talking about the Lowell Road development, it's very important that we have a certain amount of that type of housing in Town or it will affect us with grants and things. Correct. Planner Groth replied well like a workforce housing that is a question on what the Town is compliant with the workforce housing law. I'll tell you that a few years ago it was easy to look around and say yeah sure the Town is compliant because because A we saw a workforce housing development on Lowell Road built with only our base zoning as is. And secondly you look around at house prices and you could find houses in the affordable housing range which are in the mid 300's. That affordable range has gone up with rising incomes and inflation but also then the real estate market changes we've seen in the past few years. To put that into a question, because now it's hard to look around Hudson and find a house for \$350,000. Whereas it was different just three, four years ago. So that is a, an investigation, something to look into because what you wouldn't want to happen is a landowner suggests, proposes what would be a workforce

housing development that's not permitted by our zoning and they would make the argument they were not compliant with that law. And they could go to the Housing and Appeals Board and be granted their approval that way instead of at the local level. That's a hypothetical. That's a theoretical situation. But that is a complex issue that we should be looking at. Mr. Morin said thank you.

Chairman Roy asked does anyone else have anything. Okay in that case I will open the Public Hearing at 8:01pm. Does anyone in the audience want to speak for or against or neutrally about the Housing Opportunities Planning Grant. Seeing none I will close the Public Hearing at 8:01 pm.

Chairman Roy continued I will give the Board one more chance if they have any questions. Okay so there are three motions.

Chairman Roy entertained the first motion to accept the Housing Opportunity Planning Grant in the amount of \$25,000 from the New Hampshire Department of Business and Economic Affairs. Motion Made by Selectman Guessferd, seconded by Selectman Morin. Carried: 5-0.

Chairman Roy entertained a second motion to authorize the Town Planner as the project director for the grant. Motion made by Selectman Dumont, seconded by Selectman Guessferd. Carried 5-0.

Chairman Roy entertained the final motion to assign Plav Sense as the consultant to perform the work funded by the grant. Motion by Selectman Morin, seconded by Selectman Guessferd. Carried 5-0.

B. Hazard Mitigation Grant Program - Fire - Decision

Chairman Roy recognized Fire Chief Scott Tice.

Scott Tice - Fire Chief

Chief Tice began thank you, Madam Chair, and good evening to all. Our Hazard Mitigation Plan is due to be updated every five years. It was last done in 2018 so it's due to be done this year. This is something that we do through the Nashua Regional Planning Commission. The State of New Hampshire Homeland Security Emergency Management has included Hudson as a sub applicant in the Hazard Mitigation Grant Program. As a federal grant program it's a 90-10 match. So that would cover 90% of the cost of this which is \$16,667, so the federal government would pay \$15,000.30 and Hudson would cover \$1,666.70.

Chairman Roy recognized Selectman Morin. Selectman Morin requested could you just let us, give us some background on how much that the NRPC helps you with this and why it is important and why they are onboard with it. Chief Tice responded this really is the NRCP doing it. They are going to coordinate five meetings over between now and the end of the year. And engage different stakeholders in the community. And they really facilitate the meetings, they do all the work, they do the actual writing of the Hazard Mitigation Plan, update and do the Hazard Mitigation Plan. With their just the time and effort they put into it and their knowledge and their expertise, this would be a huge undertaking if we were trying to do this ourselves locally. But with the way with them involved they really take the um do the bulk of the work. Selectman Morin inquired is this part of our normal payment or is this anything extra. Chief Tice replied this is over and above. Chairman Roy interjected but it's a grant so we're getting a grant. Chief Tice stated it's a grant so we are getting 90% of the cost. Chairman Roy said okay, okay, you

may have said this, but where did that grant come from. Chief Tice answered from the Hazard Mitigation Grant Program which is through the federal government. Chairman Roy said okay. Does anybody have anything else. Alright.

Chairman Roy opened the Public Hearing on the Hazard Mitigation Program Grant at 8:05 pm. Is there anyone in the audience who would like to speak for or against or neutrally on the Hazard Mitigation Program Grant. Seeing none, I will close the Public Hearing at 8:05 pm. Chairman Roy continued and give the Board one more chance if they have any questions.

Chairman Roy entertain a motion to authorize the Fire Chief to accept the grant funding from the Hazard Mitigation Program Grant in the amount \$15,000.30.  
Motion made by Selectman McGrath, seconded by Selectman Dumont.  
Carried: 5-0.

C. Letter of Resignation - Fire - Decision

Chairman Roy recognized Fire Chief Scott Tice.

Scott Tice - Fire Chief

Chief Tice began we received a letter of resignation from Firefighter Paul Olin effective April 8th. He's decided to take a position in Manchester. He was with us for about five and a half years. So he will be missed but we wish him luck and hope he finds what he's looking for in Manchester. Chairman Roy sought clarification so is his last day April 7th. Chief Tice stated April 7th. Yes.

Chairman Roy entertained a motion to accept the letter of resignation from Firefighter/AEMT Paul Olin effective April 7, 2023 with the Board's thanks and appreciation. Motion made by Selectman McGrath, seconded by Selectman Guessferd. Carried: 5-0.

D. Taylor Falls and Veteran's Memorial Bridge Update - Engineering - Discussion

Chairman Roy recognized the Town Engineer Elvis Dhima to talk about the Taylor Falls and Veteran's Memorial Bridge.

Elvis Dhima - Town Engineer

Engineer Dhima began thank you Chairperson Roy. Good evening everyone. As you all recall [inaudible] we got lucky at the last minute when we landed two and a half million-dollars federal money on a 20-80 approach, 10% for the Town of Hudson and 10% for the City of Nashua. And we basically got the green light for the design and we are ready to go out to bid. Part of that is now coming out with contracts between the Town of Hudson and the City of Nashua, and the New Hampshire DOT, the Town of Hudson and the City of Nashua. It's a partnership between the three of us. With that said I'm in front of you tonight to let you know it's good to go. It's being reviewed by staff and legal. I'd like the Board to execute this so we can move along and start advertising for this and let the pain begin.

Chairman Roy asked so what is that going to look like when they actually start construction.

Engineer Dhima responded uh not good. We can all agree to that one. It's going to be; we try to minimize the impact. We are going to focus on one bridge at a time. And when we start focusing on one bridge a time we will close one lane at a time. So when we're done with the first lane we're going to be switching the jersey barriers in, but the directions will not change. We're looking into an option to closing the bridge and see if we can get everyone to Sagamore. The traffic model there will be no easy way to get people there, especially the first responders to that. So we looked into different options. And the best option was basically to do one bridge at a time. We're going to start with the bridge from Hudson to the Nashua direction. Complete that because that is the one that's really at its lowest. And once that's done we will go do the same thing basically. Same technique, same application for the other bridge from Nashua to the Hudson side. So for us, the Hudson side has the most traffic going to Nashua. A lot of that from I 11 to a lot of on Ferry trying to get that morning traffic off. In the afternoon there won't be much of a difference. When we did the other bridge you're going to have a lot of backups that come from the Nashua side. What I envision is a lot of people instead of coming from Nashua to come to this, they may be coming from Sagamore a lot more traffic piggyback on Lowell Road and to get along. So that's going to put a lot more pressure on us on Lowell Road I believe. So yeah that is the plan. It's going to be painful. We did a public outreach. Two people showed up individuals from Nashua. One was a business from off the bridge. They understood. And I think everyone kind of gets it. I think will try to do a segment on a local tv to let everyone know, put something out there to say construction started. Yeah, but no one is going to care until that lane is closed. And then, all of a sudden, what's going on. I did not get notifications at my house. I'll deal with it then. That's all.

Chairman Roy questioned approximately, I'm not holding you to this, how long will it take to complete the project? Engineer Dhima answered we are shooting for one year. Chairman Roy said okay. Engineer Dhima added we are going to try to be done in nine months. It all depends on what we get into once we open it up. That's the biggest unknown. Once we have an idea, we have a plan of attack. The biggest thing is going in. It's like going to the dentist. It's just a filling, next you know they're pulling a tooth. Hopefully we won't get that case with the bridge. But I'm just saying, it might happen and you may have to do a crown. That is the biggest thing. I mean straight forward guardrails, street lights, asphalt. Chairman Roy interrupted so until you peel back the layers. Engineer Dhima said and some surface stuff but the biggest thing that could happen is that segment on the deck that it cannot repair and you putting in a new floor. You know cutting it. That's the biggest thing. We haven't seen any of that because if it's underneath the bridge it doesn't give any indication of that. Some work needs to be done on the sidewalk side because that's where the salt gets and then once it leaks it kind gets under there and once it's exposed to rebar and so it seems from wear and tear on the sides not as much as on the deck itself. So I'm hoping once we open it up and get into the membrane because once the membrane is gone we don't have any surprises. And that's what the radar penetration indicated, that it's what the quarrying we evaluated before the design indicated that things are in good shape but you never know till you get there. Chairman Roy interjected so timeline. Engineer Dhima said so 9 months to a year I'm hoping.

Chairman Roy said you will use all our resources so to make sure that people get timely notices, HCTV, website, signage, traffic pattern changes. And I understand some people will not get the word, but we need to do whatever we can to make sure that as many people get the word as possible. Engineer Dhima responded yeah we're going to reach out to WMUR and other like maybe radio stations things of that sort. Trying to put the word out. Facebook can only get some so far. Because it's going to be a regional problem is just not going to be for us. And, um I'm counting on Nashua to be the ones spearheading this. As you recall we did the eval and the design with the understanding that they are going to spearhead this for the construction. So if they wanted to do it I have no problem if the Board was okay for that. But we going to do our part as far as notifications go as well as much as we can. Within the budget.

Chairman Roy recognized Selectman Dumont. Selectman Dumont said you brought up the deck. One of the things I remember when I was on the Capital Improvement Committee was we had talked about there was a section at the membrane that was pretty much fully eroded and that the deck was exposed. Was that repaired or can fit it that that rot didn't happen or. Engineer Dhima responded I don't recall that. Selectman Dumont continued I believe on the bridge going into Hudson, on the left lane. But I know it was in the beginning process, when the bridge was failing. Engineer Dhima said there was a chunk of the asphalt missing and when they went and patched it. Something to do with that or an isolated one. Things like that, it's not any different than having a puddle. You have a puddle at the bridge. Maybe it was something along those lines. I'm not aware of anything of that sort as of now. We are going to evaluate the pins that the bridge is sitting on as well. You've got the pier and end of the abutment. We are going to evaluate that because I think the Nashua side is got a lot more problems. I think that's about it, so we've got a good plan in place. We've got a good project manager at the State, we are going to have to hire a consultant to help for [inaudible] as well. The City of Nashua and the Town of Hudson being involved as well. There's going to be a lot of hands on deck literally. And feet.

Selectman Dumont commented if you try something and it doesn't work but is there any option of plans of shutting both bridges down to one lane and see if the process works. And speeding up the time or putting everyone in one lane to not spend more time. Engineer Dhima replied we did; we did look at that. Looked at shutting down the whole thing and be done with it. We simply have no way of getting there faster. And with the traffic rerouting, also you have to understand our side is pretty complex but the Nashua side is as bad when it comes to refiguring which way people go. It would have been a nightmare getting people to re-adjust using one bridge and changing direction there. The other thing too is to keep in mind is when you have traffic layout like that you need, that close to each other, you need some kind of barrier in between. If you put a Jersey barrier between those lanes you probably don't have the width to get apparatus through. So there is a little bit of that issue and also if it is long term with um during the winter, you probably can't get a plow to get into the 12 feet. It's tight. It's super tight.

Selectman Dumont inquired you said Nashua will be spearheading the project. Is there anyone overseeing the spending of that and the quality. You know how Nashua does things. I was just curious as to - Engineer Dhima replied that is one of the reasons why we did the design of the evals because we have a tendency to. And Mr. Malizia put it more cleverly, I believe. Yeah we will be involved. The State is going to reimburse them 80%. And then they're going to ask us for reimbursement of the 10%. So they are going to pay anyway up front 100% and go to the State and get the 80% reimbursement and then they come to us for the 10% reimbursement. We will be doing the same as through other projects we been working with them. Selectman Dumont stated I was thinking that is more of the bid process. Engineer Dhima said they we will hire someone we don't agree it's a 50-50 on that. We have as much say as they do. It's a 50-50 partnership. If I feel that it's not a good fit, you know me I'm not shy. No, we are going to be involved. It's going to be a rating between the two communities to determine who is the best fit for this job. It's an important one. We really need to get it right the first time. There's no going back there. Selectman Dumont said thank you.

Chairman Roy asked is there anybody else. Okay. So there are two motions here.

Chairman Roy entertained the first motion to approve the Agreement for Reimbursement for Bridge Rehabilitation Construction between the Town of Hudson and the City of Nashua and authorize the Chairperson to sign it, as recommended by the Town Engineer. Motion made by Selectman McGrath, seconded by Selectman Guessferd. Carried 5-0.

Chairman Roy entertained a second motion to approve the New Hampshire Department of Transportation federal aid program project agreement and authorize the Chairperson to sign it, as recommended by the Town Engineer. Motion made by Selectman McGrath, seconded by Selectman Morin. Carried 5-0.

## E. Hudson Community Power Update - Discussion

Chairman Roy recognized the Sustainability Committee member Craig Putnam.

Craig Putnam - Sustainability Committee member

Mr. Putnam began hi, Craig Putnam, 59 Rangers Drive. Since the monitor doesn't seem to be available you're going to have to put up with the PowerPoint tonight. Sorry. [Selectmen packet had slide presentation for Board to follow.] I'll try to keep this as short as possible level 30,000 foot in the interest of time. I'm going to discuss the present state of affairs with the warrant article, the next steps and decisions to be made then open up for questions and answers. So first off I want to thank the present and past Board of Selectmen for their supported of the warrant article. And everyone's aware it did past by a greater than 4:1 margin. Which was really nice to see? And that basically allows the process of standing up Hudson Community Power to proceed. So next steps. The next major activity for the Hudson Energy Aggregation Committee is to start interviewing potential partner organizations. And then eventually make a recommendation to the Board of Selectmen as to which organization recommended and why. Actually that process has already started. We had looked at the three organizations that we have interviewed back in the summer of 2021 and back in the first of those organizations was Colonial Power Group. They were scheduled to present on March 27th. At the Sustainability meeting. It turned out that we had not had the vote by then. They were still good to come in and see us even though the vote hadn't happened yet. And the next two are Standard Power Energy scheduled Sustainability meeting on the 24th of April. And CPCNH on the 22nd. of May at the Sustainability Committee. If there are other organizations that express interest of course we would interview them as well. Those are the three so far that have approached us.

Mr. Putnam continued so then the next steps basically once those interviews are done, I expect likely there will be re-interviewing. Then the process will continue for a while we drill down and do our due diligence on their businesses and their plans. How they would interact with the Town and so on. So that will probably take a while. I expect going into the summer. The nice thing that in parallel we get to observe how things go with the Towns that are launching this spring. So as people are aware there're ten communities that associated with CPCNH that are going live as we speak. They are going live later this month, early into May. There's an additional of two to four towns beyond the ten, what is called wave one towns. And CPCNH will probably go live in June of this year. There's an additional four towns in New Hampshire that I am aware of that are using the broker model which I will discuss more. So there's a number of Towns that are starting on their journey this spring. So we get the advantage to seat back and can see how it goes with all those towns in. Plan to interact with them and learn as much as we can because there is no huge rush to make decisions for Hudson in the immediate future.

Mr. Putnam said there are two financially advantageous times to go live and they are basically mid to late spring, and mid to late fall. Spring is the better of the two. This has to do the timing of utility purchases and their cycle and also the cost of energy. As it fluctuates during the year. So bottom line we don't need to be in any big rush. But we should try to be in the position of knowing what we want to do by mid to late fall. And that first major decision we need to make is should Hudson Community Power partner with nonprofit CPCNH or to go with one of the broker model companies which are for profit. And if we choose to partner with CPCNH then there are various things we need to do. There are some CPCNH specific policies to be adopted, a cost sharing agreement which would need to be signed by the Town. Basically it amounts to an agreement to pay a portion of of CPCNH's administrative G&A. The costs I can talk more about that if you wish. And then eventually if partnering with CPCNH we sign a contract for them to purchase power for Hudson. And they will also provide services such as call center support. So

it's important to note that even have signed a cost sharing agreement that CPCNH services are, they remain free to us right up to the time Hudson Community Power goes live for revenue stream. We don't owe anything to CPCNH until we're in business and have a revenue stream.

Mr. Putnam continued the other fork in the road is to partner with one of the broker model companies. And then we have a subsequent decision which is to remain a partner with CPCNH or not. If we remain with CPCNH and remain with one of the broker companies, we still need to assign the cost share agreement. We will still be on the hook if you will for paying a portion of CPCNH G&A costs. But we don't have to do that. We could decide before going live to sever our partnership, membership with CPCNH. And then we would owe nothing toward the G&A costs. There's a couple different forks in the road we are going to have to look at as we go through the process. But again even if we sign the cost sharing agreement what we could do it costs us nothing to continue to use CPCNH serves right up to the point of which we go live either with CPCNH or with one of the brokers.

Mr. Putnam concludes with so then the final decision is the real big one which is the decision you folks have to make. Is do we go live or not. That decision can be made pretty late in the game if we are partnering with CPCNH probably in the January, February timeframe of 2024, about two months ahead of launch, is what we would be looking at. I don't know how far ahead of launch it would need to be if we were going with one of the brokers. So that's something we have to find out. More research to be done there to answer that question. Um there are quite a long list of other things that need to be done when we are progressing through this whole process. The Electric Aggregation Plan is in pretty close to final state but it does need to be finalized and then it needs to be submitted to the Public Utilities Commission. Also it goes to the Department of Energy and also goes to the Office of Consumer Advocate I believe. Um we need to at some point request data sets from Eversource. We've already gotten some which we are entitled to at this point in our journey, there are other data sets that we would get later on. Um we want to set up a website that is specific to Hudson Community Power that's actually a domain name, subdomain name that is reserved for our use. So it would be [hudson.communitypowernh.gov](http://hudson.communitypowernh.gov) and that's for our use. We would deliver public engagement activities and so on. And then plan launch and other related activities. Some of those are prescribed by our [inaudible] and others just a good thing to do as we proceed. So CPCNH has been and will continue to be a good partner for Hudson and has been already. Their services up until we have revenue flowing are free. So it would be silly not to avail ourselves of them. So with that I'll entertain any questions.

Chairman Roy recognized Selectman Guessferd. Selectman Guessferd inquired so obviously going through this process right now, going into this do you have a, are you leaning toward one or another of an option or are you. It's hard to go in with a totally open mind because it seems to me on the surface certain things might be better if you have a larger group or whatever. But what I'd like to make sure that we understand pros and cons specifically of each one of these. When you are all do your analysis and go through and be able to take a look at that process as it's going through, some may [inaudible] broker that maybe a cost saver whatever. Mr. Putnam replies absolutely will be pros and cons to all of these different paths. And we are aware of them and we certainly will be looking at that but happy to take on what your questions are. So please contact me and we can have offline meetings or whatever. But I want to make sure your interests and concerns and questions are being answered as we are doing our due diligence. And the public obviously as well, we actually have a couple more people who put their hands up to pitch in and help us with this due diligence process. There's a lot of lifting to be done. So more hands will help.

Chairman Roy recognized Selectman Dumont. Selectman Dumont asked what does enrollment look like for a citizen. To ask the question how that would work for them. Mr. Putnam answered there's actually on the [inaudible] website there's documents and presentation link I believe. There's a link to Nashua's enrollment letter that went out about two weeks ago. It's actually a lengthy letter and explains a lot. But to

answer your specific question it, the program is designed as an opt-out enrollment mechanism. It's the, the so you got to work backwards from the go live date to the working back 30 days in advance of that um live date when roughly the mailing goes out. And then that brings this period when folks can contact the call center, go on the website, there's various ways ah people can say thanks but no thanks, I'm good with using the utility supply power or the - [inaudible] - part way through that 30 day period, about half way through there's another public meeting that's required part of [inaudible] Nashua's was a week ago Wednesday and was well attended. So that's another piece of the communication. Nashua had large ads in the paper that I saw. So there's a number of mechanisms that you can go through. But if someone opts out during that then nothing happens. If they are already using a, purchasing from a competitive power supplier nothing happens. It's only if they are on what is called default supply that they would be automatically enrolled if they don't opt out. And then once the initial enrollment period is over with then people can come or go as they choose. Anytime they want and there's no penalty. Did I- Selectman Dumont said yes, thank you, I appreciate.

Chairman Roy asked does anyone else have a question. That's all we have tonight.

F. Request to Advertise for Director of Public Works Position - DPW - Decision

Chairman Roy recognized the Town Administrator to talk about the request to advertise for the DPW Director position.

Steve Malizia - Town Administrator

Town Administrator Malizia presented so as you are all aware that Mr. Forrence has announced his retirement leaving our employment by the end of April. What I'm looking for is permission is to post for his replacement. And when I say post I mean both internal as well as external using all the resources we would use. I envision coming back at some point maybe next month to put together a committee with a couple of selectmen and some various staff to interview, go through the resumes, get these base candidates to bring to the full Board to interview yourselves. That's a little bit out but now I'd like to get the ball rolling. So Mr. Forrence as you are well aware is retiring and I think it is important that we get on it.

Selectman Morin made the motion to authorize the Town Administrator to post for the position of Director of Public Works. Selectman Guessferd seconded. Carried 5-0.

G. Request to Advertise for Associate Planner Position - Planning - Decision

Chairman Roy again recognized the Town Administrator to talk about the request to advertise for an Associate Planner position.

Steve Malizia - Town Administrator

Town Administrator Malizia presented as everyone is aware the voters generously approved our budget. And included in the budget the Board of Selectmen put funding for an Associate Planner position. I'd like to get the ball rolling on that position to hire that also. As you can see here is a sample job advertisement and a job description for this position. Again I'd like to get that going because these things do take time to do. We will not be able to hire before July 1st.

Chairman Roy recognized Selectman McGrath. Selectman McGrath said so I read that over. This is supposed to be a shared position with the Planner and then the Zoning Administrator. They're supposed to

have code enforcement. Town Administrator Malizia responded Yes, I just put this on here more on the administration side. More than likely the Code Enforcement Officer or Zoning will be more about the code stuff. Probably from their expertise probably toward more zoning. Selectman McGrath interjected but that's included in this. I didn't see it. Town Administrator Malizia replied the Assistant Town Planner will [read from job description-inaudible] Selectman McGrath responded that's seems like a small item so. Town Administrator replied small but necessary. Selectman McGrath replied oh I know absolutely necessary. Ah small is probably not correct. I can understand that they are busy at times but I don't want, this position is supposed to be a 50-50 split. That's what was explained to me and I just want to make sure. Town Administrator Malizia responded 60-40 they have times when it goes the other way 30-70. Selectman McGrath responded I just don't want it to be one way. Town Administrator understood a-hum. I think there's sufficient language in here that covers us. Selectman McGrath replied I hope so. Town Administrator Malizia responded me too. Chairman Roy asked does anybody else have any questions.

Chairman Roy entertained a motion to authorize the Town Administrator to post for the Associate Planner position. Motion made by Selectman Guessferd, seconded by Selectman Morin. Carried 5-0.

#### H. Grants Received for Fiscal Year 2021 to 2023 - BOS – Discussion

Chairman Roy explained the next two items Grants Received for Fiscal Year 2021 to 2023 and ARPA Funds Update is, unless people have questions, is really informational for the new Board so that everybody has some base information about what we've done with grants and what we've done with ARPA money and things like that. I'll just point out, Mr. Dumont, that if you think there is anything else you think you need to help you get a better baseline just let the Town Administrator know.

Selectman Dumont responded I appreciate this. Chairman Roy continued so does anybody have any questions on either one of those documents.

Selectman Guessferd commented these may be handy [inaudible]. There may be another entity that may want to see this. Chairman Roy said yes. Town Administrator Malizia comment they've already seen the grants. Representation on the ARPA Committee too. It's been sent. Selectman Guessferd replied yes.

#### J. Nashua Transit System, Decision

Chairman Roy said the next is the Nashua Transit System and I'll recognize the Town Administrator.

Steve Malizia - Town Administrator

Town Administrator Malizia began so Nashua Transit our on-demand service which we use to provide assistance to elderly folks and others who have disabilities who need to go to doctor appointments and various other appointment. As you are well aware with our default budget this is not fully funded, our community grant not quite enough. If you recall last year, I came to the Board to bump up to put more money towards Nashua Transit. This year they are asking for more money to continue the on-demand service till the end of the year. Fortunately, this Board for next year bumped up their budget to account for this. So I don't anticipate problems next year but this year we are running a little short. So what I'm recommending is that we transfer some money from our Legal, Value Defense. Which we didn't seem to

spend much of. Because this account here that we continue to be sure here that the folks that are served by Nashua Transit. These folks continue to go to adult day programs, doctor appointments. Typically, the elderly, the handicapped it is not a free, let's ride around town service. Not a bus service. They share that rider towards this so. I'm asking to do some money so we can make this payment.

Chairman Roy asked does anyone have any questions. Selectman McGrath responded yes, I don't have a question but a comment. I'm going to abstain from voting because I utilize this service.

Selectman Dumont inquired is there any other companies that offer this service. Town Administrator replied no. Again we have been using Nashua Transit since I've been here. Pretty much it's a non-for-profit type of deal. They get federal grant money. It serves Hudson, Merrimack and Nashua pay to have this on-demand service. So you can call an Uber, you can call a taxi but you'll probably going to pay a lot more. Selectman Dumont then said I just wanted to ask.

Chairman Roy asked again does anybody have anything else.

Chairman Roy entertained a motion to transfer \$7,000 from the Fiscal Year 2023 Legal Value Defense, cost center 5200-278 to the Community Grants budget, cost center 5920-259 to accommodate the increase in Nashua Transit System ride share requests. Motion made by Selectman Dumont, seconded by Selectman Guessfert, Carried 4-0-1 Selectman McGrath abstained.

#### K. Revenues and Expenditures, Discussion

Chairman Roy again recognized the Town Administrator.

Steve Malizia - Town Administrator

Town Administrator Malizia presented we are at three-quarters of the way or 75% through our fiscal year and we have two months to go. Just looking through our typical cost centers Highway has a little bit of a bump because certainly had extra pay and what not. Before he leaves I'll go over with Jess to be sure he has enough for the rest of the year. Overall given that we are in a default budget the departments have managed their budgets pretty well, as I always say. Included in this so the first half of the year term (inaudible) accounts we can get money from. Maybe to defray some of the. (inaudible). Automobile registrations still continue to do very well. We are running ahead of budget on 61.3% that's great. That certainly helps our fund balance. And interest is doing fantastic. The rates are rising. It (inaudible) on the interest side we're doing much better. It's been very positive for us. Everything helps. It's very positive on that side of the ledger. Chairman Roy asked does anyone have any questions.

#### L. Budget Committee Joint Workshop Request. Discussion

Chairman Roy recognized Selectman Morin (Budget Committee Ex-Officio Member) for the Budget Committee Joint Workshop discussion.

Selectman Morin presented the Budget Committee has requested us and the School Board to have a joint meeting. I know there has been some further, I don't want to say discussion, but information thrown out there that may be a joint won't be good. Because what we do maybe totally two different budgets. And

enough times between both, all three Boards together may not get up anywhere and with so many questions. The reason they want to do this is because they feel that, and I'll use what was stated, that when they ask a question they get five different answers. And they want to understand why, how we do our process, and how we spend our money and how we get grants and things to that, because they feel they don't get the information they need. So it was asked that we do this for June 30th if I remember correctly. When I said I would bring it to the Board and again they'll be open, they'll be open to discuss this. With discussion goes forth and decide we're going to do this or we're not going to do this. There will be a joint meeting of members of this Board, member of the School Board and some of their Board the put together and handled forward. So that's what they're asking that. And like I said I can't say we're going to do it together because that was how it was going to be. But after thinking because that's a lot of information and would be short time if we do all three Boards as is. We just back and forth. I can't give you an answer how that'll work. Chairman Roy said I'll just sort of start with thanking Mr. Gasdia for trying to initiate that last year. We had a lively discussion. So I want to thank him. I think it's a great idea. May be it is impractical for all of us to be just because of all the different components. Although I think also some value in all hearing what each other has to say. Alright, so, but I'm good either way, I think it's a great idea.

Selectman Guessferd commented yeah, it's, I like the idea of maybe forestalling some work, avoiding some issues later in the year as the budgets come out. And maybe, hopefully, one of the goals it would involve less questions. In you know- Selectman Morin interjected that's what it's supposed to be. Selectman Guessferd asked what is your, you're in favor of this. Selectman Morin said yes. Absolutely. Selectman Guessferd continued I think it's a good idea too. However, we decide to do it I think we need to kind of figure out the format and perhaps get some questions ahead of time from them. Chairman Roy interjected obviously we need an agenda. All of that. But I think conceptually it's a good idea.

Selectman Morin added just so you are clear, because I'm don't remember if it said it in here or not. But um just to make it clear they wanted the financial people, even the attorneys. They were questioning that but I'll get into that with Selectmen Comments about the attorneys. But they would like the attorneys there. And I know the School Board rep had some concerns where they are coming up to the busy time of the school year with graduations, whether they were going to be able to make that June 30th too. So if we have a joint one we need to take that into consideration for their Board.

Selectman Guessferd commented I think the June 30th date is kind of an artificial date in some ways. As a matter of fact, it coincides with obviously the end of the fiscal year, but if it's slipped into July. Chairman Roy interjected because we don't really start the process for some months out. Selectman Guessferd said right, this is the very beginning. Once we get into June and July maybe it will allow us to focus on it. Something to think about. Maybe challenge that date.

Mr. Morin inquired do you want a motion on that or are we all. Town Administrator said a consensus of the Board. The Board is willing and amicable to do it and then the Budget Committee can. Selectman Guessferd then said the next step is theirs at this point. Selectman McGrath said it's going to be a free-for-all myself. Selectman Guessferd then said and that's part of my concern. I think everyone would have that concern. Chairman Roy said hopefully everyone would be professional and respectful of the forum. Selectman McGrath added there is always hope.

#### M. Former Town Clerk/Tax Collector Recognition, Discussion

Chairman Roy recognized Selectman McGrath to talk about the Former Town Clerk/Tax Collector Recognition.

Selectman McGrath presented I got information concerning the lady that took over and did that duty when, in the interim, above and beyond what she was normally doing. You know I'd like to, you think that she should be recognized for that and thanked for that. But I also think we probably owe her some sort of a bonus or compensation because she did do extra duties that were above and beyond what she normally did.

Selectman Guessferd commented so she did get a bump, right. Town Administrator Malizia said but the other thing to be concerned with is that she is in a bargaining union. It's not that easy to do something. Certainly if your goal is to recognize her, we can thank her publicly, she is well appreciated and I think that was her intent. Chairman Roy said if I could maybe make a suggestion that it be a little bit more formal. Like at the next meeting we have a letter prepared. Selectman McGrath responded that would be fine. She just needs to be. You know when employees step up and take on other things that they are not normally required to do, you know we need to recognize that. Selectman Guessferd agreed I absolutely agree the recognition is due. Chairman Roy concluded so the next meeting to do something a little more formal.

#### N. Nominations & Appointments - BOS Chairman and Vice-Chairman, Decision

Chairman Roy moved on to Nominations and Appointments of the Board of Selectmen Chairman and Vice-Chair. Chairman Roy recognized the Town Administrator.

Steve Malizia - Town Administrator

Town Administrator Malizia began so as is your practice, we can do this several different ways, you can make the nominations in advance for Chair and then Vice-Chair. After the nominations are closed, you vote on who the nominees are for Chair and Vice-Chair. It's typically Chair first, Vice-Chair second. This is for the rest of this year, until the next election. So with that everybody's free to make a nomination.

Selectman Morin said I make a motion for Selectman McGrath for Chairman.

Chairman Roy said I'll nominate Selectman Guessferd.

Town Administrator Malizia said if there aren't any other nominations you would close nominations and go into voting mode. Chairman Roy said there appears to be no more nominations. Town Administrator Malizia said nominations are closed. Selectman Morin inquired does there have to be a second on that. Town Administrator Malizia replied I don't know. Did anyone second yours. Selectman Morin said I didn't hear any. [inaudible] Maybe I'm missing something.

Town Administrator Malizia asked is there a second for Selectman Morin's nomination. Selectman Morin said I don't think I was nominated. Town Administrator Malizia said no I was saying who you nominated. Selectman Morin said okay; I thought you were saying I was nominated. Selectman Dumont as far as I know it's always been customary to second the nomination.

Selectman Dumont said I'll second that.

Town Administrator asked is there a second on the other nomination. Okay, so make a motion to. Selectman Guessferd said let me ask a question. Just so we have, is it going to be proper. Can they second for themselves. Chairman Roy said in a small forum.

Selectman Guessferd said I'll second for myself then.

Town Administrator Malizia said it would seem to me to be appropriate that would.

Selectman McGrath has been nominated and seconded. Are you all in favor. Selectman Morin asked of what. Town Administrator said Selectman McGrath being appointed Chair. Carried 3-2.

Town Administrator Malizia said so Selectman McGrath is the Chair. Now I think you should accept nominations for Vice-Chair. Chairman Roy asked so does somebody want to nominate the Vice. Town Administrator Malizia asked anybody.

Selectman McGrath said I'll nominate Selectman Morin, seconded by Selectman Dumont.

Town Administrator asked are there any other nominations for Vice-Chair. I don't see any so. Chairman Roy said all those in favor say aye. Carried 5-0.

Town Administrator said so Selectman Morin is the Vice-Chair.

## 9. BOARD LIAISON REPORTS

Chairman Roy announced so we are onto Board Liaison Reports. Selectman McGrath do you have anything.

Selectman McGrath: The Police Department had their ceremony the other day and it was well attended. It's good that they broke ground. And they'll finally have the new addition and it's going to get built and occupied.

Selectman Morin: The Budget Committee has sent in three additional request for information. One is all the receipts for the attorney. What was the date for about a year? Town Administrator Malizia commented I believe for fiscal year 22 for all the legal expenses, any NRPC for the same period of time and I believe they asked for the stipulations as agreed to between the Planning Board and the development down the south end. Selectman Morin said that were related to the Town financials. And that I believe is being addressed at the next Budget Committee meeting. We take out whatever they have That's where we are with that. I did not attend Conservation last night because I was at the Recount. And Benson Committee is on Thursday night.

Selectman Guessferd: we had a few activities going on with the Rec Committee. There is ah. There was very good attendance at the Easter Waffle Breakfast. They just and this is really important, for the summer, early registration for the Rec program this summer. It actually ended yesterday but they extended it to Friday. So if anyone out there is interested in applying get your registration in. Registration are still open for that. And let's see, ah. Cable Committee we had a meeting scheduled for last night but couldn't do one because several people were missing. Would not be able to attend. So we are going to try and the Planning Board is reviewing the Plan which is scheduled for Public Hearing tomorrow night. And tried and the goal is to try and get it done by June for the update understanding that it is a living document. Hopefully we will be able to update it after that. To kind of not throw it away for 15 years on a drawer like we've kind of done in the past. I think it is something we have to continue to look at and be there and tweak it as necessary. As we need to or have the opportunity to do so. Aside from that that's what I got.

Selectman McGrath asked can I add something to yours. I agree the Master Plan is something that needs to be updated but I think too that the Town have visioning sessions more often than have happened in the past. And because that will get a good balance of hearing from developers that want to, think that they want to change zoning whatever it is. There's also residents that might be impacted. So it could be a good cull of community to have that done.

Chairman Roy: I'm all set and Selectman Dumont hasn't anything.

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

Town Administrator Steve Malizia: just a quick thing, next waste collection day is April 22nd that's a Saturday from 8am to 12 pm. It's Nashua on Crown Street and it's open to all Hudson residents. A list of what you can bring is on our website and the street sweeper is at the North end of Town. It's out there. If people ask what street is it going to be on, it's hard maybe sometimes because it breaks down, takes longer. Everybody please be patient. It is out there. Starting on the North end of Town this year and it will make its way through and hopefully before Memorial Day.

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

Chairman Roy recognized Mr. Gasdia, the School Board Rep.

Chairman Gasdia: thank you, Congratulations to Selectman Morin and Selectman Dumont. And the Chair and Vice-Chair good partnerships The relationship between these two Boards over the last few years has become great. Looking forward to continue that path. In the schools, a lot has been done. Recently regarding school safety, we have had drills in all the schools over the past two weeks. You know I just ask anyone out there that is listening you know talk to your kids about how to be safe. Know what they're doing, know what they're know what's going on. Really it's a whole community thing. To prevent things from happening there really needs to be the whole community working together. Lots of great stuff happening. We have April vacation coming up in two weeks. We have multiple groups traveling the country. So we have our as the DECA will be in Orlando in a National Competition. Our Band and Choral groups will be at Disney performing there. And as we get into May we will have Beauty and the Beast is the musical they're putting on. When the weather gets better and less distracted we do the fun stuff. And that's all I have.

#### **12. OTHER BUSINESS/REMARKS BY THE SELECTMEN**

Selectman McGrath: replied I don't have anything else.

Selectman Morin: first I'd like to thank the Hudson voters for electing me to my third term. It is very much appreciated. And I would like to answer to Mrs. Jakoby's comment. It's come up again that we don't represent the residents. I find that, you know, one way or another we are representing the residents. It doesn't. The problem is we don't agree. That's the issue so I'm not representing her because I don't agree with her outlook and how things should be. And it's interesting because I posted some information on social media because there was some misconceptions out there and some information being submitted. She asked me specifically why I support something. I gave her a very long list of why I did it and I got no comment back. I don't represent people. So my problem is there's not just the south end of Hudson. Not just the north end there's central Hudson also. We represent all these people whether we agree or disagree

whether we have different opinions we represent them. So it's kind of an unfair analogy that we recognize the residents. Well there are residents in this Town that did support what was going on down there. There were a lot of things that could have been taken care of that weren't taken care of. We followed the rules and regulations. We got the sewer pipe which is documented. Just this case is where this is all coming from. Okay, a lot of Boards looked at this project before it even got to the Board of Selectmen. And they approved it. So they are the ones that see all this stuff way beyond all and what she talked about was the sewer pipe. We didn't go through the regulations. We didn't go through construction. We didn't go through all the stipulations. That's their job. Conservation took a hard view at it. I sat on the first four Amazon committee when we went through that. I sat on the Conservation Committee. I went to almost every meeting. The ones I didn't go I watched on TV. I looked, I actually sat in my house and looked into my computer on Nashua Telegraph. I researched this piece of property. The EPA stuff. Okay. What went on at how the citizens came through. Got all the information on that. When the Casino came in, I went through all of that. The stores that Merrimack got are making a killing on that we could have had, we lost that. I researched all that. So I didn't come into this blind. I have all the information to represent this community and the citizens as a whole because they took the time to do it. So to think we don't represent, I don't represent the community is a farce. I just wanted to make sure it was clear. If she had stayed, usually she stays till the end of all meetings. That's all I have to say. Thank you.

Selectman Guessferd: The only thing I will say is it was a little bit disappointing to only have 3,000 voters. For those who did come out, thank you very much and we appreciate your citizenship, you're getting involved. And the folks we have coming up for more Boards, I see more names on Boards for people to come up for appointments. We need more citizens that are engaged in the community. But again, it's, I think we harp on this time. We had 11 - 12,000 people come out for national elections and for ours we get 3,000 this time 3100 I think it was voters that came out. I'd like to have more people to represent in voting and voicing what they want. We saw some clear messages and they're a part of this but I do want to say and I think we've said thank you voters for trusting us with the budget this year. And thank you for the budget. It would have been a tough third year beyond that we are going to do the very best we can to represent all of Hudson this year. And I hope that, I think all of us would share that desire. So we will continue to go full to go moving forward. That's it.

Selectman Dumont: I'd just like to thank the voters and the citizens to obviously give me an opportunity to for a great Town. Bear with me a little bit but I promise I'll give it my best. Thank you.

Chairman Roy: So I want to congratulate Mr. Dumont and Mr. Morin and I want to thank everybody for their support during my tenure as the Chair. And I only hope that we can go forward in the next year displaying professionalism and avoiding some of the pettiness that has happened and lead by example. That's what we are supposed to do, to lead by example so all the members can be as a forum and we can recognize the citizens have chosen all of us to represent them. So I think we need to continually seek the essence of that.

Chairperson Roy asked Mr. Malizia to take us into nonpublic.

### 13. NONPUBLIC SESSION

Under RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. (b) The hiring of any person as a public employee. (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body

itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant and (e) Consideration or negotiation of impending claims of litigation which have been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with anybody or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.

Motion to go into nonpublic made by Selectman McGrath, seconded by Selectman Guessferd. A roll call vote was taken. Carried 5-0.

Chairman Roy: Nonpublic Session is being entered into at 9:03 pm thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered open session at 10:29 pm.

#### **Motions made after nonpublic session**

- 1) Selectman Morin made a motion, seconded by Selectman Guessferd, to hire Patrick Demarco as a part-time videographer, classified as a "Special Shift Employee" with a starting salary of \$15.00 per hour. Carried 5-0.
- 2) Selectman Dumont made a motion, seconded by Selectman Guessferd, to hire Barbara Bouley as Town Treasurer as recommended by the Finance Director. Carried 5-0.
- 3) Selectman McGrath made a motion, seconded by Selectman Dumont, to hire Sithoem Prak as a Police officer with a starting salary of \$27.17 (Step 1) per hour, all in accordance with the Hudson Police Employees Association contract. Carried 5-0.
- 4) Selectman McGrath made a motion, seconded by Selectman Guessferd, to extend the probation of Firefighter Mitchell Rufiange for up to an additional three months with a completion date of July 18, 2023, for a total of up to 12 months as recommended by the Fire Chief. Carried 5-0.
- 5) Selectman Guessferd made a motion, seconded by Selectman Dumont, to hire Francis Enos for the position of Deputy Fire Chief, a non-exempt position, in accordance with the Hudson Police, Fire and Town Supervisors Association, Step 7, with an annual salary of \$115,179.00 with a step after the successful completion of a six-month probation, as recommended by the Fire Chief. Carried 5-0.
- 6) Selectman Morin made a motion, seconded by Selectman Dumont, to appoint Public Works Department Supervisor Jason Twardosky to the position of Interim Director of Public Works at a salary of \$112,671 per year, effective April 30, 2023. Carried 5-0.
- 7) Selectman Morin made a motion to adjourn at 10:29 pm. This was seconded by Selectman Guessferd. Carried 5-0.

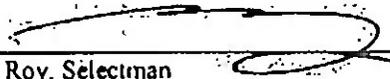
14. ADJOURNMENT

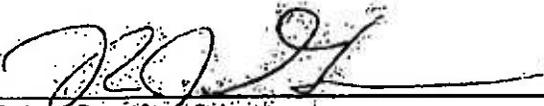
Motion to adjourn at 10:29 pm by Selectman Morin, seconded by Selectman  
Guessferd. Carried 5-0.

Recorded by HCTV and transcribed by Diane Cannava

  
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Marilyn McGrath, Chairman

  
\_\_\_\_\_  
David Morin, Vice Chairman

  
\_\_\_\_\_  
Kara Roy, Selectman

  
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Robert Guessferd, Selectman

  
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Dillon Damon, Selectman



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town of Hudson 12 School Street Hudson, NH 03051	<b>Member Number:</b> 206	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:								
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Each Occurrence</td> <td style="width: 40%; text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>General Aggregate</td> <td style="text-align: right;">\$ 10,000,000</td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td></td> </tr> <tr> <td>Med Exp (Any one person)</td> <td></td> </tr> </table>	Each Occurrence	\$ 2,000,000	General Aggregate	\$ 10,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)	
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Combined Single Limit (Each Accident)											
Aggregate											
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2023	7/1/2024	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> <input checked="" type="checkbox"/> Statutory               </td> <td style="width: 40%;"></td> </tr> <tr> <td>Each Accident</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Disease - Each Employee</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Disease - Policy Limit</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease - Each Employee	\$2,000,000	Disease - Policy Limit	
<input checked="" type="checkbox"/> Statutory											
Each Accident	\$2,000,000										
Disease - Each Employee	\$2,000,000										
Disease - Policy Limit											
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Blanket Limit, Replacement Cost (unless otherwise stated)</td> <td style="width: 40%;"></td> </tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)							
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**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>  <b>Date:</b> 2/16/2024    mpurcell@nhprimex.org
NH Department of Safety 33 Hazen Drive Concord, NH 03301			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax