



TOWN OF HUDSON

Board of Selectmen



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

BOARD OF SELECTMEN MEETING

February 11, 2025

7:00 PM

Board of Selectmen Meeting Room, Town Hall

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ATTENDANCE**
4. **PUBLIC INPUT**
5. **RECOGNITIONS, NOMINATIONS & APPOINTMENT** - None
6. **CONSENT ITEMS**
 - A. **Assessing Items**
 - 1) 2024 Property Tax - Supplemental Tax Bill: Map 178 Lot 028 – 71 Kimball Hill Road
 - 2) 2024 Property Tax – Supplemental Tax Bill: Map 246 Lot 052 – 9 Muldoon Street
 - 3) Veteran tax Credit: 25 Glasgow Cir. – map 149/lot 001/sub 031
 - B. **Water/Sewer Items** - None
 - C. **Licenses & Permits & Policies**
 - 1) Raffle Permit – British Cars of NH
 - D. **Donations** - None
 - E. **Acceptance of Minutes**
 - 1) January 28, 2025

F. Calendar

2/11	7:00	Board of Selectmen	BOS Meeting Room
2/12	9:00	Planning Board	Buxton Meeting Room
2/17	** TOWN HALL CLOSED ALL DAY – PRESIDENTS DAY **		
2/18	6:30	BOS/School Board Joint Meeting	Barnyard Café - Alvirne
2/18	7:00	Municipal Utility Committee	BOS Meeting Room
2/19	6:00	Library Trustees	Hills Memorial Library
2/20	7:00	Benson Park Committee	Hudson Cable Access Center
2/24	7:00	Sustainability Committee	Buxton Meeting Room
2/25	7:00	Board of Selectmen	BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on January 28, 2025

- 1) Selectman Morin made a motion, seconded by Selectman Dumont, to promote Master Patrol Officer David Glaser to the position of Sergeant at \$43.24 per hour according to the Hudson Police Employee Association Contract (step 6). This elevation in rank would be effective on 03 February 2025. Motion carried, 5-0.
- 2) Selectman Roy made a motion seconded by Selectman Jakoby, to approve the hiring of Ana Luzardo at \$21.61 per hour (step 3) of the Town of Hudson Support Staff Union, Teamster Local 633, as recommended by the Interim Finance Supervisor upon completion of successful background and credit check. Motion carried, 5-0.
- 3) Selectman Morin made a motion, seconded by Selectman Dumont, to re-hire Nicholas Fazio of Hudson, NH effective January 29, 2025 at \$24.25 per hour (grade 8, step 1) in accordance with Teamsters Local #633 agreement. Motion carried, 5-0.
- 4) Selectman Morin made a motion, seconded by Selectman Roy, to adjourn at 8:32 p.m. Motion carried, 5-0.

8. NEW BUSINESS

- A. Granite State Glass Bid Acceptance – *Police/Decision*
- B. 9 Industrial Drive, Release of Agreement – *Engineering/Decision*
- C. 9 Industrial Drive Property, Revenue Opportunity – *Engineering/Decision*

9. SELECTMEN LIAISON REPORTS/OTHER REMARKS

10. REMARKS BY TOWN ADMINISTRATOR

11. **REMARKS BY SCHOOL BOARD**

12. **NONPUBLIC SESSION**

RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted. **(b)** The hiring of any person as a public employee.

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

13. **ADJOURNMENT**

Reminder ...

Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than **12:00 noon on Thursday, February 20, 2025.**

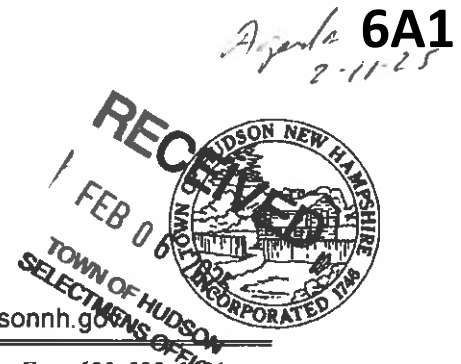


TOWN OF HUDSON
Office of the Assessor

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

www.hudsonnh.gov

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



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

February 11, 2025

From: Jim Michaud, Chief Assessor

Re: 2024 property tax - supplemental tax bill
Map 178 Lot 028 – 71 Kimball Hill Road

The above property is subject to a new law change (attached) that was effective April 1 2024 that governs fractional interest in real property, and the treatment and application thereof, when it applies to disabled/deaf/blind exemptions. In the past there was no way to fractionalize a blind/deaf/disabled exemption value amount when there was a partial interest ownership by a qualified exemptee in real property.

In as much as this was a new law for 2024, the property owner ended up receiving the full disabled exemption amount (\$132,000) on their final 2024 property tax bill, when they should have only received fractional exemption amount that comports with their interest in the real estate, 72% as per recorded deed. This has been corrected going forward in the tax collection software system. This supplemental tax bill will reflect the recovery of the taxes associated with the excess 28% disabled exemption that the owner received on their final 2024 property tax bill. The property owner was prior notified that a supplemental tax bill was ensuing. The attached supplemental tax bill aptly corrects for the above and the supplemental tax bill statutory cite is RSA 76:14.

Motion: To approve a supplemental tax bill for 2024 tax year property taxes for Map 178 Lot 028, 71 Kimball Hill Road, as attached, as recommended by the Chief Assessor.

2024SuppBill71KimballHillRd

Section 72:41

72:41 Proration. – If any entitled person or persons shall own a fractional interest in residential real estate, each such entitled person shall be granted exemption for the blind under RSA 72:37, the disabled under RSA 72:37-b, the deaf or severely hearing impaired under RSA 72:38-b, or the elderly under RSA 72:39-b, in proportion to his or her interest therein with other persons so entitled, but in no case shall the total exemption to all persons so entitled exceed the amount provided in RSA 72:37, 72:37-b, 72:38-b, or 72:39-b.

Source. 1969, 496:1. 1970, 54:3. 1975, 397:4. 1983, 155:6. 1996, 140:4, eff. Jan. 1, 1998. 2023, 119:1, eff. Apr. 1, 2024.



TOWN OF HUDSON

Office of the Assessor

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

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RECEIVED

FEB 06 2025

TOWN OF HUDSON
SELECTMEN'S OFFICE
www.townofhudsonnh.gov



6A2
2-11-25

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

February 11, 2025

From: Jim Michaud, Chief Assessor

Re: 2024 property tax - supplemental tax bill
Map 246 Lot 052 – 9 Muldoon Street

The above property incorrectly received a “Spouse of a Veteran Killed in Action” (RSA 72:29-a) Tax Credit of \$3,000, when it should have been only at the maximum of \$2,000, as called for in that RSA and as voted on by Hudson voters in March of 2007. The tax collection software was not mapped correctly to the \$2,000 credit and was pulling from the Totally & Permanently Disabled Tax Credit code, that has since been worked on with Harris Corp (Munismart) and has been rectified. The property owner was prior notified that the correct amount was supposed to be \$2,000. The attached supplemental tax bill aptly corrects for the above. The supplemental tax bill statutory cite is RSA 76:14.

Motion: To approve a supplemental tax bill for 2024 tax year property taxes for Map 246 Lot 052, 9 Muldoon Street, as attached, as recommended by the Chief Assessor.

2024SuppBill9MuldoonSt



TOWN OF HUDSON
Office of the Assessor

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


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Page 2 -11-2025 **6A3**
RECEIVED
FEB 06 2025
TOWN OF HUDSON
SELECTMENS OFFICE
TOWN OF HUDSON NEW HAMPSHIRE
INCORPORATED 1748

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

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: February 11, 2025

FROM: Jim Michaud, Chief Assessor 

RE: Veteran Tax Credit:

25 Glasgow Cir – map 149/ lot 001/ sub 031

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

James Matos - 25 Glasgow Cir – map 149/ lot 001/ sub 031

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

Agenda
2/11/25



RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization: British Cars of NH

Address: 90 John Geise, Treasurer, 153 Crooked S Road, Lyndeborough, NH 03082

Raffle Benefit of: The New Hampshire Food Bank

Date & Time of Raffle: Saturday, July 26, 2025 11AM to 2pm

Raffle to be held at: BCNH Annual Show of Dreams

Prizes: Various, - Car Related & Household Items donated by Businesses, club members and organizations from all over New England

Date of Ticket Sales: Sat, July 26, 2025
(must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number

Diana S. Stanley for BCNH

Applicant's Signature

Diana S. Stanley

Applicant's Printed Name

BCNH c/o D. Stanley 64 North Shore Dr.ctr Barnstead, NH 03225

Address

603-568-9795

Phone Number

Approved on: _____, by

HUDSON BOARD OF SELECTMEN

Chairman _____

Selectman _____

Selectman _____

Selectman _____

Selectman _____

(Fax completed form to 603-598-6481 or e-mail to lweiss@arber@hudsonnh.gov, with Raffle Permit in subject line.)



DESCRIPTION OF RAFFLE

Distribution of Tickets:

Tickets will be sold on Saturday, July 26, 2025 at the British Cars of NH 28th Annual Show of Dreams at the Alvirne Hills House Field from 10am to 1pm. Tickets will be sold to show participants and spectators. Proceeds from the raffle to benefit the New Hampshire Food Bank.

Drawing Date:

Saturday, July 26, 2024 to begin at 11am to 2:00pm

Prizes:

Various car related items, household items, jewelry, gift certificates and items donated by club members, local shops and artisans.

Sample of ticket:



HUDSON, NEW HAMPSHIRE BOARD OF SELECTMEN

Minutes of the January 28, 2025 Meeting

1. CALL TO ORDER – by Chairman Guessferd the meeting of January 28, 2025 at 7:00 p.m. in the Selectmen Meeting Room at Town Hall.

2. PLEDGE OF ALLEGIANCE – Police Captain McElhinney.

3. ATTENDANCE

Board of Selectmen: Bob Guessferd, Dillon Dumont, Dave Morin, Kara Roy and Heidi Jakoby.

Staff/Others: Town Administrator - Steve Malizia; Police Captain – Steve McElhinney; Police Captain – David Cayot; Deputy Fire Chief – Jim Paquette; Town Engineer – Elvis Dhima; Public Works Supervisor – Jeremy Faulkner; Interim Finance Supervisor – Beth McKee; Executive Assistant - Lorrie Weissgarber.

4. PUBLIC INPUT

Craig and Debra Putnam – 59 Rangers Drive

Craig Putnam: We assume the members the Board of Selectmen, as well as the Town Administration, know why we're addressing you this evening. It's important though that the public understand what happened in preparation for the last Board of Selectmen meeting. I will headline our comments tonight as no good deed goes unpunished. In late December we made a donation to the Hudson Police Department Comfort Dog Fund. Debbie delivered a check to the Hudson Police Department, she was thanked and we thought nothing more of the matter. The evening of the last Board of Selectmen meeting, January 14th, Debbie received an email message from another resident in town alerting us to the fact that a photo copy of the check she had written had been included in the packet for the BOS meeting. We of course were shocked and astounded that such a thing would happen. We understand that it is the practice and policy of the Board of Selectmen to approve donations made to the town. What we don't understand is why a photo copy of our check was included in the packet, a document that is publically available to anyone accessing the town's website. The check had been written on our personal checking account. It should be no surprise to anyone that an account such as that would have multiple connections to other entities such as financial institutions, and utilities as well as the federal government. We also have many instances of automatic payments set up to pay our various bills from that account. Think about the information that's on a personal check. Not only names and addresses are there but the name of the bank, the banks routing number and the account number all as well, all as well as the check number and signature. That information taken together is all highly sensitive and can be easily used to hack the account and even worse steal an identity. That same evening Debbie sent an email to the Town Administrator requesting the PDF file version of the BOS packet should be immediately edited to remove the image of the check and then republished. As a follow up to the email acknowledging that the packet had been edited to remove the particular page, Debbie requested that anyone who received the packet either through email or a physical copy should be notified immediately to delete the PDF file and if a hard copy, destroy the page in the printed document that had the image of the check. That message should have gone to all the members of the BOS, Mr. Gasdia, if he gets it, I'm not sure. And anyone in the town administration who had access to the original PDF file. Debbie verified that the requested edit to the PDF document had been made and that it was republished. Thank you for getting that done quickly. She has also noted that similar, that a similar donation was handled differently in tonight's packet which was good to see. What we don't know is whether our request to destroy existing copies of the packet from the last meeting was honored. We're assuming it was but we have no confirmation of that fact. As a professional courtesy it would have been appropriate to cc us on the email sent to all previous recipients of the document informing them of what needed to be done. We are taken at back that that didn't happen and are left to wonder what message was sent out or if a message was sent out at all. We're assuming a message was sent and it would be much appreciated if that message could be forwarded to us ASAP for our records. What we don't know of course is who else might have downloaded the BOS packet from the town website. There's simply no way to tell that at this time. The next morning Wednesday,

my wife and I immediately contacted the bank where we spent an hour and a half getting our checking account shut down and replaced with a new one. We want to expressly thank the Digital Federal Credit Union or DCU for being so responsive to our needs. That said there's only so much that the credit union could do to help us out. So Debbie and I subsequently spent the better part of the next three days tracking down all the financial relationships that had to be modified to point to the new account. We want to make it clear that we believe this was an error. It's not our intention to throw any individual under the bus. It's also abundantly clear that additional training needs to be put in place regarding information security awareness and the town's policies regarding that. We hope that this will be a new high priority for the new Town Administrator as a mistake unchecked at this has a potential of turning into gross negligence. Multiple individuals have advised us to sue the town. My wife and I are not the litigious sort and we have not, so far, been financially harmed. So it's not our intent to do so. But, that could change down the road. For example, despite our best efforts at cleaning up this mess a payment could be missed which could result in a fee or a negative impact on our credit rating. In fact we're dealing with the fallout of this event even two weeks later. As some of you know I've spent many years in higher education. I have always valued a teachable moment. I think this is such a moment and I hope, we hope, the BOS and town administration will see it that way. Thank you. Chairman Guessferd: I was just going to say, on behalf of the Board that we apologize for that. As the Chair of the Board I'll take responsibility in the end and we, I believe this is never going to happen again. Debbie Putnam: I appreciate that. You were the first to respond that evening, that same night. Selectman Jakoby: Was there a memo? Because I don't recall seeing a memo to this. Unless someone else received one. Chairman Guessferd: I don't know. And that's what we'll have to check and see. I mean you've asked that question, we will track it down. And if there was... Craig Putnam: That request was made the next morning. Debbie Putnam: As soon as I received, and I have a copy of the memo right here. I thanked Steve. I said thank you Steve. And I said, but then this is the next step that has to occur. Because otherwise it's still out there. Craig Putnam: It's out there period, anyway. But, all physical copies should be destroyed that you know of because you each get a copy of the packet, a physical copy. Plus, if any of you had downloaded the packet then you should know to download the new one that doesn't have the check in it. Chairman Guessferd: Typically, I think after the meetings, at the end of the meeting, all of us turn out packets in. So, I can tell you as long as that happened, I think it did, that all those have been destroyed. Craig Putnam: OK, well that's good to know. Thank you. Chairman Guessferd: Thanks for coming tonight. We'll do everything we can to help. Debbie Putnam: We appreciate it. It was... to anyone else, it was terrifying, the amount of work it went into it. Unbelievable. Chairman Guessferd: Like you said a teachable moment.

James Crowley – 4 Fairway Drive

I have lived there for 37 years. Since Board of Select has primary authority to authorize, review and prove revisions to permit processes in Hudson, I am here tonight to hopefully start a needed review of current building permit procedures. Secondly, I want to explicitly state my concerns with what subjects Hudson to what can be avoidable future litigation. First I'll give you the overview of the process. I need to give you a summary overview of the process before you can understand that avoidable gaps in the building permit process. Anyone wishing to newly erect or improve a building on their property fills out a building permit form which starts the process. When this first phase is completed and approved, it starts the process of other required permits. The foundation permit is a primary one that I wish to discuss. Now a foundation permit highlight. First understand one page one of the original building permit application it states some building permit applications must be accompanied by a plot plan to scale showing the proposed structure relationship to property lines. This plan requires a licensed land surveyor stamp and certification. The applicant then completes the total eight page form and submits it. And all required extra documents and plans, the fire department, inspectional services division. When all requirements are satisfied a fee is collected and a foundation permit is issued by the town. On the foundation permit issuances for new structures it requires a certified foundation plan is required prior to issuance of a framing permit in large bold letters. I have a sample of one if Board members care to see it. I have handouts if it's alright with the Chair. Chairman Guessferd: I don't have a problem with that. Now you may be wondering where there are any problems with this process and what really needs to, needs improvement. Here's what I think needs improvement. Knowing experienced contractors and especially typical homeowners with minimal construction experience can and do make errors that lead to ZBA case hearings. For example, a recent case heard by the ZBA on 01-23-2025 for an Equable Waiver of Dimensional Requirement: the applicant was a homeowner, paid the fee and received the foundation permit all electronically but per their testimony never bothered to print or read the

issued permit. Then to compound it all the foundation was located within setback areas and even a structure was erected on it. The ZBA voted to deny the case. All could have been avoided by adding several well-placed check point conditions and revisions to the whole permitting process. The current process is first deficient at the Foundation Permit fee collection and issuance phase. The fee can be paid electronically and then the permit is issued electronically. All is very efficient but does not ensure there will be an understanding or compliance to the conditions of the permit. An easy solution to this as with any contract is for the town to require a document to be signed by the receiving applicant and to verify, they have read and agreed to the conditions of the Foundation Permit before any in the field construction efforts can start. Yes, this additional step in the process would require the applicant to come to the town hall to sign the actual Foundation Permit on the existing "Permit Holder" signature space BUT give Inspectional Services an opportunity to answer any questions and offer guidance. Then if an electronic copy is also desired it could then be emailed to the applicant. The next deficiency in the process is where a foundation is built then requiring a certified foundation plan from an LLS. This is backward and can become very costly if a foundation is not located correctly. This step in the process begs to be improved. This potential problem could easily be eliminated by requiring somewhere in the original building permit application that if a Foundation Permit is issued all principal and accessory buildings with greater than a 500-sf footprint requires an LLS to stake out foundation corners prior to start of any form work, reinforcing placement and pouring of the foundation. This condition should be repeated in the actual foundation permit in bold and capitalized letters. I picked the 500-sf number. The ZBA and inspectional services might suggest different values. Part two of my concerns tonight is what I witnessed at the 01-23-2025 ZBA hearing. It demonstrates how Hudson can become involved with avoidable ZBA caseloads and future litigation. First, I attended and supplied testimony at that ZBA hearing for the Equitable Waiver of Dimensional Requirements I mentioned earlier. I was impressed with how the chair and board members were very thorough and professional. However, the way the current building permit process currently operates the ZBA had to struggle with determining whether the homeowner initiated and followed his understanding of the permitting process and made an honest and defensible mistake. In my opinion this gray area could be eliminated with additional educational checkpoints I suggested earlier. I am concerned that the BOS liaison who has valuable knowledge and professional experience in construction permitting found it necessary to intently question the ZBA member who made the DENIAL motion and make that ZBA member defend that position. It appeared to the public that the BOS liaison had a significant concern with future litigation possibilities if a denial vote succeeded. I am also concerned that the BOS liaison found it necessary to get up then pass in front of the public audience and quickly leave the hearing room to follow the abrupt exit of the disgruntled homeowner who had just previously picked up a Request for Rehearing form. Again, this visual display to the public made them wonder about his significant concern with future litigation possibilities. This unintended appearance of a town official to potential future litigation possibilities was preventable and could have been avoided if more checkpoints were added to the permitting process. In closing the suggested checkpoints would supply additional protection needed to all experience levels of applicants, the public and the town of Hudson if implemented. I respectfully request the BOS to request a response to my building permit findings and suggestions, to obtain replies from applicable town departments, then schedule its review as an agenda item at a BOS hearing which would include an opportunity for public input on the department findings and comments. I want to thank the board for this public input time and will answer questions now, in public, if you want. Chairman Guessferd: Does anybody have anything? The only thing I'll say is that can you provide us with that letter so we can look at it? You know outside the meeting? Mr. Crowley: I will most definitely submit it. I just want everybody to understand. I really respect this Board and the people on it and their knowledge and I'm just trying to make the best better if I can. Chairman Guessferd: If we have all the information we can at least look at it. Appreciate you coming tonight.

Paul Inderbitzen – 2 Timothy Lane

I'm the town and school moderator. You're going to have on your agenda tonight, you're going to be finalizing who's going to speak Saturday at our Deliberative Session. I wanted to bring up some important points to the public. Since I haven't heard much out there about it. There are three days left for people to sign up for offices in the town. Friday 5:00 is the deadline. I know people wait awhile to do that but we have a lot of important positions open. It's important people consider taking part in their community. It's a commitment, sometimes and maybe not all time consuming as some people think. But if you wanted to take part in your community, this is the time to do that. You can get onto a board and there are also committees

that the Selectboard appoint members to that may have openings and I know they're all posted. But for elected positions we have two Supervisors of the Checklist available. I don't know if anyone's going to be running for that. As of today they were not filled out. My position as moderator, I will not be filing for the moderator. We need to have someone. I'll work with anybody to bring them up to speed. That's not an easy job at election time and Deliberative time. There's lots of positions that are important. Planning Board positions are very important and there's even two School Board positions open. So I just wanted to bring that up in public for people who watch this. You have three days left to sign up, take a look at what's out there for positions. And, if you're interested in the Town of Hudson it's a community that need a lot of people to make it work. I would encourage them to do that. The Deliberative Session on Saturday, 9:00 at the Community Center, you will have to check in when you come in. We have asked people to show their ID in case people don't know them. You cannot register to vote at the Deliberative Session. I wanted to stress that, I had a couple questions. Voting for the Deliberative Session or signup, was the 22nd for people. Then there'll be people you can sign up to after, we you could go over this week if you wanted to register to vote up until the time of the election when the Supervisors cut it off. I hope we get people to come out, come out and see the Deliberative Session. Sometimes they're fun, sometimes they're stressful. We've had both kinds. It's the time for the public to make the ability to listen to what's being proposed in our budget and on our warrant and to take part in it. If they have questions they can ask and make amendments. I'm hoping we get a good turnout. It's not always a traditionally a great turn out. But we have that as a way for the public to be involved in establishing the warrant in the final form, it'll go on the ballot in March. So please, I ask everyone consider signing up for an elected position. There's a number of them out there, take a look online. And hopefully just bringing it up again will open that up to people start thinking about it. Not too much time left. Chairman Guessferd: Thanks for coming that's a much needed message.

5. RECOGNITION, NOMINATIONS & APPOINTMENTS

- 1) Conservation Commission – Christopher Cameron, alternate seeking member position
 - Two (2) member vacancies to expire December 2027

Selectman Morin made a motion, seconded by Selectman Dumont, to appoint Christopher Cameron to the Conservation Commission as a member with a term ending December 2027. Motion carried 5-0.

Selectman Morin: I just want to say he's attended every meeting and he's been very vocal and participated every time. Chairman Guessferd: Excellent. That's good to hear.

6. CONSENT ITEMS

Chairman Guessferd asked if any board member wished to remove any item for separate consideration. Selectman Roy: I want to remove 6F for separate consideration. Chairman Guessferd: OK, 6F. Selectman Jakoby: And I would like to add 6E. Chairman Guessferd: OK, 6E and F. Selectman Dumont made a motion, seconded by Selectman Roy, to approve consent items A, B, C and D. Motion carried, 5-0.

Chairman Guessferd: OK we'll start with the first one that was mentioned. The calendar, item F. Selectman Roy: Yes, I just wanted to remove the Cable Utility Committee meeting scheduled for February 10th, that's been canceled. So, just to take it off the calendar. Chairman Guessferd: Alright, that makes sense. Selectman Roy made motion, seconded by Selectman Morin, to approve 6F as amended. Motion carried, 5-0. Selectman Jakoby: 6E is the minutes from January 14th. I unfortunately was unable to be there and I do want to thank the Chair for adding the New Hampshire DES letter that was referenced in the conversation in the public input between the Board and the public to those minutes. So, I just wasn't part of them so I just wanted to not be part of that approval process. Chairman Guessferd: OK, so you're going to abstain from that vote? Selectman Jakoby: Correct. Selectman Roy made a motion, seconded by Selectman Dumont, to accept the minutes from January 14th, 2025. Motion carried, 4-0-1. Selectman Jakoby abstained.

- 1) Veteran Tax Credit: 6B Kingston Way – map 110/lot 003/sub 002

B. Water/Sewer Items

- 1) Sewer Abatement - S-CLM-25-01 (12/26/24) Town/Cormier 2 Clement Rd. m/l 161/048/000 Acct. #1965

C. Licenses & Permits & Policies

- 1) Petition and Pole License, one (1) new pole – Eversource
- 2) Petition and Pole License, two (2) new poles – Eversource

D. Donations

- 1) Police –Enterprise Bank for Comfort Canine Donation Account

E. Acceptance of Minutes

- 1) January 14, 2025

F. Calendar

1/28	7:00	Board of Selectmen	BOS Meeting Room
**2/1	9:00am	Town Deliberative Session	Hudson Community Center
2/8	9:00am	School Deliberative Session	Hudson Community Center
2/10	7:00	Cable Utility Committee	Hudson Cable Access Center
2/10	7:00	Conservation Commission	Buxton Meeting Room
2/11	7:00	Board of Selectmen	BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on January 14, 2025

- 1) Selectman Morin made a motion, seconded by Selectman Dumont, to promote Sergeant Alan Marcotte to Lieutenant at \$99,858 in accordance with the Hudson Police, Fire, Town Supervisors Association Contract (step 3). This elevation in rank would be effective on Monday, 20 January 2025. Motion carried, 4-0.
- 2) Selectman Dumont made a motion, seconded by Selectman Morin, to hire David Cormier of the position of Dispatcher in Fire Department at the contracted salary of \$21.47 per hour step 1 with an increase to \$26.73 per hour, step 6 upon the successful completion and receipt of his APCO Certification. This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154, as recommended by the Fire Chief. Motion carried, 4-0.
- 3) Selectman Morin made a motion, seconded by Selectman Dumont, to authorize the Board to enter into an MOU with the Professional Firefighters of Hudson IAFF Local 3154 which would extend the probationary status of Firefighter/EMT Colin Murphy until either he satisfies Hudson Fire Department training and certification requirements or May 7, 2025 whichever comes sooner, as recommended by the Fire Chief. Motion carried, 4-0.
- 4) Selectman Roy made a motion, seconded by Selectman Morin, to adjust Recreation Director salary by 32% to better align with industry market rates in NH. Motion carried, 4-0.
- 5) Selectman Roy made a motion, seconded by Selectman Morin, to adjust Department Head salaries by 5% to better align with new Town Administrator salary. Motion carried, 4-0.
- 6) Selectman Morin made a motion, seconded by Selectman Roy to adjourn at 9:52 p.m. Motion carried, 4-0.

8. NEW BUSINESS

A. Public Hearing: Fire Department Fees – Fire/Decision

Chairman Guessferd recognizes Deputy Fire Chief, Jim Paquette. Good evening, thanks for having me. I'm covering for Chief Tice who's away tonight. Back at the, on July of this year the state put a change into the RSAs in effect. That limits what we can charge for medical record requests and this public meeting today allows us to adjust the rates in the town code to get back in the line with (inaudible). It's really just a house keeping issue. Chairman Guessferd: OK, alright so we do have to have a public hearing. So I will open the public hearing, by the way does anybody have any questions first or comments? I will open the public hearing at 7:30 p.m. Is there anyone who wants to speak on this matter, in the public? Seeing none I will close the public hearing at 7:30 p.m. Selectman Dumont made a motion, seconded by Selectman Roy, to update the current Town Code § 205-4 Fire Department Fees, to be in

compliance with recent changes made to RSA 332-I-1 Medical Records, as recommended by the Fire Chief. Motion carried, 5-0.

B. Public Hearing: Grant Acceptance, Operation Underground Railroad – Police/Decision

Chairman recognizes Police Captain Dave Cayot. Thank you, good evening. So a couple months ago I had come and requested permission to apply for the OUR Rescue Grant which would allow us to upgrade our Legacy Cellbrite system to the new Inseyets Pro Online. The total cost of that upgrade is \$14,784. OUR Rescue has agreed to give us \$10,784 towards that leaving the Police Department with \$4,000 to pay. The Police Department does have a line item for Cellbrite currently and that line item is \$4,800 so we'll pay the \$4,000 from that. So I would be requesting you allow us to accept the OUR Rescue Grant in the amount of \$10,784. Chairman Guessferd: OK, does anybody have any questions? Selectman Roy: Do we know how the President's executive order today, stop all funding, will affect all the grants not just this grant. Captain Cayot: This grant won't be affected because OUR Rescue is actually a non-profit corporation so OUR company is a 501-C3 so they're privately funded, it will have no effect on this whatsoever. Selectman Roy: I'll ask the same question next time. Chairman Guessferd: That's going to be a big question going forward because there are some larger grants out there that we need to understand what our effect is going to be. Selectman Morin: In this case they've already gotten the grant and it's like you said, it's private. But I think it's worthwhile for us to at least approve these grants so if something changes we can still get them instead of holding off and then losing it. Chairman Guessferd: I'm not suggesting we should hold off. Selectman Roy: Nor am I suggesting that. Selectman Morin: I was going to bring it up myself and ask some questions. I think we should just approve and that way we're covered and we can get them. Chairman Guessferd: I think that's, I think that's the right thing. OK, I will... Selectman Dumont: I was going to make a motion. Chairman Guessferd: Well we're going to do the public hearing first. I will open the public hearing at 7:33 p.m. Is there anyone present who would like to speak on this matter? Seeing none, I will close the public hearing at 7:33 p.m. Selectman Dumont made a motion, seconded by Selectman Jakoby, to authorize the Hudson Police Department to accept the Operation Underground Railroad (OUR) Rescue Grant in the amount of \$51,784. Motion carried, 5-0.

C. Public Hearing: grant Acceptance, Domestic Cannabis Eradication/Suppression Program – Police/Decision

Chairman Guessferd recognizes Captain Cayot. So, we're here again to request acceptance of the Domestic Cannabis Eradication/Suppression Program grant which comes through the U.S. Department of Justice Drug Enforcement Administration. This year they have agreed to grant us \$25,000 to cover salaries for the eradication and suppression of cannabis. That \$25,000 would allow us to do approximately 400 hours of proactive patrolling. And I will answer any questions. Selectman Roy: I have the same question. Captain Cayot: We have received no information that this fund is affected by this. I was in contact late last week with the subject from the DEA who we do this grant through and he asked us to keep pushing through and to get him the paperwork for approval. So that's the information I have on that right now. Selectman Roy: OK, thank you. Selectman Dumont: Last year you gave a really good presentation on what this allows you guys to do outside of just the name of cannabis. Can you just explain that a little bit further? Captain Cayot: I could. So I know it's provided in the packet but, it is. It does have to do with marijuana cultivation which would be illegal marijuana. I know it's come up before is this, you know, what about the legalization? This has nothing to do with legalization. Marijuana, California is actually the biggest recipient and biggest enforcer of ERAD and they take the most amount of money. So it is for suppression of illegal marijuana grows. But it also has to do with drug trafficking organizations and them bringing marijuana into this area. And what we find comes along with that is yes, we are out there looking to suppress drug trafficking organizations for bringing marijuana into town. But what comes along with that is a lot of other drugs. Actually do have a few statistics I can share with you if you want from last year. So last year we had 21 arrests when we did this. And when you're doing suppression efforts you're going to find some stuff that doesn't have anything to do with drugs. So we did get some people who have warrants for theft, we did get some other things where we're backing up patrol and we made arrests that didn't have anything to do with drugs. But during that we made 11 arrests that were drug related. And what I can tell you is a couple of those, the subjects had marijuana but none of them was it solely marijuana. We also had other drugs to include crack cocaine, methamphetamine, fentanyl. I'll tell you about one really good case that we had that did start with marijuana during this grant. It was a subject who was selling marijuana here in town, bringing it up from Massachusetts. We caught them with 1.4 ounces of marijuana, it was in individual baggies, they were selling it from their vehicle. We did a warrant for that so they were arrested, we searched the car, found some additional stuff, did a warrant for their arrest. We ended up arresting them a few weeks later and during that arrest not only did we find more marijuana, we also found methamphetamine, crack cocaine, and almost \$5,000 in cash when we did a search

warrant on that vehicle and it was actually hidden in different voids in that vehicle. So that's just one of the cases and that's the type of pro-active stuff that we can do when we have this money. So yes it does fall under the marijuana eradication which is what we're out there trying to do. But it leads with a lot of other cases. Selectman Dumont: And that type of policing would be required even if you didn't receive this grant money, correct? Captain Cayot: Correct, but this allows us to do 400 extra hours that we normally wouldn't have the funding to be able to do. It is something that we do. We do have a two member narcotics investigation unit. So they are out there doing this type of stuff. But what it allows us to do as a force multiplier. So then use that money so that we can have additional detectives assisting them while they're out there doing it. Selectman Dumont: Awesome, thank you. Chairman Guessferd: Anybody else? I also just want to mention that, it can't be overlooked. Regardless of how we all feel about cannabis, there's some legality in this state. I know we're surrounded by states that where it is legal. So, the job is enforcement and that's what they do. Selectman Jakoby: I'll make a motion. Chairman Guessferd: Wait a minute, we've got a public hearing. So I will open the public hearing at 7:38 p.m. Is there anyone present who would like to speak on this matter? Seeing none, I will close the public hearing at 7:38 p.m. Selectman Jakoby made a motion, seconded by Selectman Dumont, to authorize the Hudson Police Department to accept the Domestic Cannabis Eradication/Suppression Program (DCE.SP) Grant that was awarded by the U.S. Department of Justice, Drug Enforcement Administration in the amount of \$25,000. Motion carried, 4-1. Selectman Roy opposed.

D. Lowell/Birch/Belknap Road Update and Proposed Tasks – Engineering/Decision

Chairman Guessferd recognizes Town Engineer, Elvis Dhima. Thank you Mr. Chairman, good evening everyone. So as you all know we are undertaking design phase of this project which is providing a better and safer intersection. It's going to provide a lot of (inaudible) on Lowell Road and County Road by extending Belknap to Lowell, Birch and (inaudible) extension. We're completing the design it's going very well. We're in the process of filing with the state, the dredge and fill permit required to do the crossing of the brook. And we're trying to get ready to do additional efforts such as the NEPA permit, which is a federal permit, and requiring the right of way that we need for this project. Our intent is to have as much as possible ready so when we have a chance in the very near future for the community that's going to go around New Hampshire before they finalize the 10-year plan, to make our case that this project should be in the 10-year plan. Similar to what we did with Melendy Road Bridge replacement which we went in front of them. We said we spent the money for design, we have the right of way we have removed the utilities. We need half for the construction phase which they, thankfully, included us in it at the last minute. And now, as you all know, we're going to be breaking ground in late April to get that bridge done by end of May. So, the idea is the same, we get the design done, we get the state permit in place, now we're trying to seek the federal permit and the right of way that we need to get this project as shovel ready. And hoping to make the same case in front of the same committee and hopefully get in the 10-year plan. This all being paid by corridor funds which are collected by the Planning Board for projects like this so this has no impact to the tax payer. And if we get this moving forward, the 20% match that's coming from the Town of Hudson, it would be matched by corridor funds. Again, zero impact to the tax payer. You're also going to be seeing a warrant article in March related to this with no impact. So with that said we're just continuing to do all we can do without cost to get this project as close as we can to the shovel ready project. If we don't do it this year we're going to try again next year and we're going to have a project that's ready to go. And who knows, maybe when the corridor fees come in maybe we'll be able to do it ourselves. But the idea is trying to get as much money as we can from the state because we have a very good case. You have motions in front of you tonight basically related to doing the NEPA permit and the right of way. The Planning Board was kind enough to recommend the expenditures for you. I asked for \$165,000, \$85,000 has been set aside to purchase the right of way. We don't know what it's going to cost yet. I might be less than that but I'm asking up to that. And what I'm asking you tonight is to approve the actual \$80,000 expenditure that's going to help us with the permit and bring the third party in to do the evaluation of the right of way that we need to purchase because we don't do that in house, it has to be done by a third party. The services will be extended to the low bid that got the job, which is Wright-Pierce they were the low bid that we went out. They were the low bid for Melendy Road and Lowell Road, the same, low bid. So it makes sense to extend these services to the low bid that's currently on this project. And with that said I will take any questions you might have. Selectman Roy: So this \$80,000 that's an extension of a contract we already awarded, correct? Elvis Dhima: Correct. That is correct. Selectman Roy: OK. And that went out to the bid process, the original contract. Elvis Dhima: You're absolutely right, correct. We went out to bid, we advertised, three bids came in, they were the low bid by quite a bit, by 10%. They've been the low bid on other projects and it only makes sense to utilize who we already in to do the work. It's always cheaper to just not mobilize anybody else to do the work. They have been the low bid on other similar tasks for us that we've done in the past. So it only makes sense that we continue this path. And

they've done good work for us. I mean they've been, we've been very successful with completing the tasks or completed the tasks that we've had in the past. But yes, we did go out to bid and we are (inaudible). Chairman Guessferd: Any other questions? Yes, that was part of my question, too. But this is an amendment to a current agreement. So, I'm not sure we would need the bid sheet for this one. Selectman Roy: No. Mr. Malizia: We've already done it. Elvis Dhima: We have it if someone wants to look at it, they can go back to when the original contract... Chairman Guessferd: Absolutely. Elvis Dhima: You have the checklist, you have the (inaudible), you have the memo, it's all in there. It's part of the packet for the Board of Selectmen, I want to say three, four, five months back. Chairman Guessferd: Right, right, I can remember that. Elvis Dhima: And if someone has any questions they can reach out to me and I can point to the packet. Chairman Guessferd: OK, any other questions? Selectman Dumont made a motion, seconded by Selectman Morin, to award additional services to the low bidder, Wright-Pierce Engineers, for the amount not to exceed \$80,000 using funds received after August 2018 on account Zone 1 Traffic Improvements 2070-000-701 and Zone 2 Traffic Improvements 2070-000-702, as recommended by Town Engineer and Planning Board. Motion carried, 5-0. Chairman Guessferd: I just want to make the comment that again, as you said, this not going to cost the taxpayers.

Elvis Dhima: If it's OK with the Board, I'd like to add a little bit of clarification based on some of the public input that was done tonight by Mr. Crowley about the case he spoke about. I don't know all the details about it, but I know enough to say that there was no building permit issued for that, only a foundation permit. And it appears to be some work related to doing work at this particular property without proper permits. So there's a little bit of that going on. Just because, you know, we have rules in place doesn't mean that people follow them. And if they don't follow the rules we have in place there's not much we can do. So I recommend you get the update from the staff related to this in the timelines before people end up getting to conclusions about this. We have a process, it does work. You're not supposed to be putting a building up unless you have a certifiable plan. But, that's not always the case, unfortunately. Especially people that move in town, they don't know the process and all that. I strongly recommend the Board to get some clarification from Zoning, Inspectional Services related to this matter because I think there's a lot more to it then just coming from the outside and saying the process is not being done. The process has worked as far as I'm concerned. It's still in a very good position, it's just we can't control the human element unfortunately. Some people are just going to do what they want to do until they stop doing what they think they want to do. That's all I have to say, I just wanted to put it up there. Selectman Jakoby: Just a follow up. I think Mr. Crowley just stated that it would be great to review the process. I know there's a lot of details and a lot of things that the ZBA and our staff have covered. I just appreciate Mr. Crowley just raising that maybe there's some review of the process for anybody and he just used that as an example. So I just want the public to clear. It was just an example not anything about that issue. He just wanted, that's the way I read the statement. So I just wanted to clarify that for you out there. Elvis Dhima: Different from where I was sitting in the back. It came across as though there was an issue with it and it needs to be fixed, that's how I read it from sitting over there. I just to make sure this is said well. You can, everyone is more than welcome to look at the procedures we have in place. But, you do need a certified floor plan before you get that. We do have a lot of people that have in front of the ZBA and asked for relief because their foundation went outside the setbacks. And have issued those in the past. This particular one, I'm not sure what happened, I don't follow everything they do. But there is a process in place, it has worked. It can be reviewed, but, the one thing we need to keep in mind is if staff has certain procedure in place and they work, I just don't want to, I don't want anyone to, you know, end up in a conclusion that's not what's really happening out there, that's all. No finger pointing or anything I just want to make sure that. At least that's how it sounded where I was sitting there, no hard feelings. Selectman Jakoby: OK, to me it just sounded like we need to continuously review policies. Thank you. Chairman Guessferd: Thank you sir.

E. FY26 Town Warrant and Warrant Article Speaker Designation – Administration/Discussion

Chairman Guessferd recognizes Town Administrator, Steve Malizia. Selectman Roy: It seemed you missed some items, Requested Waiver of Interest. Mr. Malizia: The requesting party asked that be pulled from the agenda as they resolved it. Chairman Guessferd: We updated, yes we updated the packet. Selectman Jakoby: Alright. I was not aware of that. Chairman Guessferd: You sent out a revised packet? OK. We're moving on to the FY26 Town Warrant and Warrant Article speaker Designation. Mr. Malizia: So, typically at the Town Deliberative Session Board members introduce warrant articles. They typically follow the liaison assignments and/or if they (inaudible) on the negotiating team for labor contract. Try to parcel these out so certainly everybody has some. My intention was to follow the typical liaison process. My understanding that Selectman Dumont won't be at the Deliberative Session, so he had four assignments, I basically took the liberty of updating this sheet just to try to parcel those assignments out. Again this is for you all to discuss, you can change it if you like. Again, I just tried to follow the practice that we followed

in the past. General fund Operating Budget is obviously the Budget Committee chair so I communicated with the chair of the Budget Committee. The rest of these are for you folks with the exception of the petitioned articles that is responsibility of the petitioners to present their article. Doesn't prohibit anybody from speaking to just the introduction. Chairman Guessferd: I will have everyone take a look at it, are there that anybody wants to discuss? Selectman Jakoby: I just, I just had a request. I'm fine with any of the assignments, I was wondering if I could do the Lowell Road and Birch Street Intersection Improvements. Because that started kind of at the Highway Safety Department way back when I first got here. That was my only request. Chairman Guessferd: I don't have a problem with that. Selectman Roy: If I could take the Benson Park Renovation, I'm the liaison to the Benson Park Committee. Chairman Guessferd: OK. Mr. Malizia: You don't get any. Selectman Dumont: I just want to say that I apologize to the Board for any inconveniences. I appreciate you guys picking up the slack for me. And to Selectman Jakoby, if you'd like I do have a couple of notes for the Lowell and Birch Street intersection. Maybe we can talk or I can send you something over in an email, just some extra information. Selectman Jakoby: I would appreciate that. Mr. Malizia: So as part of this is what I do is I send you some basic notes so that you understand what the tax rate impact is. Nothing too (inaudible) and you're certainly free to add to that. Do your own thing, I just try to make sure you have at least some basic so that when you get up you are speaking with some accurate data. Not that the data is inaccurate, but. With those changes is everybody good with this? Because usually you approve this by consensus, we don't need a motion. So with those two changes... Chairman Guessferd: Does anybody want to, I have no problem with it. The only thing I'm going to say is I've only got two on here. But, I'm ok with that as long as people are ok with what they have. I'm not worried about it. I don't want... Selectman Jakoby: Selectman Morin to wear out his voice. Mr. Malizia: He has two of the bigger, he has the Fire Department and the Public Works Department so it just seemed to make sense. Selectman Morin: Just that I had a lot this year. Mr. Malizia: They had more this year than some other years. Chairman Guessferd: So worries on that. And I've got the contracts, so. Alright I'm good, everybody? That's the consensus.

F. Joint State of the Town/School Meeting – Selectmen/Discussion

Chairman Guessferd: I wanted to bring up as our next agenda item. This is something that I will take responsibility for, any delays in this. We probably should have done this a few months back. We kind of got into this, the Town Administrator hiring and a lot of other, some other you know, personnel issues we had to deal with, no excuses. I still think we have time to get this done and the chair of the School Board has contacted me and she's, we're looking at the 18th of February. I think I sent out something to the Board to that effect. I didn't see any objections to it. We're working in, as long as we're, everybody's good and it sounds like we are, we're working on the details. I think we may have it over, because they did the last time, over at Alvirne at the Café over there. It's probably about 7:00p.m. I've seen unless we want to do it a little bit earlier in the evening. But, we'll come up with a similar agenda to what we had last time and then we'll have that meeting. I think it's important, quite frankly, that the timing might be good because it's a couple of weeks before the election and people will get a chance to come and ask questions and hear a little bit more from the school board and from us regarding how things are with the state of the town is. Unless there's any objections I'll continue to work on the details, I will keep the Board informed on the specifics. And if I need any input I will certainly request it. Does that sound good? Thank you, appreciate that.

G. Public Notification of Non-public Motions – Selectmen/Discussion

Chairman Guessferd recognizes Selectman Jakoby: This has been something that has been on my mind for a while and wanted to get the Board's take on it. So after we do our nonpublic we come out of nonpublic into public and we make several motions as you saw on today's agenda. Those motions often are not published until the minutes come out for the following meeting and can be delayed for various reasons. And I was just thinking that is there a possibility of somehow getting those motions posted maybe within 48 hours of the meeting or at some point. Especially having missed the past meeting, those were the motions that I was most concerned about to be aware of as I did my role as liaison throughout the past two weeks. Also, thinking about I know we do our nonpublic late and HCTV is relieved at that point so that we're not coming back on camera afterwards. I didn't know if this is a policy we might want to look at a later point. I don't intend on any action to be taken this evening. I just didn't know where that might fit in our process and our effort to be as transparent. Because sometimes we hire someone and the next day we kind of announce it but that official motion is nowhere to be found. Chairman Guessferd: OK. Selectman Jakoby: With more of a question than discussion. Chairman Guessferd: Does anybody have any, anybody besides me have any? I know that we are, it's available, I know that for sure. You know it's available, we follow the... Mr. Malizia: So if you think about it, the minutes for a meeting don't get transcribed the next day, they take time to transcribe them.

I'm just trying to think logistically, not putting the cart before the horse, unless you watch the meeting, which if you watch the meeting that's really the only way you're going to know the motions. If you don't watch the meeting, they're not out there the next day. Selectman Jakoby: And those aren't the motions I'm concerned with. Because technically what we would do is go into nonpublic and then come out of nonpublic and have HCTV record us. Those motions. I'm really just talking about the motions, the motions that are between nonpublic and adjourn. Mr. Malizia: Yes, after nonpublic. Selectman Jakoby: And that information is not readily available. That's the only part I'm talking about. Because the video is available for everything else that night. Selectman Roy: Right. Aren't the draft minutes required to be out within... Selectman Morin: 72 hours. Selectman Roy: 72 hours. Selectman Jakoby: Yes they are. Selectman Roy: So I think that that sort of answers the question. Selectman Jakoby: It does. Selectman Roy: Under the Right to Know vote the draft has to be available within 72 hours. Mr. Malizia: That's for nonpublic. That's correct. Selectman Morin: Do you want me to read that? Chairman Guessferd: Yes, absolutely. Selectman Morin: Minutes of such session shall record all actions in such manner that the vote of each member is ascertained and recorded. Minutes and decisions reached in nonpublic session shall be publically disclosed within 72 hours. Selectman Jakoby: And where will that be found? Selectman Morin: That is RSA 541... Selectman Jakoby: Excuse me, no, no, no. I wasn't able to locate them as a Selectboard member. Nor get that information within 72 hours. So where was I in error to find it? So clearly I didn't know where to find it. So that's my question. Because I only got the last two motions today. Mr. Malizia: So similar to the regular minutes they're not posted until you approve things but, they could be available if somebody asked for it. You're asking us to post those somewhere. That's what I'm hearing. Selectman Jakoby: Or who do I ask? Because I wasn't able to obtain them I had ask for them and was not able to obtain them. Chairman Guessferd: Would you go to the Town Administrator for that? Or, who records it? Selectman Jakoby: They weren't available. So as long as they're available within 72 hours, I think that's the most important thing. And for the public to know that. So that the public, if they want to know what occurred after our nonpublic and what those motions were they would just contact the Town Administrator's office and that would be easily given to them with no need for a right to know or anything. Selectman Morin: And I think what else needs to be stated is the general public can stay here until our meeting is over and come back in so that needs to be stated too. That they can be here and get whatever they need. Selectman Jakoby: Excellent point. When we come out of nonpublic we can invite them back in to witness it. Chairman Guessferd: So I would say probably the easiest way would be to check with Lorrie and Steve and they'll be available within those 72 hours. Selectman Jakoby: OK. So that's just something that has to rectified moving forward. Chairman Guessferd: OK, we'll make sure that it's at least known. That it's known. Selectman Jakoby: Thank you I appreciate that being on the agenda this evening.

11. Selectman Liaison Reports/Other Remarks

Selectman Morin: Do we have a status where we are with the Finance Director? Chairman Guessferd: I believe that the period for the applications is closed. I don't have a more current status than that. I think there were some applications that were submitted. Mr. Malizia: We're trucking through the IT Director process first. (inaudible) Chairman Guessferd: That's what we're working now, but, I will still ask. Selectman Morin: We've got a long list. I understand. Chairman Guessferd: Well but you're right in that. We should probably keep people informed where we are with these, these hiring's. Selectman Morin: And the only other thing is as the Moderator stated, the retired Moderator said tonight, that we need people to sign up for committees and positions and please come Saturday to attend the Deliberative Session. That's all I have.

Selectman Roy: The only thing I have is I went to the Benson Park Committee meeting and they are, they put together, rather quickly actually, a cardboard sled race on February 16th at 1:00 p.m. Sounds like a lot of fun. So if you have a group, you can do it in a group or you can do it individually. You can go and make a sled out of cardboard and race it down the hill. There'll be various prizes for best time, most creativity, those kinds of things. Chairman Guessferd: Can they make them in advance or do they have to make them there? Selectman Roy: They make them in advance. Chairman Guessferd: Because I went to one earlier on vacation at the Smugglers Notch and they actually had to make them on the spot. They gave you the cardboard, everybody got the same cardboard, and you had to figure out and make something. They're a lot of fun, it is a lot of fun. Selectman Roy: Hopefully there'll still be snow on the ground. Because they used to have them annually. And then the last couple years there hasn't been enough snow to... Chairman Guessferd: Hopefully they will.

Selectman Jakoby: Thank you. I just wanted to remind everyone that although we do have the Town Deliberative Session this Saturday, the following Saturday on the 8th is the School Deliberative Session. There are also, I believe, three positions open for the School Board. So the School Board is also seeking people to apply for the

School Board. As School Board liaison I just wanted to make sure I raised the School Board issues. They do have a draft calendar out for next school year if anyone wants to take a look at that and might want to give public input at their next meeting. So that draft 25/26 district calendar is out. And, their warrant articles are out and many things. So, please remember that the School Board does have public input regularly as well. For the Budget Committee, as you know, we did have a Public Hearing for the budget and the budget will be reviewed this Saturday at the Deliberative Session. As part of the Budget Committee, I was really impressed with the Budget Committee and the decorum throughout the process. And we have both the school budget and the town budget moving forward and I look forward to hearing from the public their thoughts and to hear what they think of both budgets. Please come out and vote on March 11th and come to the Deliberative Sessions and consider running for positions or volunteering. Thank you.

Selectman Dumont: Not a whole lot from me. Just wanted to remind everybody that the deadline for veterans and disabled veterans tax credits, elderly, disabled, blind and solar tax exemptions is April 15, 2025. Did have a Zoning Board meeting on the past Thursday, was a light schedule for that night. So hasn't been too much for me. But, hopefully everybody will come out and get to speak at the Deliberative Session who isn't normally involved in the town government. That's it for me.

Chairman Guessferd: For me, we'll start with Rec. We have another comedy show I think I mentioned last time coming up on the 8th of March. It's about half full up right now. It's supposed to be a really good comedy agenda. These are always great community events, they're a lot of fun. They raise money for the rec scholarship for high school seniors and so there's a lot of goodness there. Senior programming is offering an affordable hearing aid clinic next Tuesday for the Center patrons over at the Center. Anybody in need of the service can participate. Last week we hosted a field trip presentation to the members announcing the trip line up for 2025. Had a really good turnout. I think some of the trips they've done recently, they had the overseas trip they recently took, were big success. And coming up also is the second annual Mother Son Sneaker Ball. It was great success last year. We had the Mother Daughter one, or the Father Daughter one, now we have the Mother Son Sneaker one and that's a lot fun and everybody who went last year said it was amazing. There's 80% full so you don't want to wait too much longer to get your tickets. We expect that it will get sold out. Looking forward to a fun night and that's on the 22nd of March. We had a Sustainability Committee meeting last night. Decided on April 19th birthday for our next recycling, our next clean up. So we're going to be working with the police, DPW and figuring out where we can go safely and what we need. And I know DPW goes around, they probably know some of the biggest messes are out there. So, hopefully we'll be able to do some clean up in some good places. At least probably pick a street. Last year was really successful I think Selectman Jakoby was there. It's a good, again, another good community event and it's really important that we do these things. As far as Planning Board, we've spent some time going over the zoning amendments, you'll see them on the warrant. For the election we're continuing to review the town zoning. And so there's a lot of, there's some good zoning amendments that will hopefully will continue to move us forward with our town zones and taking and changing some G and G1 and things like that. I think it's all positive and heading in the right direction. Public service announcement, there's usually an ice fishing derby that the Kiwanis holds and the last few years we haven't been able to have it. This year we're not going to either. It's unfortunate because they're a lot of fun the kids like it. That's just more of a public service announcement than anything else. If you're wondering about it because we get a lot of inquiries, if you're wondering about the ice fishing derby, it's not taking place this year. So, having said all that I do just want to mention again, we've had a couple folks mention it, our Moderator came in earlier. Really important. We just had a national election where we had about 90% of registered voters come out. We don't have the fantasy of thinking that 90% are going to come out for this one. But, we'd really love to see a much larger percentage of the public come out. And the first step in that really is the Deliberative Session which is usually not really well attended but it all depends on what's on the ballot. I think no matter what people should come out, see the process. See what happens, see how your tax dollars are being spent. And find out why we're doing the things we're doing instead of just seeing a dollar amount on a ballot. Understands that there's reasons why these things are going on that we want to spend the money for our citizens. And to try to minimize the impact to them. Just want to make sure that we get that word out there. And as it's been also said, there are many positions open. As Mr. Interbitzen said there's three more days. Friday at 5:00 p.m. it closes, the candidate period closes and then we move toward the election. We've recently filled up I think the Sustainability Committee, we've gotten some really good nominations and appointments to various other committees. But we need, we have two Selectboard positions open this year. I wouldn't say open for the elections. There's School Board, Planning Board, Budget Committee, come out and serve. Spend some time and I know there's a lot of interested citizens out there. We see it all the time. Hopefully we can turn that into folks that

are on these committees and fill these committees up. Having said all that I think I am, I don't think there's anything else on my part.

10. Remarks by Town Administrator: You folks have covered it all. You've covered the Public Hearing, you covered the Deliberative Session and the office so I don't have anything else to add to that. Chairman Guessferd: And Gary Gasdia is excused tonight as our liaison to the School Board so he won't be speaking tonight.

11. School Board Liaison Gary Gasdia: Excused.

Selectman Morin made a motion, seconded by Selectman Dumont, to enter into non-public.

12. NONPUBLIC SESSION

Selectman Morin made a motion, seconded by Selectman Dumont to enter into 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.

Nonpublic Session was entered at 8:11 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered into public session at 8:30 p.m.

Motions made after nonpublic session:

- 1) Selectman Morin made a motion, seconded by Selectman Dumont, to promote Master Patrol Officer David Glaser to the position of Sergeant at \$43.24 per hour according to the Hudson Police Employee Association Contract (step 6). This elevation in rank would be effective on 03 February 2025. Motion carried, 5-0.
- 2) Selectman Roy made a motion seconded by Selectman Jakoby, to approve the hiring of Ana Luzardo at \$21.61 per hour (step 3) of the Town of Hudson Support Staff Union, Teamster Local 633, as recommended by the Interim Finance Supervisor upon completion of successful background and credit check. Motion carried, 5-0.
- 3) Selectman Morin made a motion, seconded by Selectman Dumont, to re-hire Nicholas Fazio of Hudson, NH effective January 29, 2025 at \$24.25 per hour (grade 8, step 1) in accordance with Teamsters Local #633 agreement. Motion carried, 5-0.
- 4) Selectman Morin made a motion, seconded by Selectman Roy, to adjourn at 8:32 p.m. Motion carried, 5-0.

13. ADJOURNMENT

Motion to adjourn at 8:32p.m. by Selectman Morin, seconded by Selectman Roy. Carried, 5-0.

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

Bob Guessferd, Chairman

Dillon Dumont, Vice-Chairman

Kara Roy, Selectman

Heidi Jakoby, Selectman

Dave Morin, Selectman

DRAFT

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: Tad K. Dionne, Chief of Police

Date: 29 January 2025

Re: Agenda Request – 11 February 2025

RECEIVED

FEB 05 2025

TOWN OF HUDSON
SELECTMENS OFFICE

Scope:

The Police Department would like to meet at the next scheduled Board of Selectmen meeting on Tuesday, 11th February 2025 to request approval to accept the bid proposal from Granite State Glass in the amount of \$32,440 for replacement of energy efficient exterior windows and doors at the Kirby Building, 4 Constitution Dr.

The Hudson Police Department is requesting the release of \$16,000 from the Hudson Energy Efficiency Capital Reserve Fund to help offset costs related with this project. Notably, all materials quoted to be used in this project meet energy efficiency standards, significantly enhancing the overall energy efficiency of the Kirby Building.

Subsequent costs associated with this project will be funded through the Hudson Police Department's Facility Maintenance line.

Motion:

To authorize the Hudson Police Department approval to accept the bid proposal from Granite State Glass in the amount of \$32,440 for replacement of energy efficient exterior windows and doors at the Kirby Building, 4 Constitution Dr.

Additionally, the Hudson Police Department is requesting the release of \$16,000 from the Hudson Energy Efficiency Capital Reserve Fund to help offset costs related to this project.



TOWN OF HUDSON

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



Request for Proposal/Bid Checklist

Department: Police

Project Name: Police Training Building Window and Door Replacement

Date: February 6, 2025

Budget: \$30,000

Was This Project Advertised? Yes No

Where? NHMA, Town website, Rogers Memorial Library, Hudson Community Center

Was it delivered to four vendors/contractors? Yes No

If No, reason why: _____

If Yes, list of vendors/contractors delivered to:

- 1.) Granite State Glass
- 2.) Portland Glass Co.
- 3.) Total Glazing
- 4.) Claremont Glass Works

Selected Contractor/Vendor: Granite State Glass

Award Amount: \$32,440



**GRANITE
STATE
GLASS**

4 Aviation Drive
Gilford, NH 03249
(603) 528-4748 Phone
(603) 524-2607 Fax
pelliot@granitestateglass.com



Proposal

Proposal Submitted To:
Hudson Police Department
Attention:
Captain Steven McElhinney
Phone:
603-816-2244

Job Name:
Hudson PD Training Facility
Quote #:
R24-14916 REV2 (1/16/25)

Date:
1/23/24

We hereby submit specifications and estimates for:

Demo and Disposal of Existing Furnish and Install:

- **Fifteen (15) Kawneer 451UT dual thermally broken storefront frames to include (3) 3'0 x 7'2 Kawneer 190 narrow stile doors. Hardware is as listed below:**

- Continuous hinge
- Adams Rite MS dead lock with exterior lock cylinder - interior thumb turn
- Falcon SC60 closer *surface mounted*
- Ultraline push/pull set
- 4 ½" threshold
- Bottom door sweep
- **Main entrance is to have Adams Rite latch lock and paddle with exterior keyed cylinder and Adams Rite 7100 electric strike**

**** Power supply and hookup of electric strike by others****

- **Finish of storefront to be Dark Bronze Anodized**
- **Caulking to be DOWSIL CWS to match.**
- **Glazing to be 1" insulated incorporating ¼" bronze tempered, ½" air, ¼" clear tempered with energy advantage low-e on the #3.**
- **Spray foam insulation will be applied between the condition and storefront frames prior to caulking.**
- **Bid bond included**

Clarification:

- **Energy Star rated products are typically for residential applications and the storefront carried does not meet Energy Star ratings.**

Exclusions:

- Permits
- Energy Star rated products
- Drywall, painting, wood trim, flooring
- Wood blocking at head and jambs
- Final keying
- Finish, final cleaning
- Breakage by others
- Protection of materials once installed
- Materials not noted herein
- Lead paint abatement
- Brake metal
- Hook up of electrical hardware
- Non-standard or off hours schedule/weekends/nights
- Testing, handling, or removal of hazardous materials

For the Above Work:

Twenty Nine Thousand Nine Hundred Forty Dollars and 00/100.....\$29,940.00

Voluntary ADD ALT #1 Thermally Broken Doors:

- To upgrade the doors to be thermally broken.

For the Above ADD ALT #1:

Two Thousand Five Hundred Dollars and 00/100.....\$2,500.00

Payment to be made as follows: 50% Down, remainder upon completion or a fully executed contract.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature  Date: January 16, 2025
 Granite State Glass
 Patrick Elliott – Commercial Manager

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

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

Signature _____ Date of Acceptance _____

TRIFAB® VG (VERSAGLAZE®)
TRIFAB® VG 450, 451 & 451T (THERMAL) FRAMING SYSTEMS &
TRIFAB® 451UT (ULTRA THERMAL) FRAMING SYSTEM



Design + Performance Versatility with Unmatched Fabrication Flexibility



Geisinger Professional Building
Jenkins Township, Pennsylvania

ARCHITECT

Mericle Commercial Real Estate Services
Wilkes-Barre, Pennsylvania

GLAZING CONTRACTOR

Sterling Glass, Inc., Scranton, Pennsylvania

PHOTOGRAPHER

© Perzel Photography Group

Trifab® VersaGlaze® is built on the proven and successful Trifab® platform – with all the versatility its name implies. There are enough framing system choices, fabrication methods, design options and performance levels to please the most discerning building owner, architect and installer. The 4.5" depth Trifab® VersaGlaze® Framing System family is available with non-thermal, thermal and ultra-thermal performance levels. The ultra-thermal Trifab® 451UT Framing System, is designed for the most demanding thermal performance and employs a dual Isolock® thermal break.

AESTHETICS

Trifab® VersaGlaze® Framing Systems offer designers a choice of front-, center-, back- or multi-plane glass applications. Structural silicone

glazing (SSG) and weatherseal glazing options further expand designers' choices, allowing for a greater range of possibilities for specific project requirements and architectural styles. All systems have a 4-1/2" frame depth; Trifab® VersaGlaze® 450 has 1-3/4" sightlines, while Trifab® VersaGlaze® 451/451T and Trifab® 451UT have 2" sightlines.

With seamless incorporation of Kawneer entrances or windows, including GLASSvent® visually frameless ventilators, Trifab® framing can be used on almost any project. These framing systems can also be packaged with Kawneer curtain walls and overhead glazing, thereby providing a full range of proven, and tested, quality products for the owner, architect and installer from a single-source supplier.

ECONOMY

Trifab® VersaGlaze® 450/451/451T/451UT Framing Systems offer a variety of fabrication choices to suit your project:

- **Screw Spline** – for economical continuous runs utilizing two-piece vertical members that provide the option to pre-assemble units with controlled shop labor costs and smaller field crews for handling and installation. (available for all systems)
- **Shear Block** – for punched openings or continuous runs using tubular moldings with shear block clips that provide tight joints for transporting large pre-assembled multi-lite units. (available for 450/451/451T systems)
- **Stick** – for fast, easy field fabrication. Field measurements and material cuts can be done when metal is on the jobsite. (available for 450/451/451T systems)
- **Pre-glazed** – The combination of screw spline construction with pre-glazing in the shop accelerates installation and reduces field labor time while minimizing disruption to the surrounding area or existing tenants. Making it an exceptional choice for new or retrofit applications, particularly in urban areas or where space is limited. (available for 451/451T/451UT framing)



Brighton Landing
Cambridge, Massachusetts
ARCHITECT
ADD Inc., Cambridge, Massachusetts
GLAZING CONTRACTOR
Ipswich Bay Glass Company, Inc., Rowley, Massachusetts
PHOTOGRAPHER
© Gordon Schenck, Jr.

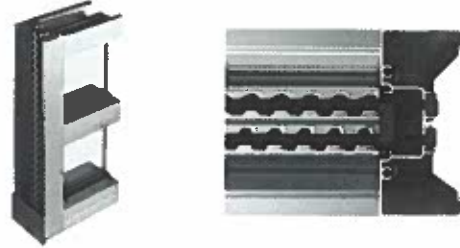
All systems can be flush glazed from either the inside or outside. The weatherseal option provides an alternative to SSG vertical mullions for Trifab® VersaGlaze® 450/451/451T. This ABS/ASA rigid polymer extrusion allows complete inside glazing and creates a flush glass appearance on the building exterior without the added labor of scaffolding or swing stages. Additionally, high-performance flashing options are engineered to eliminate perimeter sill fasteners and associated blind seals.

FOR THE FINISHING TOUCH

Architectural Class I anodized aluminum and painted finishes in fluoropolymer (AAMA 2605) and solvent-free powder coatings (AAMA 2604) offer a variety of color choices.

PERFORMANCE

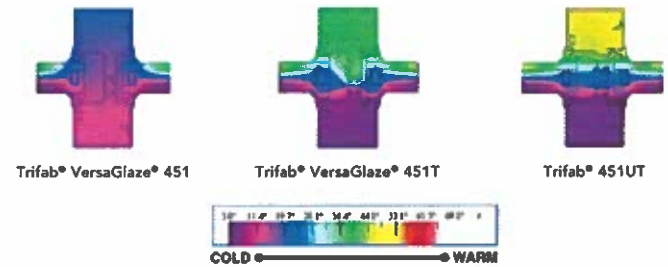
Kawneer's Isolock® thermal break technology creates a composite section, prevents dry shrinkage and is available on Trifab® VersaGlaze® 451T. For even greater thermal performance, a dual Isolock® thermal break is used on Trifab® 451UT.



Trifab® 451UT uses a dual Isolock® thermal break (right) and features a new high-performance sill design, which incorporates a screw-applied end dam (left), ensuring positive engagement and tight joints between the sill flashing and end dam.

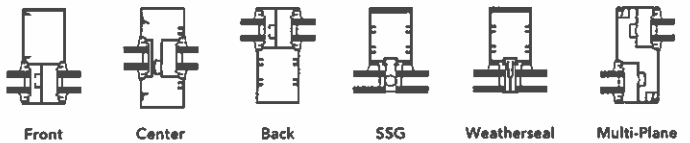
U-factor, CRF values and STC ratings for Trifab® framing systems vary depending upon the glass plane application. Project-specific U-factors can be determined for each individual project. (See the Kawneer Architectural Manual or Kawneer.com for additional information.)

Thermal simulations showing temperature variations from exterior/cold side to interior/warm side.



PERFORMANCE TEST STANDARDS

Air Infiltration	ASTM E283
Water	AAMA 501, ASTM E331
Structural	ASTM E330
Thermal	AAMA 1503
Thermal Break	AAMA 505, AAMA TIR-A8
Acoustical	AAMA 1801, ASTM E1425



PRODUCT GREEN GUIDE

Trifab™ 451UT Framing System



The Trifab™ 451UT (Ultra Thermal) framing system is designed for the most demanding thermal performance and employs a "dual" Isolock® Thermal Break.

RATING SYSTEMS

LEED v4 BD+C: New Construction

- ✓ EA: Optimize Energy Performance
- EA: Renewable Energy Production
- ✓ MR: Environmental Product Declarations
- ✓ MR: Sourcing of Raw Materials
- ✓ MR: Material Ingredients
- ✓ MR: Source Reduction - Lead, Cadmium, and Copper
- ✓ MR: Construction and Demolition Waste Management
- EQ: Thermal Comfort
- ✓ EQ: Daylight
- ✓ EQ: Quality Views
- ✓ EQ: Acoustic Performance

Living Building Challenge 3.1

- ✓ IMP 06: Net Positive Energy
- IMP 07: Civilized Environment
- ✓ IMP 08: Healthy Interior
- ✓ IMP 09: Biophilic Environment
- ✓ IMP 10: Red List
- ✓ IMP 12: Responsible Industry
- ✓ IMP 13: Living Economy Sourcing
- ✓ IMP 14: Net Positive Waste
- IMP 16: Universal Access

WELL Building Standard

- ✓ 01: Air Quality Standards
- 03: Ventilation Effectiveness
- ✓ 04: VOC Reduction
- 08: Healthy Entrance
- ✓ 11: Fundamental Material Safety
- ✓ 12: Moisture Mgmt
- ✓ 14: Air Filtration Mgmt
- 15: Increased Ventilation
- 19: Operable Windows
- ✓ 25: Toxic Material Reduction
- ✓ 26: Enhanced Material Safety
- ✓ 28: Cleanable Environment
- ✓ 54: Circadian Lighting
- 56: Solar Glare Control
- ✓ 61: Right to Light
- ✓ 62: Daylight Modeling
- ✓ 63: Daylight Fenestration
- 72: Accessible Design
- ✓ 74: Exterior Noise Intrusion
- 76: Thermal Comfort
- ✓ 97: Material Transparency
- ✓ 98: Organizational Transparency

FEATURES

- 2" (50.8mm) sightline
- 4-1/2" (114.3mm) depth
- Infill options up to 1-1/8" (28.6)
- Ultra thermal performance
- Blast mitigation
- Center glazed
- Flush glazed from either the inside or outside
- Screw Spine fabrication
- Single-span
- Storefront, Ribbon Window or Punched Openings
- Standard anodized finishes only

DOCUMENTS



Declare™

Document no. KAW-0014 & 0015
Red List Free



Environmental Product Declaration

Document no. 47868332121.104.1
Product-specific Type III EPD



Material Transparency Summary

Document no. MTSC060EN
Manufacturer Material Ingredient Inventory

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin, for guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
 See Specific Instructions on page 3.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <i>Marbucco Corp</i>
2	Business name/disregarded entity name, if different from above. <i>Granite State Glass Burlington Glass Center</i>
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) _____
4	Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <small>(Applies to accounts maintained outside the United States.)</small>
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>
5	Address (number, street, and apt. or suite no.). See instructions. <i>4 Aviation Drive</i>
6	City, state, and ZIP code <i>Gilford, N.H. 03249</i>
7	List account number(s) here (optional)
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;">02</td> <td style="width: 25%; border: 1px solid black; text-align: center;">- 0369938</td> </tr> </table>	02	- 0369938		
02	- 0369938			

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Patrick Marbucco</i>	Date <i>1/7/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

REQUEST FOR PROPOSAL

The Town of Hudson, New Hampshire wishes to engage the services of a qualified private firm to provide services of:

INSTALLATION SERVICES FOR POLICE DEPARTMENT REPLACEMENT of COMMERCIAL EXTERIOR WINDOW's and ENTRYWAYS

The CONTRACTOR must be lawfully engaged in the service of installation of commercial windows in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than **10:00 AM on January 17, 2025** from interested firms, to be eligible for consideration by the Town. Proposal shall follow the format listed below and be on the forms provided as required. Each statement shall be submitted in a sealed envelope, which is clearly marked,

"INSTALLATION SERVICES FOR POLICE DEPARTMENT REPLACEMENT of COMMERCIAL EXTERIOR WINDOWS and ENTRYWAYS HUDSON, NEW HAMPSHIRE"

Requests may be issued only by the Chief of Police, or his designee, to authorized firms, and are not transferable unless authorized by the Chief of Police or his designee.

Complete copies of RFP are available from:

Captain Steven McElhinney
Hudson Police
1 Constitution Dr.
Hudson, NH 03051
smcelhinney@hudsonnh.go

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Proposals which do not incorporate our requested format for INSTALLATION SERVICES FOR POLICE DEPARTMENT REPLACEMENT of COMMERCIAL EXTERIOR WINDOW's and ENTRYWAYS will not be considered.

All proposals are advertised, at the Town's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
Hudson, NH Police	Post at Town Hall	12 School Street, Hudson NH 03051	603.816.2244 603.594.1162 (Fax)	smcelhinney@hudsonnh.gov
	Hudson Community Center	12 Lions Ave Hudson, NH 03051		
	Roger's Memorial Library	194 Derry Rd. Hudson, NH 03051		

TOWN OF HUDSON, NEW HAMPSHIRE

 Captain Steven McElhinney

Date: _____

PROPOSAL DUE DATE/TIME: JANUARY 17, 2025 NOT LATER THAN 10:00 AM AT THE HUDSON TOWN HALL 12 SCHOOL ST., HUDSON, NH.

A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE HUDSON POLICE DEPARTMENT (1 CONSTITUTION DR.) ON JANUARY 10, 2025 AT 10:00 AM.

ALL QUESTIONS DUE BY NOVEMBER 14, 2024 AT 10:00 AM.

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Hudson or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Administrative Bureau Commander, Captain Steven McElhinney (smcelhinney@hudsonnh.gov) no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any responses to questions, clarifications, or changes to the Request for Proposals will be provided to all Proposers of record that attended the mandatory pre-proposal meeting.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposers or parties to a proposal whatever.

MANDATORY PRE-PROPOSAL MEETING:

All Proposers must attend the pre-proposal meeting at the **SITE, 1 Constitution Dr., at 10:00 AM on JANUARY 10, 2025.**

SUBMISSION OF PROPOSALS:

Proposals must be submitted at the Town Hall 12 School Street., Hudson NH by 10:00 AM January 17, 2025, as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

BID BOND

Each Bidder shall accompany the proposal with a bid guarantee in the form of Cashier's Check, or a Certified Check payable to the Town of Hudson, or a Bid Bond secured by a guaranteed company or surety company licensed to operate in the State of New Hampshire in the amount of 5% of the Bid. (See Attached).

The bid guarantees of the unsuccessful Bidders shall be returned as soon as practicable.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

AMENDMENTS TO PROPOSALS

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Proposers shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date on the Proposal form, or by letter. Proposals which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information which substantively changed the municipality's requirements.

Amendments will be on file in the offices of the municipality and the Police Department at least 1 day before Proposal opening.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice, telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the proposer is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for opening of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for the period as indicated in this Request for Proposals or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a contractor has been selected. All proposals may be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of a coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

The OWNER reserves the right to waive any informalities, to negotiate with any Bidder and to reject any or all Bids. No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

PROPOSAL EVALUATION:

In an attempt to determine if a Proposer is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each Proposer will agree to fully cooperate with the personnel of such organizations. In addition, the contractor will be required to determine what will be needed to remove the existing (12) windows and (3)

PROJECT BACKGROUND

The Hudson Police Department is in need of a full evaluation of its existing commercial exterior windows and entryways, located at 4 Constitution Dr. for replacement. The interested parties can assess all existing windows and entryways, before or during the mandatory site visit to determine the existing size of the items and what is needed. In addition, the contractor will be required to determine what will be needed to remove the (12) existing windows and (3) entryways and install new, energy efficient, commercial grade, windows and entryways and will provide the necessary material and cost associated with it.

This project will be 100% funded by the Town of Hudson.

SCOPE OF SERVICES

The Town of Hudson Police Department is soliciting Contractor services to install and construct improvements for

INSTALLATION SERVICES FOR POLICE DEPARTMENT REPLACEMENT of COMMERCIAL EXTERIOR WINDOW's and ENTRYWAYS

The work will include the removal and installation of new commercial windows and entryways and involves the following:

- Assessment of the existing windows and entryways / doors
- Remove and dispose of the existing (12) windows and (3) entryways / doors
- Furnish and install (12) commercial grade, energy efficient, windows and (3) entryways with doors to include all required sealants and labor
- (2) Entryway doors should be equipped with exterior keyed lock cylinders. Main entrance door equipped with electric strike for key card access
- Prepare all permitting documents and acquire all permits required for construction (fees will be paid by the Town).
- Prepare complete installation plans and cost estimates for the units to be utilized on this project, including more energy efficient options
- Construct the approved installation plan that will conform to new building and fire codes
- Provide the Town with any manuals
- All proposed material shall have an ENERGY STAR rating

All prices include industry standard materials and labor costs associated with installation to insure manufacturer warranties.

The existing facility must remain operational at all times during the construction unless directed by the Chief of Police in writing.

Proposers shall demonstrate experience in the design and installation of projects.

1. Description of Services Requested

The Contractor will need to provide the Town with a written description of the proposed work for review and approval.

Work will include:

- Final installation plans that includes the material/ upgrades required and cost
- Removal and disposal of existing windows and entryways / doors
- Furnish and install (12) exterior, commercial grade, energy efficient windows and (3) entryways with doors
- Final cleaning of immediate site area
- Provide ENERGY STAR ratings for proposed materials

2. Time Frame for Performance of Services

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations and the project will proceed immediately. Project must have completed all verification and validation testing and be ready for final acceptance by the Town by **April 4, 2025**.

APPROXIMATE BUDGET OF DESIGN & CONSTRUCTION

The budget for the design and construction is \$35,000.

PROPOSAL STATEMENT PREPARATION

In order to facilitate the evaluation of the Proposals, the Proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals. Additional or more detailed information may be annexed to the main body of the Proposal. Proposals shall be submitted in **one (1) original and one (1) identical copy**.

1. Company or Contractor Team Background Material

The Proposer shall provide information concerning the background of the firm including a brief description of the firm's experience providing similar services. This shall include any proposed subcontractor or consultants that the Proposer plans to engage on this project.

2. Experience/References

The Proposer shall provide a Client reference list, with names, addresses, and telephone numbers, especially for clients whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project in the last five (5) years that are of similar size and scope. References shall include a brief description of the project and the services provided.

3. Project Approach

The Proposer shall provide a preliminary design plan and cost estimate of their design, including construction techniques and proposed construction materials for the new construction. The Proposer shall also describe recent similar work and any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

4. Schedule

The Proposer shall provide a brief description of their ability to meet the construction schedule set forth in this Request for Proposal. In addition, the Proposer shall provide a proposed schedule of construction.

5. Cost Proposal

Proposers shall submit a Cost Proposal in Lump Sum not to exceed format.

AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective Engineering Firm/Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the cost and experience of the engineering firm /contractor and schedule.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so.

This solicitation requires proposing on all items, failure to do so will disqualify the proposal.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

a. Definitions. As used in this provision:

“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

b. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Steve Malizia, (acting) Town Administrator
Town of Hudson
12 School Street

Hudson, NH 03051

- c. All protests shall be resolved in accordance with the municipality's protest policy and procedures, copies of which are maintained at the municipality.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Contractor shall consist of (1) the Request for Proposal (RFQ) and any amendments thereto and (2) the Contractor's proposal in response to the RFQ, (3) Form of Agreement. In the event of a conflict in language between documents (1), (2), and (3) referenced above, the provisions and requirements set forth and referenced in the RFB shall govern. However, the Town reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFQ shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the Town, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract that has been fully executed by the successful Proposer, the Town shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract, along with a Notice to Proceed and a Town purchase order, to the Contractor shall constitute the Town's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful Proposer to execute the contract within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposals, or otherwise required by the Town, at the Proposer's sole expense, with Town approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder and shall furnish to the Town certificates of such insurance and renewals thereof signed by the issuing company or agent upon the Town's request. Such certificates shall name the Town of Hudson as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Town and proof of subsequent insurance upon cancellation of prior policy.

The Town's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the Town, the Proposer shall, or shall cause any carrier engaged by the Proposer, to insure all shipments of goods for full value.

If the contract with the Proposer involves the performance of work by the Proposer's employees at property owned or leased by the Town, the Proposer shall furnish such additional insurance as the Town may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the Proposer be deemed to be the employees of, or under the direction or control of the Town for any purpose whatsoever.

The Engineering firm will carry Professional Liability Insurance up to the cost of the project in addition to general liability insurance carried from the contractor.

PERFORMANCE BOND

Unless specifically waived in the Proposal, upon execution of the Contract, the successful bidder shall furnish the Town with a surety bond or bonds equal to the sum of 100 percent of the Contract amount. If a bond is used, it shall meet the following requirements:

- a. The form of the bond(s) shall be acceptable to the Town (See attached), and
- b. The bonding company issuing the bond(s) shall be licensed to transact business in the State of New Hampshire, and
- c. The bonding company issuing the bond(s) shall be listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published by the United States Department of the Treasury, Fiscal Service, Circular 570.

The Bonds shall guarantee the execution, faithful performance, and completion of the work to be done under the Contract, and payment in full of all bills and accounts for materials and labor used in the work. In the event the surety or bonding company fails or becomes financially insolvent, the Contractor shall file a new bond(s) in the amount designated by the Town, within 30 calendar days of such failure or insolvency.

Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the municipality may grant based upon reasons determined adequate by the municipality, shall render the bidder ineligible for award. The municipality may then either award the contract to the next responsible bidder or solicit new bids. The municipality may retain the ineligible bidder's bid guarantee.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract, in any jurisdiction whatsoever other than the State of New Hampshire and Hillsborough County.

TERMINATION OF CONTACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract, the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery,

to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become the Town's property. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

TERMINATION FOR THE CONVENIENCE OF THE TOWN:

The Town may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the Town's property. If any Contract is terminated by the Town as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

PATENT PROTECTION:

The successful Proposer agrees to indemnify and defend the Town of Hudson from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the Town of Hudson harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Town of Hudson and the successful Proposer shall belong exclusively to the Town.

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the Town of Hudson all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Town under this contract if so requested by the Town of Hudson.

PAYMENT:

Payment will be made within thirty (30) days of the completion of the work based upon the payment schedule listed in the Form of Agreement after receipt of invoice by the Town.

TAX:

The Town is exempt from all sales and Federal excise taxes. The Town's tax exemption certificate will be provided to the successful Contractor upon request. Please bill less these taxes.

FUNDING OUT:

The Town of Hudson's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract at any time, due to the non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the Town of Hudson.

INSPECTION & EVALUATION:

The Town of Hudson reserves the right to inspect the Contractor's facilities during operating hours to determine that the level of inventory is adequate for the Town's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE NOISE ORDINANCES

All work shall be conducted in conformance with the Town's Code Part II General Legislation

1. Chapter 249-4, Prohibited Noise Emissions and Conditions

The Town Code can be viewed on-line at <http://ecode360.com/HU1110>

GUARANTEES & WARRANTY:

All parts and labor related to contracts must be guaranteed and include a 12 month warranty from the date of acceptance by the Town. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent contract due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

SEVERABILITY:

If any of this Request for Proposals or subsequent contract are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other this Request for Proposals or subsequent contract.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The Town hereby notifies all Contractors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Contractor and the Contractor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer and qualification/experience statement.

Vendors shall also mean Proposers, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Hudson. Any disputes shall be resolved within the venue of the State of New Hampshire and Hillsborough County.

FAILURE TO ACKNOWLEDGE THIS REQUEST FOR PROPOSALS MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in one (1) original and one (1) identical copy as part of its proposal:

1. Proposal Document as outlined above
2. Specifications Exception Form
3. Alternate Form W-9
4. Town of Hudson Indemnification Agreement

The successful contractor must submit, prior to contract signing, its insurance certificate (naming the Town of Hudson) that meets the minimum required types and

levels of coverage. In addition, as noted in the RFP the Contract will be required to provide and Performance bond to the Town.

PROPOSAL FORM

**INSTALLATION SERVICES FOR
POLICE DEPARTMENT REPLACEMENT of COMMERCIAL EXTERIOR
WINDOW's and ENTRYWAYS
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND CONSTRUCTION SERVICES THE PROJECT LISTED ABOVE FOR THE FOLLOWING PRICE.

1. INSTALLATION Services :

INSTALLATION services for the project listed above.

\$ 29,940.⁰⁰

(PLUS ALTERNATE IF NEEDED)

Length of the warranty for labor shall be one year from the date of Project acceptance

Length of the warranty for materials shall be one year from the date of Project acceptance

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:

3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: GRANITE STATE GLASS

Signed by: Pat Elliott

Printed or typed name: PATRICK ELLIOTT

Address: 4 AVIATION DR. GILFORD, NH 03249

Telephone number: 603-528-4748 fax number: 603-524-2607

Toll free number: _____ e-mail: pelliot+@granitestateglass.ca

Cell phone number: 603-387-7694

Primary point of contact: PATRICK ELLIOTT

Payment terms and conditions: CASH, CHECK, C.C.

Please fill out, sign and return to:

Town Clerk's Office
Town of Hudson
12 School Street, Hudson, NH 03051
603-886-6003; 603-594-1142 (Fax)

Due Date/Time: January 17, 2025 Not Later Than 10:00 AM

SPECIFICATIONS EXCEPTION FORM

**INSTALLATION SERVICES FOR
POLICE DEPARTMENT REPLACEMENT of COMMERCIAL EXTERIOR
WINDOW's and ENTRYWAYS
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Hudson to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

'ENERGY STAR' RATED PRODUCTS ARE
TYPICALLY FOR RESIDENTIAL APPLICATIONS.
THE STOREFRONT/DOORS CARRIED DOES NOT
MEET 'ENERGY STAR' RATINGS BUT OVERALL
SYSTEM U-VALUES CAN BE PROVIDED.

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, if submitted.

Signed: _____

I DO meet specifications

Signed: Pat Egan _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form W-9
(rev 01/2011)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name/disregard entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee	
<input type="checkbox"/> Limited Liability Company - Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership) _____	
<input type="checkbox"/> Other (see instructions)	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number --	Employer identification number --
---------------------------	-----------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. Person	Date:
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**INSTALLATION SERVICES FOR
POLICE DEPARTMENT REPLACEMENT of COMMERCIAL EXTERIOR WINDOW's and
ENTRYWAYS
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company GRANITE STATE GLASS
Taxpayer identification number 02-0369938
Authorized signature Pat Elliott
Date 1/16/25
Address 4 AVIATION DR. GILFORD, NH 03249
Telephone 603-528-4748
Toll-free number —
Fax number 603-524-2607
E-mail address pelliotte@granitestateglass.com.

**INSTALLATION SERVICES FOR
POLICE DEPARTMENT REPLACEMENT of COMMERCIAL EXTERIOR WINDOW's and
ENTRYWAYS
Town of Hudson
Insurance Requirements for All Contractors**

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made

Additional Coverage to Include

- | | |
|-------------------------------------------------------------------|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | NA |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- | | |
|---------------------------------------------------------|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

Workers Compensation

NH Statutory including Employers Liability - Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
----------------------------------------------------------------------------------------------------------	-------------------------------

Commercial Umbrella

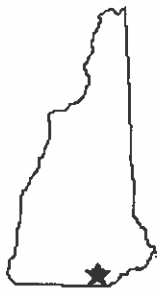
May be substituted for higher limits required above	\$1,000,000
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- | | |
|-----------------------------------------------------------------|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | NA |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form | |
| All Risk completed value form including Collapse | NA |
| Sublimit for Soft Cost Coverage | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment) | NA |
| <input type="checkbox"/> 4. Riggers Liability | NA |
| <input type="checkbox"/> 5. Environmental – Pollution Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

- (X) **The Town of Hudson must be named as Additional Insured with respect to general, automobile and umbrella liability.**

Agenda 8B
2-11-25



TOWN OF HUDSON

Engineering Department



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

TO: Board of Selectmen
FROM: Elvis Dhima, P.E., Town Engineer
DATE: January 31, 2025
RE: 9 Industrial Drive – Release of Agreement

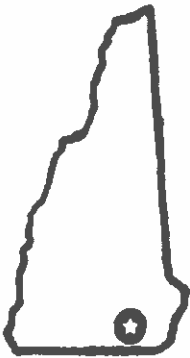
RECEIVED
JAN 31 2023
TOWN OF HUDSON
SELECTMENS OFFICE

Please find attached the 25 year agreement between Town of Hudson and Hudson Litchfield Youth Football & Cheer , Inc,, which was signed by the Board of Selectmen in December of 2010.

The club has signed a release form, taking effect February 1, 2025. This will allow the club to pursue other properties for their future needs and the Town to look into opportunities related to this property.

Motion

To approve the agreement amendment between Hudson Litchfield Youth Football & Cheer , Inc, and Town of Hudson.



TOWN OF HUDSON
Office of the Town Administrator

12 School Street
Hudson, New Hampshire 03051

Stephen A. Malizia, Town Administrator -- smalizia@hudsonnh.gov -- 603-886-6024



7. C. Agenda
12-28-10
Orig. TC
cc: Assessor J

To: Board of Selectmen

From: Steve Malizia

Date: December 22, 2010

Re: Agreement between the Town of Hudson and Hudson Litchfield Youth Football and Cheer

Attached please find the draft agreement between the Town of Hudson and Hudson Litchfield Football and Cheer for the use of 9 Industrial Drive as the Zachary Tompkins Memorial Stadium. Attorney LeFevre and Attorney Buckley have reviewed the agreement and the proposed warrant article and they find both to be in order.

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

Motion by Selectman Coutu, seconded by Selectman Jasper to approve the Agreement between the Town of Hudson and Hudson Litchfield Football and Cheer for the use of the Town of Hudson's property located at Map 161, Lot 040, and Map 161, Lot 039 (9 Industrial Drive) known as the "Zachary Tompkins Memorial Stadium" for a period of twenty-five (25) years beginning July 1, 2011 and ending June 30, 2036 and further to authorize the Chairman to sign all related documents as amended, carried 5-0.

Motion by Selectman Coutu, seconded by Selectman Nadeau, to recommend to forward to the 2011 Warrant the following - Ratification of Agreement between the Board of Selectmen and the Hudson Litchfield Youth Football and Cheer - Shall the Town of Hudson, pursuant to RSA 41:11-a vote to ratify an agreement between the Board of Selectmen and the Hudson Litchfield Youth Football and Cheer (HLYFC) according to which the HLYFC agrees to build the "Zachary Tompkins Memorial Field" football fields on 9 Industrial Drive in exchange for the HLYFC having semi-exclusive right to use the fields during the regular football season beginning July 1, 2011 and ending June 30, 2036. Copies of the full text of the Agreement are available at the Town Clerk's office, carried 5-0.

(Map 161, Lot 040 and Map 161, Lot 039)

orig.

Zachary Tompkins Field Agreement

AGREEMENT

AGREEMENT made and entered into between the Town of Hudson, a municipal corporation duly organized and existing under the laws of the State of New Hampshire, with its principal offices located at 12 School Street, Hudson, New Hampshire 03051, and Hudson Litchfield Youth Football and Cheer, a nonprofit organization duly organized and existing under the laws of the State of New Hampshire, with a principal mailing address of P.O. Box 306, Hudson, New Hampshire 03051.

WHEREAS Hudson Litchfield Youth Football and Cheer (hereinafter "HLYFC") desires to contract with the Town of Hudson (hereinafter "Hudson") for the use of Hudson's property located at Map 161, Lot 040 and Map 161, Lot 039 as its "Stadium" in conjunction with its participation in the New Hampshire Youth Football Spirit Conference (hereinafter "NHYFSC").

WHEREAS Hudson is willing to contract with HLYFC to authorize the use of its property located at Map 161, Lot 040 and Map 161, Lot 039 for HLYFC's "Stadium" in conjunction with its participation in the NHYFSC.

WHEREFORE for and in exchange of the mutual promises set forth herein, and other good and valuable consideration, Hudson and HLYFC agree as follows

PREMISES - "ZACHARY TOMPKINS MEMORIAL FIELD"

Description. Hudson agrees to allow HLYFC to use the premises located on Map 161, Lot 040 and Map 161, Lot 039 and known as "Zachary Tompkins Memorial Field" subject to the following terms and conditions.

Use of Premises. HLYFC may use the fields on the Premises as its "Stadium" in conjunction with its participation in accordance with an approved Site Plan, entitled "Zachary Tompkins Memorial Field." Said use shall commence on June 1, 2011. Site work by HLYFC will be performed in accordance with an approved Site Plan. As an express condition precedent to use of the premises, the 2011 Hudson Town Meeting shall have voted to ratify this lease agreement pursuant to NH RSA 41:11-a. As a further express condition precedent, the premises shall have received from the New Hampshire Department of Environmental Services a Notice of Approved Remedial Action (NARAP) issued pursuant to NH RSA 147-F:11 (V)(a) and NH Admin. Code Env-Or 810.03(c), and the New Hampshire Department of Justice shall have issued a Covenant Not to Sue pursuant to NH RSA 147-F:12 (V)(b).

Term. HLYFC may use the Premises for a period of twenty five (25) years beginning July 1, 2011 and ending June 30, 2036.

Semi-Exclusive Use as Home Field. HLYFC agrees that its use of the Premises shall be as its "Stadium". Other groups may use the Premises for football, or other activities on a case by case basis as decided by the HLYFC and the Hudson Board of Selectmen or their agent, subject to these conditions: i) the written request for use of the Premises must be received at least sixty (60) days prior to the requested date at the Hudson Board of Selectmen office; ii) the request for use shall include the group, number of participants, activity, and date and time; iii) if the activity is not Town-sponsored, then the requesting group shall be required to: a) meet the provisions of the "Indemnity and Public Liability", "Damage to Property", and "Relationship of Parties" clauses of this Agreement (references in these clauses to HLYFC are replaced by the requesting group for the purpose of meeting these provisions) and b) other provisions that may in the future be added by HLYFC and the Hudson Board of Selectmen; and iv) the group receives written consent prior to the requested date from HLYFC and the Hudson Board of Selectmen. Consent by either HLYFC or the Hudson Board of Selectmen will not unreasonably be withheld.

Costs. HLYFC shall bear all costs associated with its use of the Premises.

Participants. All participants shall be members on a team duly registered and/or affiliated with the NHYFSC and/or HLYFC as regards to football and cheer.

Personnel. HLYFC shall be responsible for all personnel needs to practice and play at the stadium for youth football. HLYFC personnel shall be qualified, trained, and/or licensed, relative to coaches and medical/training personnel and shall meet the minimum qualifications as required under applicable NHYFSC/American Youth Football rules and regulations. HLYFC shall provide additional training as necessary, including CPR and First Aid training. HLYFC shall be solely responsible for recruiting, supervising, training, directing, and terminating (as required) all personnel for youth football and cheer. Under no circumstances shall HLYFC personnel be considered the employees or agents of Hudson.

Zachary Tompkins Field Agreement

Workers' Compensation. HLYFC shall be responsible for complying with any necessary workers' compensation laws as may be required by the laws of the State of New Hampshire.

REPRESENTATIONS AND WARRANTIES

Authority to Execute Agreement. HLYFC represents and warrants to Hudson that this Agreement has been duly authorized and validly executed and delivered by the HLYFC Board of Directors, and constitutes the valid and binding Agreement of HLYFC, enforceable against the HLYFC in accordance with its terms.

Policies and Procedures Prior Availability. HLYFC represents and warrants that it has, prior to the execution of this Agreement, made available to Hudson, any and all of its published material regarding its participation in the NHYFSC, including all of its policies and procedures.

Standard of Conduct. HLYFC represents and warrants that it will use and observe the highest standards of reasonable care and diligence in its use of the Premises. HLYFC represents and warrants that the health, safety, welfare, and well being of all HLYFC and NHYFSC participants shall be its first and foremost consideration at all times.

COMPLIANCE WITH ALL APPLICABLE LAWS

HLYFC agrees that it shall comply with all laws, orders, ordinances, regulations, and other public requirements now or hereafter affecting its participation in the NHYFSC or its use of the Premise. HLYFC is not exempted from compliance with zoning or any other municipal codes or ordinances nor from any other requirements of law due to Hudson's ownership of the Premises. In addition, HLYFC shall maintain and operate the premises to ensure protection of human health and the environment as required by NH RSA 147-F:15, in full compliance with the Notice of Approved Remedial Action issued pursuant to NH RSA 147-F:12 and the Certificate of Completion issued pursuant to NH RSA 147-F:13.

REPAIR AND MAINTENANCE OF PREMISES

HLYFC agrees to take good care of the Premises, and to keep the same in a good state of repair and condition, and to maintain a neat and clean environment.

INDEMNITY AND PUBLIC LIABILITY

HLYFC agrees at all times to indemnify and hold Hudson harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in or about the Premises, or to the Premises itself, arising out of or during HLYFC's use of the Premises resulting from any act done or omission by or through HLYFC, its agents, employees, invitees, licensees, or any person by reason of HLYFC's use of the Premises, and any and all loss, costs, liability, or expense resulting therefrom; and HLYFC further agrees to at all times maintain the Premises in a safe and careful manner.

During the terms of this Agreement, HLYFC agrees that it shall obtain, pay all premiums for, and furnish certificates of insurance to Hudson, such policy(s) of insurance to provide liability in the amount of One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000.00) per occurrence, as follows:

- (a) Public Liability insurance protecting HLYFC and Hudson, their agents, officers, elected officials, representatives, or employees because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy of insurance to provide coverage on account of any accident resulting in injury or death;
- (b) Property Damage insurance protecting HLYFC and Hudson because of liability that may be incurred by the parties, their agents, officers, elected officials, representatives, or employees in the performance of the terms of this Agreement; and
- (c) All such insurance policies shall name HLYFC and Hudson, and shall insure to the benefits of the parties, their agents, officers, elected officials, representatives, or employees. Such insurance policies shall be with companies acceptable to Hudson and they shall require written notice to both parties prior to any cancellation.
- (d) The One Million Dollars amount shall be reviewed every five years, beginning July 1st 2016, by both HLYFC and Hudson at a regularly scheduled Board of Selectmen's meeting.

Zachary Tompkins Field Agreement

DAMAGE TO PROPERTY

HLYFC agrees that all property of every kind and description kept, stored, or placed in, on or about the Premises shall be at HLYFC's sole risk and hazard and that Hudson shall not be responsible for any loss or damage of any such property.

RIGHT OF INSPECTION

Hudson shall have the right to inspect the Premises at any time during the period that HLYFC is using the premises. HLYFC shall provide to the Hudson Board of Selectmen an annual written report of activities at the field, including improvement and/or renovation with the approved site plan.

RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed to create any partnership, joint venture, or other type of agency relationship between the parties. HLYFC agrees that it shall in no manner obligate Hudson to any debt, contract, or obligation, and shall not hold itself out to the public as having the authority and ability to do so.

NOTICE

All notices required or permitted under this Agreement shall be given in writing by actual delivery or by registered or certified U.S. Mail, postage prepaid, to the addresses of the parties as contained herein.

FURTHER ACTION

HLYFC and Hudson agree to take such further action and to execute such additional instruments as may be necessary or appropriate to effectuate the purpose of this Agreement.

ASSIGNMENT

No assignment of this Agreement shall be valid without either party's express written consent.

GOVERNING LAW

This Agreement is to be construed in accordance with and governed by the laws of the State of New Hampshire.

WAIVER

Waiver by Hudson of any breach of any term in this agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

MODIFICATION

The terms of this agreement may be modified by the parties in a written addendum attached to this Agreement.

Zachary Tompkins Field Agreement

In witness whereof, the parties have executed this agreement on this day, 28, December 2010.

Hudson Litchfield Youth Football and Cheer
By its President


Michael Roberts

Town of Hudson
By its Board of Selectmen


Kenneth Massey, Chairman


Roger Coutu, Selectman


Shawn Jasper, Selectman


Richard Maddox, Selectman


Benjamin Nadeau, Selectman

ADDENDUM TO AGREEMENT

**Lease Agreement between Town of Hudson and
Hudson Litchfield Youth Football and Cheer dated December 28, 2010
Zachary Tompkins Memorial Field**

ADDENDUM TO AGREEMENT between the Town of Hudson ("Hudson"), a municipal corporation duly organized and existing under the laws of the State of New Hampshire, with its principal offices located at 12 School Street, Hudson, New Hampshire 03051, and Hudson Litchfield Youth Football and Cheer (HLYFC"), a nonprofit organization duly organized and existing under the laws of the State of New Hampshire, with a principal mailing address of P.O. Box 306, Hudson, New Hampshire 03051.

WHEREAS the parties entered into an Agreement dated December 28, 2010, pursuant to which Hudson leased to HLYFC certain real estate known as the Zachary Tompkins Memorial Field;

WHEREAS the Agreement was ratified at the 2011 Hudson Annual Town Meeting;

WHEREAS the Agreement was for a period of twenty-five (25) years, commencing July 1, 2011, and ending June 30, 2036;

WHEREAS, the terms of the Agreement may be modified by the parties in a written addendum attached to the Agreement;

FOR AND IN EXCHANGE OF valuable consideration, the receipt of which is hereby acknowledged, the parties hereby modify the Agreement as follows, deleted text is ~~struck through~~, new text is **bold**:

Term. HLYFC may use the Premises for a period of ~~twenty five (25) years~~ beginning July 1, 2011 and ending ~~June 30, 2036~~ **February 1, 2025**.

The remaining terms and conditions of the Agreement shall otherwise remain in full force and effect.

In witness whereof, the parties have executed this agreement on this 31 day of JANUARY, 2025

Hudson Litchfield Youth Football and Cheer
By its President/Chairman



Steven Boucher

Town of Hudson
By its Board of Selectmen

Bob Guessferd, Chairman

Dillon Dumont, Vice-Chairman

David S. Morin, Member

Kara Roy, Member

Heidi Jakoby, Member

Agenda
2-11-25



TOWN OF HUDSON

Engineering Department



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

RECEIVED
JAN 29 2023
TOWN OF HUDSON
SELECTMENS OFFICE

TO: Board of Selectmen
FROM: Elvis Dhima, P.E., Town Engineer
DATE: January 24, 2025
RE: 9 Industrial Drive Property - Revenue Opportunity

As of March 28, 2016, the asbestos cells at the subject property have been sealed and a Clearance Determination has been received by NHDES. The site consists of an open area, vegetated practice field that is approximately 100 feet by 125 feet, and approximately 52,000 square feet of paved parking area. The site is currently secured and accessible to authorized staff only.

We have received a request by Drive Force CDL Academy LLC, out of Manchester, NH, to lease the parking area for commercial driver license (CDL) training purposes, taking effect March 1, 2025. The lease will be nine months long and the revenue will consist of \$1,500 for the lease and \$500 for taxes, per month.

An agreement by our attorney has been drafted for your consideration.

Motion

To approve the lease agreement between Drive Force CDL Academy LLC, and the Town of Hudson, as recommended by the Town Engineer, and authorize the Town Administrator to sign it.

**LEASE AGREEMENT
BETWEEN TOWN OF HUDSON AND BUSINESS
9 INDUSTRIAL DRIVE**

THIS AGREEMENT is dated as of the 11 day of February in the year 2025 by and between the Town of Hudson, 12 School Street, Hudson, NH (hereinafter called OWNER) and Drive Force CDL Academy, LLC (hereinafter called Business).

OWNER and BUSINESS, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – PREMISES

Description. OWNER agrees to allow [Business] to use a portion of the premises located on 9 Industrial Drive Map 161, Lot 040 and Map 161, Lot 039 (“PREMISES”) described as follows: [insert description].

ARTICLE 2 - CONDITIONS

Business shall comply with the following:

1. The parking area subject to lease will be maintained at the same conditions the lease starts, or better
2. The parking area will be plowed by the business
3. Training Operation will be Monday – Saturday 8 AM to 4:30 PM.
4. Contractor shall use the site from March 1, 2025 to November 30, 2025.
5. [Business] shall bear all costs associated with its use of the Premises.
6. [Business] agrees to take good care of the Premises, to keep the same in a good state of repair and condition, and to maintain a neat and clean environment.
7. Business shall leave the site in a condition satisfactory to Engineering and Public Works Department.

ARTICLE 3 – TOWN REPRESENTATIVE

The LEASE will be managed by the Town Administrator with assistance from Town Engineer, who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to TOWN REPRESENTATIVE in connection with completion of the conditions described above.

ARTICLE 4 - CONTRACT PRICE

OWNER shall allow BUSINESS to use the parking area for training purposes starting March 1, 2025 and ending November 30, 2025, for the cost of \$1,500/month. BUSINESS and the TOWN have 30 days to notify each other regarding cancellation or a need of extension of this contract. Payments can be in full for three months or first day of each month. Lease area is shown on Appendix A.

4.1 Liquidated Damages: OWNER shall fine the BUSINESS **Two Hundred and Fifty (\$250.00)** for each calendar day past November 30, 2025, unless all equipment is out or an extended contract is in place.

Article 5 – COMPLIANCE WITH ALL APPLICABLE LAWS

5.1 [Business] agrees that it shall comply with all laws, orders, ordinances, regulations, and other public requirements now or hereafter affecting its use of the Premise. [Business] is not exempted from compliance with zoning or any other municipal codes or ordinances nor from any other requirements of law due to the Town of Hudson’s ownership of the Premises.

ARTICLE 6 – TAXES.

6.1 In accordance with the requirements of RSA § 72:23, I (b), the [Business] and any other entity now or hereafter using or occupying the Premises pursuant to this Agreement shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. The Parties acknowledge and agree that failure of the [Business] to pay duly assessed personal and real property taxes when due shall constitute a default under this Agreement.

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

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

ARTICLE 7 - RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed to create any partnership, joint venture, or other type of agency relationship between the parties. [Business] agrees that it shall in no manner obligate OWNER to any debt, contract, or obligation, and shall not hold itself out to the public as having the authority and ability to do so.

ARTICLE 8 - MISCELLANEOUS

- 8.1 OWNER and BUSINESS each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement.
- 8.2 Any provision or part of this document held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and BUSINESS, who agree that this document shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.3 All notices required or permitted under this Agreement shall be given in writing by actual delivery or by registered or certified U.S. Mail, postage prepaid, to the addresses of the parties as contained herein.
- 8.4 No assignment of this Agreement shall be valid without either party's express written consent.
- 8.5 This Agreement is to be construed in accordance with and governed by the laws of the State of New Hampshire.
- 8.6 Waiver by OWNER of any breach of any term in this agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term
- 8.7 The terms of this agreement may be modified by the parties in a written addendum attached to this Agreement.

**9 INDUSTRIAL PARK DRIVE
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT**

The business agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm, or corporation, services in connection with the this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the business in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company Drive Force CDL Academy LLC,

Taxpayer identification number 33-2392490

Authorized signature _____

Date 1/28/2025

Address 23 Country Club Dr. Apt 32, Manchester, NH03102

Telephone 603-722-3684

Toll-free number _____

Fax number _____

E-mail address admin@driveforcecdl.com

**9 Industrial Park Drive, Town of Hudson
Insurance Requirements**

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made

Additional Coverage to Include

- | | |
|-------------------------------------------------------------------|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | NA |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- | | |
|---------------------------------------------------------|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> Garage Keepers Legal Liability | NA |

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	\$1,000,000
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- | | |
|-----------------------------------------------------------------|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions | NA |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form | |
| All Risk completed value form including Collapse | NA |
| Sublimit for Soft Cost Coverage | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment) | NA |
| <input type="checkbox"/> 4. Riggers Liability | NA |
| <input type="checkbox"/> 5. Environmental – Pollution Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

(X) **The Town of Hudson must be named as Additional Insured with respect to general, automobile and umbrella liability.**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER Town of Hudson

CONTRACTOR Drive Force CDL Academy LLC

By: _____

By: _____

Print Name _____

Print Name Saban Terzic

Title: _____

Title: Member

STATE OF NEW HAMPSHIRE
COUNTY OF _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, duly authorized _____ of _____, a New Hampshire corporation, on behalf of same.

The foregoing instrument was acknowledged before me this ____ day of _____ 2025, by _____, duly authorized _____ of _____, a _____ corporation, on behalf of same.

Justice of the Peace/Notary Public

Justice of the Peace/Notary Public

Address for giving notices:

Address for giving notices:

Town of Hudson, 12 School Street,

Hudson, New Hampshire

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.

NH License No.: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).



Area subject to lease

Industrial Dr



TOWN OF HUDSON

Board of Selectmen



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

TO: Board of Selectmen
FROM: Administration Department
DATE: February 8, 2025
RE: PFA's Commission

New Hampshire State Representative Rosemarie Rung has asked the Town of Hudson appoint a representative to serve as the Town Official for the Commission on the Environmental and Public Health Impacts of Perfluorinated Chemicals.

There is established a commission to study environmental and public health impacts resulting from perfluorinated chemicals (PFAS) releases to the air, soil, and water in Merrimack, Litchfield, Londonderry, Hudson, and Bedford.

Selectman Dumont as volunteered to represent Hudson as a member of such body. The following motion is appropriate for the appointment:

Motion: To appoint Selectman Dumont to the 126-A:79-a Commission on the Environmental and Public Health Impacts of Perfluorinated Chemicals.

From: [Dumont, Dillon](#)
To: [Weissgarber, Lorrie](#)
Subject: Fw: PFAS Commission - Next Steps
Date: Friday, February 7, 2025 11:42:09 AM

From: Guessferd, Robert
Sent: Saturday, January 25, 2025 11:12 PM
To: Dillon Dumont
Cc: Dumont, Dillon; Dumont, Dillon
Subject: Re: PFAS Commission - Next Steps

I'm all in. Let's get it on the Feb 11 agenda.

Sent from my iPhone

On Jan 25, 2025, at 19:33, Dillon Dumont <Dillon.Dumont@gc.nh.gov> wrote:

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

Hi Bob, I was asked to join the state commission on PFAS. Since being added last year Hudson is allowed a representative from the municipal government. I said I would serve on the commission, but the appropriate action is to be appointed by the BOS. See the email below. I would like to get this on the next agenda if that is okay with you.

Let me know what you think.

Thanks
Dillon

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Rosemarie Rung <Rosemarie.Rung@gc.nh.gov>
Sent: Saturday, January 25, 2025 7:05:04 PM
To: Dillon Dumont <Dillon.Dumont@gc.nh.gov>; kqueenan@litchfieldnh.gov
<kqueenan@litchfieldnh.gov>

Cc: Christopher Bandazian <cbandazian@shaheengordon.com>; Maureen Mooney <Maureen.Mooney@gc.nh.gov>

Subject: PFAS Commission - Next Steps

Dillon and Kimberly,

Thank you both for calling me back to explain more about this commission and for agreeing to serve. The statute (<https://www.gencourt.state.nh.us/rsa/html/X/126-A/126-A-79-a.htm>) stipulates that the governing body of the town appoints their representative. So, the next steps are:

1. To place on your respective town council/select board meeting agenda an item, "Confirmation of Town Official for the Commission on the Environmental and Public Health Impacts of Perfluorinated Chemicals"
2. A member of that body should move: "I move to appoint xxx to the 126-A:79-a Commission on the Environmental and Public Health Impacts of Perfluorinated Chemicals", have it seconded and on a majority vote, confirm with the Commission Chair (Chris Bandazian, copied here) that you have the appointment.
- 3 Once confirmed, Chris will make sure you get notified with meeting information.

Thanks again for your willingness to represent the interests of your Town and if you have any questions, please reach out.

Best regards,

Rosemarie Rung
NH State Representative
Merrimack - Hillsborough 12
603-424-6664
rosemarie.rung@leg.state.nh.us