



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

July 27, 2021

Board of Selectmen Meeting Room, Town Hall

Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) All Certification of Yield Taxes Assessed/Timber Warrant: Map 115, Lot 5, 99R Old Derry Road; Map 123, Lot 1, 39R Old Derry Road
 - 2) Current Use Lien Release: Map 194, Lot 9-9, 164 Standish Lane; Map 194, Lot 9-8, 160 Standish Lane; Map 195, Lot 1-1, 159 Standish Lane; Map 194, Lot 9-6, 152 Standish Lane; Map 194, Lot 10-8, 151 Standish Lane; Map 194, Lot 10-7, 149 Standish Lane; Map 194, Lot 10-5, 137 Standish Lane; Map 194, Lot 10-9, 132 Standish Lane
 - B. Water/Sewer Items - None

C. Licenses & Permits & Policies

1) Raffle Permit - Hudson Republican Committee

D. Donations - None

E. Acceptance of Minutes

1) Minutes of July 13, 2021

F. Calendar

7/28 7:00 Planning Board - Buxton Meeting Room
8/4 8:30 Highway Safety Committee - Buxton Meeting Room
8/4 7:00 Budget Committee - Buxton Meeting Room
8/9 7:00 Conservation Commission - Buxton Meeting Room
8/9 7:00 Cable Utility Committee - HCTV Cable Access Center
8/10 7:00 Board of Selectmen - BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on July 13, 2021

1) Selectman Morin made a motion, seconded by Selectman Roy to hire Raymond Lafortune for the position of full-time Police Officer with a starting salary of \$26.37 (Step1) per hour, all in accordance with the Hudson Police Employee Association Contract. Carried 4-0.

2) Motion to adjourn at 8:14 p.m. by Selectman Gagnon, seconded by Selectman Roy. Carried 4-0.

**B. Proposed Amendment to Town Code Chapter 205 (Fees)
(Zoning Application Fee)**

**C. Proposed Amendment Town Code - Chapter 317-30 Stop Intersections
(Madison Drive at Washington Street)**

**D. Proposed Amendment Town Code - Chapter 317-30 Stop Intersections
(Adelaide Street at Travers)**

E. Proposed Amendment to Board of Selectmen Bylaws

8. **NEW BUSINESS**

- A. 2022 Revaluation - Mass Appraisal Valuation Contract
- B. Second Public Hearing - Town Code Chapter 188 (Dogs and Other Animals) and Chapter 205 (Fees)
- C. HFD - Request to Apply for Grant
- D. HFD - Acceptance of Donation from Southern NH Health
- E. HFD - RSA 128 Town Health Officers
- F. HFD - American Rescue Plan Act

9. **REMARKS BY SCHOOL BOARD**

10. **OTHER BUSINESS/REMARKS BY THE SELECTMEN**

11. **NONPUBLIC SESSION**

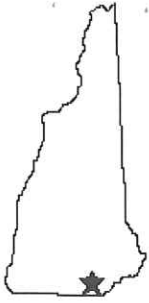
RSA 91-A:3 II (b) The hiring of any person as a public employee.

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

12. **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, August 5, 2021**



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov




Agenda
7-27-21

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

6A-1

TO: Board of Selectmen
Steve Malizia, Town Administrator

Date: July 27, 2021

FROM: Jim Michaud, Chief Assessor 

RECEIVED

RE: Certification of Yield Taxes Assessed/Timber Warrant

JUL 21 2021

99 R Old Derry Rd Map 115 Lot 5
39 R Old Derry Rd Map 123 Lot 1

TOWN OF HUDSON
SELECTMEN'S OFFICE

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

Brox Industries Inc.
1471 Methuen Street
Dracut, MA 01826

**CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 2021 to March 31, 2022**

**TOWN / CITY OF: HUDSON
COUNTY OF: HILLSBOROUGH
CERTIFICATION DATE: July 27, 2021**

**SEND SIGNED COPY TO: DEPT. OF REVENUE ADMINISTRATION
MUNICIPAL AND PROPERTY DIVISION
P.O. BOX 487
CONCORD, NH 03302-0487**

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

# 1	# 4	# 5	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET IN THOUSANDS	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VAL.	TAX AT 10 %
BROX INDUSTRIES, INC OWNER 1471 METHUEN ST DRACUT, MA 01826	WHITE PINE	172.697			\$181.25	\$31,301.33	\$3,130.13
	HEMLOCK	0.000			\$15.00	\$0.00	\$0.00
	RED PINE	0.000			\$10.00	\$0.00	\$0.00
	SPRUCE & FIR	0.000			\$40.00	\$0.00	\$0.00
ACCOUNT OR SERIAL #:							
2180 & 2178							
# 2							
BY WHICH LOT WAS DESIGNATED							
IN NOTICE OF INTENT							
MAP & LOT NUMBER							
115-005 & 123-001							
BEECH/PALLET/TIE LOGS		212.265			\$75.25	\$15,972.94	\$1,597.29
OTHERS :		0.000			\$0.00	\$0.00	\$0.00
OTHERS :		0.000			\$0.00	\$0.00	\$0.00
SPRUCE & FIR		0.00			\$ -	\$0.00	\$0.00
HARDWOOD & ASPEN		946.63			\$ 4.33	\$4,094.17	\$409.42
PINE		42.11			\$ 0.85	\$35.79	\$3.58
HEMLOCK		0.00			\$ -	\$0.00	\$0.00
BIOMASS CHIPS		3,237.02			\$ 0.85	\$2,751.47	\$275.15
HIGH GRADE SPRUCE		0.00			\$ -	\$0.00	\$0.00
CORDWOOD		0.00			\$ 8.00	\$0.00	\$0.00
OPERATION NUMBER							
# 3							
MAP & LOT NUMBER							
21-229-01-1							
SPRUCE & FIR		0.00			\$ -	\$0.00	\$0.00
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HIGH GRADE SPRUCE							

**ORIGINAL WARRANT
YIELD TAX LEVY
July 27, 2021
THE STATE OF NEW HAMPSHIRE**

HILLSBOROUGH

TO: ROGER ORDWAY, JR, Collector of Taxes for Town of HUDSON, in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of : **\$10,098.59**, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at HUDSON

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

DATE SIGNED: July 27, 2021

NAME & ADDRESS	MAP & LOT	OPERATION #	YIELD TAX DUE
BROX INDUSTRIES, INC OWNER 1471 METHUEN ST DRACUT, MA 01826	115-005 & 123-001	21-229-01-T	\$10,098.59

TAX DUE DATE: August 26, 2021 TOTAL YIELDTAX: \$10,098.59

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2021 to March 31, 2022

TOWN OF HUDSON

12 School Street

Hudson, NH 03051

603-886-6003

BROX INDUSTRIES, INC
OWNER
1471 METHUEN ST
DRACUT, MA 01826

YIELD TAX ON TIMBER CUT

TAX ACCOUNT & SERIAL I.D. NUMBER: 2180 & 2178
TAX MAP & LOT NUMBER: 115-005 & 123-001
YIELD TAX OPERATION NUMBER: 21-229-01-T
DATE OF YIELD TAX BILL: 7/27/2021
AMOUNT COMMITTED TO ME
FOR COLLECTION PER RSA 79: **\$10,098.59**

***** 18% APR INTEREST WILL BE CHARGED AFTER 8/26/2021 ON UNPAID TAXES *****

APPEAL: an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 79:10 and 11. (RSA 79:8)

TAX OFFICE HOURS: MONDAY THROUGH FRIDAY 8:00AM TO 4:30PM

Sincerely,

ROGER ORDWAY, JR.
Tax Collector



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



Agenda 7-27-21

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

6A-2

MEMORANDUM

RECEIVED

JUL 21 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor *JM*

DATE: July 27, 2021

RE: Current Use Lien Releases
Map 194 Lot 9-9 – 164 Standish Lane
Map 194 Lot 9-8 – 160 Standish Lane
Map 195 Lot 1-1 – 159 Standish Lane
Map 194 Lot 9-6 – 152 Standish Lane
Map 194 Lot 10-8 – 151 Standish Lane
Map 194 Lot 10-7 – 149 Standish Lane
Map 194 Lot 10-5 – 137 Standish Lane
Map 194 Lot 10-9 – 132 Standish Lane

The attached Current Use Lien Releases for the above referenced sites are for the BOS's review and consideration. The land to come out of current use in this subdivision are multiple lots currently under development in the new Eagles Nest subdivision off of Bush Hill Road. We have reviewed the subdivision documents that created these parcels, reviewed vacant residential building lot land sales from 2019-2021, discussed the same with the property owners and have determined as-is market value estimates in the low-to-mid \$160,000 mark +/- . There are variances between the sites as all had substantial blasting, jack-hammering, as well as associated cut and fill involved to construct the building envelopes, so, though some parcels will show greater acreages than others, their values may not as high as lower acreaged lots, due to said blasting costs to develop, the lot sizes are in the area of just over 1 acre +/- per site.

DRAFT MOTION

Motion to approve the attached Current Use Penalty Lien Releases for; Map 194 Lot 9-9 – 164 Standish Lane, Map 194 Lot 9-8 – 160 Standish Lane, Map 195 Lot 1-1 – 159 Standish Lane, Map 194 Lot 9-6 – 152 Standish Lane, Map 194 Lot 10-8 – 151 Standish Lane, Map 194 Lot 10-7 – 149 Standish Lane, Map 194 Lot 10-5 – 137 Standish Lane and Map 194 Lot 10-9 – 132 Standish Lane, as recommended by the Chief Assessor.

CurrUseLienReleasesMultipleWarrenRdStandishLaneJuly2021BOSmemo



Agenda 7-27-21
RECEIVED
JUL 20 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE

6C-1

RAFFLE PERMIT
Hudson, New Hampshire

Name of Organization Hudson Republican Committee

Address 24 Woodcrest Drive

Raffle Benefit of Hudson Republican Committee's various funding

Date & Time of Raffle Dec 15th 2021

Raffle to be held at VFW 15 Bockes Rd. Hudson

Prizes Firearm, various gift certificates, books, hat, cigars,

Date of Ticket Sales Aug 12 2021

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

Applicant's Signature/Address/Phone Number

Michael Trafaglia
Applicant's Signature

Michael Trafaglia

Applicant's Printed Name

24 Woodcrest Dr. Hudson, NH

Address

781.632.3626

Phone Number

Approved on _____ by

HUDSON BOARD OF SELECTMEN

Chairman _____

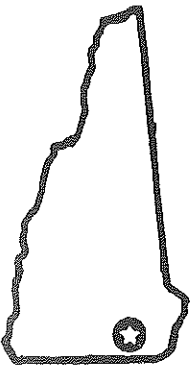
Selectman _____

Selectman _____

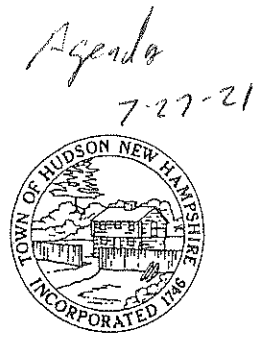
Selectman _____

Selectman _____

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



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



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

7B

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: July 20, 2021

Re: Proposed Amendment Town Code – Chapter 205-13 Zoning Fees

At their meeting on July 13, 2021 the Board of Selectmen held a Public Hearing to discuss amending Town Code Chapter 205-13, Zoning Fees by increasing the fee in Section A (1) from \$130 to \$185 to cover the cost of publishing notice and recording of decisions. Should the Board of Selectmen approve the motion to amend Town Code, the following motion is appropriate:

Motion: To amend Town Code Chapter 205-13, A (1) Zoning Fees by increasing the fee from \$130 to \$185.

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

Agenda
6-22-21

Memo

8B

To: Steve Malizia , Town Administrator
From: Bruce Buttrick, Zoning Administrator/Code Enforcement *BB 6-17-21*
Date: June 17, 2021
Re: ZBA application fee increase request

RECEIVED
JUN 17 2021
TOWN OF HUDSON
SELECTMENS OFFICE

Currently the ZBA application fees are set in Town Code as:

§ 205-13 Zoning fees.

[Amended 10-25-2005; 12-22-2009; 8-14-2018]

A. Zoning fees are set as follows:

(1) Zoning Board of Adjustment applications (variances, special exceptions, appeal of an administration decision, equitable waiver of dimensional requirement); includes advertising for newspaper public notice and recording of decisions: \$130.

I propose to increase item A (1) above as follows:

(1) Zoning Board of Adjustment applications (variances, special exceptions, appeal of an administration decision, equitable waiver of dimensional requirement); includes advertising for newspaper public notice and recording of decisions: \$185.

Due to HLN no longer being available to publish public notices, we've had to use other newspapers to satisfy state statute and to cover the recording fee at the HCRD, these costs are recoverable by the applicant within our application fee we charge.

I'd like to move this forward to the BOS in the near future for the required Public Hearing etc.

*Town of Hudson, NH
Tuesday, July 20, 2021*

Chapter 205. Fees

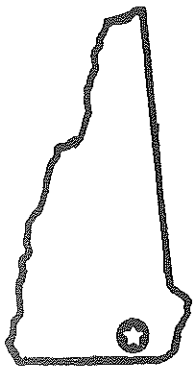
§ 205-13. Zoning fees.

[Amended 10-25-2005; 12-22-2009; 8-14-2018]

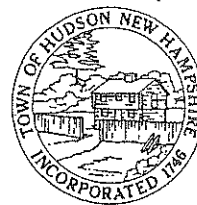
A. Zoning fees are set as follows:

- (1) Zoning Board of Adjustment applications (variances, special exceptions, appeal of an administration decision, equitable waiver of dimensional requirement); includes advertising for newspaper public notice and recording of decisions: \$130.
- (2) Postage (paid by applicant). Current certified mail postage rate per abutter to the property and current first-class postage rate per property owner within 200 feet of the property.

B. If the application is required to be reviewed at more than one Zoning Board of Adjustment meeting, additional postage and advertising charges will be assessed. For guidelines apropos to specific circumstances regarding applicability of fee reassessment, please refer to the approved Zoning Board of Adjustment bylaws.



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




Agenda
7-27-21

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

7C

To: Board of Selectmen

From: Steve Malizia, Town Administrator 

Date: July 16, 2021

Re: Proposed Amendment Town Code – Chapter 317-30 Stop Intersections

At their meeting on July 13, 2021 the Board of Selectmen held a Public Hearing to discuss amending Town Code Chapter 317-9, Stop Intersections and Chapter 317-30 Schedule III: Stop Intersections, by adding a stop sign on Madison Drive at Washington Street, approaching north. Should the Board of Selectmen approve the motion to amend Town Code, the following motion is appropriate:

Motion: To amend Town Code Chapter 317-30 Schedule III: Stop Intersections by adding a stop sign on Madison Drive at Washington Street, approaching north.

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

Agenda
6-22-21

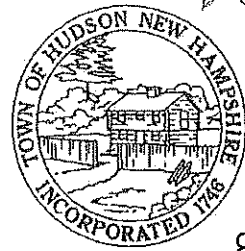


TOWN OF HUDSON

Police Department

Partners with the Community

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



8D

William M. Avery, Jr.
Chief of Police

RECEIVED

JUN 16 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

Captain Tad K. Dionne
Operations Bureau

Captain David A. Cayot
Special Investigations Bureau

Captain David A. Bianchi
Administrative Bureau

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police *WMA*

Date: 22 June 2021

Re: Town Code Chapter 317 Vehicles and Traffic

§ 317-9 Stop intersections: The intersections described in Schedule III (§ 317-30), attached to and made a part of this chapter, are hereby designated as stop intersections, and any vehicle approaching such intersections on the first-named streets shall come to a full stop before entering said intersections.

§ 317-30 Schedule III: Stop Intersections: As provided in § 317-9, § 317-30 describes intersections that are designated as stop intersections, at which vehicles approaching such intersections shall come to a full stop before entering such intersections, and that such stop signs shall be installed.

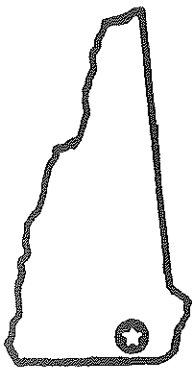
The Highway Safety Committee has recommended adding a stop sign on Madison Drive at Washington Street, approaching north. We are requesting that this stop intersection be added to § 317-30, the schedule of listed stop intersections, for Madison Drive at Washington Street, north bound.

We are further requesting that a stop sign be installed at the location listed above.

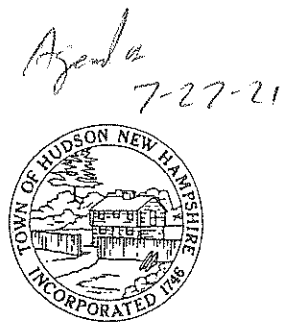
Motion:

To forward the above-listed change proposal of § 317-30 to a public hearing.






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



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

7D

To: Board of Selectmen

From: Steve Malizia, Town Administrator 

Date: July 16, 2021

Re: Proposed Amendment Town Code – Chapter 317-30 Stop Intersections

At their meeting on July 13, 2021 the Board of Selectmen held a Public Hearing to discuss amending Town Code Chapter 317-9, Stop Intersections and Chapter 317-30 Schedule III: Stop Intersections, by adding stop signs on Adelaide Street at Travers Street, approaching north and Travers Street at Adelaide Street approaching west. Should the Board of Selectmen approve the motion to amend Town Code, the following motion is appropriate:

Motion: To amend Town Code Chapter 317-30 Schedule III: Stop Intersections by adding stop signs on Adelaide Street at Travers Street, north bound and Travers Street at Adelaide Street west bound.

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

Agenda
6-22-21



TOWN OF HUDSON

Police Department

Partners with the Community

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



8E

William M. Avery, Jr.
Chief of Police

RECEIVED
JUN 16 2021
TOWN OF HUDSON
SELECTMEN'S OFFICE

Captain Tad K. Dionne
Operations Bureau
Captain David A. Coyot
Special Investigations Bureau
Captain David A. Bianchi
Administrative Bureau

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police *WMA*

Date: 22 June 2021

Re: Town Code Chapter 317 Vehicles and Traffic

§ 317-9 Stop intersections: The intersections described in Schedule III (**§ 317-30**), attached to and made a part of this chapter, are hereby designated as stop intersections, and any vehicle approaching such intersections on the first-named streets shall come to a full stop before entering said intersections.

§ 317-30 Schedule III: Stop Intersections: As provided in **§ 317-9**, **§ 317-30** describes intersections that are designated as stop intersections, at which vehicles approaching such intersections shall come to a full stop before entering such intersections, and that such stop signs shall be installed.

The Highway Safety Committee has recommended adding a stop sign on Adelaide Street at Travers Street, approaching north and adding a stop sign on Travers Street at Adelaide Street, approaching west. We are requesting that these stop intersections be added to **§ 317-30**, the schedule of listed stop intersections, for Adelaide Street at Travers Street, north bound and Travers Street at Adelaide Street, west bound.

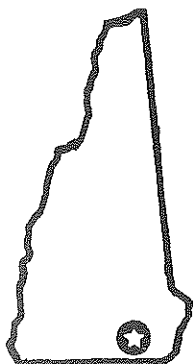
We are further requesting that a stop sign be installed at both of these locations listed above.

Motion:

To forward the above-listed change proposal of **§ 317-30** to a public hearing.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



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

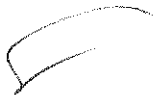


Agenda
7-27-21

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

7E

To: Board of Selectmen

From: Steve Malizia, Town Administrator 

Date: July 16, 2021

Re: Proposed Amendment to Board of Selectmen Bylaws

At their meeting on July 13, 2021 the Board of Selectmen discussed an amendment to the Board of Selectmen bylaws, originally approved on May 14, 2019 and revised on July 14, 2020 and July 28, 2020, to include language regarding submission of agenda items by Board members. Per the Board's bylaws, a motion was made and seconded at the July 13th meeting for the amendment but not voted upon. Should the Board of Selectmen approve the motion to amend the Board's bylaws, the following motion is appropriate:

Motion: To amend Chapter D, Rules of Order, #2, Agenda, of the Board of Selectmen bylaws by adding the following language "Members that want to add an item to the agenda must do so in writing; providing a synopsis of the issue and including supporting documents, if any. All agenda items, including all backup documentation, must be received by the Executive Assistant no later than noon on the Thursday before the meeting."

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

RECEIVED

JUN 30 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

81

Amendment to the Bylaws

I think it is inherent on us, as the governing body of this town, to have an open dialogue about issues concerning the town. To that end, we must ensure:

- a. Each and every member can adequately prepare by having as a much information, about agenda items, as possible prior to any meeting or workshop;
- b. The public should have that same information when it pertains to the public portion of our meetings or workshops;
- c. Department heads and/or town employees may be properly prepared if the item pertains to them.

Currently Chapter D(2) reads: **Agenda** – Shall be published with meeting notice, and included in the minutes. A suggested agenda is provided. It may be changed by the chair or by vote of the Board...

I propose that we amend our Chapter D(2) of the bylaws to read: **Agenda** – Shall be published with meeting notice, and included in the minutes. Members that want to add an item to the agenda must do so writing; provide a synopsis of the issue and include supporting documents, if any. All agenda items, including all back up documentation, must be received by the Administrative Assistant no later than noon on Thursday before the meeting. A suggested agenda is provided. It may be changed by the chair or by voter of the Board...

This proposal should be handled in accordance with Chapter F Amendment Procedure and should go have a legal review, if the Board deems it necessary.

**Town of Hudson, NH
BOARD OF SELECTMEN
BY-LAWS**



By-Laws	Revision Number:
Approved By: Board of Selectmen	Revision Dates: 7/14/20, 7/28/20
Origination Date: 05/14/2019	Review Frequency: As Needed

A. PURPOSE:

These By-Laws describe the duties and methods of operation of the Hudson Board of Selectmen.

B. ORGANIZATION:

1. Responsibilities of Members:

All members shall make every effort to attend each scheduled meeting. Members shall make every effort to notify the Chairman if they are going to be absent from a meeting as soon as possible.

Members of the Board have authority only when acting as a Board legally in session. The Board shall not be bound by any action or statement of any individual Board member, except when such statement or action is at the direction of the Board.

2. Officers:

(a) Election - A Chairman, and Vice-Chairman shall be elected at the first regularly scheduled meeting following the election of Selectman that are elected at the annual Town Meeting. Election shall be by a majority vote of those present at the Board meeting.

Vacancies created during the year shall be filled by special election of the Board at the next regularly scheduled meeting.

(b) Duties - The Chairman shall preside at all meetings of the Board and perform all duties required by law.

In the absence of the Chairman, the Vice-Chairman shall preside and assume all duties and responsibilities of the Chairman.

In the absence of both the Chairman and Vice-Chairman the next senior member of the board shall assume all duties and responsibilities of the Chairman

- (c) Selectmen wishing to place an item on the agenda must notify the Executive Assistant to the Board of Selectman before Thursday at 12:00 p.m. prior to a Tuesday meeting. Citizens wishing to place an item on the Selectmen's agenda and plan to make a presentation must provide a copy of all presentation material and documentation to be included in each selectman's "packet" before Thursday at 12:00 p.m. prior to a Tuesday meeting.

C. OPERATION:

1. Meetings:

- (a) Organizational Meetings - An organizational meeting to elect officers shall be held in accordance with B, 2(a). The Board may adopt the previous Board's policies and procedures, subject to amendment as provided in these by-laws. The Board shall establish a schedule for meetings.
- (b) Regular Meetings - A more formalized meeting of the Board generally conducted in accordance with the order of the "Agenda" contained herein.
- (c) Workshop Meetings - A formalized meeting of the Board that is generally conducted for the purpose of providing the Board the opportunity to meet with other committees and boards, department heads, and the School Board to get a better understanding of any issues that other committees and boards may be having and to work to help them resolve those issues. This meeting is not generally used to conduct regular business of the Board.
- (d) Non-Public Meetings - A meeting of the Board held for town legal and personnel issues in accordance with RSA 91-A:3. All non-public meetings requested by a member of the Board of Selectman will follow the Non-Public Meeting Requests & Rules of Procedure as adopted by the Board of Selectman.
- (e) Special Meetings - May be called by the Chairman in accordance with RSA 91-A: 2, II; upon demand of three (3) members of the Board; or at the request of the Town Administrator through the Chair. The Chairman shall notify each member in accordance with RSA 91-A: 2, II.

- (f) Attorney/Client sessions are not considered meetings and therefore do not have to be posted.
- (g) During meetings, cell phones must be turned off or placed on silent mode. Members are prohibited from reading or sending e-mail or text messages to or from the public using on their personal cell phones during meetings. Unless the use is readily apparent to the public and pertains directly to that Board meeting, e.g. use of a cell phone to access the internet for information relative to a matter being discussed is permissible. This policy shall not prohibit a Member from receiving calls, e-mail, or text messages, regarding urgent personal matters which require the Member's immediate attention, in which case the Member shall excuse themselves from the meeting prior to responding.

2. **Schedule of Meetings:**

Shall be published annually. Each meeting shall be posted in accordance with RSA 91-A.

3. **Reports of Liaisons':** All members of the Board that are liaisons' to any board, committee or commission shall give report to the Board of Selectman at the next regular meeting of the BOS or as necessary. The representative to the budget committee shall ask the board how they wish him/her to vote on matters of warrant articles that are presented to the budget committee during the budget deliberations.

4. **Review of Audit Reports:**

The Board shall review the audit report as soon as the report is made available and take any action related thereto.

5. **Water & Sewer Commissioners**

As part of their responsibilities as Water & Sewer Commissioners, the Board shall conduct an annual review of the Unreserved Water and Sewer Funds with the Town Administrator and Finance Director each year. The Board shall then vote to set Water and Sewer Rates no later than April for billing the following July. A vote shall be recorded even if the determination is made that the rate(s) should not change.

6. **Town Administrator**

Annually, the Board of Selectmen are responsible for evaluating the job performance of the Town Administrator. It is the Chairman's responsibility to coordinate the evaluation, including obtaining input from the other members of the Board, aggregating that information, and presenting to the Board a comprehensive draft of the evaluation document. The current seated Board of

Selectmen must complete the final evaluation document prior to the next annual election.

The final evaluation document shall remain on file in the Human Resources Department.

D. RULES OF ORDER:

1. **Quorum** - A quorum shall consist of three (3) members of the Board.
2. **Agenda** - Shall be published with meeting notice, and included in the minutes. A suggested agenda is provided below. It may be changed by the chair or by vote of the board.

AGENDA

- Call to Order
- Pledge of Allegiance
- Nominations and Appointments
- Public Input
- Consent Items
- Old Business
- New Business
- Remarks by Selectman
- Adjournment/Non Public Session RSA 91

3. Role of the Chairman:

The Chairman's duties are as follows:

- To open the session at the time at which the Board is to meet by calling the members to order;
- to recognize members entitled to the floor;
- to state and put to vote all the questions which are regularly called or necessarily arise in the course of the proceedings and to announce the result of the vote;
- to maintain decorum during meetings;
- to assist in expediting all business in every way compatible with the rights of the members, as by allowing brief remarks when un-debatable motions are

pending or by calling a brief recess to permit restoration of order or clarification of an obscure point if the Chairman thinks it advisable;

- to restrain the members by gaveling he/she out of order when engaged in debate within the rules or order;
- to enforce on all occasions the observance of order and decorum among the members, deciding all questions of order (subject to an appeal by any two (2) members) unless he prefers to submit the question for the decision of the Board;
- to inform the Board on a point of order or practice pertinent to pending business;
- to authenticate by their signature, when necessary, all acts, orders and proceedings as directed by vote of the Board. This is when we are sending correspondence to an outside agency as a Board.

The Chairman shall vote as a member of the Board.

Discussions which are not addressing the business before the Board, or which are conducted in a disorderly or disrespectful manner, shall be ruled out of order. The Chairman shall take whatever action is necessary to achieve and maintain order, including ordering the removal of any person who continues disorderly conduct.

4. Role of the Vice-Chairman:

Please see section 3 above.

5. Conduct of Meetings:

Meetings shall be conducted in accordance with generally accepted practices of order and decorum. In the event of dispute regarding procedural matters Robert Rules of Order shall serve as a guideline with a vote of the Board being the final deciding authority.

6. Recording of Votes:

Votes shall be verbal or by a roll call. The vote of each member present shall be recorded. No action shall be considered at a subsequent meeting in the same calendar year except by majority vote of the members present and voting.

7. Requests for Information:

- (a) Should it become apparent to the Chairman or an individual Board member, in the interim between meetings, that additional information relative to a specific item may be needed for the Board's use at the next

regularly scheduled meeting, a request for this information shall be submitted to the Town Administrator before the agenda is set. All members of the Board shall receive copies of the information being requested.

E. EMPLOYEES:

1. Duties:

The Executive Assistant shall be the official recorder of the minutes of the Board of Selectmen and an official copy of the records are to be filed in the Selectmen's Office and open to inspection by any person at reasonable times. In addition to keeping the minutes of the meetings, it is the duty of the Executive Assistant to keep a roll of members present and to call the roll when required. The Executive Assistant shall record the essentials called "the minutes" of the proceedings as follows:

- (a) The kind of meeting - regular, special, work session, or recessed.
- (b) Time of meeting and place of meeting
- (c) The presence/absence of Board members
- (d) Whether the minutes of the previous meeting were approved or amended.
- (e) All main motions and points of order and appeals, whether sustained or lost, and all other motions that were not lost or withdrawn.
- (f) The time of adjournment.

The Executive Assistant shall record the essentials of the proceedings, the name of the member who introduced a main motion or amendment and the name of the second, and should enter the number and names of votes on each side.

F. AMENDMENT PROCEDURE:

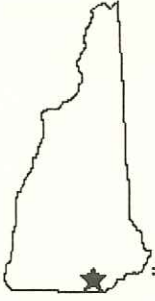
An amendment to these By-Laws may be moved at one Board meeting but shall not be voted upon until the next regularly scheduled meeting, not less than seven (7) days later. A copy of any amendment shall then be certified and submitted to the Town Clerk for inclusion in the Town Records.

G. APPOINTMENT TO BOARDS AND COMMISSIONS:

1. The Chair shall request from members their choices of committees, boards and commissions they wish to serve on as Selectmen's Representative. The Chairman shall distribute to the Board all choices and set a meeting date as to when the Chair shall make appointments.
2. The term of all appointments of Selectmen Representatives, including the terms of any ex-officio members (voting members) of the Board of Selectmen serving on local land use boards (i.e., Planning Board, Conservation Commission, and Historic District Commission) shall be for one (1) year, or until next Town Meeting, whichever is sooner.

H. E-MAIL COMMUNICATION

1. When sending correspondence to the entire Board, blind copy (bcc) all members of the Board. If any member replies to the e-mail, they will not reply to all the other members it will only go to the original sender and therefore avoid an open communication to the entire Board making the e-mail compliant with RSA 91-A.



TOWN OF HUDSON
Finance Department



Agenda
7-27-21

8A

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6000 • Fax: 603 881-3944

To: Board of Selectmen
Steve Malizia, Town Administrator

From: Lisa Labrie, Finance Director *LL*

Date: July 20, 2021

Subject: 2022 Revaluation – Mass Appraisal Valuation Contract

RECEIVED

JUL 21 2021

TOWN OF HUDSON
SELECTMEN'S OFFICE

Please accept this recommendation to be placed on the Board of Selectmen's next agenda.

Recommendation:

I agree with Jim Michaud, Chief Assessor to waive the formal bid process in awarding the "2022 Full Statistical Revaluation" mass appraisal contract to Vision Appraisal Inc. (VGSI).

Funding:

This award would be paid for from Capital Reserve Funds for Future Property Revaluation. As of June 30, 2021 this fund had a balance of \$263,403.00. \$26,100 was previously committed for the Public Utility Valuation leaving \$237,303.00 available for this purpose.

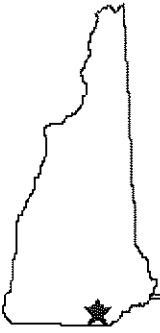
Information:

Vision Appraisal was approved by the BOS as our vendor for the current CAMA software system. As such, they would have the best working and up-to-date knowledge and experience of this software for purposes of reassessment. Vision Appraisal has been an active participant over the course of 3 decades plus in the valuation of NH municipalities' property tax bases of all sizes. Per the Chief Assessor, the proposal equates to approximately \$13 / parcel.

First Motion: To waive the competitive bid process as outlined in Hudson Town Code for the purpose of awarding the 2022 Full Statistical Revaluation Contract – to VGSI.

Second Motion: To authorize to expend \$149,000 from the Capital Reserve Fund for Future Property Revaluation to fund the contract as recommended by the Jim Michaud, Chief Assessor and Lisa Labrie, Finance Director.

Cc: Jim Michaud, Chief Assessor



TOWN OF HUDSON

Office of the Assessor

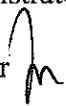
Jim Michaud
Chief Assessor, CAE
email: jmichaud@hudsonnh.gov
www.hudsonnh.gov



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

TO: Board of Selectmen
Steve Malizia, Town Administrator

July 27, 2021

From: Jim Michaud, Chief Assessor 

RE: 2022 Revaluation – Mass Appraisal Valuation Contract

The Assessing Department is recommending that the BOS authorize the awarding of the “2022 Full Statistical Revaluation” mass appraisal contract to Vision Appraisal (VGSI Inc.). The last revaluation project in Hudson was accomplished for the 2017 property tax year and that valuation basis has been utilized each tax year since. It is expected that our assessment ratio will continue to fall well below the State of New Hampshire, Assessing Standard Boards, 90% - 110% of market value standard threshold going into the 2022 property tax year. The State of NH statutory law, specifically RSA 75:8-a, requires a full reset to full market value at least once every 5 years, as well as NH constitutional law, Article 2 Part 6, requires it, so, it is not an option to not conduct a full reassessment for 2022.

The BOS had prior approved two other important components for the 2022 reassessment year, the Public Utility reassessment contract with George E. Sansoucy P.E. LLC, as well as the CAMA (Computer Assisted Mass Appraisal) Software Conversion Contract with Vision Appraisal. The attached reassessment contract would complete the timely awarding of vendor contracts to conduct the 2022 reassessment on a timely basis.

The Assessing Department has gone through multiple revisions and amendments with Vision for the attached contract, as well as having the final product favorably reviewed by Attorney Dave LeFevre, as well as the required review by the State of NH – Department of Revenue (NHDRA), and a favorable recommendation from Lisa Labrie, Finance Director. The Assessing Department recommends that the BOS approve this contract without going out to bid for the following reasons;

1. Vision Appraisal is the BOS’s approved vendor for the replacement of our current CAMA software system. There is no other company that would have the best working and up-to-date knowledge and experience of the optimal utilization of this software for purposes of reassessment. The selection of Vision Appraisal’s valuation division to also conduct the revaluation itself serves to help minimize (if not eliminate)

any potential for miscommunication from the software conversion phase of the reassessment, to the actual valuation phase of the 2022 property reassessment project.

2. Vision Appraisal has been an active participant over the course of 3 decades plus in the valuation of NH municipalities' property tax bases, from large to small and everything in between. As an example, from 2018 forward through the 2022 contract year, Vision has (is) been conducting full reassessments in, Manchester, Nashua, Salem, Bedford, Keene as well as other NH municipalities. Vision's appraisal staff numbers over 60+, by far the largest appraisal staff for reassessment firms, a deep bench to call upon for any unseen disruptive occurrences that can occur in the business world (i.e. COVID19), and they employ fully credentialed staff as approved by the DRA.

3. Vision's active valuation presence in NH is also especially important when it comes to the valuation of commercial/industrial (C/I) properties. This property strata traditionally sells less often, the search for qualified comparable sales (to use as benchmarks for Hudson's own C/I property valuations) is time, labor and analysis intensive, this component of Hudson's tax base is very important to get right in terms of equitable treatment amongst and between the mix of property strata. The fact that Vision would already have much of this sales and market data qualified and verified, by virtue of their many recent reassessments in the Southern NH real estate market, gives them a significant advantage and bodes well for the valuation of Hudson's C/I tax base.

4. In terms of hard numbers the attached contract proposal sum of \$149,000 equates to \$15 per parcel (10,007 accounts less 76 public utility accounts = 9,931 accounts for this contract).

However, this contract value is even better than that;

a. in the CAMA conversion contract (Software Maintenance Services Schedule – pg. 3 section 6.1 (a)) Vision committed to offering two (2) free years of software support maintenance if they were also selected as the revaluation company. That current pending charge is at a fee of \$6,496 per year, \$12,992 in current fees for that service, equals a minimum cost savings of \$12,992 to be imparted to this contract amount;

b. in the CAMA conversion contract (Web Hosting of Assessing Database Schedule pg. 2 section 7 (a)) Vision committed to also offering two (2) free years of assessing database web hosting if they were also selected as the revaluation company. That current pending charge is at a fee of \$3,616 per year, \$7,232 in current fees for that service, equals a minimum cost savings of \$7,232 to be imparted to this contract amount.

When taking into account the two above cost savings and imputing them to this contract, that effectively changes the contract number, from a holistic fiscal comparative view, from \$149,000 (\$15 / parcel) down to \$128, 776 (\$149,000 - \$12,992 - \$7,232)(\$13 / parcel)

In regards to funding this project, the Town does have approx. \$241,200 + in the already established "Capital Reserve Fund for Future Revaluation" (with BOS as agents to expend), of which \$26,100 is already committed for the Public Utility Valuation

Contract, leaving a net sum of \$215,100 to more than cover this proposal, leaving some \$31,100 in reserve for future years revaluations. For all of the above reasons, I request BOS approval for this 2022 Revaluation contract with Vision Appraisal (VGSI).

Draft Motion 1: To waive the competitive bidding requirements as outlined in Hudson Town Code for the purpose of the 2022 Full Statistical Revaluation Contract – VGSI contract.

Draft Motion 2: To approve the 2022 Full Statistical Revaluation Contract – VGSI contract in the sum of \$149,000, with said sum to come from the “Capital Reserve Fund for Future Revaluation”, as recommended by the Chief Assessor, Jim Michaud.

2022 FULL STATISTICAL REVALUATION CONTRACT

SUBJECT: "FULL STATISTICAL REVALUATION" means the process of a revaluation of all taxable and nontaxable properties in a municipality, using existing property data, to arrive at full and true value as of April 1, 2022. The term also includes "statistical update" and "statistical reassessment." (Asb 301.28; Rev 601.25)

The Municipality of Hudson, NH, a municipal corporation organized and existing under the laws of the State of New Hampshire, hereinafter called Municipality; and, Vision Government Solutions, Inc. a business organization existing under the laws of the State of New Hampshire (or another state) and having a principal place of business at, 1 Cabot Road, Hudson, MA 01749, hereinafter called Contractor, hereby mutually agree as follows:

1. GENERAL PROVISIONS

1.1. PARTIES

1.1 Name of Municipality:	<u>Town of Hudson, New Hampshire</u>
1.2 Mailing Address of Municipality:	<u>12 School Street, Hudson, NH 03051</u>
1.3 Contracting Official(s) name(s) and title(s) for Municipality:	<u>Jim Michaud, Assessor</u>
1.4 Telephone and Fax numbers:	Phone: 603-886-6009 Fax: 603-598-6481
1.5 E-mail Address, if applicable:	<u>jmichaud@hudsonnh.gov</u>
<hr/>	
1.6 Name of Contractor:	<u>Vision Government Solutions, Inc.</u>
1.7 Mailing Address of Contractor:	<u>1 Cabot Road, Hudson, MA 01749</u>
1.8 Principal Place of Business:	<u>1 Cabot Road, Hudson, MA</u>
1.9 E-mail Address, if applicable:	<u>pdonovan@vgi.com</u> Phone: 800-628-1013 Ext 3644
1.10 Telephone and Fax numbers:	Fax: 508-351-3798
1.11 Name and Title of Authorized Contractor:	<u>Patrick Donovan</u>
1.12 Type of Business Organization:	<u>Corporation</u>

PART Rev 601 DEFINITIONS

Rev 601.01 "Abatement Review" means to make an assessment recommendation to the municipal assessing officials or to make a change to an assessment that is in response to an abatement request from a taxpayer.

Rev 601.02 "Appraisal" means the act or process of developing a market value estimate of property which will be used as the basis for valuation, fulfilling a municipality's statutory duties relative to property tax administration including, but not limited to those pursuant to RSA 75:1.

Rev 601.05 "Assessing Services" means the making of appraisals, reappraisals, assessments, or providing other services on behalf of municipal assessing officials for the statutory administration of property valuation and assessment including, but not limited to those pursuant to RSA 75:1.

Rev 601.06 "Assessing Standards Board (ASB)" means the State of New Hampshire assessing standards board as

established pursuant to RSA 21-J:14-a.

Rev 601.07 “Assessment” means an estimate of the quality, amount, size, features, or worth of real estate which is used as a basis for a municipalities’ valuation in accordance with statutory requirements including, but not limited to those pursuant to RSA 75:1.

Rev 601.08 “Base Year” means the tax year in which the municipality performed a revaluation of all properties.

Rev 601.09 “BTLA Reassessment” means an order by the State of New Hampshire board of tax and land appeals for a revaluation or partial update of a municipality’s property assessments.

Rev 601.10 “Calibration” means the process of ensuring the predictive accuracy of the CAMA model(s), through testing, which may include but not be limited to; determining the variable rates and adjustments from market analysis for land and land factors, costs and depreciation for a cost model, valuation rates and adjustments for a sales comparison model, and market rents and capitalization rates for an income model.

Rev 601.11 “Computer Assisted Mass Appraisal System (CAMA)” means a system of appraising property that incorporates computer-supported tables, automated valuation models and statistical analysis to assist the appraiser in estimating value for a revaluation, assessment data maintenance and valuation update.

Rev 601.13 “Contract” means any agreement between the municipality and the contractor for making appraisals, reappraisals, assessments, or for appraisal work on behalf of a municipality with the State of New Hampshire.

Rev 601.14 “Contractor” means the person, firm, company, or corporation with which the municipality has executed a contract or agreement for assessing services.

Rev 601.15 “Cyclical Inspection” means the process of a systematic measure and listing of all properties within a municipality over a specified period of time. The term includes “data collection” and “data verification.”

Rev 601.16 “Cyclical Revaluation” means the process of combining a full statistical revaluation of the entire municipality with a cyclical inspection process.

Rev 601.17 “Data Collection” means the inspection, measuring, or listing of property within a municipality. The term includes data verification.

Rev 601.20 “DRA-certified” means a level of certification attained by a person as set forth by the ASB in Asb 300 pursuant to RSA 21-J:14-f.

Rev 601.22 “Executed” means to transact, agree to, carry into effect, sign or act upon a contract or agreement to perform assessing services for a municipality. The term includes “executing.”

Rev 601.23 “Final Monitoring Report” means the DRA’s final letter to the municipality for any revaluation or partial update.

Rev 601.24 “Full Revaluation” means the revaluation of all taxable and nontaxable properties in a municipality, with a complete measure and listing of all taxable and nontaxable properties to occur at the same time of the establishment of the new base year, to arrive at full and true value as of April 1. The term includes “full reappraisal” and “full reassessment.”

Rev 601.25 “Full Statistical Revaluation” means the process of a revaluation of all taxable and nontaxable properties in a municipality, using existing property data, to arrive at full and true value as of April 1. The term includes “statistical update” and “statistical reassessment.”

Rev 601.26 “Highest and Best Use” means the physically possible, legally permissible, financially feasible, and maximally productive use of a property, as appraised in accordance with RSA 75:1.

Rev 601.27 “Improvement” means any physical change to either land or to buildings that may affect value.

Rev 601.29 “In-house Work Plan” means a written set of goals, objectives, processes, and timelines that the municipality intends to rely upon to perform revaluations, partial updates, or cyclical inspections.

Rev 601.30 “Listing” means recording a description of the interior, exterior, and attributes of any improvements or the recording of the description of land features and attributes. The term includes “list.”

Rev 601.31 “Market Analysis” means the study and processes utilized to determine the response of buyers and sellers of real estate, in a geographic area, to various data elements through the analysis of cost data, income data, and sale transactions in the performance of mass appraisal.

Rev 601.32 “Market Value” means the value of a property that:

- (a) Is the most probable price, not the highest, lowest or average price;
- (b) Is expressed in terms of money;
- (c) Implies a reasonable time for exposure to the market;
- (d) Implies that both buyer and seller are informed of the uses to which the property may be put;
- (e) Assumes an arm’s length transaction in the open market;
- (f) Assumes a willing buyer and a willing seller, with no advantage being taken by either buyer or seller; and,
- (g) Recognizes both the present use and the potential use of the property.

The term includes “full and true value.”

Rev 601.33 “Mass Appraisal” means the utilization of standard commonly recognized techniques to value a group of properties as of a given date, using standard appraisal methods, employing common data and providing for statistical testing.

Rev 601.34 “Measure” means the physical inspection, verification, sketching and recording of the exterior dimensions and attributes of any improvements made to a property.

Rev 601.36 “Municipal Assessing Officials” means those charged by law with the duty of assessing taxes and being the:

- (a) Governing body of a municipality;
- (b) Board of assessors or selectmen of a municipality; or
- (c) County commissioners of an unincorporated place.

Rev 601.37 “Municipality” means a city, town or unincorporated place.

Rev 601.38 “Partial Update” means the process of analyzing market sales throughout the entire municipality to identify and implement needed value changes to the affected areas, or classes of property, to bring those properties to the municipality’s general level of assessment utilizing the existing base tax year and providing an addendum to the existing USPAP compliant report. The term includes “partial revaluation.”

Rev 601.40 “Revaluation” means the act of re-estimating the worth of real estate of the entire municipality using standard appraisal methods, calibration of the CAMA tables and models, establishment of a new base year with a USPAP compliant report, and providing for statistical testing whether by either:

- (a) A full revaluation; or,
- (b) A full statistical revaluation.

The term includes “reappraisal,” “reassessment,” and “value anew.”

Rev 601.41 “Sale Validation” means the process of verifying a real estate sale transaction to determine whether the sale was a valid or an invalid indicator of the market value of the sold property. The term includes “sale verification” and “sale qualification.”

Rev 601.42 “Statistical Testing” means the use or application of numerical statistics to understand the results of a reappraisal or the need for a reappraisal.

Rev 601.44 “Uniform Standards of Professional Appraisal Practice (USPAP)” means the generally accepted and recognized standards of appraisal practice printed by The Appraisal Foundation as authorized by Congress as the source of appraisal standards and appraiser qualifications.

Rev 601.45 “USPAP Compliant Report” means an appraisal report based upon the standards established by the ASB pursuant to RSA 21-J:14-b I, (c.)

PART Asb 304 DUTIES

Asb 304.01 DRA-Certified Building Measurer and Lister Duties.

(a) For revaluation or assessing services, under the guidance and oversight of a DRA-certified property assessor or DRA-certified property assessor supervisor, a DRA-certified building measurer and lister may perform:

- (1) Data collection;
- (2) Data verification; and
- (3) Cyclical inspection.

(b) A DRA-certified building measurer and lister shall not perform sale validation.

(c) A DRA-certified building measurer and lister shall not determine, or change, the quality grade or depreciation of structures.

(d) A DRA-certified building measurer and lister shall not determine or change adjustments applied to land attributes.

Asb 304.02 DRA-Certified Property Assessor Assistant Duties.

(a) For revaluation or assessing services, under the guidance and oversight of a DRA-certified property assessor or DRA-certified property assessor supervisor, a DRA-certified property assessor assistant may assist with:

- (1) Assessment tasks as defined in Asb 301.06;
- (2) Sale validation; and
- (3) The training of a building measurer and lister.

(b) A DRA-certified property assessor assistant shall not adjust an assessment unless specifically authorized by a DRA-certified property assessor or DRA-certified property assessor supervisor.

(c) A DRA-certified property assessor assistant shall not perform final field review as defined in Asb 301.26.

(d) A DRA-certified property assessor assistant shall not oversee revaluation informal review process or conduct abatement reviews.

(e) A DRA-certified property assessor assistant shall not represent a municipality in the defense of assessed values.

Asb 304.03 DRA-Certified Property Assessor Duties.

(a) A DRA-certified property assessor may, in accordance with Asb 303.05:

- (1) Perform appraisal work which includes:
 - a. The annual maintenance of assessments by using the base year data collection manual and USPAP-compliant report; and
 - b. The use of the computer assisted mass appraisal system existing models and cost data established by a DRA-certified property assessor supervisor during the year of the last revaluation for new appraisals;
- (2) Perform abatement reviews and the defense of value under the supervision of a DRA-certified property assessor supervisor;
- (3) Perform sale validation; and
- (4) Submit a signed and dated statement to the DRA attesting to the qualifications of a building measurer and lister, or a property assessor assistant, working under the DRA-certified property assessor’s supervision to be true, accurate and correct.

(b) A DRA-certified property assessor shall not adjust the cost, land, depreciation, or other computer assisted mass appraisal tables resulting in a change to the values unless specifically authorized by a DRA-certified property assessor supervisor.

- (c) A DRA-certified property assessor shall not establish and certify values.
- (d) A DRA-certified property assessor shall not sign the USPAP-compliant report.
- (e) A DRA-certified property assessor shall not conduct the final field review.

Asb 304.04 DRA-Certified Property Assessor Supervisor Duties.

- (a) Perform and supervise all appraisal work;
- (b) Conduct and supervise a revaluation, cyclical revaluation, or partial update by:
 - (1) Compilation of the data collection manual;
 - (2) Performing a market analysis for the establishment of the base values and tables for the computer assisted mass appraisal models;
 - (3) Calibrating the computer assisted mass appraisal models;
 - (4) Performing the data quality final field review of the mass appraisal results;
 - (5) Conducting statistical testing;
 - (6) Complete and certify a USPAP-compliant report; and
 - (7) Overseeing and supervising:
 - a. The informal review process;
 - b. The abatement review; and
 - c. Defense of the appraised value(s);
- (c) Oversee any revaluation by assisting the municipal assessing officials to ensure that:
 - (1) The revaluation is performed in accordance with applicable state statutes and administrative rules;
 - (2) The contract terms and conditions are adhered to; and
- (d) Submit a signed and dated statement to the DRA attesting to the qualifications at all levels of certification to be true, accurate, and correct.

2. RESPONSIBILITIES AND SERVICES TO BE PERFORMED BY CONTRACTOR

2.1 Contract Submission

The contract, any revised contract, and the list of personnel assigned to work under the contract, shall be submitted to the DRA for examination and written recommendations of the DRA to be made to the Municipality within 10 working days of receipt. No work shall begin without first submitting a copy of the executed contract or agreement to the commissioner along with the names and qualifications of all personnel to be employed under the contract or agreement.

The Contractor will not assign or in any way transfer any interest in this Agreement without the prior written consent of the municipal assessing officials.

2.2 Assessment of All Property

2.2.1 Contractor shall appraise all taxable property (RSA 72:6) within Municipality in a good and workmanlike manner in accordance with RSA 75:1.

2.2.2 Contractor shall appraise all tax exempt and non-taxable property (RSA 74:2) within the taxing jurisdiction of Municipality in the same manner as taxable property. Utility and Special Use properties are not included in the Contractors responsibilities. Public Utility properties (land and buildings) (All Eversource (PSNH), Liberty Utilities, New England Power, New England Hydro-Transmission, Tennessee Gas, Consolidated Communications, Comcast) properties as well as all cell tower properties (land and buildings) are not included in the Contractors responsibilities (76 cards in total in 2021)

2.2.3 Contractor shall utilize Municipality's Vision CAMA System to assess properties.

2.3 Completion of Work

2.3.1 Contractor shall deliver final values to the municipal assessing officials on or before September 1, 2022.

2.3.2 A penalty of \$200. per day shall be paid by Contractor for each day required beyond the above stated completion date for delays caused by Contractor.

2.3.3 Contractor shall provide Municipality a list of all products to be delivered and dates of delivery thereof. The products include:

- (1) Property record cards in hard copy; electronic or both formats;
- (2) The USPAP Compliant Appraisal Report within 30-days of the Town's submission of the final 2022 MS-1 report to NH DRA;
- (3) The Data Collection Manual;
- (4) The CAMA System Manual; and,
- (5) Any other products as deemed necessary by the municipal assessing officials (as described in Section 3).

2.3.4 The revaluation shall be considered satisfied and in its final form only when:

- (1) The informal review of assessments has been completed as described in Section 3.6;
- (2) Any required value adjustments are made;
- (3) The final values are submitted to and accepted by the municipal assessing officials;
- (4) All products required by the contract are delivered to Municipality and the DRA;
- (5) The DRA has completed its final monitoring report;
- (6) Values established by Contractor have been defended through the municipal abatement process, as described under RSA 76:16, for the year of the revaluation; and,
- (7) All other terms of the contract have been satisfied.

2.4 Personnel

2.4.1 For grading, classifying, appraising and data collection of all property covered by the contract, Contractor shall only employ personnel who are:

- (1) Certified by the DRA, as defined in the Asb 300 Rules and RSA 21-J:14-f for the level of work they will be performing; and,
- (2) Approved by the municipal assessing officials.

2.4.2 Contractor shall not compensate, in any way, a municipal official, employee or any immediate family member of such official or employee in the performance of any work under the contract unless previously disclosed and a prior full-time employee of Contractor.

2.4.3 Upon approval of the contract and before the revaluation begins, Contractor shall provide to the DRA and the municipal assessing officials, a list of the DRA-certified personnel assigned to work under the contract.

2.4.4 Contractor shall ensure that the DRA-certified assessor supervisor is proficient in the use and calibration of the CAMA system that will be used to assess the property specified in Section 2.2.

2.4.5 Contractor shall ensure that the individual(s) assigned to perform data entry are proficient in the use of Municipality's CAMA system.

2.4.6 Contractor shall ensure that the DRA-certified assessor supervisor will be present for all analysis and table structure in the CAMA system throughout the duration of the project.

2.5 Public Relations

- 2.5.1 Contractor and the municipal assessing officials, during the progress of the work, shall each use their best efforts to promote full cooperation and amiable relations with taxpayers. All publicity and news releases shall be approved by the municipal assessing officials before being released to the news media. Contractor, upon request of the municipal assessing officials, shall provide assistance in conjunction with the municipal assessing officials to acquaint the public with the mechanics and purpose of the revaluation.

2.6 Confidentiality

- 2.6.1 Contractor, municipal assessing officials or municipal employees shall not disclose any preliminary values to anyone or permit anyone to use or access any data on file during the course of the revaluation project, except the municipal assessing officials and the Commissioner of the DRA, or their respective designees, until the values have been submitted to the municipal assessing officials and made public.

2.7 Compensation and Terms

- 2.7.1 Municipality, in consideration of the services hereunder to be performed by Contractor, agrees to pay Contractor the sum total of \$149,000. pursuant to the terms of the agreement as defined in Section 3.
- 2.7.2 The amount or terms of compensation to be paid by Municipality for assessing services to support and defend assessments that are appealed to the BTLA or Superior Court, if not included in Section 3 of the agreement, quoted on a daily basis plus expenses is: \$1,000. daily.
- 2.7.3 The itemized cost for the appraisal of special use or utility property(ies) if not included in 2.7.1 is/are listed below:
- Not applicable to this contract, see section 2.2.2.
- 2.7.4 Payments shall be made to the CONTRACTOR monthly, based on the portion of work completed during the preceding month. The amount paid shall represent ninety percent (90%) of the amount billed for that month.
- 2.7.5 The remaining ten percent (10%) will be paid to the CONTRACTOR within sixty (60) calendar days following the satisfactory completion of all terms of this Agreement.
- 2.7.6 Except as provided in Sections 2.7.2 and 2.7.3, the stated consideration in 2.7.1 represents the total payment for all contracted services.

3. DETAIL OF SERVICES TO BE PERFORMED BY CONTRACTOR

- 3.1 Contractor will be responsible for data collection of Sale Properties that occur from June 1, 2021 through May 15, 2022. Municipality will be responsible for data collection of Sale Properties prior to June 1 2021. Collection of Newly Inventoried Property Data will be the responsibility of the Municipality. Contractor will provide one new image for each sale property data collected. Data Collection and imaging services provided include the associated data entry services into the CAMA system.
- 3.1.1 Vacant land parcels and any attributes that may affect the market value shall be listed accurately. Such attributes may include, but not be limited to: number of acres; road frontage; neighborhoods; water frontage; water access; views; topography; easements; deeded restrictions and other factors that might affect the market value.
- 3.1.2 Principal building(s), and any appurtenant building(s), or other improvements, shall be accurately measured and listed to account for the specific elements and details of construction as described in the data collection manual. Such elements and details may include, but not be limited to: quality of construction; age of structure; depreciation factors; basement area; roofing; exterior cover; flooring; fireplaces; heating & cooling systems; plumbing; story height; number of bathrooms; number of bedrooms; and, other features, attributes, or factors that might affect market value.
- 3.1.3 Municipality/Contractor shall make an attempt to inspect the property, and if the attempt is unsuccessful, Municipality/Contractor may:

- (1) Leave a notification card at the property requesting that the property owner calls Contractor's designee, within a stated time frame as agreed upon by the municipal assessing officials and Contractor, to arrange for an interior inspection; or,
- (2) Send a letter to the property owner requesting that the property owner call Contractor's designee, within a stated time frame as agreed upon by the municipal assessing officials and Contractor, to arrange for an interior inspection; or,
- (3) Also subject to section 3.1.5 (8)

3.1.4 If the municipal assessing officials/Contractor are not able to arrange for an interior inspection, or entrance to a building or parcel of land cannot be obtained as detailed in Section 3.1.5 below, Municipality shall:

- (1) Estimate the value of the improvements using the best evidence available; and,
- (2) Annotate the property record card accordingly.

3.1.5 Municipality/Contractor shall complete interior inspection of properties except:

- (1) Vacant or unoccupied structures;
- (2) Where multiple attempts for inspection have been made without success and the owner or occupant has not responded to the municipal assessing officials' notifications;
- (3) Where postings prevent access;
- (4) Unsafe structures;
- (5) When the owner has refused access to Municipality or designee;
- (6) When inhabitants appear impaired, dangerous or threatening; and,
- (7) Any other reason for which the municipal assessing officials agree that the property is inaccessible.
- (8) Due to COVID19 protocols interior inspections are subject to not being done, info at door and other applicable work arounds shall suffice for purposes of interior inspection.

3.1.6 Contractor shall provide to Municipality a complete copy of the: field data collection card(s); worksheet(s); and, other document(s) used in the valuation process, (used in the valuation process,) including field review cards, informal hearing sheets, and any assessment cards amended as a result of any Contractor interior/exterior review of a property as a result of the informal hearings.

3.1.7 Contractor shall provide monthly progress reports indicating the percentage of completion of the full statistical revaluation to the municipal assessing officials and the DRA.

3.2 Property Record Cards

3.2.1 Contractor shall prepare an individual property record card, for each separate parcel of property in Municipality arranged to show:

- (1) The owner's name, street number, map and lot number or other designation of the property;
- (2) The owner's mailing address;
- (3) Information necessary to derive and understand:
 - (a) The land value;
 - (b) The number of acres of the parcel;
 - (c) The land classification;
 - (d) The adjustments made to land values;
 - (e) The value of the improvements on the land;
 - (f) The accurate description of all improvements whether affecting market value or not;

- (g) The improvement pricing details; and,
- (h) The allowances made for physical, functional and economic depreciation factors;
- (4) The outline sketch of all principal improvements with dimensions with the street side or waterfront toward the bottom of the diagram;
- (5) The base valuation year;
- (6) The print date of property record card;
- (7) Photograph of the principal building;
- (8) History of the property transfer to include:
 - (a) Date of sale;
 - (b) Consideration amount;
 - (c) Qualification code; and,
 - (d) Property type noted as either vacant or improved;
- (9) A notation area to record any comments pertaining to the property; and,
- (10) A notation area to record the history of the property, which may include, but not be limited to:
 - (a) Property inspection date;
 - (b) Individual's identification number or initials associated with the inspection;
 - (c) The extent of the inspection;
 - (d) Reason for the inspection; and,
 - (e) Any value adjustment(s).

3.3 Market Analysis

- 3.3.1 A DRA-certified property assessor supervisor shall conduct the full statistical revaluation market analysis.
- 3.3.2 A DRA-certified property assessor assistant, under the guidance of a DRA-certified property assessor or a DRA-certified property assessor supervisor, may validate or invalidate sales for the market analysis.
- 3.3.3 The municipal assessing officials shall provide to Contractor a copy of all property transfers for a minimum of two (2) years immediately preceding the effective date of the revaluation.
- 3.3.4 A market analysis shall be conducted by Contractor using accepted mass appraisal methods in order to determine land, improvements and any other contributory values or factors including:
 - (1) A review of all property transfers provided by the municipal assessing officials to Contractor;
 - (2) A compilation of all unqualified property transfers into a sales list with appropriate notations for those sales not used in the analysis accompanied by:
 - (a) The parcel map and lot number;
 - (b) The disqualification code;
 - (c) The date of sale; and,
 - (d) The sale price.
 - (3) A compilation of all qualified property transfers into a sales list with appropriate notations for those sales used in the analysis accompanied by:
 - (a) The parcel map and lot number;
 - (b) The date of sale;
 - (c) The sale price;

- (d) The newly established value;
 - (e) A photocopy or printout of the property record card for each property transferred; and,
 - (f) A photograph of the principal improvements attached thereto;
- (4) Estimated land values with the documented results, as follows:
- (a) Utilizing vacant land sales whenever possible; and,
 - (b) In the absence of an adequate number of vacant land sales, the land residual method or other recognized land valuation methodologies shall be used to assist in the determination of land unit values;
- (5) The indicated land values shall be documented as:
- (a) Site;
 - (b) Front or square foot;
 - (c) Front acre;
 - (d) Rear acre units; and/or,
 - (e) Other appropriate units of comparison;
- (6) An analysis section to include:
- (a) The sale price; and,
 - (b) Supporting adjustments made in sufficient detail to be understood by the municipal assessing officials and taxpayers;
- (7) The market analysis used to indicate unit values with the documentation of the method(s) employed and any special adjustment factors; and,
- (8) Tax maps showing the locations of all qualified sales and the delineation of neighborhoods.

3.3.5 The preliminary market analysis shall:

- (1) Be provided to the municipal assessing officials and the DRA prior to the acceptance of the new values by the municipal assessing officials;
- (2) Be printed in its final form, and provided to the municipal assessing officials and the DRA at the completion of the revaluation as part of the USPAP compliant report; and,
- (3) Become property of Municipality and the DRA.

3.3.6 Contractor shall ensure that a final comprehensive review of the newly established values shall be performed by a DRA-certified property assessor supervisor utilizing a parcel-by-parcel field review of the entire Municipality to:

- (1) Ensure that all properties are valued at their highest and best use; and,
- (2) Identify and correct: any mechanical errors; inconsistencies; unusual features or value influencing factors.

3.3.7 Any supporting documentation supplied, provided or utilized by Contractor in the process of compiling the market analysis, such as but not limited to: sales verification sheets; rental/expense statements and questionnaires; Contractor cost estimates; sales listing sheets; final review notes; etc., shall be relinquished to and become property of Municipality.

3.4 Approaches to Value

3.4.1 The valuation of property for the revaluation shall be completed by utilizing recognized approaches to value, which may include, but not be limited to:

3.4.2 Cost Approach:

- (1) The cost approach, when utilized, shall be implemented by calibrating and applying land valuation tables, building valuation tables and unit costs as follows:

- (a) Investigate, with documented analysis, land values for residential, commercial, industrial and any other special use properties in the area;
 - (b) Document the land valuation tables and unit costs by including statistical testing to compare the calculated preliminary land value to the sale properties to ensure accuracy before the land valuation tables and unit costs are implemented;
 - (c) Document the development of the units of comparison that shall be used for the base land prices, which may include, but not limited to: site; front foot; square foot; front acre; rear acre; and, other appropriate units of comparison;
 - (d) Document site specific characteristic land adjustments, which may include, but not be limited to: topography; view; size; location; and, access; and,
 - (e) Document the calibration of land tables and models.
- (2) In developing building cost tables, Contractor shall provide the following:
- (a) Investigate, with documented analysis, the building costs of residential, commercial, industrial and any other special use properties in the area;
 - (b) Document the testing of Contractor's building valuation tables and unit costs by comparing the calculated preliminary building value to the sale properties, for which the building costs are known, to ensure accuracy before the building valuation tables and unit costs are implemented;
 - (c) The building cost tables shall consist of unit prices based upon relevant factors, which may include, but not be limited to: specifications for various types of improvements; the quality of construction; the building customs and practices in Municipality; various story heights and square foot areas adequate for the valuation of all types of buildings and other improvements to the land; tables for additions and deductions for variations from the base cost improvement; and, tables for depreciation based upon age and condition of the improvements.
 - (d) Document the calibration of all building cost tables and models.

3.4.3 Income Approach:

- (1) The income approach, when utilized, shall be implemented by calibrating and applying valuation models as follows:
- (a) Investigate and qualify, with documented analysis, market data, which may include but not be limited to: rental income; expenses; vacancy; and, capitalization rates for: residential, commercial, industrial and any other special use property;
 - (b) Describe property specific characteristics;
 - (c) Document statistical testing for the income valuation models to known sales of similar properties;
 - (d) Create valuation models consisting of market data based upon:
 - (i) Defined descriptions and specifications based upon property type; and,
 - (ii) Quality and size of the improvements; and,
 - (e) Document the calibration of all income approach valuation tables and models.
 - (f) Income and Expense (I & E's) Questionnaires shall be mailed by the Contractor at Contractors expense to commercial/industrial properties, said properties to be as mutually agreed upon by the Municipality and the Contractor prior to mailing. The record of which properties the forms were sent to, as well as the filed I & E's, shall become the property of the Municipality at the conclusion of the contract.

3.4.4 Market-Sales Comparison Approach:

- (1) The market-sales comparison approach, when utilized, shall be implemented by calibrating and applying valuation models as follows:
- (a) Contractor shall qualify, analyze, and use sales as direct units of comparison in the valuation

of residential, commercial, industrial and any other special use properties;

- (b) Investigate with documented analysis comparable sales;
- (c) Document the adjustments for specifics, which may include, but not be limited to: location; time; size; features; and, condition;
- (d) Document how the adjustments were derived;
- (e) Document final value reconciliation; and,
- (f) Document calibration of all sales comparison tables and models.

3.4.5 In the utilization of the appraisal approaches to valuation, Contractor shall make and document adjustments made to properties for depreciation factors, which may include, but not be limited to: physical; functional; and, economic conditions.

3.5 Utility and Special Use Properties

3.5.1 Not included in Contractor's scope of work under this contract, see section 2.2.2.

3.6 Value Notification and Informal Reviews

3.6.1 Contractor shall provide to the municipal assessing officials:

- (1) A list of the newly established values for review;
- (2) A preliminary value analysis with a copy delivered to the DRA for review; and,
- (3) The informal review schedule in advance.

3.6.2 Contractor shall mail, first class, to all property owners, the notification of the newly established value of their property by sending to the property owner either of the following:

- (1) A list of all property owners containing the newly established valuations of all properties within Municipality; or,
- (2) A letter to the owner stating the newly established value of their property and whether Contractor has either:
 - (a) Published a list of all property owners containing the newly established valuations for all properties within Municipality in an identified newspaper of general circulation for the entire Municipality; or,
 - (b) Posted in two (2) identified public places within Municipality a list of all property owners and the newly established values of the entire Municipality, and,
 - (c) Information on a web page address posting of assessing data with newly established valuations.

3.6.3 The notification of newly established values shall contain the details of the informal review process, instructions on scheduling an informal review; and the time frame in which informal reviews shall be scheduled. The informal hearing process and notification shall include stated language allowing for an informal hearing by phone.

3.6.4 The notification of newly established values shall contain instructions in regard to the appeal process for abatements pursuant to RSA 76:16, RSA 76:16-a and RSA 76:17.

3.6.5 After mailing or posting of the notification of newly established values, Contractor shall ensure that an informal review of the newly established property values is provided to all property owners who may, within the time prescribed by the contract, request such a review.

3.6.6 Notwithstanding Section 2.6 of this contract (Confidentiality), Contractor shall make available to all property owners the property record card and market analysis related to their newly established property value(s).

3.6.7 Contractor shall notify, by first class mail, all property owners addressed during the informal reviews and indicate whether or not a change in value resulted and the amount thereof.

- 3.6.8 All documentation utilized or obtained during the informal review process shall be relinquished to the municipal assessing officials. This documentation shall include any original as well as amended assessment cards as a result of the informal hearings, including any original as well as amended assessment cards that were changed as a result of any necessary Contractor interior and exterior reviews of assessment cards as a result of the informal hearings.

3.7 Appraisal Reporting and Appraisal Manuals

- 3.7.1 Contractor shall provide a data collection manual, to be included within the USPAP report, or as a separate document, which may include but not be limited to:
- (1) A description of building characteristics; extra features; outbuildings; site improvements; site characteristics; road frontage; water frontage; water access; topography; and view;
 - (2) A glossary and description of all codes used within the data collection and on property record cards;
 - (3) A description of all grading factors utilized, which may include, but may not be limited to: condition factors; quality; depreciation; amenity values; and other factors or conditions; and,
 - (4) A glossary and description of the coding used for visitation history.
- 3.7.2 Contractor shall ensure that the municipal assessing officials have:
- (1) A technical CAMA manual detailing the CAMA system utilized; and,
 - (2) Been provided training in the proper use of the CAMA system.
- 3.7.3 Contractor shall provide a USPAP compliant appraisal report pursuant to RSA 21-J:14-b,1(c): The report shall comply with the most recent edition of the USPAP. The report shall contain, at a minimum, the following:
- (1) A letter of transmittal to include a signed and dated certification statement;
 - (2) Sections detailing:
 - (a) The scope of work;
 - (b) The development of values;
 - (c) Time trending analysis;
 - (d) Land and neighborhood data;
 - (e) Improved property data;
 - (f) Statistical testing, analysis, and quality control; and,
 - (g) The development of approaches to value used in the revaluation of properties.
 - (3) Appendices which may include, but not be limited to:
 - (a) Work plan;
 - (b) Neighborhood maps;
 - (c) Names and levels of DRA-certified individuals authoring or assisting with the development of the USPAP compliant report;
 - (d) CAMA system codes;
 - (e) Identification and description of zoning districts;
 - (f) Qualified and unqualified sale codes; and,
 - (g) Other useful definitions or information.
 - (4) Instructions, or as a separate document, adequate instructions for the municipal assessing officials to:

- (a) Understand the valuation methodologies employed;
 - (b) Understand the market and neighborhood adjustments; and,
 - (c) Understand the conclusions of the appraisal report.
- 3.7.4 Contractor shall provide a USPAP compliant report to the municipal assessing officials, to be retained by the municipal assessing officials until the next revaluation and shall provide a copy to the DRA.
- 3.7.5 Utilities are not included in Contractor's scope of work under this contract.

3.8 Defense of Values

- 3.8.1 Contractor shall, after the final property tax bills have been mailed by Municipality, support and defend the values that were established by Contractor for the year of the revaluation as follows:
- (1) At no additional cost to Municipality, property tax abatement requests that are timely filed with Municipality pursuant to RSA 76:16 shall have:
 - (a) A review, by either a DRA-certified property assessor or a DRA-certified property assessor supervisor; and,
 - (b) The Contractor's written recommendation provided to the municipal assessing officials which an abatement request had been received.
- 3.8.2 Contractor shall provide a qualified representative for the defense of property tax abatement appeals that are timely filed with the Board of Tax and Land Appeals (BTLA) or Superior Court pursuant to RSA 76:16-a and RSA 76:17, whose compensation has agreed upon by the parties to the contract as stipulated in Section 2.7; and,
- 3.8.3 Appeals to the BTLA or Superior Court:
- (1) Contractor will support and defend values established by Contractor that may have been lowered by municipal assessing officials but shall not be required to support or defend values that have been increased by the municipal assessing officials. Any litigation, litigation preparation or narrative reports can be provided at a daily rate of One Thousand Dollars (\$1,000)
 - (2) Utilities are not included in Contractor's scope of work under this contract, see section 2.2.2.
- 3.8.4 All documentation utilized or obtained during the defense of assessed value process shall be relinquished to Municipality.

4. RESPONSIBILITIES OF MUNICIPALITY

- 4.1 The municipal assessing officials shall identify to Contractor, in writing, which properties within the taxing jurisdiction are exempt from taxation.
- 4.2 The municipal assessing officials shall furnish to Contractor information such as but not be limited to: the current ownership information of all property; the physical location of all property; property address changes within Municipality; all property transfer information; a set of current tax maps; zoning maps; plans; building permits; subdivisions; boundary line adjustments and mergers; and, other information as specified by Contractor for the services being provided.
- 4.3 The municipal assessing officials shall keep Contractor informed of all sales of property that occur during the progress of the revaluation.
- 4.4 The municipal assessing officials shall make corrections to tax maps as of April 1 of the revaluation year where lots have been subdivided, or apportioned, and notify Contractor of all ownership and name and address changes.
- 4.5 If requested, suitable office space and equipment, as specified by Contractor, for the use of Contractor's personnel in the performance of the appraisal work shall be provided. Municipality can provide 1 desk with 1 telephone with 1 workstation with 1 printer.

5. INDEMNIFICATIONS AND INSURANCE

- 5.1 Contractor agrees to defend and indemnify Municipality, with which it is contracting, against claims for bodily injury, death and property damage which arises in the course of Contractor's performance of the contract and with respect to which Municipality, with which it is contracting, shall be free from negligence on the part of itself, its employees and agents.
- 5.2 Contractor shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances, which are beyond Contractor's reasonable control.
- 5.3 Contractor shall maintain public liability insurance, automobile liability insurance and workmen's compensation insurance unless Contractor is not required to do so by New Hampshire state law or as otherwise agreed upon.
 - 5.3.1 The public liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury liability, and \$1,000,000 each occurrence for property damage liability; and,
 - 5.3.2 The automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 each person and \$1,000,000 each Occurrence for bodily injury liability.
- 5.4 Prior to starting the revaluation, Contractor shall provide certificates of insurance by a State of NH licensed insurer confirming the required insurance coverage for Municipality with which the appraisal Contractor is contracting.
- 5.5 Contractor shall provide Municipality and the DRA a ten (10) day advance written notice of the cancellation or material change in the required insurance coverage.

6. PERFORMANCE BOND

- 6.1 Contractor, before starting any revaluation work, shall deliver an executed bond or irrevocable letter of credit in favor of Municipality, or as otherwise agreed upon, with which it is contracting to assure faithful and satisfactory performance of the contract, and provide a copy to the DRA. The amount of such bond or letter of credit shall be no less than the amount of compensation to be paid by Municipality to Contractor for services to be performed, and shall not expire before final values are submitted to and accepted by the municipal assessing officials.

7. ESTIMATED SIZE OF REVALUATION

- 7.1 It is agreed between the parties that the entire revaluation consists of an estimate of 10,000 parcels as defined by RSA 75:9.

8. ADDENDUMS, AMENDMENTS AND APPENDICES

- 8.1 Addendums, amendments and appendices pertaining to this contract may be added only by separate instrument in writing and shall meet all requirements of Section 2.1.

9. SIGNATURE PAGE

By signing the contract, Contractor attests that pursuant to RSA 21-J:11 and Rev 602.01(c) and (d):

- (1) The contract, any revised contract, and the names and DRA-certified level of all personnel to be employed under the contract has been first submitted to the DRA for examination; and,
- (2) No appraisal work shall begin until a copy of this executed contract, and the names and DRA-certified level of all personnel to be employed under this contract, has been submitted to the DRA.

Date: _____

In the Presence of:

Municipality of: _____

Witness Signature

By Authorized Municipal Assessing Officials or Agent:

In the Presence of:

By Contractor:

Witness Signature

President or Authorized Agent

APPENDIX A

**SCHEDULE
TOWN OF HUDSON, NEW HAMPSHIRE
STATISTICAL REVALUATION**

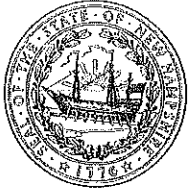
<i>TASK</i>	<i>FROM</i>	<i>TO</i>
Project Startup, Bonding, Staffing, and public relations	01/07/2022	01/15/2022
*Sales & Building Permit Data Collection	01/15/2022	04/15/2022
Land Study and Building Cost Study	02/01/2022	05/01/2022
Commercial Study of Market Rents, Expenses & Capitalization Factors	04/01/2022	07/01/2022
Field Review and Data Entry	04/15/2022	07/15/2022
Preliminary Residential & Commercial Valuation model and values to Assessors	07/16/2022	
Assessor review of values	07/16/2022	7/22/2022
Assessment hearing notices mailed	07/23/2022	
Informal Hearings	07/25/2022	08/22/2022
Hearing Changes & Final values to Assessors	08/15/2022	08/30/2022
Final Values to Assessor	09/01/2022	
Final Report/Documentation	10/01/2022	

*Sales & Building Permit Data Collection –Town will be responsible for all Building Permits. All sales data collection, associated data entry and sales verification prior to June 1 2021 will be the Towns responsibility. The Contractor will be responsible for all sales data collection, associated data entry and sales verification from June 1, 2021 through May 15th, 2022.

APPENDIX B

LIST OF VISION GOVERNMENT SOLUTIONS PERSONNEL

Mike Tarello – DRA Certified Property Assessor Supervisor
Steve Whalen – DRA Certified Property Assessor Supervisor
June Perry – DRA Certified Property Assessor Supervisor
Sandra Schmucki – DRA Certified Property Assessor Supervisor
Rick Kulp – DRA Certified Property Assessor
Robert Tolland – Measure and Lister Trainee



State of New Hampshire
Department of Revenue Administration

109 Pleasant Street
PO Box 487, Concord, NH 03302-0487
Telephone (603) 230-5000
www.revenue.nh.gov



*Jim Hudson
General
1647*

RECEIVED
JUL 19 2021
MUNICIPAL AND PROPERTY
DIVISION
James P. Gerry
Director
Samuel T. Greene
Assistant Director

Lindsey M. Stepp
Commissioner

Carolynn J. Lear
Assistant Commissioner

July 13, 2021

Town of Hudson
Board of Selectmen
12 School Street
Hudson, NH 03051

Re: Hudson 2022 Full Statistical Revaluation

Dear Assessing Officials,

Pursuant to RSA 21-J:11, a contract has been submitted to the Department for its review and recommendations.

The 2022 contract for revaluation/update services has been reviewed and the Department is making the following contract recommendations.

- Please keep in mind that per Rev 602.01(b) the names and DRA-certification level of all personnel to be employed under the contract are to be submitted with the unexecuted contract. Any changes or adjustments to this list may be made at the time of the executed contract submittal.
- Recommend referencing the Assessing Standards Board due date of the USPAP report to be 30-days from the filing of the MS-1.

Once the contract has been signed, please forward a copy to our office. Please keep in mind the Department does not warrant your contracts against errors or omissions.

If you have any questions, please feel free to contact me at (603) 230-5963 or samuel.t.greene@dra.nh.gov.

Sincerely,

Sam Greene
Sam Greene, Assistant Director
Municipal and Property Division

cc: Vision Government Solutions
File

Appraisal Projects since 2018	
North Hampton NH	North Hampton, NH FY2018 Update
Moultonborough NH	Moultonborough, NH FY2018 Update
Seabrook NH	Seabrook Cyclical and BP data collection 2019
Portsmouth NH	Portsmouth Interim NH Update 2019
Claremont NH	Claremont NH Reval 2019
Portsmouth NH	Portsmouth, NH - 2018 Appraisal Services
Bedford NH	Bedford NH 2019 Interim Update
Nashua NH	Nashua NH Revaluation 2022
Henniker NH	Henniker NH 2020 Statistical Update
Portsmouth NH	Portsmouth NH 2020 Interim Valuation Update
Hanover NH	Hanover NH Reval 2021
Keene NH	Keene NH Reval 2021
Amherst NH	Amherst NH Update 2021
Manchester NH	Manchester NH Update 2021
Salem NH	Salem NH Update 2021
Seabrook NH	Seabrook NH 2021 Update
Bedford NH	Bedford NH 2021 Interim Valuation
Seabrook NH	Seabrook NH 2021-2023 Data Collection
Lebanon NH	Lebanon NH 2022 Statistical Update

CAMA Clients
Acworth NH
Amherst NH
Bedford NH
Belmont NH
Berlin NH
Bethlehem NH
Bow NH
Bridgewater NH
Candia NH
Charlestown NH
Claremont NH
Concord NH
Derry NH
Dunbarton NH
Durham NH
Epping NH
Exeter NH
Fremont NH
Goffstown NH
Grantham NH
Greenland NH
Hampton NH
Hanover NH
Henniker NH
Hinsdale NH
Hollis NH
Hooksett NH
Hudson NH
Jaffrey NH
Keene NH
Laconia NH
Lebanon NH
Lincoln NH
Littleton NH

Londonderry NH
Lyme NH
Manchester NH
Meredith NH
Milford NH
New Durham NH
Newington NH
Newmarket NH
North Hampton NH
Pelham NH
Pembroke NH
Portsmouth NH
Raymond NH
Rochester NH
Rye NH
Salem NH
Sandown NH
Seabrook NH
Strafford NH
Troy NH
Wilton NH
Windham NH

VISION CURRENT COMMITTED LIST

<u>TOWN</u>	<u>PROJECT TYPE</u>	<u>FISCAL YEAR</u>
Andover, CT	Reval	2021
Brookfield, CT	Reval	2021
Colchester, CT	Partial Reval (Res)	2021
East Lyme, CT	Reval	2021
East Windsor, CT	Update	2022
Enfield, CT	Reval	2021
Granby, CT	Reval	2022
Griswold, CT	Reval	2021
Lisbon, CT	Partial Reval	2021
Manchester, CT	Reval	2021
Middlebury, CT	Reval	2021
Middlefield, CT	Revaluation	2021
Milford, CT	Update	2021
New Haven, CT	Partial Reval	2021
Southbury, CT	Update	2022
Waterford, CT	Reval	2022
West Hartford, CT	Partial Reval	2021
Wolcott, CT	Reval	2021
Woodstock, CT	Partial Reval	2021
Acton, MA	Update	2021
Amesbury, MA	Update	2021
Athol, MA	Update	2021
Barnstable, MA	Reval	2021
Berlin, MA	Reval	2021
Chelmsford, MA	Update	2021
Gloucester, MA	Update	2021
Groton, MA	Update	2022
Holden, MA	Update (Commercial/Industrial)	2022
Hudson, MA	Update	2021
Kingston, MA	Update	2021
Lowell, MA	Update	2022
Medford, MA	Update	2021
Mansfield, MA	Update	2022
Middleborough, MA	Update	2021
Nantucket, MA	Update (Res)	2021
Newburyport, MA	Update	2022
North Attleboro, MA	Update	2022

Northbridge, MA	Update	2021
Rowley, MA	Update	2021
Somerville, MA	Update	2021
Stow, MA	Update	2021
Swansea, MA	Update	2022
West Springfield, MA	Update	2022
Wilmington, MA	Update	2021
Wrentham, MA	Update	2021
Yarmouth, MA	Update	2022
Bar Harbor, ME	Update	2021
Falmouth, ME	Reval	2021
Fryeburg, ME	Reval	2020
Gorham, ME	Reval	2022
Kennebunkport, ME	Update	2020
Mt Desert, ME	Reval	2022
Orono, ME	Partial Reval	2020
Sabattus, ME	Update	2020
Windham, ME	Update	2022
Amherst, NH	Update	2021
Bedford, NH	Update	2021
Claremont, NH	Update	2020
Hanover, NH	Partial Reval	2021
Henniker, NH	Update	2020
Keene, NH	Reval	2021
Lebanon, NH	Update	2022
Manchester, NH	Update	2021
Nashua, NH	Reval	2022
Salem, NH	Update	2021
Seabrook, NH	Update	2021
Cranston, RI	Update	2020
Foster, RI	Reval	2020
Lincoln, RI	Reval	2021
Little Compton, RI	Update	2021
Middletown, RI	Reval	2020
North Kingstown, RI	Reval	2021
Pawtucket, RI	Reval	2020
Smithfield, RI	Reval	2021
South Kingstown, RI	Reval	2021
Westerly, RI	Update	2021
Woonsocket, RI	Update	2020

Revised 6/30/2021

COMPLETED REVALUATION/UPDATES

MASSACHUSETTS

Abington
Acton
Alford
Amesbury
Amherst
Aquinnah
Ashburnham
Athol
Attleboro
Auburn
Avon
Barnstable
Barre
Berkley
Berlin
Blackstone
Blandford
Boxford
Bridgewater
Chelmsford
Chelsea
Clinton
Concord
Dedham
Dighton
Dracut
Dudley
Eastham
Easthampton
Easton
Edgartown
Essex
Foxborough
Gardner
Georgetown
Gloucester
Goshen
Gosnold
Groton
Hadley
Hanover
Harvard
Hingham
Holden
Holland
Hubbardston
Kingston
Lakeville
Leominster
Lexington
Longmeadow
Lowell
Mansfield
Marion
Marlborough

Marshfield
Mashpee
Mattapoisett
Medford
Middleborough
Millbury
Nantucket
Newbury
Newburyport
Norfolk
North Attleborough
North Reading
Northbridge
Norwell
Norwood
Oak Bluffs
Oakham
Otis
Orange
Oxford
Paxton
Pelham
Petersham
Phillipston
Plympton
Quincy
Randolph
Rehoboth
Revere
Rockport
Rowley
Rutland
Sharon
Shutesbury
Somerville
Southbridge
South Hadley
Southwick
Spencer
Sterling
Stockbridge
Sturbridge
Sutton
Swansea
Taunton
Templeton
Tewksbury
Tisbury
Topsfield
Walpole
Wareham
Wayland
West Boylston
West Springfield
West Tisbury
Westminster

Weston
Westwood
Wilbraham
Wilmington
Woburn
Yarmouth

MAINE

Arundel
Augusta
Bar Harbor
Bath
Berwick
Biddeford
Boothbay
Brewer
Camden
Cornish
Cumberland
Eliot
Ellsworth
Freeport
Gardiner
Harpwell
Kennebunk
Kennebunkport
Kittery
Monmouth
Mount Desert
North Yarmouth
Ogunquit
Old Orchard Beach
Raymond
Rockland
Rockport
Sabattus
Sanford
Scarborough
Skowhegan
South Portland
South Thomaston
Standish
Topsham
Waterville
Wells
West Bath
Westbrook
Winslow
Winthrop
York

VERMONT

Bridgewater
Castleton
Colchester
Hartford
Newport
Pittsford
West Rutland
Williston

NEW HAMPSHIRE

Acworth
Amherst
Ashland
Bedford
Belmont
Bethlehem
Bow
Candia
Charlestown
Chester
Chesterfield
Claremont
Concord
Deerfield
Derry
Dover
Dunbarton
Durham
Epping
Exeter
Fitzwilliam
Fremont
Goffstown
Gorham
Greenland
Hampton
Hampton Falls
Henniker
Hinsdale
Hollis
Hooksett
Jaffrey
Kingston
Laconia
Lebanon
Lincoln
Littleton
Lyme
Lyndeborough
Manchester
Meredith
Milford
Moultonborough
Nashua

Newbury
New Durham
New London
New Market
Northampton
Ossipee
Pelham
Pembroke
Portsmouth
Raymond
Rindge
Rye
Salem
Sanbornton
Sandown
Seabrook
Strafford
Sunapee
Swanzey
Tilton
Troy
Warner
Wilton
Wolfeboro

CONNECTICUT

Ansonia
Andover
Ashford
Barkhamsted
Berlin
Bethlehem
Bolton
Branford
Bridgeport
Bridgewater
Bristol
Brookfield
Brooklyn
Burlington
Canaan
Canterbury
Chaplin
Chester
Clinton
Colchester
Colebrook
Columbia
Coventry
Cromwell
Danbury
Deep River
Eastford
East Granby

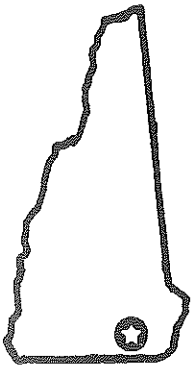
East Haddam
East Lyme
Ellington
Enfield
Essex
Fairfield
Franklin
Glastonbury
Goshen
Granby
Griswold
Groton
Haddam
Hamden
Hampton
Harwington
Kent
Lebanon
Ledyard
Litchfield
Lyme
Madison
Manchester
Mansfield
Marlborough
Middlefield
Middlebury
Milford
Montville
Naugatuck
NECCOG
New Britain
New Canaan
New Fairfield
New Hartford
New Haven
New London
New Milford
Norfolk
North Branford
North Stonington
Norwich
Old Lyme
Old Saybrook
Orange
Oxford
Plainfield
Pomfret
Putnam
Preston
Redding
Roxbury
Salem
Scotland
Seymour

Sharon
Somers
Southbury
Southington
South Windsor
Sprague
Stafford
Stamford
Stonington
Strafford
Stratford
Suffield
Thompson
Tolland
Torrington
Trumbull
Union
Voluntown
Wallingford
Warren
Waterford
Watertown
West Haven
Westbrook
Weston
Westport
Wethersfield
Willington
Wilton
Winchester
Windham
Windsor
Windsor Locks
Wolcott
Woodbridge
Woodstock

North Smithfield
North Providence
Pawtucket
Portsmouth
Providence
Richmond
Smithfield
South Kingstown
Tiverton
Warwick
Westerly
Woonsocket

RHODE ISLAND

Barrington
Burrville
Central Falls
Charlestown
Cranston
East Providence
Exeter
Foster
Jamestown
Johnston
Lincoln
Little Compton
Middletown
Narragansett
Newport
New Shoreham
North Kingstown



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



*Agenda
7-27-21*

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

8B

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: July 20, 2021

Re: Code of the Town of Hudson Chapter 188, and Chapter 205

At their meeting on July 13, 2021 the Board of Selectmen held a Public Hearing to discuss amending Town Code Chapter 188, Dogs and Other Animals, and Chapter 205-9, Animal Control Fees. The Board is required to hold a second Public Hearing on July 27, 2021. After the second public hearing, the Board must wait to vote on amending Chapter 188 Dogs and Other Animals and Chapter 205-9 Animal Control Fees until their next meeting on August 10, 2021.

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

Agenda
6-22-21

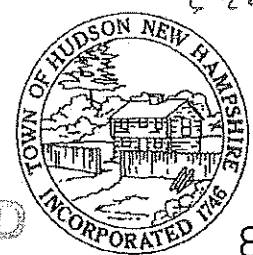


TOWN OF HUDSON

Police Department

Partners with the Community

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



8C

William M. Avery, Jr.
Chief of Police

RECEIVED
JUN 16 2021
TOWN OF HUDSON
SELECTMENS OFFICE

Captain Tad K. Dionne
Operations Bureau

Captain David A. Cayot
Special Investigations Bureau

Captain David A. Bianchi
Administrative Bureau

To: The Board of Selectmen
Steve Malizia, Town Administrator

From: William M. Avery, Chief of Police *WMA*

Date: 22 June 2021

Re: Code of the Town of Hudson Chapter 188 and Chapter 205

Scope:

The Hudson Police Department is proposing changes to Chapter 188 titled "Dogs and Other Animals" and Chapter 205 titled "Fees" section 205-9 Animal control fees. Section 188-1 through 188-4 to add noisy and at-large animals and barking dogs. Our current ordinance does not address noisy animals, at-large animals, or barking dogs which are a significant quality of life issue for residents resulting in increased calls for service each year. Adding applicable fees to section 205-9.

Recommendation:

The Hudson Police Department recommends changes to the Code of the Town of Hudson Chapter 188 titled "Dogs and Other Animals", adding to and amending Section 188-1 "Dogs to be Controlled by Owners". Suggested changes to enable enforcement of said violations are included. In addition, add fees for violations to Chapter 205 "Fees," section 205-9 "Animal Control Fees".

Motion:

To accept the recommendation of the Hudson Police Department to amend Chapter 188 Section 188-1 through 188-5 and Chapter 205 Section 205-9 of the Code of the Town of Hudson and to bring forward to a public hearing.



A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

****INSERT NEW NUMBER §188-1 AUTHORITY**

§ 188-4 (RENUMBER) §188-1.1 Dogs to be controlled by owners.

[Amended 9-27-2011 by Ord. No. 11-03]

A. As used in this section, the following terms shall have the meanings indicated:

AT-LARGE

Not under the control of the owner or keeper by a leash. Electronic devices are not considered a form of physical restraint.

LEASH

A chain, rope, or strap, not to exceed six feet, attached to the collar or harness of a dog and used to lead it or hold it in check by a physically able, competent person.

DOG

Shall include any animal of the canine species whether licensed or unlicensed, including any animal which is considered to be a wolf-hybrid as defined in RSA 466-A.

OWNER

Shall include any person or persons, firm, association or corporation owning, keeping or harboring a dog. The owner identified on any current dog license shall be prima facie evidence of the ownership of the dog.

KEEPER

Any person or persons, firm, association or corporation who or which has temporary control or responsibility for a dog with the permission of the owner.

VICIOUS DOG

A dog that, without provocation, attacks or bites a person or other domestic animal.

B. At-large prohibited.

(1) Prohibition. Except as exempted below, no person or keeper shall permit a dog owned or kept by him/her to be at-large as defined by this section or to trespass upon the property of another, private or public, to include Town-owned or school district property.

(2) Exemptions. A dog shall not be deemed at-large if it is:

(a) On the premises of the dog's owner;

(b) On the premises of the person under whose control the dog is supervised;

(c) On the premises of another person as long as that person has given permission for the dog to be at-large;

(d) In any designated off-leash dog area regulated by the Town of Hudson. Designated off-leash areas shall be any Town property posted under the authority of the Board of Selectmen as an off-leash area.

(e) A working service dog for a disabled person (see ADA).

(f) Assisting a police officer who is engaged in law enforcement duties, to include training and exhibitions.

(3) No defense. Failure of a keeper to comply with this provision shall not relieve the owner of responsibility for compliance.

(4) Penalties.

(a) First offense: \$25. This section is in 205.9

(b) Second offense: \$50.

(c) Third offense: court action to be taken.

C. Dog waste.

(1) Duty to dispose. It shall be the duty of each person who owns, possesses or controls a dog to immediately remove any feces left by his/her dog on any sidewalk, street or other public area. It shall further be the duty of each person who owns, possesses or controls a dog to immediately remove any feces left by his/her dog on any private property neither owned or occupied by said person, unless said private property owner or occupant agrees otherwise. Disposal of such feces shall be in a manner consistent with all applicable laws.

(2) Duty to possess means of removal/disposal. No person who owns, possesses or controls such dog shall appear with such dog on any sidewalk, street, park or other public area without the means of removal of any feces left by such dog. Disposal of such feces shall be in a manner consistent with all applicable laws.

(3) Exemption. Compliance with this regulation is not required by any handicapped person who, by reason of his/her handicap, is physically unable to comply with this subsection.

(4) Penalties.

(a) First offense: \$25. This section is in 205.9

(b) Second offense: \$50.

(c) Third offense: court action to be taken.

D. Conduct in off leash areas.

(1) Voice control and observation on public property. Every person who allows a dog to be off-leash in a designated area under Subsection A(2)(d) above shall maintain voice

control over the dog and shall keep the dog under observation at all times. The following also shall apply:

- (a) Dogs must wear current license tags and rabies vaccination tags.
- (b) Children 10 years or younger are not allowed in the off-leash area.
- (c) All handlers must be 18 or older.
- (d) Children 11 through 17 must be accompanied and supervised by an adult.
- (e) No female dogs in season (heat) are allowed in the off-leash area.
- (f) No prong or choke collars on dogs in the off-leash area.
- (g) No animals other than dogs are permitted in the off-leash area.
- (h) No more than two dogs to any one handler at a time in the off-leash area.
- (i) No vicious dogs allowed in the off-leash area.

~~§ 188-2 Picking up dogs at large; notice to owner. RENAME 188-2~~

All dogs which are found running at large will be picked up by the Animal Control Officer and held for a period of seven days. If the dog has an identification tag or license, the owner will be notified immediately and will have seven days in which to claim the dog.

~~§ 188-3 Disposal of unclaimed dogs.~~

~~At the expiration of the seven day holding period, any unclaimed dog shall be disposed of at the discretion of the Animal Control Officer.~~

*******COMBINE 188-2 and 188-3 under 188-2*******

188-3 will include the new section

BELOW SECTION ALREADY IN 205-9

~~§ 188-4 Fines and fees.~~

~~All violations and/or services performed by the Animal Control Officer shall be subject to the following fines and fees, payable to the Town of Hudson:~~

A. ~~Running at large.~~

~~(1) For unlicensed dogs, the fine shall be \$10 for the first offense and \$25 for all others (plus boarding charges).^m~~

~~[1]Editor's Note: The specific fees set forth in this subsection were removed at the request of the town. For current fees, see Ch. 205, Fees.~~

~~(2) For licensed dogs, if the Animal Control Officer has been notified, the fine shall be \$5 (includes boarding fee and pickup charge).^m~~

~~[2]Editor's Note: The specific fees set forth in this subsection were removed at the request of the town. For current fees, see Ch. 205, Fees.~~

~~(3) If the Animal Control Officer has not been notified, the fine for licensed dogs shall be the same as for unlicensed dogs.~~

~~B. Unwanted animals:~~

~~[Amended 10-14-2003]~~

~~(1) For dogs, the fee shall be \$120.~~

~~(2) For cats, the fee shall be \$60.~~

~~(3) Added to the fee shall be a \$20 pickup fee if not delivered by the owner.~~

~~C. Investigation of bites.~~

~~(1) The fee for inspection of an owner's property to determine proper facility for the required ten-day confinement, if the dog has had rabies shot, shall be \$5.~~

~~(2) The fee for confinement by the Animal Control Officer for the required ten-day period.^m~~

~~[3]Editor's Note: The specific fees set forth in this subsection were removed at the request of the town. For current fees, see Ch. 205, Fees. Former Subsection D, Sale of animals, was repealed 10-14-2003.~~

§ 188-5 4 (RENUMBER) Failure to pay fines and fees.

Failure to pay any of the fines or fees in ~~§ 188-4~~ **(Add: §205-9)** will result in the issuance of a summons, and the owner will be required to appear in Nashua District Court and be subject to such fines and/or other measures as the Court shall deem appropriate.

Chapter 188 Dogs and Other Animals

[HISTORY: Adopted by the Board of Selectmen of the Town of Hudson 8-1-1973 by Ord. No. 68; amended in its entirety 7-26-1976 by Ord. No. 70B. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Fees — See Ch. 205.

Parks and recreation areas — See Ch. 259.

Traps — See Ch. 314.

Zoning — See Ch. 334.

§ 188-1 Authority.

§ 188-1.1 Dogs to be controlled by owners.

§ 188-2 Disposition of Dogs, Animals, and Fowl at Large.

§ 188-3 Noisy and At Large Animals/Fowl and Barking Dogs.

§ 188-4 Failure to pay fines and fees.

Refer to §205-9 for all penalties for this section.

§ 188-1 Authority

This chapter is adopted pursuant to RSA 31:39 and RSA 466:39. The authority under this Chapter is in addition to any other generally applicable law.

§ 188-1.1 Dogs to be controlled by owners.

A. Definitions:

At-Large: Not under the control of the owner or keeper by a leash. Electronic devices are not considered a form of physical restraint.

Leash: A chain, rope, or strap, not to exceed six feet, attached to the collar or harness of a dog and used to lead it or hold it in check by a physically able, competent person.

Dog: Shall include any animal of the canine species whether licensed or unlicensed, including any animal which is considered to be a wolf-hybrid as defined in RSA 466-A.

Owner: Shall include any person or persons, firm, association or corporation owning, keeping or harboring a dog. The owner identified on any current dog license shall be prima facie evidence of the ownership of the dog.

Keeper: Any person or persons, firm, association or corporation who or which has temporary control or responsibility for a dog with the permission of the owner.

Vicious Dog: A dog that, without provocation, attacks or bites a person or other domestic animal.

B. At-large prohibited.

(1) Prohibition. Except as exempted below, no person or keeper shall permit a dog owned or kept by him/her to be at-large as defined by this section or to trespass upon the property of another, private or public, to include Town-owned or school district property.

(2) Exemptions. A dog shall not be deemed at-large if it is:

(a) On the premises of the dog's owner;

(b) On the premises of the person under whose control the dog is supervised;

(c) On the premises of another person as long as that person has given permission for the dog to be at-large;

(d) In any designated off-leash dog area regulated by the Town of Hudson. Designated off-leash areas shall be any Town property posted under the authority of the Board of Selectmen as an off-leash area.

(e) A working service dog for a disabled person (see ADA).

(f) Assisting a police officer who is engaged in law enforcement duties, to include training and exhibitions.

(3) No defense. Failure of a keeper to comply with this provision shall not relieve the owner of responsibility for compliance.

C. Dog waste.

(1) Duty to dispose. It shall be the duty of each person who owns, possesses or controls a dog to immediately remove any feces left by his/her dog on any sidewalk, street or other public area. It shall further be the duty of each person who owns, possesses or controls a dog to immediately remove any feces left by his/her dog on any private property neither owned or occupied by said person, unless said private property owner or occupant agrees otherwise. Disposal of such feces shall be in a manner consistent with all applicable laws.

(2) Duty to possess means of removal/disposal. No person who owns, possesses or controls such dog shall appear with such dog on any sidewalk, street, park or other public area without the means of removal of any feces left by such dog. Disposal of such feces shall be in a manner consistent with all applicable laws.

(3) Exemption. Compliance with this regulation is not required by any handicapped person who, by reason of his/her handicap, is physically unable to comply with this subsection.

D. Conduct in off leash areas.

(1) Voice control and observation on public property. Every person who allows a dog to be off-leash in a designated area under Subsection A(2)(d) above shall maintain voice control over the dog and shall keep the dog under observation at all times. The following also shall apply:

- (a) Dogs must wear current license tags and rabies vaccination tags.
- (b) Children 10 years or younger are not allowed in the off-leash area.
- (c) All handlers must be 18 or older.
- (d) Children 11 through 17 must be accompanied and supervised by an adult.
- (e) No female dogs in season (heat) are allowed in the off-leash area.
- (f) No prong or choke collars on dogs in the off-leash area.
- (g) No animals other than dogs are permitted in the off-leash area.
- (h) No more than two dogs to any one handler at a time in the off-leash area.
- (i) No vicious dogs allowed in the off-leash area.

§ 188-2 Disposition of Dogs, Animals, and Fowl at Large.

- A. All dogs which are found running at large will be picked up by the Animal Control Officer and held for a period of seven (7) days. If the dog has an identification tag or license, the owner will be notified immediately and will have seven (7) days in which to claim the dog.
- B. At the expiration of the seven-day holding period, any unclaimed dog shall be disposed of at the discretion of the Animal Control Officer.
- C. Animals and fowl.
 - 1) Any animal or fowl found running at-large, and not under the control of its owner or keeper, may be taken into custody by the Hudson Animal Control Officer or a Hudson Police Officer. The Officer shall make reasonable efforts to notify the owner or keeper of the animal or fowl, before seizing it.

Any animal or fowl that is seized for running at large by the Hudson Animal Control Officer or a Hudson Police Officer, where the owner or keeper cannot be identified or located, may be placed by the Town in an appropriate shelter or boarding facility. Any unclaimed animal may be disposed of by such facility in accordance with applicable law. The owner or keeper of the animals or fowl shall be responsible for all damages and expenses incurred in the capturing, transporting and holding of the at large or seized animal, boarding costs, and any medical care required by the holding facility, whether the animal is claimed or not.

§ 188-3 Noisy and At Large Animals/Fowl and Barking Dogs.

A. Definitions.

Animal: means and includes any domestic animal, including any pet, livestock, bovine animal, horse, mule, burro, sheep, goat, swine or other animal, except a dog or cat.

Fowl: means and includes any rooster, chicken, duck, turkey, poultry, goose or other domestic fowl.

Owner/Keeper: any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal. The occupant of any premises on which a domesticated animal remains, or to which it customarily returns, for a period of ten (10) days or more shall also be deemed to be the owner. This does not include a person caring for a feral cat as a feral cat caregiver.

At Large Animal: means off the premises of, and not physically restrained by the owner/keeper.

Noisy Animal: means an animal that makes any noise or sounds common to the species.*

Noisy Fowl: means fowl that make any noise or sounds common to the species, including but not limited to: squawk, quack, crow, or related noises.*

Barking Dog: means a dog that barks, bays, cries, howls or makes any noise common to the species.*

*Anytime between 9 p.m. and 7 a.m. OR between 7 a.m. and 9 p.m. when the sound is plainly audible *incessantly* for more than (10) ten minutes or *intermittently* for more than (30) thirty minutes, regardless of whether the animal/fowl or dog is physically situated in or upon private property.

Incessant: means continuing or following without interruption: unceasing. **

Intermittent: means coming and going at intervals: not continuous. **

**Merriam Webster

B. At Large Animal/Fowl Prohibited.

No owner/keeper owning or having charge of any animal or fowl shall permit the same to be at large on any highway, street, sidewalk, lane, alley or other public place, or upon any private property other than that of the owner unless such owner or person having charge of such animal or fowl has the consent of the owner of the private property. The mere fact that the animal as defined shall be off the property of its owner or keeper and not under control of its owner or keeper shall be construed as prima facie evidence of a violation of this chapter.

C. Noisy Animal/Fowl and Barking Dogs Prohibited.

No owner/keeper owning or having charge of any animal or fowl shall permit the same to make noise or for a dog to bark in the manner defined above. Each occurrence of a violation, or, in the case of continuous violations, each day (24-hour period) a violation occurs or continues, constitutes a separate offense and may be addressed separately.

D. Exclusions.

- a. An animal or fowl shall **not** be deemed a "Noisy Animal/Fowl" for purposes of this section if: at any time the animal/fowl is creating a noise disturbance, a person is trespassing upon private property in or upon which the animal/fowl is situated; or the animal/fowl is being teased or provoked; or the animal/fowl was responding to pain or injury; or was protecting itself, its living space, its offspring or a person from an actual threat.
- b. A dog shall **not** be deemed a "Barking Dog" for purposes of this section if, at any time the dog is barking, a person is trespassing upon private property in or upon which the dog is situated; or when the dog is being teased or provoked; or responding to pain or injury; or was protecting itself, its kennel, its offspring or a person from an actual threat.
- c. Agricultural properties or activities:
This section shall have no application to noises or disturbances made by livestock, fowl, or other animals emanating from an legitimate agricultural activity or legitimate farming operation, (per RSA 21:34-a, RSA 432, and RSA 674:32-(a-d) nor shall it apply to a properly permitted animal shelter established for the care and/or placement of unwanted or stray animals, nor a properly zoned commercial boarding kennel or other permitted animal facility.

E. How to Report a Noisy Animal/Fowl/Barking Dog.

If a person is disturbed by a noisy animal/fowl or barking dog that violates this ordinance, then that person may make a report to the Hudson Animal Control Division. ("Noise" below includes barking dogs)

Before submitting a complaint, it is recommended that the person suffering the disturbance contact the person responsible for the animal or for the property where the animal is kept, and notify them that their animal's noise is causing a disturbance. Sometimes the Responsible Person is unaware of the noise and grateful for the opportunity to address the issue. Experience shows that attempting to resolve a disturbance informally may avoid escalating tensions with one's neighbors.

To report a noisy animal, the Complainant **must** provide an **Affidavit sworn to before a Notary**. The sworn affidavit must include the following information: the complainant's name, address and phone number; provide the address where the disturbance occurred; provide the date and time when the disturbance occurred; indicate whether the noise qualifies as "incessant" or "intermittent" as explained above; and describe the animal. The initial report should also identify the person responsible for the animal and the property where the animal is kept. Only one complaint per household per incident. *A complaint should not be submitted unless the violation has been documented by recording the date(s), the time(s) of the noise and their duration and the*

Complainant can show the noise is either incessant or intermittent as explained and defined above.

After an investigation of the complaint, the Animal Control Officer, or other officer, may give a warning letter to the owner at the address identified in the initial report and inform them of the complaint. The responsible person has 15 days after receiving the warning letter to abate the noise by ensuring the noise does not continue.

§ 188-4 Failure to pay fines and fees.

Failure to pay any of the fines or fees in § 205-9 will result in the issuance of a summons, and the owner will be required to appear in Nashua District Court and be subject to such fines and/or other measures as the Court shall deem appropriate.

§ 205-9 Animal control fees.

[Amended 10-14-2003; 3-8-2010; 8-14-2012]

Animal control fees governed by state statute are not listed in this section but are set in accordance with RSA 466.

A. Transport animal: \$10.

B. Board per day: \$15.

C. Ten-day quarantine: \$150 (additional charges for longer quarantine.)

D. Dogs at large:

(1) First offense: \$25.

(2) Second offense: \$50.

(3) Third offense: Court action to be taken.

E. Waste removal:

(1) First offense: \$25.

(2) Second offense: \$50.

(3) Third offense: Court action to be taken.

F. Unwanted animals:

(1) Each dog: \$120

(2) Each cat: \$60.

(3) Pick-up fee: \$20.

G. Noisy Animal/Fowl/Barking Dog & At Large Animals

1) First offense: \$25

2) Second offense: \$50

3) Third offense: Court action to be taken

In addition to any penalty, in conjunction with any penalty, or as an alternative to any penalty imposed under this section, the Town of Hudson may request that the Court require the owner or keeper of any dog, animal, and/or fowl which has been impounded for running at large, to pay for the boarding and impoundment fees established by an animal shelter or holding facility and any reasonably necessary medical expenses incurred during the impoundment of the animal regardless of whether the owner or keeper retrieves the animal.



TOWN OF HUDSON

Land Use Division



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

Memo

Date: May 5, 2021

To: Jana McMillan – Animal Control Officer

From: Bruce Buttrick – Zoning Administrator/Code Enforcement Officer *BT*

Re: Your request for comment on proposed § 188-3 Noisy and At Large Animals/Fowl and Barking Dogs ordinance.

.....
I would agree with your intro statement for justification for a regulation pertaining to “noisy” animals (especially roosters).

Our Zoning Ordinance has no prohibition against the keeping of roosters (or other animals), it allows them under Section §334—22 Table of Permitted Accessory Uses: “*Traditional secondary accessory uses..... and other customary uses and structures.*” within all zoning districts.

And from the Zoning Ordinance definitions §334-6: Use- Accessory “*Any use which is customary, incidental and subordinate to the principal use of a structure or lot.*”

State Law does, in my opinion, pre-empt any Zoning Ordinance that bans/prohibits the keeping of specific animals/species, especially farming/farm animals (roosters in particular).

Per RSA 672:1.III-d. “*For purposes of paragraphs III-a, III-b, III-c, and III-e, “unreasonable interpretation” includes the failure of local land use authorities to recognize that agriculture and agritourism operations or activities as defined in RSA 21:34-a,when practiced in accordance with applicable laws and regulations, are traditional, fundamental and accessory uses of land throughout New Hampshire, and that a prohibition upon these uses cannot necessarily be inferred from the failure of an ordinance or regulation to address them*”

This means to me that the Town must identify with specificity where agriculture uses: (principal and accessory) is permitted and prohibited, Hudson currently does not address accessory agricultural uses.

In accordance with RSA 672: I, III-d “*whenever agricultural activities (accessory uses) are not explicitly addressed with respect to any zoning district or location, they shall be deemed to be permitted there, as either a primary or accessory use.*”

The Town of Hudson's Zoning Regulations do not have any prohibition against roosters (in particular) or other animals as accessory uses. The State RSA's have no provisions for addressing noisy animals (especially roosters) as you propose to do locally.

Therefore your proposed ordinance addresses the citizens' complaints of "the keeping of noisy animals" (roosters in particular). As you are aware of the numerous inquiries of keeping as well as the complaints about "roosters" etc., that we answer/act on.

I support your efforts.

Hudson NH Police Department Barking & Animal Noise Affidavit

YOUR NAME: _____
YOUR ADDRESS: _____
YOUR PHONE NUMBER & EMAIL: _____

*Incident information (Be specific with all details, dates and times; fill in all fields use N/A if do not know)
Incomplete affidavits will NOT be processed and you will not be notified that the case is closed.*

DATE OF NOISE/BARKING: _____
Start Time (circle AM or PM): _____ AM/PM End Time: _____ AM/PM

Longest break in noise: _____ hours _____ minutes _____ seconds

Approximate number of interruptions or breaks during the listed time: _____

Do you have an audio or video recording of the incident? _____ YES _____ NO

Animal Description: _____

Address of Noise/Barking: _____

Approximate Distance from Noise to your Address: _____

Name of Owner/Keeper (if known): _____ Check if you spoke to them.

Do you know if the dog is tethered? _____ Yes _____ No
Is the dog/animals confined to a specific area _____ Yes _____ No
If "yes" – What area? _____
Does the dog/animal appear to be injured? _____ Yes _____ No
Other observations of dog/animal condition: _____

Detailed Description of the incident (please provide as much exact detail as possible, continue on page 2.

Laffin, Jill

Public

From: Fernald, Lori <lori.fernaled@philips.com>
Sent: Tuesday, July 20, 2021 10:29 AM
To: Laffin, Jill; BOSpublicInput
Cc: McMillan, Jana; Fernald, Joe
Subject: Please support town ordinance 188

Input

for 8B

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

Good morning,

My husband (Joe Fernald) spoke on behalf of Town Ordinance 188 at the July 13 Selectman's meeting. I wanted to send a quick note to echo his sentiment.

Several years ago our next-door neighbor got a flock of chickens. Previous to this, we had SEVERAL issues with them not containing their dogs, where Jana came to the house and helped us to keep our property safe.

Soon after they got chickens, we started noticing chicken droppings all over our driveway and front and back decks. We brought this to their attention and asked them to please contain their animals because they were making a mess in our yard. Nothing happened and they continued to defecate in our yard, in our driveway, on the kids swing set, even on their outdoor toys. If our kids wanted to ride their bikes, or play in their own backyard, we could not let them until we hosed down our driveway, and checked that the swings and toys were clean. This may sound dramatic, but it's 100% true. 7 chickens, roaming around our yard made a HUGE mess. Again, my husband went next door and spoke, very politely, to them, and again our request was ignored. We also had \$400 of mulch put along our front walkway, only to have the chickens peck and tear it all up.

This was when we called Hudson animal control only to be told that chickens were not under her jurisdiction and that there was nothing she could do for us. Frustrated, we went ahead and purchased 200 feet of chicken wire, and spent an entire weekend placing fence posts and wire from the street all the way up between the two houses into the woods. While we did this, the neighbors just sat in their yard watching us. This worked for a week or so and then the chickens learned they could fly over the fence and the problem started up again. It actually made things worse because the chickens were often trapped in our yard behind the fence when we tried to "shoo" them away.

One of my worst experiences was when I went to physical therapy. The manager came up to me and pointed out that I was tracking "bird poop" throughout the facility and had to call maintenance to clean it up. I was mortified.

We dealt with this problem for **years**. We live by the motto "live and let live". We couldn't care less what is happening in the yard next-door but when it impacts our livelihood and our children's ability to play in their own backyard, that's when we tried to get Jana involved. The final straw came when a rooster physically attacked one of my sons, again, in our own backyard. Thankfully it did not break the skin but left red marks and welts on his leg. We went next-door and spoke to the neighbor, at that point, threatening legal action as there was an assault. Only then did they put a chicken coop in their yard after we suffered for five years.

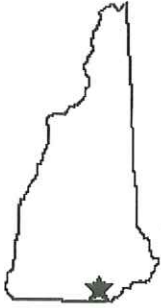
We have good friends who have free range chickens, but they have barriers keeping them within their yard. We love living in NH, in a community where people can be responsible chicken owners, but the situation we dealt with was not that, it was careless and reckless and there was absolutely nothing we could do since animal control could not help us.

We hope you vote to let Jana help us, and the many other residents whose lives were GREATLY impacted by an irresponsible pet owner who didn't care about the impact on our family.

Thank you for reading.

Lori A. Fernald
16 Old Coach Road
Hudson, NH 03051

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RECEIVED

Agenda
7-27-21

TOWN OF HUDSON JUL 21 2021

FIRE DEPARTMENT

TOWN OF HUDSON
SELECTMEN'S OFFICE




39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

8C

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

Robert M. Buxton
Chief of Department

TO: Marilyn McGrath
Chairman

FR: Robert M. Buxton 
Fire Chief

DT: July 19, 2021

RE: July 27, 2021 BOS Public Agenda – Walmart Grant Application

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

The Fire Department is requesting permission to apply for a local community grant sponsored by Walmart. The following is a brief synopsis of the program:

The local community grants are awarded through an open application process. Funding is provided directly from Walmart and Sam's Club facilities and awarded to local organizations and recognized government entities such as fire departments. The grants range from a minimum of \$250 to a maximum of \$5,000. Management at the facility to which we are applying will review the application and make initial funding recommendations on all submitted requests.

The proposal this evening is simply for permission to apply for the grant. Prior to accepting the grant if awarded, the Board of Selectmen would have the opportunity to hold a public hearing and decide whether we want to accept the funds.

Motion:

1. **To authorize the Fire Chief to apply for the local community grant sponsored by Walmart.**



RECEIVED

JUL 21 2021

Agenda
7-27-21

TOWN OF HUDSON

TOWN OF HUDSON
SELECTMEN'S OFFICE

FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



8D

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

Robert M. Buxton
Chief of Department

TO: Marilyn McGrath
Chairman

FR: Robert M. Buxton *RMB*
Fire Chief

DT: July 21, 2021

RE: BOS Public Agenda-July 27, 2021

During this last legislative session in New Hampshire, HB 79 relative to town health officers was passed and signed into law by Governor Sununu. This bill makes adjustments to NH RSA 128 Town Health Officers.

Attached to this memo is a copy of a presentation sponsored by the NH Department of Health and Human Services and the NH Municipal Association for your information and review.

In short, the following are changes that will need to be implemented into the Town of Hudson Health program;

- Background Checks shall be conducted through the Department of Safety
- Board of Health shall meet at least once a year
- Submit a local readiness report to DHHS
- Training

Changes appear to be minimal but will have new requirements for both town staff and the Board of Selectmen.

It is my intent to review the new requirements with the Board of Selectmen and then to move forward with the implementation of the program changes.

If you have any questions please contact me.

HB79: Legislative Changes to RSA 128

Sophia Johnson, Health Officer Specialist, NH DHHS
Natch Greyes, New Hampshire Municipal Association
June 23, 2021



Agenda

- Review changes to RSA 128
- Understand how these changes affect Local Health Officers (LHOs) and their municipalities
- Understand how responsible parties can implement the legislative changes
- Discussion period

Overview of RSA 128: Town Health Officers

- State statute that governs the appointment, term, and authority of town health officers and their deputies
- This chapter does not apply to cities
- Current statute can be found here:
<http://www.gencourt.state.nh.us/rsa/html/X/128/128-mrg.htm>

Overview of Amendments

**Health officer
appointment changes**

RSA 128:2; RSA 218:5-b; RSA
128:9

**Local Board of Health
meeting/reporting
requirements**

RSA 128:3

**Health officer training
requirements**

RSA 128:8

**New Hampshire Health
Officer Association
(NHHOA) reporting
requirements**

RSA 128:11

RSA 128 Health Officer Appointments

- 128:2 Residency Requirement
 - Health officers no longer have to be a resident of NH
- 128:5-b Terms of Officers
 - *“The term of the deputy health officer shall expire with that of the health officer or may be extended with the approval of the board of selectmen, in consultation with DHHS until the health officer vacancy is filled”*
- 128:9 Background Check
 - *“Each municipality shall request and obtain a criminal history record information request...”*

RSA 128: Local Boards of Health

➤ 128:3: Local Boards of Health

- *The local board of health for each town **shall meet at least once every year**, and as frequently as needed, to review the state of local public health issues and concerns **and provide information, as requested**, to the department of health and human services, on the **readiness to address relevant public health threats at the local or regional levels.***
- The health officer shall be the secretary and executive officer of, and, with the selectmen, shall constitute the local board of health for the town.

Consider Context for Meetings

- If the board is having a regular annual meeting, then a properly noticed, in-person meeting is probably appropriate.
- However, if there is a health concern, e.g. a contagious disease, remember that RSA 91-A:2, III allows for some remote options for members attending meetings, and there is no prohibition against having rules of procedure that allow remote attendance/participation by members of the public (in addition to having an in-person meeting spot).
- If you are unfamiliar with the Right-to-Know Law, please feel free to reach out to NHMA for guidance and training.

Local Reporting

- DHHS' Health Officer Liaison staff will:
 1. Provide a sample template for a local readiness report
 2. Provide technical assistance and/or written guidance to complete reporting requirement (**yet not write it for you*)
- DHHS recommends:
 1. Local Boards of Health keep copies of meeting notes to document action items and compliance
 2. Meet at least yearly, or more frequently if needed
 3. The report is meant to be an assessment process that help LHOs do their job better

Sample Template – Summary of Readiness to Address Local Public Health Threats
To be completed by Municipal Board of Health

Date of Report: _____

Municipality: _____ Population Size: _____

Health Officer: _____ Health Officer Phone # _____

Section 1: Readiness of Local Health Officer to Fulfill Public Health Duties

Has the local health officer completed a training course on the state laws that provide authority?

Yes No Scheduled for training on this date: _____

Is the Local Health Officer able and willing to perform the duties under the following laws:

1. RSA 128: Sanitary Inspections Yes No Needs Training _____
2. RSA 147 Nuisances Yes No Needs Training _____
3. RSA 48A Housing Inspections Yes No Needs Training _____
4. RSA 141-C Communicable Disease Yes No Needs Training _____
5. RSA xx Health & Safety Plan Yes No Needs Training _____

Are appropriate PPE available to the Health Officer? Yes No Partial/Need Supplies

Please list any available PPE or Safety equipment (e.g. type of mask, gloves, gown, booties, etc.)

Are appropriate inspections tools available to the Health Officer? Yes No

Please list any inspection tools (e.g. air or food thermometer, camera, inspection forms, etc.)

Section 2: Readiness of Municipality to Collaborate with a Regional Public Health Network (RHPN)

Does the municipality have a preparedness plan for public health issues? Yes No

If so, please attach a copy or provide a link to the plan.

Samples of Community Health Improvement Plans (CHIPs): <https://www.dhhs.nh.gov/dphs/sphn/index.htm>

Section 3: Readiness via Training and Certifications

Has the Health Officer completed any specialized Environmental Health training courses?

Yes No Comment: _____

Has the Health Officer completed any advanced environmental health certifications?

REHS CEH Specialist Other relevant training _____

A description of certificates is available at <https://www.neha.org/professional-development/credentials>

Section 4: Local Board of Health

As per RSA 128:3, the health officer and selectmen shall constitute the local board of health.

Please list members of the local Board of Health (BOH):

How many meetings did the BOH have this past year? _____

If none, when is the date of the next scheduled meeting? _____

Section 5: Narrative

1. Please describe the top three public health challenges you have for your municipality.

2. Please describe the readiness of the Local Health Officer to respond to these community concerns.

RSA 128 Health Officer Training Requirements

➤ 128:8 Training and Qualifications

➤ “Within one year of appointment every health officer shall complete a minimum of 3 hours of training on topics related to the specific state laws that provide authority to health officers. The training shall be administered at no cost to the municipality by the department of health and human services in collaboration with the New Hampshire health officers association (NHHOA).”

Training Requirements: DHHS Proposed Implementation

- Health officers will be nominated by BOS, then receive conditional appointments until training is complete
- Training to be provided up to four times a year (by DHHS staff), either virtual or in-person
- Minimum competencies to be developed in collaboration with the NHHOA and subject matter experts.

Basic 3-Hour Curriculum

1. Overview of Roles and Responsibilities of Health Officer
2. Review Laws and Regulations that specify Health Officer duties and powers, including:
 - RSA 128: Town Health Officers
 - RSA 147: Nuisances
 - RSA 48A: Housing Inspections
 - RSA 141-C: Communicable Disease
 - Applicable RSAs for inspection of schools, daycare, and foster/adoptive homes
3. Review How to Inspect & Gather Evidence
4. Clarify any Enforcement Authority

Post Training Survey and Certification

- Post-training survey requirement to gauge the level of understanding:
 - A score of 60% is the minimum level of competency
 - Likely conducted via a virtual Learning Management System (LMS)
- DHHS' Health Officer Liaison program staff plans to:
 - Send reminder emails for upcoming training dates and lapsed/missing certifications
 - Monitor participation and completion of training. Completion of training and appointment status will be mailed
 - Any enforcement of training will be soft, that is, reminders and encouragement.

Advanced 3-Hr Curriculum:

1. Provide topic specific training as an option for those who have completed basic training during the first term of appointment (i.e. years 1-3).
 - RSA 128, Sanitary Inspect & Enforcement RSAs
 - RSA 48-A Housing Inspect & Enforce RSAs
 - RSA 147 Nuisance and Septic RSAs

Anticipated Questions

How will the training be offered?

- *In-person and virtual options*

Are there alternative options to fulfill the training requirement other than taking a 3-hour course?

- *Yes, you can test-out or propose an alternative curriculum (i.e. REHS certification)*

Can I legally fulfill all of my duties under the law if I only have a conditional appointment?

- *Yes, for the first year*

Anticipated Questions

Do I have to complete the training each 3 year term?

- *Yes, that is what the law says but you can test out*

What if I do not pass the post-test?

- *You can retake the test up to 3 times*

Are Deputy Health Officers required to take training?

- *Yes, that is what the law says*

Will the town be notified of the training completion?

- *The Town will be sent information on the HO's conditional appointment as well as the confirmed appointment once the HO passes the exam via mail. Failure of a HO to meet the training requirements may result in a call or email to the Town Admin*

Confidentiality Training

For Health Officers who would like to receive confidential information as it relates to communicable disease (under RSA 141-C), you must have:

- A signed confidentiality agreement
- Proof of successful completion of training on adherence to applicable confidentiality and security laws

DHHS staff may:

- Suggest options for confidentiality training, and provide information on training opportunities
- Connect LHOs with appropriate DHHS staff to facilitate process
- Provide technical assistance as necessary to complete requirements

RSA 128 NHHOA Reporting Requirements

➤ 128:11 Reporting Requirement

➤ *Beginning November 1, 2021, and annually thereafter, the New Hampshire health officers association, in consultation with the department of health and human services, shall report to the joint legislative oversight committee on health and human services, and the state health assessment and state health improvement plan advisory council regarding the readiness of municipal health officers to respond to potential public health threats in New Hampshire.*

Reporting Requirements: NHHOA Readiness Report

- DHHS' Health Officer Liaison staff will:
 - Provide sample template for a readiness report
 - Consult with NHHOA to identify appropriate reporting material (*yet not write the report for you*)

- NHHOA Board members may:
 - Consult with municipalities & NHMA on emerging public health concerns to include in the report
 - Focus on the readiness of both towns and cities
 - Focus on the individual health officers – do you have the training, equipment and authority to be ready?

Sample Template—State Readiness Report | Health Officers
To be Completed by the New Hampshire Health Officers Association (NHHOA)

Date: _____

NHHOA Contact number _____ NHHOA Email _____

Section 1: Job Status of New Hampshire's Local Health Officers

Full-Time Health Officers	_____
Part-Time Health Officers	_____
Volunteer Health Officers	_____
Vacancies	_____
Total Health Officers	_____

Health Officers who are first-responders (i.e. affiliated with local Fire, Police, or EMT) _____

Section 2: Readiness to Collaborate with Regional Public Health Network (RHPN)

Percentage of municipalities reporting to have a public health emergency preparedness plan? _____

Section 3: Readiness to Respond via Training and Certifications

Percentage of Health Officers who have completed the required 'Basic Certification' 3-hour training course required under RSA 128:200? _____

Percentage of Health Officers having completed advanced environmental health training? _____

Number and Type of Trainings provided by NHHOA this past year: _____ (attach information if needed).

Section 4: New Hampshire Health Officer Association

Please list NHHOA Board Members: _____

How many meetings did the NHHOA board have this past year? _____ (please attach minutes)

Section 5: Narrative (description of local public health readiness challenges and resources)

Priority DHHS Response Items

As the law states:

- Changes to RSA 128 shall take effect upon its passage
 - DHHS will finalize a curriculum based on RSAs related to LHOs
 - DHHS expects the changes to take place over a number of months.

Next Steps:

- Implement the 3-hour training requirements
- Provide guidance on readiness reports for BoH
- Provide access to training courses on confidentiality

Other DHHS Initiatives

- DHHS' Health Officer Liaison Staff will:
 1. Update Health Officer Manual in accordance with statute and administrative changes
 2. Update nomination forms
 3. Update Health Officer Liaison website to reflect new requirements
 4. Provide ongoing information to LHOs on changes via list serve messages and online webinars

What Changes for the Municipality?

- May appoint a LHO from out of State
- Shall perform a background check on a nominee
- Shall have a DHO serve the same term as the HO
- Shall have the local Board of Health meet yearly
- May report to DHHS on the readiness of the municipality to respond to public health threats
- Shall cover reasonable costs of attending the NHHOA training subject to the provisions of RSA 129:1.

DHHS may adopt rules to implement this chapter. Rules will clarify any grey areas and address any needed definitions, measures or procedures



RECEIVED

Agency 7-27-21

TOWN OF HUDSON JUL 21 2021

FIRE DEPARTMENT

TOWN OF HUDSON
SELECTMEN'S OFFICE

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051




8E

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

Robert M. Buxton
Chief of Department

TO: Marilyn McGrath
Chairman

FR: Robert M. Buxton 
Fire Chief

DT: July 19, 2021

RE: BOS Public Agenda August 10, 2021

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

Southern NH Health via the Mary and John Elliot Charitable Foundation would like to provide a donation to the Hudson Fire Department, for \$4,920.00 to purchase three IV pumps, one for each of our ambulances.

The Mary and John Elliot Charitable Foundation is a non-profit organization created to provide financial support for the various healthcare needs of southern New Hampshire and the Elliot Health System (also a non-profit organization).

The Baxter Spectrum Infusion Pumps we would purchase with this donation are set up for pre-hospital medication administration utilizing a universal tubing carried by our local hospitals. This is a significant change from our current large and bulky IV pumps, which take special tubing and extra steps to prime it. These new pumps are not only user friendly but they will increase our patient care by allowing for a faster and safer administration of critical medication.

I would also like to recognize Firefighter/Paramedic Zachary Whitney who took the initiative to research funding for this project and coordinated the partnership between Hudson Fire, Southern NH Health and the Mary and John Elliot Charitable Foundation.

Motion:

To authorize the Fire Chief to accept the \$4,920.00 donation from Southern NH Health on behalf of the Mary and John Elliot Charitable Foundation for the purchase of three IV pumps.



SOLUTIONHEALTH
Southern

Memo of Support

To: Zach Whitney

From: Kelli Rafferty, Executive Director SolutionHealth Philanthropy

Date: July 12, 2021

RE: Donation IV Pumps Hudson Fire Department (EMT Services)

SolutionHealth is pleased to support the Hudson FD purchase of the Spectrum Infusion IV Pumps with accompanying Accessories, Warranty/Maintenance and 1 Year of Software Annual Licensing/Support Fees, totaling \$4,920 (per attached quote).

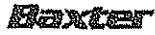
Please note that the Spectrum Software License, Billed Annually starting in Year 2 and forward is not included in this one-time partnership support and will be the responsibility of the Hudson Fire Department/Town of Hudson and will not be supported by SolutionHealth, Southern NH Health or Elliot Health System.

Thank you for your support of patient care in southern New Hampshire.

A final invoice will be required upon purchase for processing of the sponsorship.

For any additional information, please direct questions to Kelli Rafferty at 603-663-3091 or krafferty@elliot-hs.org.

Quotation: Term# xxxx, 04/20/2021, HUDSON FIRE DEPT



Baxter Healthcare Corporation
 One Baxter Parkway (DF6-3W)
 Deerfield, IL 60015

to:
 address:
 city/state/zip:
 JDE account #:
 attention:
 e-mail:
 date:

Shipping Information
 HUDSON FIRE DEPT
 39 FERRY ST
 HUDSON, NH 03051
 34418964
 To Whom It May Concern
 contact@contact.com
 4/20/2021

Invoice Mailed To (C):
 HUDSON FIRE DEPT
 39 FERRY ST
 HUDSON, NH 03051
 34418964

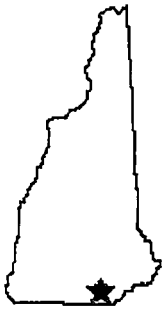
Purchase Quotation

Product & Description	Part Number	Unit Price	Quantity	Extended
1 Spectrum Infusion Pump				
Spectrum Pump Refurbished (Version 8.X) <i>(includes 1 yr. of warranty)</i>	35700BAX2RF	\$1,500	3	\$4,500
Spectrum Standard Battery	35724	\$100	3	\$300
Subtotal Section 1				<u>\$4,800</u>
2 Software Annual Licensing/Support Fees				
Spectrum MDL/QS License (1YR)	SSL1YR	\$40	3	\$120
Subtotal Section 2				<u>\$120</u>
2 Implementation Fees				
Implementation Services (1-50 pumps)	41710	\$0	1	\$0
Subtotal Section 2				<u>\$0</u>
3 Warranty and Maintenance				
Additional Months of Warranty, per pump <i>Billed Annually (See below)</i>	<u>0</u> Months	\$0.00	0	See Below
4 IV Poles and Accessories				
Subtotal Section 4				<u>\$0</u>
5 Miscellaneous Items/Adjustments				
Subtotal Section 5				<u>\$0</u>
Total Initial Costs (excluding Customer Provisioned Equipment)				\$4,920
<i>Spectrum Software License (1-YR), Billed Annually Beginning Year 2</i>				<i>\$120</i>

This quote is for budgetary purposes only. Pricing is subject to change after 60 days.

Quote Prepared By:
 Brian Cox
 Infusion Systems Sales Representative
 Baxter Healthcare Corporation
 c 203-233-4923
 brian_cox@baxter.com

Version: 10.17



TOWN OF HUDSON

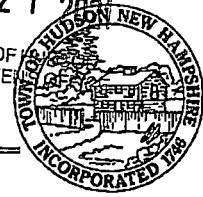
FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

RECEIVED 7-27-21

JUL 21 2021

TOWN OF
SELECTMEN




8F

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

Robert M. Buxton
Chief of Department

TO: Steve Malizia
Town Administrator

FR: Robert M. Buxton 
Fire Chief

DT: July 21, 2021

RE: American Rescue Plan

As you are aware, in June we met with the Board of Selectmen to review the American Rescue Plan Act of 2021. This program was established to address the impact of the COVID-19 pandemic on state, local, territorial, and tribal governments.

The Act further specifies that each state shall receive "an amount which bears the same proportion to such reserved amount as the total population of all areas that are non-metropolitan cities in the State bears to the total population of all area that are non-metropolitan cities in all State."

The 2019 census information for each community was utilized to calculate the estimated allocation for each community. Utilizing a population of 25,514 for Hudson (2019) we are estimated to receive an award of **\$2,536,302.58**.

To remain in compliance with State of New Hampshire RSA 31:95-b the Town of Hudson shall need to hold a public hearing that is noticed at least 7 days before the hearing is held.

As we reviewed, August 10, 2021 would be the next available date to hold this hearing if the Board of Selectmen wish to move forward with this initiative.

If you should have any questions or need me to follow up on any additional details please contact me.

Cc: ARAP File