



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 26, 2022

Board of Selectmen Meeting Room, Town Hall

Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ATTENDANCE
4. PUBLIC INPUT
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS
 - A. Resignations
 - Right to Know Committee

Town Staff Member - Joe Tessier
Town Resident Member - Flo Nicolas
 - Nomination
 - Right to Know Committee

Town Staff Member Vacancy - Lt. Steven McElhinney
6. CONSENT ITEMS
 - A. Assessing Items
 - 1) 2022 Elderly Exemption Application Requalification: Map 178, Lot 13-100, 22 Mobile Drive
 - 2) 2022 Elderly Exemption Application Late Filing: Map 174, Lot 26, 4 Cummings Street

3) Elderly Exemption Re-qualifications: Map 160, Lot 097, Sub 002, 44B Windham Road; Map 246, Lot 030, 2 Fairway Drive; Map 191, Lot 134, 5 Bay Street; Map 152, Lot 032, 29 Copeland Drive

4) Current Use Lien Releases: Map 187, Lot 10-18, 249 Standish Lane; Map 187, Lot 10-19, 245 Standish Lane; Map 187, Lot 10-20, 241 Standish Lane; Map 187, Lot 10-21, 237 Standish Lane; Map 187, Lot 10-22, 233 Standish Lane; Map 187, Lot 10-23, 227 Standish Lane

B. Water/Sewer Items - none

C. Licenses & Permits & Policies

- 1) Raffle Permit - Hudson Police Relief Association
- 2) Hawker Peddler License - Johan Tougjas

D. Donations - none

E. Acceptance of Minutes

- 1) Minutes of July 12, 2022

F. Calendar

| | | |
|------|------|--|
| 7/27 | 7:00 | Planning Board - Buxton Meeting Room |
| 7/28 | 3:00 | Trustees of the Trust Funds - Buxton Meeting Room |
| 7/28 | 7:00 | Zoning Board of Adjustment - Buxton Meeting Room |
| 8/2 | 6:30 | Board of Selectmen Workshop - Hills Memorial Library |
| 8/3 | 8:30 | Highway Safety Committee - Buxton Meeting Room |
| 8/3 | 7:00 | Budget Committee - Buxton Meeting Room |
| 8/8 | - | Conservation Commission - CANCELLED |
| 8/8 | 7:00 | Cable Utility Committee - HCTV Meeting Room |
| 8/9 | 7:00 | Board of Selectmen - BOS Meeting Room |

7. OLD BUSINESS

A. Right to Know Policy - Second Draft/Update - RTK Committee

8. NEW BUSINESS

A. 2022 Property Revaluation

B. CPCNH Joint Powers Agreement Amendment - Hudson Energy Aggregation Committee

C. Comcast Franchise Agreement Renewal Recommendation - Cable Utility Committee

D. Lowell Road Bridge Project - Amendment #2 - DES Permit Fees - Town Engineer

- E. Merrill Park Proposed Parking Area & Repair of Existing Boat Ramp -
Engineering, Public Works, Conservation Commission
- F. Dispatcher Resignation - HFD
- G. Seagrave Fire Apparatus Contract Amendment - HFD

9. **BOARD LIAISON REPORTS**

10. **REMARKS BY TOWN ADMINISTRATOR**

11. **REMARKS BY SCHOOL BOARD**

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

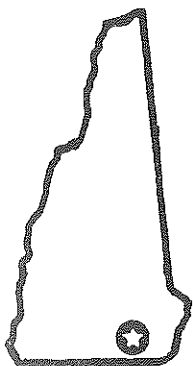
13. **NONPUBLIC SESSION**

RSA 91-A: 3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

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

14. **ADJOURNMENT**

**Reminder... Items for the next agenda, with complete backup, must be in the Selectmen's Office
no later than 12:00 noon on Thursday, August 4th, 2022.**



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



Agenda 7-26-22

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

5A

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: July 21, 2022

Re: Right to Know Committee Vacancies

The Right to Know Committee currently has two (2) vacancies. One of the vacancies is the employee member position which was formerly held by Police Prosecutor Joseph Tessier who left the Town's employ due to his appointment to a District Court judgeship. The other vacancy is due to member Flo Nicolas withdrawing from the committee. I am recommending that the Board of Selectmen advertise for a replacement for Ms. Nicolas and I am recommending that the Board appoint Police Lieutenant Steven McElhinney to the employee position. Lieutenant McElhinney is willing to take the assignment and has served as the Police Department's Accreditation Manager and is very familiar with policies and procedures. In order to make this appointment to the Right to Know Committee, the following motion is appropriate:

Motion: To appoint Police Lieutenant Steven McElhinney as the employee member to the Right to Know Committee and to advertise for the additional vacant position on the committee.

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

Malizia, Steve

From: F <flonicolas1@gmail.com>
Sent: Thursday, July 14, 2022 7:22 AM
To: Bento, Jerry
Cc: Malizia, Steve; Roy, Kara
Subject: Re: RTK Committee

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

Good morning,

Thank you for your kind words, Jerry.

Please let me know if a formal resignation is needed or if my email notification to Jerry is deemed sufficient.

Sincerely,

Flo Nicolas

On Wed, Jul 13, 2022 at 8:11 PM Bento, Jerry <jbento@hudsonnh.gov> wrote:

Flo,

Thank you for all you have contributed to the Right to Know effort.

We would not be where we are today with your work.

I am sorry to hear you are stepping away from the committee, but I understand.
Thank you again.

As you were appointed by the Board of Selectmen, after nomination by the 4 other members of the Right to Know Committee, I am copying Mr Malizia and Ms Roy on this note for their guidance on whether you need to submit a resignation note to the Board of Selectmen.

Thank you again!
Jerry

From: F <flonicolas1@gmail.com>
Sent: Saturday, July 9, 2022 4:23 PM
To: Bento, Jerry
Subject: RTK

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

Good Afternoon Jerry,

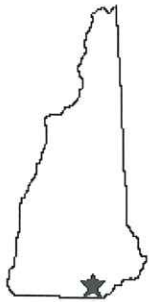
I just got back from Florida and can't seem to get into my outlook account again.

Jerry, unfortunately, I am dealing with a personal matter, and I will need to withdraw from the committee. My commitment to all my duties is always to give 100% because I know I cannot do that now; it is in the best interest of the RTK committee that I step away immediately.

Unfortunately, I won't be in attendance on Monday. I apologize for the short notice. I wish the committee all the best.

Flo Nicolas

Agudo
7-26-22



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

6A-1

RECEIVED

JUL 18 2022

TOWN OF HUDSON
SELECTMENS OFFICE

MEMORANDUM

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: July 26, 2022

FROM: Jim Michaud, Chief Assessor 

RE: 2022 Elderly Exemption Application – requalification
Tax Map 178 Lot 13-100 – 22 Mobile Drive

The Assessing Department is recommending that the BOS grant the Elderly Exemption on this property. This is a requalification; they have been receiving the elderly exemption on this property since 2014. The department has submitted an extenuating circumstances explanations letter from the taxpayer, as well as a department memo on this, under separate cover.

Draft Motion #1: Motion to grant the elderly exemption for Tax Map 178 Lot 13-100, 22 Mobile Drive



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov




6A-2

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

MEMORANDUM

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: July 26, 2022

FROM: Jim Michaud, Chief Assessor 

RE: 2022 Elderly Exemption Application – late filing
Tax Map 174 Lot 26 – 4 Cummings Street

RECEIVED

JUL 18 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

The Assessing Department is in receipt of a number of late filings/missed applications deadlines for those exemptions/credit recipients whom the department has been involved in requalifying, as per the requirements of the DRA's 5-year assessment review process. The department consulted with town legal counsel on a document that explains the "accident/mistake/misfortune" portions of RSA 72:33 I-a. The BOS may receive and accept a late filing for tax exemption/credit, they are not required to. This form was given to each of the late applicants, to date, in order to assist them. The department had sent out two requalification mailings on these in 2022, and in this case a certified mailing as well, reminding them of the statutory April 15th filing deadline.

The subject property owner submitted a late requalification application for Elderly Exemption on June 17 2022, the exemption level is for the 1st age category, age 65-74. The applicant has provided a letter for the BOS's review (provided under general read and possibly exempt from public disclosure under RSA 91-A:5 IV) providing some detail as to why they are qualified under "accident/mistake/misfortune". I am recommending that the BOS accept the late application under the provisions of "accident/mistake/misfortune" in accordance with applicable section of state law.

The applicant is otherwise qualified, their income/asset are under the limits for the Elderly Exemption, is a resident at their property location here in Hudson, and otherwise qualified in all other respects.

Draft Motion #1: Motion to accept late application under the provisions of RSA 72:33 I-a.

Draft Motion #2: Motion to grant the elderly exemption for Tax Map 174 Lot 26, 4 Cummings Street

Byrd
7-26-22



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

6A-3


RECEIVED

JUL 21 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: Board of Selectmen
Steve Malizia, Town Administrator

DATE: July 26, 2022

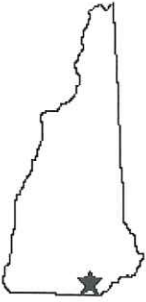
FROM: Jim Michaud, Chief Assessor 

RE: Elderly Exemption Re-qualifications

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

- Pamela Barry – 44B Windham Rd. – map 160/ lot 097/ sub 002
- Harriette Sevigny – 2 Fairway Dr. – map 246/ lot 030
- Betty Byrd – 5 Bay St. – map 191/ lot 134
- Sameer and Latifa Hussin – 29 Copeland Dr. – map 152/ lot 032

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



TOWN OF HUDSON

Office of the Assessor

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

www.hudsonnh.gov



Agenda
7-16-22

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

6A-4

MEMORANDUM

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor *JM*

DATE: July 26, 2022

RE: Current Use Lien Releases
Map 187 Lot 10-18– 249 Standish Lane
Map 187 Lot 10-19 – 245 Standish Lane
Map 187 Lot 10-20 – 241 Standish Lane
Map 187 Lot 10-21 – 237 Standish Lane
Map 187 Lot 10-22 – 233 Standish Lane
Map 187 Lot 10-23 – 227 Standish Lane

RECEIVED

JUL 21 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

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 2019-2022, discussed the same with the property owners representative and have determined as-is market value estimates, for these sites, in the mid \$150,000 +/- to mid \$170,000 +/- . These sites had even more extraordinary amounts of required site development costs associated with them, some \$40,000 +/- in jack hammering ledge for the high side lots, and \$20,000 +/- for driveway prep, to make the site able to accept a building envelope, septic site etc.

DRAFT MOTION

Motion to approve the attached Current Use Penalty Lien Releases for;
Map 187 Lot 10-18– 249 Standish Lane; Map 187 Lot 10-19 – 245 Standish Lane
Map 187 Lot 10-20 – 241 Standish Lane; Map 187 Lot 10-21 – 237 Standish Lane
Map 187 Lot 10-22 – 233 Standish Lane; Map 187 Lot 10-23 – 227 Standish Lane

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| FORM |
| A-5 |

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

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

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

| | | | |
|-------------------------------|---|--|--------------------------|
| PLEASE TYPE OR PRINT | LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | FIRST NAME/CORPORATION/TRUST NAME EAGLES | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | MAILING ADDRESS 145 STANDISH LANE | | |
| MUNICIPALITY HUDSON | | STATE NH | ZIP CODE 03051 |

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

| | | | | |
|----------------------|---|--|-------------------------------|--|
| PLEASE TYPE OR PRINT | (a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED | | | |
| | (b) ACCESSIBLE STREET LOCATION 249 STANDISH LANE | | MUNICIPALITY HUDSON | COUNTY HILLSBOROUGH |
| | (c) TOTAL ACRES OF PARCEL 1.65 AC | PARCEL TAX MAP AND LOT # 187-010-018 | ACCT# 11820 | DEED BOOK AND PAGE # 9178 2473 |
| | (d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX | | | |

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

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

| | | |
|--|---|--|
| (a) Owners Name When Land Was First Recorded in Current Use: JOHN SARRIS | DEED BOOK AND PAGE # 5361 147 | |
| (b) Total Number of Acres Originally Enrolled in Current Use | 125.28+/- | |
| (c) Total Number of Acres Previously Released Since The Original Recording | 57.228 | |
| (d) Number of Acres Subject to the LUCT Per This Assessment | 1.65 | |
| (e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)] | 66.402 | |

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

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

| | |
|---|-------------------|
| (a) Narrative Description of the Disqualification: LOT DEVELOPED FOR FOUNDATION ETC | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | 6/13/2022 |
| (c) Full and True Market Value at Time of Change in Use | \$ 117,100 |
| (d) Land Use Change Tax [Step 4(c) multiplied by 10%] | \$ 11,710 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. MCGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

| | | | |
|---|--------------------|--|-------------------|
| LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | | FIRST NAME/CORPORATION/TRUST NAME EAGLES | INITIAL |
| MAILING ADDRESS 145 STANDISH LANE | | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | | | 6/13/2022 |
| (c) Date of Land Use Change Tax Bill (MM/DD/YYYY) | | | |
| (d) Full and True Market Value at Time of Change in Use | | | \$ 117,100 |
| (e) Land Use Change Tax Due | | | \$ 11,710 |

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

(continued)

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

| | | |
|---|--------------------|--------------------------|
| (a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON | | |
| (b) MAIL TO: TOWN OF HUDSON, C/O ROGER ORDWAY JR., TOWN CLERK/TAX COLLECTOR | | |
| MAILING ADDRESS: 12 SCHOOL ST | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 |
| (c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET HUDSON NH 03051 | | |
| (d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30PM MONDAY THRU FRIDAY | | |
| (e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| (f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ 20.53 | | |
| PAYABLE TO: HILLSBOROUGH COUNTY REGISTRY OF DEEDS | | |
| (g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____ | | |

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

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

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

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

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

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

| | |
|---|------------------------------|
| (a) State of New Hampshire, County of: HILLSBOROUGH | |
| (b) To: ROGER ORDWAY JR. | Municipal Collector of taxes |
| (c) for the municipality of: HUDSON | in said County. |
| (d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: | \$ 11,710.00 |
| Interest at 18% will be assessed after 30 days. | |
| (e) Given under our hands at 7 PM | |
| (f) This day of July 26, 2022 | |
| (g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY | |
| LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS | |
| (h) MUNICIPAL TAX MAP 187-010-018 | LOT NUMBER ACCT # 11820 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. McGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

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

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

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

| | | | |
|-------------------------------|---|--|--------------------------|
| PLEASE TYPE OR PRINT | LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | FIRST NAME/CORPORATION/TRUST NAME EAGLES | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | MAILING ADDRESS 145 STANDISH LANE | | |
| MUNICIPALITY HUDSON | | STATE NH | ZIP CODE 03051 |

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

| | | | | |
|----------------------|---|--|-------------------------------|---|
| PLEASE TYPE OR PRINT | (a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED | | | |
| | (b) ACCESSIBLE STREET LOCATION 245 STANDISH LANE | | MUNICIPALITY HUDSON | COUNTY HILLSBOROUGH |
| | (c) TOTAL ACRES OF PARCEL 1.314 AC | PARCEL TAX MAP AND LOT # 187-010-019 | ACCT# 11821 | DEED BOOK AND PAGE # 9178 2473 |
| | (d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX | | | |

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

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

| | | |
|--|--|--|
| (a) Owners Name When Land Was First Recorded in Current Use: JOHN SARRIS | DEED BOOK AND PAGE # 5361 147 | |
| (b) Total Number of Acres Originally Enrolled in Current Use | 125.28+/- | |
| (c) Total Number of Acres Previously Released Since The Original Recording | 58.878 | |
| (d) Number of Acres Subject to the LUCT Per This Assessment | 1.314 | |
| (e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)] | 65.088 | |

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

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

| | |
|---|-------------------|
| (a) Narrative Description of the Disqualification: LOT DEVELOPED FOR FOUNDATION ETC | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | 6/13/2022 |
| (c) Full and True Market Value at Time of Change in Use | \$ 115,000 |
| (d) Land Use Change Tax [Step 4(c) multiplied by 10%] | \$ 11,500 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. MCGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

| | | | | |
|---|--------------------|--|--|-------------------|
| LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | | FIRST NAME/CORPORATION/TRUST NAME EAGLES | | INITIAL |
| MAILING ADDRESS 145 STANDISH LANE | | | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 | | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | | | | 6/13/2022 |
| (c) Date of Land Use Change Tax Bill (MM/DD/YYYY) | | | | |
| (d) Full and True Market Value at Time of Change in Use | | | | \$ 115,000 |
| (e) Land Use Change Tax Due | | | | \$ 11,500 |

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

(continued)

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

| | | |
|---|--------------------|--------------------------|
| (a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON | | |
| (b) MAIL TO: TOWN OF HUDSON, C/O ROGER ORDWAY JR., TOWN CLERK/TAX COLLECTOR | | |
| MAILING ADDRESS: 12 SCHOOL ST | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 |
| (c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET HUDSON NH 03051 | | |
| (d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30PM MONDAY THRU FRIDAY | | |
| (e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| (f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ 20.53 | | |
| PAYABLE TO: HILLSBOROUGH COUNTY REGISTRY OF DEEDS | | |
| (g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____ | | |

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

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

| |
|-------------|
| FORM |
| A-5W |

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

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

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

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

| | |
|---|------------------------------|
| (a) State of New Hampshire, County of: HILLSBOROUGH | |
| (b) To: ROGER ORDWAY JR. | Municipal Collector of taxes |
| (c) for the municipality of: HUDSON | in said County, |
| (d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: | \$ 11,500.00 |
| Interest at 18% will be assessed after 30 days. | |
| (e) Given under our hands at 7 PM | |
| (f) This day of July 26, 2022 | |
| (g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY | |
| LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS | |
| (h) MUNICIPAL TAX MAP 187-010-019 | LOT NUMBER ACCT # 11821 |

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

| | | |
|--|---------------------------------------|------|
| TYPE OR PRINT NAME (in black or dark blue ink) KARA ROY | SIGNATURE (in black or dark blue ink) | DATE |
| TYPE OR PRINT NAME (in black or dark blue ink) ROBERT GUESSFERD | SIGNATURE (in black or dark blue ink) | DATE |
| TYPE OR PRINT NAME (in black or dark blue ink) MARILYN E. MCGRATH | SIGNATURE (in black or dark blue ink) | DATE |
| TYPE OR PRINT NAME (in black or dark blue ink) DAVID S. MORIN | SIGNATURE (in black or dark blue ink) | DATE |
| TYPE OR PRINT NAME (in black or dark blue ink) BRETT GAGNON | SIGNATURE (in black or dark blue ink) | DATE |

| |
|-------------|
| FORM |
| A-5 |

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

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

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

| | | | |
|-------------------------------|---|--|--------------------------|
| PLEASE TYPE OR PRINT | LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | FIRST NAME/CORPORATION/TRUST NAME EAGLES | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | MAILING ADDRESS 145 STANDISH LANE | | |
| MUNICIPALITY HUDSON | | STATE NH | ZIP CODE 03051 |

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

| | | | | |
|----------------------|---|--|-------------------------------|---|
| PLEASE TYPE OR PRINT | (a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED | | | |
| | (b) ACCESSIBLE STREET LOCATION 241 STANDISH LANE | | MUNICIPALITY HUDSON | COUNTY HILLSBOROUGH |
| | (c) TOTAL ACRES OF PARCEL 1.406 AC | PARCEL TAX MAP AND LOT # 187-010-020 | ACCT# 11822 | DEED BOOK AND PAGE # 9178 2473 |
| | (d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX | | | |

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

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

| | |
|--|--|
| (a) Owners Name When Land Was First Recorded in Current Use: JOHN SARRIS | DEED BOOK AND PAGE # 5361 147 |
| (b) Total Number of Acres Originally Enrolled in Current Use | 125.28+/- |
| (c) Total Number of Acres Previously Released Since The Original Recording | 60.192 |
| (d) Number of Acres Subject to the LUCT Per This Assessment | 1.406 |
| (e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)] | 63.682 |

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| FORM |
| A-5 |

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

(continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

| | |
|---|-------------------|
| (a) Narrative Description of the Disqualification: LOT DEVELOPED FOR FOUNDATION ETC | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | 6/13/2022 |
| (c) Full and True Market Value at Time of Change in Use | \$ 115,600 |
| (d) Land Use Change Tax [Step 4(c) multiplied by 10%] | \$ 11,560 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. MCGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

| | | | |
|---|--------------------|--|-------------------|
| LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | | FIRST NAME/CORPORATION/TRUST NAME EAGLES | INITIAL |
| MAILING ADDRESS 145 STANDISH LANE | | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | | | 6/13/2022 |
| (c) Date of Land Use Change Tax Bill (MM/DD/YYYY) | | | |
| (d) Full and True Market Value at Time of Change in Use | | | \$ 115,600 |
| (e) Land Use Change Tax Due | | | \$ 11,560 |

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| FORM |
| A-5 |

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

(continued)

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

| | | |
|---|--------------------|--------------------------|
| (a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON | | |
| (b) MAIL TO: TOWN OF HUDSON, C/O ROGER ORDWAY JR., TOWN CLERK/TAX COLLECTOR | | |
| MAILING ADDRESS: 12 SCHOOL ST | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 |
| (c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET HUDSON NH 03051 | | |
| (d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30PM MONDAY THRU FRIDAY | | |
| (e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| (f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ 20.53 | | |
| PAYABLE TO: HILLSBOROUGH COUNTY REGISTRY OF DEEDS | | |
| (g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____ | | |

STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX C OLLECTOR)

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

| |
|-------------|
| FORM |
| A-5W |

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

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

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

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

| | |
|---|------------------------------|
| (a) State of New Hampshire, County of: HILLSBOROUGH | |
| (b) To: ROGER ORDWAY JR. | Municipal Collector of taxes |
| (c) for the municipality of: HUDSON | in said County. |
| (d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: | \$ 11,560.00 |
| Interest at 18% will be assessed after 30 days. | |
| (e) Given under our hands at 7 PM | |
| (f) This day of July 26, 2022 | |
| (g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY | |
| LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS | |
| (h) MUNICIPAL TAX MAP 187-010-020 | LOT NUMBER ACCT # 11822 |

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

| | | |
|--|---------------------------------------|------|
| TYPE OR PRINT NAME (in black or dark blue ink) KARA ROY | SIGNATURE (in black or dark blue ink) | DATE |
| TYPE OR PRINT NAME (in black or dark blue ink) ROBERT GUESSFERD | SIGNATURE (in black or dark blue ink) | DATE |
| TYPE OR PRINT NAME (in black or dark blue ink) MARILYN E. McGRATH | SIGNATURE (in black or dark blue ink) | DATE |
| TYPE OR PRINT NAME (in black or dark blue ink) DAVID S. MORIN | SIGNATURE (in black or dark blue ink) | DATE |
| TYPE OR PRINT NAME (in black or dark blue ink) BRETT GAGNON | SIGNATURE (in black or dark blue ink) | DATE |

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|-------------|
| FORM |
| A-5 |

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

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

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

| | | | |
|-------------------------------|---|--|--------------------------|
| PLEASE TYPE OR PRINT | LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | FIRST NAME/CORPORATION/TRUST NAME EAGLES | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | MAILING ADDRESS 145 STANDISH LANE | | |
| MUNICIPALITY HUDSON | | STATE NH | ZIP CODE 03051 |

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

| | | | | |
|----------------------|---|--|-------------------------------|--|
| PLEASE TYPE OR PRINT | (a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED | | | |
| | (b) ACCESSIBLE STREET LOCATION 237 STANDISH LANE | | MUNICIPALITY HUDSON | COUNTY HILLSBOROUGH |
| | (c) TOTAL ACRES OF PARCEL 1.777 AC | PARCEL TAX MAP AND LOT # 187-010-021 | ACCT# 11823 | DEED BOOK AND PAGE # 9178 2473 |
| | (d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX | | | |

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

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

| | |
|--|---|
| (a) Owners Name When Land Was First Recorded in Current Use: JOHN SARRIS | DEED BOOK AND PAGE # 5361 147 |
| (b) Total Number of Acres Originally Enrolled in Current Use | 125.28+/- |
| (c) Total Number of Acres Previously Released Since The Original Recording | 61.598 |
| (d) Number of Acres Subject to the LUCT Per This Assessment | 1.777 |
| (e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)] | 61.905 |

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| FORM |
| A-5 |

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

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

| | |
|---|-------------------|
| (a) Narrative Description of the Disqualification: LOT DEVELOPED FOR FOUNDATION ETC | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | 6/13/2022 |
| (c) Full and True Market Value at Time of Change in Use | \$ 117,900 |
| (d) Land Use Change Tax [Step 4(c) multiplied by 10%] | \$ 11,790 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. MCGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

| | | | | |
|---|--|--|--------------------------|-------------------|
| LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | | FIRST NAME/CORPORATION/TRUST NAME EAGLES | | INITIAL |
| MAILING ADDRESS 145 STANDISH LANE | | | | |
| MUNICIPALITY HUDSON | | STATE NH | ZIP CODE 03051 | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | | | | 6/13/2022 |
| (c) Date of Land Use Change Tax Bill (MM/DD/YYYY) | | | | |
| (d) Full and True Market Value at Time of Change in Use | | | | \$ 117,900 |
| (e) Land Use Change Tax Due | | | | \$ 11,790 |

| |
|-------------|
| FORM |
| A-5 |

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

(continued)

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

| | | |
|---|--------------------|--------------------------|
| (a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON | | |
| (b) MAIL TO: TOWN OF HUDSON, C/O ROGER ORDWAY JR., TOWN CLERK/TAX COLLECTOR | | |
| MAILING ADDRESS: 12 SCHOOL ST | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 |
| (c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET HUDSON NH 03051 | | |
| (d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30PM MONDAY THRU FRIDAY | | |
| (e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| (f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ 20.53 | | |
| PAYABLE TO: HILLSBOROUGH COUNTY REGISTRY OF DEEDS | | |
| (g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____ | | |

STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX C OLLECTOR)

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

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

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

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

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

| | |
|---|------------------------------|
| (a) State of New Hampshire, County of: HILLSBOROUGH | |
| (b) To: ROGER ORDWAY JR. | Municipal Collector of taxes |
| (c) for the municipality of: HUDSON | in said County. |
| (d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: | \$ 11,790.00 |
| Interest at 18% will be assessed after 30 days. | |
| (e) Given under our hands at 7 PM | |
| (f) This day of July 26, 2022 | |
| (g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY | |
| LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS | |
| (h) MUNICIPAL TAX MAP 187-010-021 | LOT NUMBER 3ACCT # 11823 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. McGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

| |
|-------------|
| FORM |
| A-5 |

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

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

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

| | | | |
|-------------------------------|---|--|--------------------------|
| PLEASE TYPE OR PRINT | LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | FIRST NAME/CORPORATION/TRUST NAME EAGLES | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | MAILING ADDRESS 145 STANDISH LANE | | |
| MUNICIPALITY HUDSON | | STATE NH | ZIP CODE 03051 |

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

| | | | | |
|----------------------|---|--|---|-------------------------------|
| PLEASE TYPE OR PRINT | (a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED | | | |
| | (b) ACCESSIBLE STREET LOCATION 233 STANDISH LANE | | MUNICIPALITY HUDSON | COUNTY HILLSBOROUGH |
| | (c) TOTAL ACRES OF PARCEL 1.161 AC | PARCEL TAX MAP AND LOT # 187-010-022 | DEED BOOK AND PAGE # ACCT#11824 | 9178 2473 |
| | (d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX | | | |

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

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

| | |
|--|--|
| (a) Owners Name When Land Was First Recorded in Current Use: JOHN SARRIS | DEED BOOK AND PAGE # 5361 147 |
| (b) Total Number of Acres Originally Enrolled in Current Use | 125.28+/- |
| (c) Total Number of Acres Previously Released Since The Original Recording | 63.375 |
| (d) Number of Acres Subject to the LUCT Per This Assessment | 1.161 |
| (e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)] | 60.744 |

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| FORM |
| A-5 |

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

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

| | |
|---|-------------------|
| (a) Narrative Description of the Disqualification: LOT DEVELOPED FOR FOUNDATION ETC | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | 6/13/2022 |
| (c) Full and True Market Value at Time of Change in Use | \$ 114,000 |
| (d) Land Use Change Tax [Step 4(c) multiplied by 10%] | \$ 11,400 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. MCGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

| | | | | |
|---|--|--|--------------------------|-------------------|
| LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | | FIRST NAME/CORPORATION/TRUST NAME EAGLES | | INITIAL |
| MAILING ADDRESS 145 STANDISH LANE | | | | |
| MUNICIPALITY HUDSON | | STATE NH | ZIP CODE 03051 | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | | | | 6/13/2022 |
| (c) Date of Land Use Change Tax Bill (MM/DD/YYYY) | | | | |
| (d) Full and True Market Value at Time of Change in Use | | | | \$ 114,000 |
| (e) Land Use Change Tax Due | | | | \$ 11,400 |

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| FORM |
| A-5 |

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

(continued)

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

| | | |
|---|--------------------|--------------------------|
| (a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON | | |
| (b) MAIL TO: TOWN OF HUDSON, C/O ROGER ORDWAY JR., TOWN CLERK/TAX COLLECTOR | | |
| MAILING ADDRESS: 12 SCHOOL ST | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 |
| (c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET HUDSON NH 03051 | | |
| (d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30PM MONDAY THRU FRIDAY | | |
| (e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| (f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ 20.53 | | |
| PAYABLE TO: HILLSBOROUGH COUNTY REGITSTRY OF DEEDS | | |
| (g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____ | | |

STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX C OLECTOR)

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

| |
|-------------|
| FORM |
| A-5W |

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

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

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

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

| | |
|--|------------------------------|
| (a) State of New Hampshire, County of: HILLSBOROUGH | |
| (b) To: ROGER ORDWAY JR. | Municipal Collector of taxes |
| (c) for the municipality of: HUDSON | in said County. |
| (d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days. | \$ 11,400.00 |
| (e) Given under our hands at 7 PM | |
| (f) This day of July 26, 2022 | |
| (g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY | |
| LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS | |
| (h) MUNICIPAL TAX MAP 187-010-022 | LOT NUMBER 3ACCT # 11824 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. McGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

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| FORM |
| A-5 |

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

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

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

| | | | |
|-------------------------------|---|--|--------------------------|
| PLEASE TYPE OR PRINT | LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | FIRST NAME/CORPORATION/TRUST NAME EAGLES | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | LAST NAME/CORPORATION/TRUST NAME | FIRST NAME/CORPORATION/TRUST NAME | INITIAL |
| | MAILING ADDRESS 145 STANDISH LANE | | |
| MUNICIPALITY HUDSON | | STATE NH | ZIP CODE 03051 |

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

| | | | | |
|----------------------|---|--|---|-------------------------------|
| PLEASE TYPE OR PRINT | (a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED | | | |
| | (b) ACCESSIBLE STREET LOCATION 227 STANDISH LANE | | MUNICIPALITY HUDSON | COUNTY HILLSBOROUGH |
| | (c) TOTAL ACRES OF PARCEL 1.214 AC | PARCEL TAX MAP AND LOT # 187-010-023 | DEED BOOK AND PAGE # ACCT#11825 | 9178 2473 |
| | (d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX | | | |

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

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

| | | |
|--|--|--|
| (a) Owners Name When Land Was First Recorded in Current Use: JOHN SARRIS | DEED BOOK AND PAGE # 5361 147 | |
| (b) Total Number of Acres Originally Enrolled in Current Use | 125.28+/- | |
| (c) Total Number of Acres Previously Released Since The Original Recording | 64.536 | |
| (d) Number of Acres Subject to the LUCT Per This Assessment | 1.214 | |
| (e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)] | 59.53 | |

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| FORM |
| A-5 |

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

(continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

| | |
|---|-------------------|
| (a) Narrative Description of the Disqualification: LOT DEVELOPED FOR FOUNDATION ETC | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | 6/13/2022 |
| (c) Full and True Market Value at Time of Change in Use | \$ 114,300 |
| (d) Land Use Change Tax [Step 4(c) multiplied by 10%] | \$ 11,430 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. MCGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

| | | | | |
|---|--------------------|--|--|-------------------|
| LAST NAME/CORPORATION/TRUST NAME NEST ESTATES LLC | | FIRST NAME/CORPORATION/TRUST NAME EAGLES | | INITIAL |
| MAILING ADDRESS 145 STANDISH LANE | | | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 | | |
| (b) Actual Date of Change in Use (MM/DD/YYYY) | | | | 6/13/2022 |
| (c) Date of Land Use Change Tax Bill (MM/DD/YYYY) | | | | |
| (d) Full and True Market Value at Time of Change in Use | | | | \$ 114,300 |
| (e) Land Use Change Tax Due | | | | \$ 11,430 |

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| FORM |
| A-5 |

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

(continued)

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

| | | |
|---|--------------------|--------------------------|
| (a) MAKE CHECKS PAYABLE TO: TOWN OF HUDSON | | |
| (b) MAIL TO: TOWN OF HUDSON, C/O ROGER ORDWAY JR., TOWN CLERK/TAX COLLECTOR | | |
| MAILING ADDRESS: 12 SCHOOL ST | | |
| MUNICIPALITY HUDSON | STATE NH | ZIP CODE 03051 |
| (c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: 12 SCHOOL STREET HUDSON NH 03051 | | |
| (d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: 8 AM - 4:30PM MONDAY THRU FRIDAY | | |
| (e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| (f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ 20.53 | | |
| PAYABLE TO: HILLSBOROUGH COUNTY REGISTRY OF DEEDS | | |
| (g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____ | | |

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

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

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|-------------|
| FORM |
| A-5W |

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

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

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

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

| | |
|---|------------------------------|
| (a) State of New Hampshire, County of: HILLSBOROUGH | |
| (b) To: ROGER ORDWAY JR. | Municipal Collector of taxes |
| (c) for the municipality of: HUDSON | in said County. |
| (d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: | \$ 11,430.00 |
| Interest at 18% will be assessed after 30 days. | |
| (e) Given under our hands at 7 PM | |
| (f) This day of July 26, 2022 | |
| (g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY | |
| LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS | |
| (h) MUNICIPAL TAX MAP 187-010-023 | LOT NUMBER 3ACCT # 11825 |

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

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE |
|--|---------------------------------------|------|
| KARA ROY | | |
| ROBERT GUESSFERD | | |
| MARILYN E. McGRATH | | |
| DAVID S. MORIN | | |
| BRETT GAGNON | | |



7-26-22

RECEIVED

JUL 13 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

6C-1

RAFFLE PERMIT

Hudson, New Hampshire

Name of Organization: Hudson Police Relief Association (HPRA)

Address: 1 Constitution Dr, Hudson, NH 03051

Raffle Benefit of: Hudson Police Relief Association (Fundraising effort)

Date & Time of Raffle: August 31, 2022 5:00PM

Raffle to be held at: 1 Constitution Dr, Hudson NH 03051

Prizes: Weber Summit Charcoal Grill with accessories and \$25 Gift Card, Countrybrook Farms Gift Basket w/ Gift Card, Autographed picture of J.D. Martinez, Handmade Wooden American Flag, Nest Security Camera

Date of Ticket Sales: August 01, 2022 - August 31, 2022

(must be after date of Board of Selectmen approval)

Applicant's Signature/Address/Phone Number
David Glaser
Applicant's Signature
David Glaser President HPRA
Applicant's Printed Name
1 Constitution Dr, Hudson, NH 03051
Address
(603) 816-2280
Phone Number

Approved on: _____, by

HUDSON BOARD OF SELECTMEN

Chairman _____

Selectman _____

Selectman _____

Selectman _____

Selectman _____

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

Agenda
7-26-22
RECEIVED

JUL 21 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

TOWN OF HUDSON
12 School Street
Hudson, New Hampshire 03051
603-886-6024

6C-2

APPLICATION FOR HAWKER/PEDDLER/ITINERANT VENDOR'S LICENSE

Hudson Town Code, Chapter 232

Please complete the following information in full and return application to the Zoning Department.

1. Applicant JOHAN TOUGJAS DOB 12/15/1997
2. Applicant's Address 12 YARMOUTH DR, NASHUA, NH 03062
Home Phone # _____ Business Phone # (615) 804-4455
3. Goods sold in the Name of EDUCATIONAL PRODUCTS
Address & Phone # if different from Self -
4. Type of Vending Operation/Merchandise to be sold EDUCATIONAL PRODUCTS
5. Description of Stand or Vehicle (include Make/Model) _____
License # _____ Registration # _____
6. Date of Sales 08/01/2022 - 08/20/2022
7. Proposed Location(s) of Sales (be specific) ON FOOT DOOR KNOCKING
8. Approximate length of time at each Location _____

•If proposed site is situated on private property, include a written statement from the owner and possessor of the property proposed to be used. This statement shall indicate consent by BOTH the owner and possessor for the proposed use and the period of time for which consent is given.

•Include copy of valid New Hampshire Hawker/Peddler/Itinerant Vendor's License* obtained through the Secretary of State's Office (271-3242), and in the case of sales relating to foods or beverages, a copy of a valid Food Service License, issued by the State Department of Health & Human Services (271-4589).

•Applications will go before the Board of Selectmen at their next meeting following successful completion of this application, which is forwarded to the Selectmen's Office by the Zoning Administrator. If granted, applicant will be subject to all provisions of Chapter 232 of the Hudson Town Code governing Hawker/Peddler/Itinerant Vendors.

•Fees are \$5 for each day, \$25 for each week, or \$100 for each year. Annual licenses expire 12/31 each year.

*Exception for State License: Any person selling the product of his own labor, or his family, or the product of his own farm or one he tills. (RSA 320:3-II)

I, the undersigned, certify that all information provided in this application is true and complete to the best of my knowledge. I understand that any false statement will be considered sufficient grounds to refuse issuance of a license to operate within the Town of Hudson, New Hampshire.

Name JOHAN TOUGJAS Date 07/19/2022

E-mail Address johantougjasbookman@gmail.com

OFFICE USE ONLY

ZONING ADMINISTRATOR'S SECTION

Location is consistent w/Zoning regulations _____

State License ✓ (Date of expiration) 5 / 25 / 2023

Health License N/A (Date of expiration) / /

Owner's Permission N/A

✓ Recommended

____ Not Recommended w/reasons _____



Zoning Administrator

7-19-22

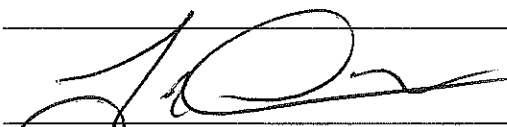
Date

Hillsborough County Registry of Deeds # _____ Date _____

POLICE DEPARTMENT'S SECTION

✓ Recommended

____ Not Recommended w/reasons _____

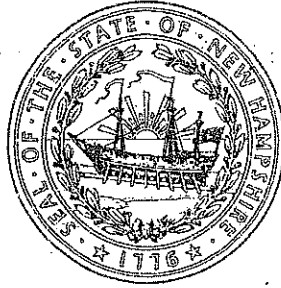


Chief of Police

7-21-22

Date

The State of New Hampshire
Hawker & Peddler State License
Department of State



(not valid unless signed by Applicant)

Date May 25, 2022

This certifies that in accordance with RSA Chapter 320

Johan Tougjas of 21-24 Tildri Sy Tallinn, Harjumma 12916
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

A license is hereby granted to the said **Johan Tougjas** to sell, throughout the state, any goods, wares
and merchandise, the sale of which is not prohibited by the laws of this state.


Date of Birth **12/15/1997** Height **10.88m** Weight **80kg**

Color of Hair **Blonde** Color of Eyes **Blue**

Distinguishing Characteristics **None**

License Number **2022/252**

This License Expires **May 25, 2023**


Acting Deputy Secretary of State

This license may be laminated

Southwestern Advantage
SUMMER PROGRAM

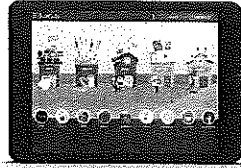


- Based in Nashville, TN
- Founded 1855
- Better Business Bureau (BBB) highest rating A+
- Direct Selling Association (DSA) Education for Life Award
- Over 1 million customers since 2010

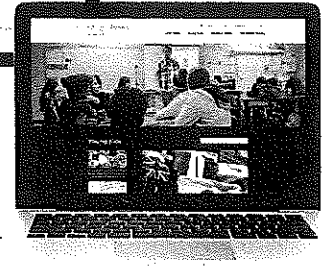
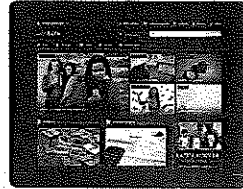
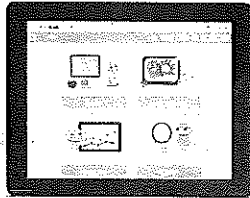
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advantage 4teens

Skwids



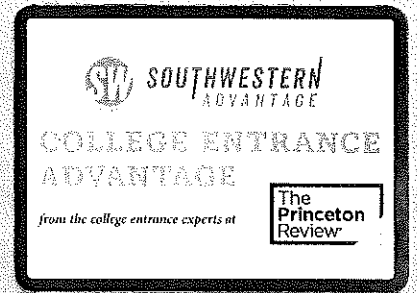
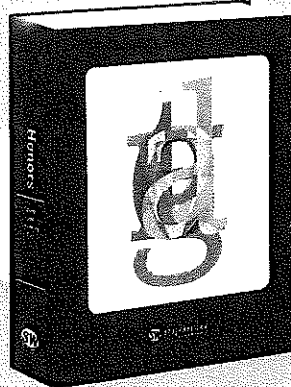
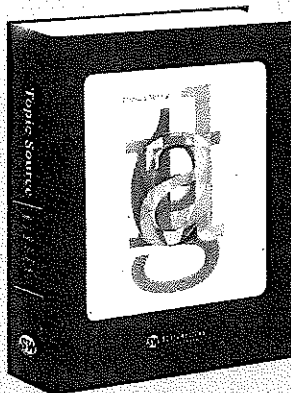
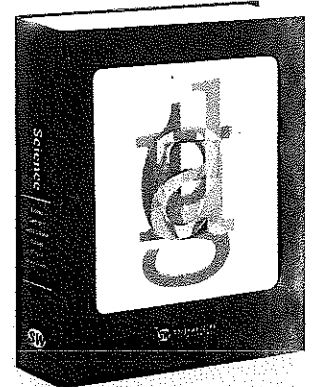
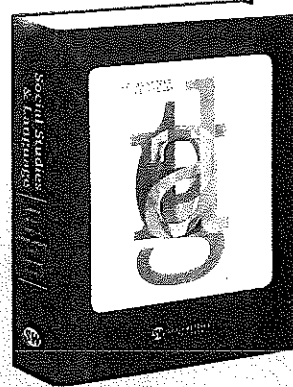
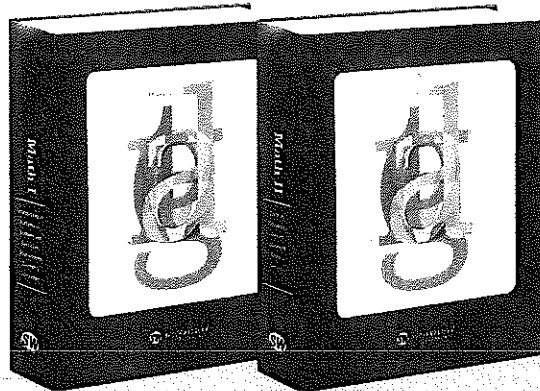
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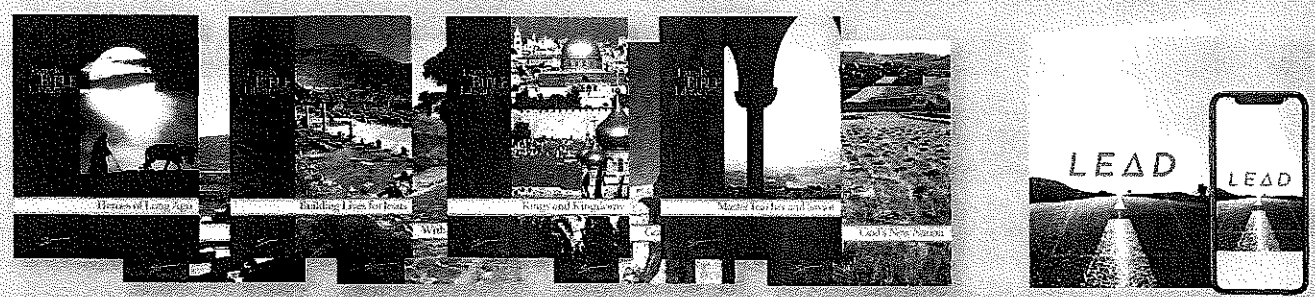
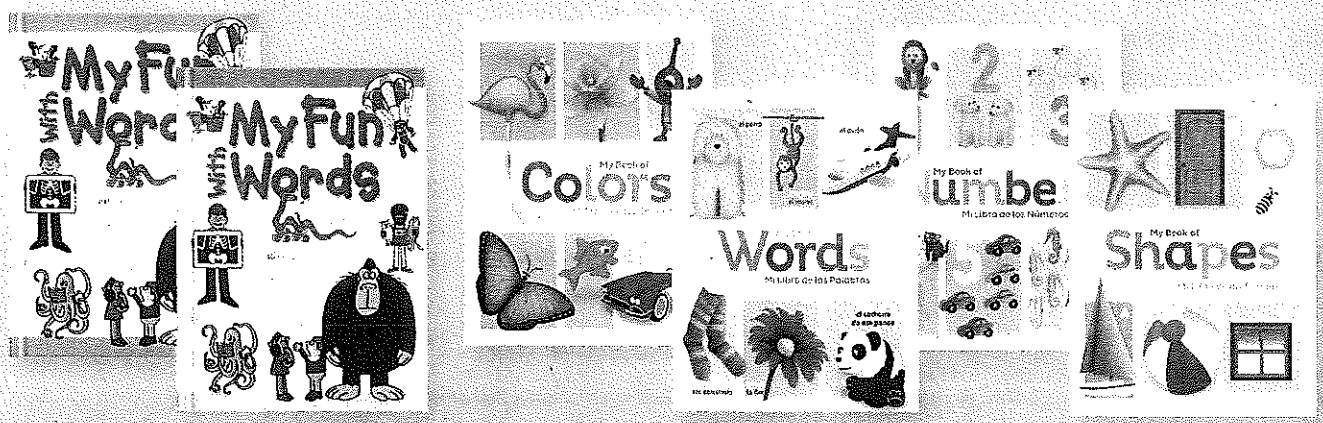
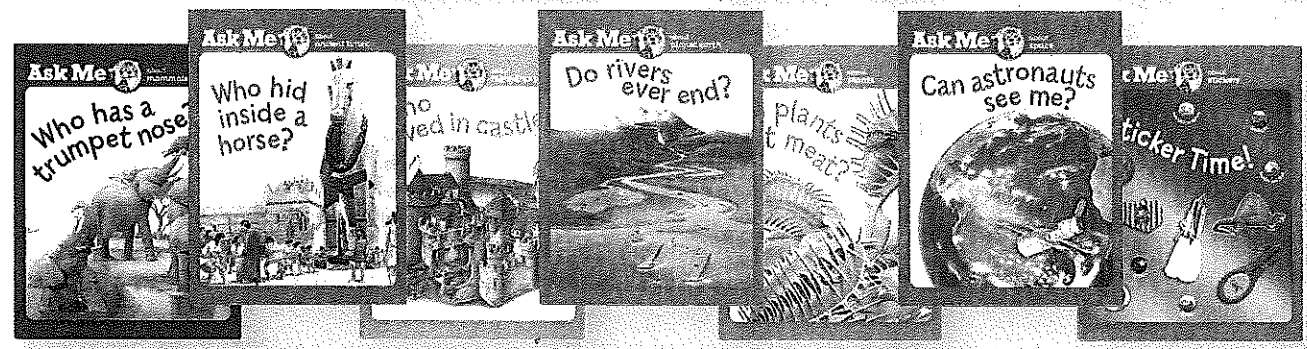
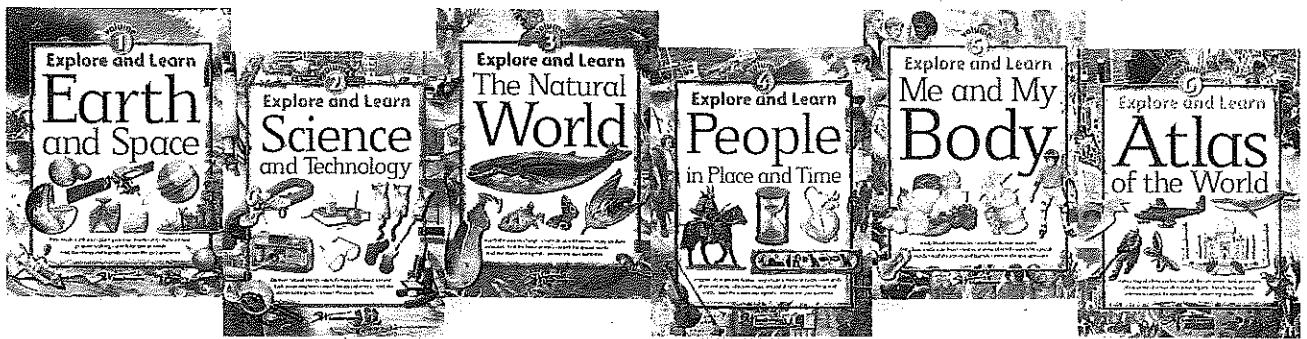


advantage 4kids

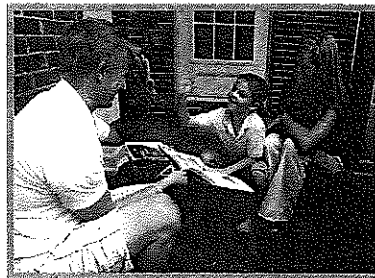
adv4life

advantage
4Parents





European students in Southwestern Advantage Summer Program



Iceland

Sweden

Finland

Norway

Estonia

Rus

Latvia

Lithuania

Denmark

Belarus

Ireland

Great Britain

Holland

Belgium

Germany

Poland

Czech Rep

Ukraine

Slovakia

Hungary

Moldova

France

Switzerland

Austria

Romania

Italy

Bulgaria

Spain

Portugal

Greece

European Students

- Cultural exchange program - #1 Internship
- Stay with local host families
- Learn about USA & American entrepreneurship
- Earnings offset some expenses in the U.S.
- J-1 Summer Work Travel Exchange Visitor visa
- Sponsored by Global Educational Concepts, a U.S. Department of State designated sponsor

HUDSON, NH BOARD OF SELECTMEN

Minutes of the July 12, 2022 Meeting

1. CALL TO ORDER - by Chairperson Roy the meeting of July 12, 2022 at 7:12 p.m. in the Selectmen Meeting Room at Town Hall
2. PLEDGE OF ALLEGIANCE led by Deputy Tice
3. ATTENDANCE

Board of Selectmen: Bob Guessferd, Brett Gagnon, Marilyn McGrath, Dave Morin, Kara Roy

Staff/Others: Steve Malizia, Town Administrator; Rob Buxton, Fire Chief; Gary Gasdia School Board Representative; Jill Laffin, Executive Assistant

4. PUBLIC INPUT - there was none
5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Recognitions

Chairperson Roy said, as we move onto Recognitions, Nominations and Appointments we have three members of the Hudson Fire Department being recognized for 20 years of service to the Town of Hudson. Lt. Todd Berube, Lt. Martin Conlon and Lt. Mike Mallen.

Lt. Berube is not here tonight so we'll move on to Lt. Martin Conlon.

Chairperson Roy asked Lt. Conlon to come forward and said, Lieutenant Marty Conlon began his career as a Firefighter with the Hudson Fire Department on July 1, 2002. He was promoted to Lieutenant on July 1, 2016. He plays an essential part in the department's protective clothing program and is responsible to oversee that each member has the proper equipment needed to safely and effectively perform their firefighting duties. As Lieutenant, he mentors the junior firefighters he serves with to help them learn and grow in the profession. He also serves as a Director for the Hudson Firefighters Relief Association. We appreciate his contributions, dedication and service to the department and the community over the past 20 years. Congratulations!

Chairperson Roy the asked Lt. Mallen to come forward and said Lieutenant Mike Mallen began his career as a Firefighter with the Hudson Fire Department on July 1, 2002. He was promoted to Lieutenant on November 3, 2019. Throughout his career, Mike has been a mentor to those who have worked alongside him. A man of many talents, his background in IT has been an asset to the Fire department. Most recently, he has been an integral part in bringing their teleconferencing project to fruition, allowing the department to provide interactive training to their members virtually. Additionally, his assistance with the departments SharePoint page has been instrumental. We thank you for your service, dedication and contributions over the past 20 years to the department and the community. Congratulations!

Chairperson Roy then said and I have I have one more. Although he's not here. We got an email today that told us that Attorney Joe Tessier, by a vote of 5-0 of the Executive Council, is now Judge Joseph Tessier. So he will be leaving our service, and I'm sure he will he will do the State of New Hampshire's justice system well. Congratulations to Judge Tessier.

6. CONSENT ITEMS

The Chairperson asked, does anyone have anything they'd like removed for separate consideration? The Town Administrator asked that items D1 and D2 be removed. Selectman Gagnon made a motion, seconded by Selectman Morin to approve consent items A, B, C, D3 and E. Carried 5-0.

The Town Administrator was then recognized and he explained, when I was reviewing the agenda today, I looked very closely at the checks, they're actually made out to the Friends of Benson Park. We are not the Friends of Benson Park, so the checks have been sent over to them. They need to be removed. No action needs to be taken. So it's been corrected. It just got on the agenda, but the checks got mailed to them. It's their money. So thank you. Chairperson Roy said so we don't need to do anything. To which the Town Administrator replied, we don't need to do anything. Just removed it and that was it.

- A. Assessing Items - none
- B. Water/Sewer Items - none
- C. Licenses & Permits & Policies
 - 1) Hawker Peddler License - NH Food Bank Food Truck
- D. Donations
 - 1) Friends of Benson Park \$100 from Roger Dionne
 - 2) Friends of Benson Park \$100 from Kathleen Ogden
 - 3) Recreation Dept. Summer Program \$3,100 from the HPEA (Hudson Police Employee Association)
- E. Acceptance of Minutes
 - 1) Minutes of June 14, 2022
 - 2) Minutes of June 28, 2022
- F. Calendar

| | | |
|------|------|--|
| 7/13 | 7:00 | Planning Board - Buxton Meeting Room |
| 7/19 | 7:00 | Municipal Utility Committee - BOS Meeting Room |
| 7/20 | 6:00 | Library Trustees - Hills Memorial Library |
| 7/21 | 7:00 | Benson Park Committee - HCTV Meeting Room |
| 7/25 | 7:00 | Sustainability Committee - Buxton Meeting Room |
| 7/26 | 7:00 | Board of Selectmen - BOS Meeting Room |

7. OLD BUSINESS

- A. Votes taken after Nonpublic Session on June 28, 2022

1.) Selectman Morin made a motion, seconded by Selectman Guessferd to hire Evelyn Hynes-Brock for the position of Assistant Town Clerk/Tax Collector, effective July 5, 2022, at step one (1) with a rate of \$19.03 per hour. Carried 5-0.

2.) Selectman Guessferd made a motion, seconded by Selectman Morin to adjust IT Director John Beike's salary from \$105,277 per year to \$107,910 per year, effective July 12, 2022. Carried 5-0.

3.) Selectman Guessferd made a motion, seconded by Selectman McGrath to amend the motion made at the Board of Selectmen's meeting of June 14, 2022 - motion by Selectman Gagnon, seconded by Selectman McGrath, and carried 4-0 "to hire Madison Merchant for the position of Firefighter/EMT in the Fire Department at the contracted salary of \$17.18 per hour (step 1) This assignment will be a nonexempt position in accordance with the International Association of Firefighters Local #3154." Adding that, after the conditional offer was made, Ms. Merchant was unable to meet the terms of the conditional offer, therefore creating an open position." Carried 5-0.

4.) Selectman Morin made a motion, seconded by Selectman Guessferd to hire Mitchell Rufiange for the position of Firefighter/EMT in the Fire Department at the contracted salary of \$17.18 per hour (step 1). This assignment will be a nonexempt position in accordance with the International Association of Firefighters Local #3154. Carried 5-0.

5) Selectman Morin made a motion to adjourn at 9:39 pm. This was seconded by Selectman Gagnon. Carried 5-0.

8. NEW BUSINESS

A. Londonderry Fire Radio Request

Chairperson Roy recognized Chief Buxton who said, Good evening Chairperson Roy and members of the Board of Selectmen. We're here this evening to bring the Board a request from our Londonderry partners. As you're aware we're coming to the end of our radio upgrade and the tower installations that have been taking place and we received a request from the town of Londonderry who would like to locate one of their resources actually on the tower to improve communications along the West Road area off of 102. I have attached a draft memorandum of understanding that they would like to see us entertain. It basically provides opportunity for us to have the ability to say no if they wish to upgrade. We're going to share costing if there's maintenance that needs to be done on the system. And if they wish to expand their footprint on the tower, they would have to get permission from us. Obviously, there was also under the radio equipment, you'll see there is a opportunity in there for us to say no based on interference. So they'll engineer the frequencies to make sure that there's no interference and impact on any of the radio systems. And remember that that is not only that is a both a Fire and a Police transmission site for the Town of Hudson. It will be what is called a receive site only. So it is basically set a set of ears on the West Road corridor for Londonderry in the back side of that hill. They need, some help there. That additionally provide an increased level of safety for our employees that operate over in that area also providing mutual aid.

It basically outlines the ownership and access to the site and they would be installing one independent microwave on the location. So I certainly am open to any additional questions that may have. I can tell you when they came forward with recommendations, we basically started talking about, you know, what they needed for space, what the impact was, and was there any availability for them to potentially give us a hand hardening the site? What do I mean by hardening the site? That is basically backed up by battery power? There is no generator on that location, which I think they thought there was when we're building the location, we haven't gotten to that portion yet. So we would certainly I think it would be within our scope to basically go back them and say, hey, if you're willing to give us a hand hardening the site and split the cost for the maintenance on your portions, we may be amendable to this, but that is just my suggestion to you as a Board.

Selectman McGrath was recognized and asked doesn't the DPW also have space on those? Chief Buxton replied, so the Public Works Department has what is called a single transmission site, which is actually on Merrill Hill. The Fire and Police Departments operate a simulcasting system for public safety, which is transmitted off of three different locations. So Merrill Hill, the Police Department, Public Works Facility on West Road and one fourth location now with your upgrade, which will be

Central Fire Station. So we went to a simulcasting system for public safety. And if you remember halfway through the project, we folded Public Works into that to improve their radio communication and their transmission site will be on Merrill Hill, which is where the Police Department is solely located today. Selectman McGrath then asked, so there won't be any kind of. I know that you, the Fire Department and the Police Department were having difficulty with the transmissions at some locations. Chief Buxton replied, yeah that's one of the engineered requirements is that they would be unwilling to locate their... if their frequency interfered with any of our transmission, either transmitting or receiving, that's an automatic no to the proposal.

Selectman Gagnon was recognized and said and to that point, interference isn't black and white. It screws up I think it would just be noise. So is there a level of noise you're willing to accept? I'm assuming that that level of noise will decrease your overall range, but it's not going to cripple the system. So saying you give us interference while they're always going to give you interference, but how much is damaging. Chief Buxton replied, yeah, but there are there are frequency ranges that play very nicely together and at least on face value, it appears that they are far enough away from us. When they went to the split band system, so they took all the bands and they split them in half and they created, you know, say at seven that turned into 14. Right. And then they kept splitting them to create more public safety channels. It appears that they're far enough away from us there'll be no crossover, which is very important, and there can be filtration that goes on that to get it down. But the reality is that that reduces to your point range that the radio signal can travel. So we're not really I would rather not entertain that. Selectman Gagnon replied, okay, and one small one, does this add? So obviously all electronics give off some kind of radiation. This is intentional radiation. Does this add to the overall radiation of the site to any kind of dangerous level? Chief Buxton replied, so the reality is they are not transmitting from that site. They're only receiving. So they're not putting anything out. They're just taking it. Selectman Gagnon replied, got it. Alright thank you sir. That's all.

Seeing no further questions from the Board, Selectman McGrath made a motion, seconded by Selectman Gagnon to approve the proposal and sign the Memorandum of Understanding between the Town of Londonderry and the Town of Hudson, subject to review of Town Council. Carried 5-0.

B. HPNHMA 2023-2024 Legislative Policy

Chairperson Roy recognized the Town Administrator who said, so the New Hampshire Municipal Association, NHMA, basically holds a legislative policy conference every two years leading into the upcoming legislative session. We're coming off the second year. So this basically is a predecessor to NHMA developing positions on various initiatives that they want approved or that they're recommending. You can see a list. One of them that came from us originally was the reduction of the abatement interest from 6 to 4% that went through this process. So NHMA does this conference in September. Typically, I've been representing the Town, I go represent the Town, and the Town designates me to act on the Town's behalf. You've got quite a bit of documentation here. There isn't any specific policy. What they're basically doing is saying, you know, we support this or we're not in favor of that. So if you look, they have committees, they have the General Administrative and Governance, they have the Finance & Revenue and they have one more. Where those committees work to develop either policy positions or positions in nature may, based on their member communities, wants to wants to represent. So in essence, what it is, is basically a conference where we towns and cities go and express our vote or our Yes, we agree with that, No, we don't agree with that. And the Board is free to submit a floor proposal. I think they're due by August 12. So if you had something that you wanted to submit. We submitted that that abatement reduction by a floor proposal. That's open to do. And should any floor proposals come in, they'll come back to this Board and I'll get your Do you support that or do you not support that? Because, quite frankly, you never know what you're going to get. But typically, NHMA is advocating on behalf of the municipalities, they're trying to represent our interests. When I say our interest, the collective towns and cities that they that they basically lobby for, so that we are we have a voice in some of the

legislative process. They're very, as you know, active in the legislation, the legislature. And so NHMA represents or purports to represent our interests. And this is how they figure out what our interests are. So that's sort of a big picture. I think this is probably the fourth or fifth iteration of this that I've been involved in. So they've opened it up to all the member communities to cast a vote. It could be the chairperson, it could be another designee, but typically it's me because it's during the day.

Chairperson Roy asked, does it anybody have any questions? Selectman Gagnon said and just to be clear, so you'll go there and if any, whether we put something down on the floor or another town, put something on the floor...The Town Administrator said, if another town puts up on the floor, they have to do it by a date specific. It would come here, we'd get a copy of it before. So if you want to take a position, you know, we're totally against that vote no when you get there or you know, that's fine, vote yes. Selectman Gagnon replied, thank you for that. And is there any other circumstances where you would just kind of vote in your own professional opinion without our input? Or is it always going to come back to us as a circle. The Town Administrator replied, without any further input if you're basically supportive in general, I would just assert your vote that you're that you're not opposed to any of this. So for some reason, you're opposed, as a group, to something that needs to be known. Selectman Gagnon replied, got it. And so forgive me, I haven't read all the details of this, but I think I would like to, if I want to give you that feedback and something stands out and I bring it to this board saying, I don't think I like this line item, can we talk about it and then give you guidance? The Town Administrator replied, that would be the Board's opportunity to articulate a position if you had something in particular you wanted to express opposition to. Selectman Gagnon asked, and when would that be due, sir? The Town Administrator replied, so the conference is in September, so it would have to be before September. Let me just be a little bit more specific. I think there was a date that was September 23rd is the conference. So you're talking before September 23rd? Selectman Gagnon replied, okay. Thank you, sir.

The Town Administrator then said typically, again, if you look at the majority of this, it's pretty much stuff that you've either seen or they're asserting, hey, we're supporting you, getting your rooms and meals, tax revenue or supporting you getting your gas tax revenue, because sometimes there's motions that get made to do things with that. We support you getting a share of the pension they should be getting from the state. They cut that years ago. NHMA lobbied and I believe got some restoration of the state contributing to our pension costs. Those are the kinds of things that we're talking about. They don't get it to the specific law. They get into kind of the broad picture. Selectman Gagnon replied, okay. All right. Thank you. That's all I have.

Selectman McGrath then asked, didn't you say it was due by August 12th? The Town Administrator replied, the floor proposal. So if somebody wanted to submit a floor proposal, something that was very specific, like we submitted a proposal for the abatement interest reduction that came from us. That's where that that's the genesis of that. That came as a floor proposal. So any floor proposal, whether it's from us or any other member community, I think they're due by August 12th so that they can turn around and redistribute it. Because when you're getting maybe that specific, you probably want to have a position on that and maybe it's benign and maybe it's something you really don't like. Any town with H should get this, you know, you want to be careful of that. So but if that was to come to fruition, I'd bring it back clearly. Selectman McGrath then said I read this, so I have no input.

Seeing no further questions from the Board, Selectman McGrath made a motion, seconded by Selectman Guessferd to designate the Town Administrator as the Town of Hudson's voting delegate at the 2023- 2024 New Hampshire Municipal Association Legislative Policy Conference in September 23rd, 2022. Carried 5-0.

C. NHDOT 10 Year Plan

Chairperson Roy recognized Selectman Gagnon who said thank you, Madam Chair. So this is fairly generic. But this came down from National Regional Planning Association, at one of their last meetings. They talked about the New Hampshire DOT is opening applications for the ten year plan. Now it's called a ten year plan, but it gets revisited, if I'm not mistaken, every two years for either adjustment or new projects. So I guess what I'm looking to ask my fellow colleagues here is do you or the department heads you oversee, have any potential projects that are new or old or want to be dropped or changed that we should discuss here and hand over to NRPC to bring to New Hampshire DOT. So you might not have anything, any ideas tonight but keep it in mind if you do or your department heads do you know we can. The Chairperson asked, when are those due? Selectman Gagnon said thank you, sir. I knew it was yeah, it was August, I believe. Chairperson Roy said August 5th. Selectman Gagnon said I have the email here. I can double check. I lost it. But anything that comes to mind to anybody? Any plans? Projects?

Chairperson Roy said can we just revisit it maybe on the 26th, if anybody else, if anybody does have something that they want to, they want to talk about and they have an opportunity to talk to the department heads and their committees and stuff and they want to, again, bring something up. Selectman Gagnon then said, and to that end, Madam Chair, I mean, I have an idea in mind. I've passed it to Mr. Groth. Him and both Jay Minkarah from NRPC said it was a pretty decent idea. So they're trying to work on kind of putting something together that I'll be bringing in front of this Board for your collective thoughts on that. And if you are amenable to that, we can pass that along. The general theory is that was a bike path for Hudson, nothing too crazy. But again, I'll be bringing that forward officially to you guys for discussion in another meeting or two.

Selectman McGrath then said so I would suggest that I don't know who has Land Use and Engineering, but I would suggest whoever is the liaison for that department needs to talk to Mr. Dhima because he covers the traffic problems. Selectman Gagnon replied, I can make sure I forward this email to him. I believe this. Chairperson Roy said I believe he was on it, the original one, if I'm not mistaken. Selectman Gagnon added, I believe he is. But I will reach out to him to make sure he has nothing pending for this. And that's all I had. Thank you, Madam Chair.

D. Revenues & Expenditures

The Town Administrator was recognized and he said so this is the end of the year. But understand, this is preliminary and it's unaudited. So as a matter of fact, you had a manifest in here tonight that you had more expenses that'll hit this, that'll hit these books. But as of this report, we spent 97.5% of the general fund budget. So, fairly close, but that will be adjusted because again, there were more expenses. There was a final trash bill. There are other expenses that will hit. It was a tight year, but we managed to come in in a positive fashion. Some of the reason why we underspent was Rec programs. We didn't run all the full Rec summer program last year, so I think there was about \$140,000 something with the Rec money we didn't spend. We saved quite a bit on the workers comp and the property liability last year because the record for the year before we were in the depths of the pandemic, our insurance premium was pretty low because we just didn't have the same amount of claims that we typically have. So that was about another geez, I think that was pretty close to \$92K for the worker's comp for \$42K for the property liability. So you can sort of see those things were more pandemic related. The continuation of some of that pandemic. Police and Fire had vacancies which if you take it in, totals about \$100K between the two of them.

On the positive side, and that's positive the real positive is we're 110% of the motor vehicles. So we still took in \$545,000 more than we budgeted. Still was pretty strong, all things considered. And building permits were \$78K over budget. So again, another strong year. So those revenues, whilst we don't spend it, it does go into the, it goes into our fund balance potentially. So you might have some flexibility down the road to either reduce the tax rate further or do a project or whatever. So

overall looks pretty good. But again, not completely final. And even when it's final, the auditors may make a couple of adjustments to pull expenses. Like I didn't get my final legal bill yet that'll get pulled into the year. So it's always tight. But we ended in a positive note, which is what you want. So I think I think it was a... it was a tight year. Departments really tighten the belt fairly early in the year so that they made sure that they came in and we were able to absorb, it appears, the earned time without having to dip into any fund as we had requested. So at this point I don't anticipate having to dip into that, but we had that just in case. So pretty positive.

Chairperson Roy said and we typically audited in August, our audit? The Town Administrator replied, the field work will start in August. So they will be here typically the first and potentially through the second week of August. So all their books have to get closed and everything has to get buttoned down so that the auditors can come in and they'll go through a payable manifest, they go to payroll, they go through all kinds of transactions. The Chairperson asked, and we're on track to be prepared for them to come in? To which the Town Administrator replied, Lisa and her team are working very hard to do that. Yes, it's a very... it's a very stressful time of the year. I lived through that many years back and it's quite stressful. Summer is not fun when you're in the Finance Department.

Selectman Guessferd then said I have a couple of questions regarding revenues. I'm looking at the sewer fund and I'm thinking it's probably just timing, but we got the collections of 52% versus....so is there bill, is there is there the recent bills people coming in to pay or how does that work? I'm just not...The Town Administrator replied, so this money's coming from capital reserve funds. If you look if you look at probably the third line from the bottom of this from capital reserve. Selectman Guessferd said the 1334. The Town Administrator said we have not recognized any of that yet. That means, as a matter of fact, I think you just approved something coming from the capital funds at the last meeting. That's typically an entry the auditors will make. If you look further up, like we were pretty close on our consumption charges, on our base charges, but those kind of adjustments, they actually write that onto the books. For us, it's one of the adjustment entries they make. Selectman Guessferd then said it would be the same thing with like the cable? The Town Administrator replied, cable is a revolving fund. So quite frankly that's revenue in and expenses out. Like EMS is no longer part of our operating fund budget. It's totally separate by the vote of the voters.

E. Budget Committee Requests

Chairperson Roy said we sort of started this discussion, the last meeting. I'll let Selectman Morin speak to where we are with. Selectman Morin then said what's taking place. The Budget Committee's making a lot of requests for information and as we voted last, last meeting to hold off, because the employees right now are busy and the Town Administrator can speak more on hours of what it's taken to get this. I understand they need to get their information, but some of the information, I'm not sure what it relates to their Committee. So that's what we've got to figure out, because we're putting a lot of time on our employees doing this and getting all this stuff together. When I don't know to where it's going to go and how it relates. It's getting it to get to be. I mean, Lisa Labrie, the end of the year she was getting it and I know she got an email the other day again asking for it and I know she sent part of it, but she doesn't have time to get it all together. And it just it's getting to be a drag on a lot of the employees, a lot of time being put into this. And we've got another one. Mr. Cole sent me an email while I was out last week and I can't find what his email is, so I've got to get back to him and find out exactly what the request was because Mr. Malizia didn't have it either. So I may have just put it in the file, but I've got to find it. Selectman Guessferd asked, the email from from Bill? Selectman Morin replied, yeah, it was on the 27th of June. Selectman Guessferd said because I may have that.

Chairperson Roy then said I have a question. Are they asking that sort of like new things be created solely for their....for them? Selectman Morin replied, at this time it's a lot of information. It's just a lot of information. And I can't find it. So I got I got to have them resend it. Selectman Guessferd then said and there's a meeting tomorrow night, correct. To which Selectman Morin replied, no. It's cancelled this month.

Selectman Guessferd replied, alright, so we still have a little bit of time. Selectman Morin replied, and I understand they have the right to information, but we got to kind of take the load off our employees, too, because and again, Mr. Malizia can speak to that. Chairperson Roy then said right. I mean, this is particularly for the Finance folks. This is a very busy time of year. I don't know that adding to that without knowing the reasoning, you know, what are they what are they looking for the information for. You know. Selectman Guessferd said what is that going to help them do in terms of their mission. The Budget Committees analyzing of the budget. Chairperson Roy said right. Right. And I look at things like grants, which I understand the point. If we're getting a grant that that does it. It's my understanding you can probably correct me if I'm wrong, but that we still, even if we get a grant, we still need an appropriation to go. The Town Administrator replied, you gross up the budget if you get an unanticipated grant. If we know we're going to get a grant, we'll put it in the budget. But if we don't know that you gross up the budget and you expend against that that appropriation. We get single audited. We have more than I think the number is either 500,000 or 750,000. So every year our auditors come in, they specifically look at just grants. So schedules get prepared for just the grants, whether they're all fully prepared. Right this second, I can't tell you. We have all the data, we have all the information, but it may not be in the schedule. They will get it and they will. We always want to work with everybody. We want to make sure they get the information. Chairperson Roy replied, understood. The Town Administrator explained, sometime the timing is just a little difficult because it's not just sitting there. You sometimes have to put it in a format that maybe somebody else understands and it makes sense.

Selectman Morin then said and let me make it clear, the school, the school is getting the same. Mr. Gasdia added, yeah, we're getting we're getting the same type of requests. I know our Business Administrator is working like crazy to get to get the responses. And so, again, it's the timing of it. You know, it's know same thing. Our year ends June 30th. We have a new superintendent. There's a lot going on, but we're working on it.

Chairperson Roy said yeah, yeah. I think we just have to figure out what the balance is. Right? Because. Because our employees are really here to serve all as citizens, not a specific board or committee. Right? So how do we balance them being able to do that without overwhelming them and getting their job done to do that? Selectman Guessferd then said, yeah, I mean, if there's a specific purpose which they haven't really stated...Selectman Morin interjected saying, no they know the stuff that we provided was just information at this point where, where it's going to be in the final. I don't know if they're going to use it at budget time or not; that I can't answer. I'm going to assume they're going to use it at some point. Selectman Guessferd responded, well, you would think that that's where they're heading with it, right? Is their analysis of the budget, especially with grants, right? Well, you're spending all that money, could you, you know, could you take something out of the budget that you would and use it under a grant. You know that sort of thing. I think that's where they're heading with it, I'm not sure, but I think they need to state that. They need to specifically state this is what we're, where we're heading with this and we'll help them as much as we can, as much as we're able.

Selectman Morin then said basically what I'm understanding, if the Board all agrees with what Selectman Guessferd just said I send an email requesting that, exactly what they're going to need it for... Chairperson Roy said ask them for the purpose. What is the purpose of their interest? I would say. Selectman Guessferd said what is their mission. Right? Right. I would say it is a general thing. Like when you make a request, please state the purpose for the request. Instead of every time you get an email, you email them back and say, you know.

Selectman Gagnon then said and I'm listening to everything here. And, you know, it's tough because some of the residents may think the Budget Committee has a job to do. You know, they need to balance and check us and they're a separate board. So, you know, the Budget Committee may say we don't need to give you a purpose. We have a task to do. I'll give you my oath of office, I guess. But I guess I reach out to the Budget Committee and say, look, if you you know, we need mutual respect here no matter what's going on. You know, if you can let us know what you're what you're interested in, we'll do our best to try to find that for you. But if you don't trust us and you don't want to tell us your purpose and ask us blanket requests, then we're here to to question where are you

getting at? And it just keeps the maybe mistrust, maybe it's just too strong a word going. So I guess, just in all due respect, if we could just if they could give us their purpose, we will try to find them what they need.

Selectman Guessferd then said and understanding the timing and the time that our employees have to spend to put this information together, when some of the information, I think is already pretty much is kind of there. Chairperson Roy then said or available publicly. Selectman Morin said it's just public information and a lot of this stuff they can find. Selectman Guessferd said right to know. We just don't want their being busy work that takes our employees away from what they're doing with their job description and duties.

Selectman Morin said that's the only concern and that's been the problem is the time that it's been taking and again, the end of the year when we got well, we got one. And I know there's a second one that I got to find out. You know, she was very busy doing all that and hey, we're trying to find all this other stuff. Selectman Guessferd replied, right. Chairperson Roy then said and, you know, I guess, quite frankly, if if the Finance Director doesn't have the time to do that, then then we need to push back a little and say, hey, you know, she she can't get it to you by this date, but maybe she can get it to you by this date because there's, you know, audits going on and end of year stuff and all of those, those things. So it's not like a no no, but it is like like we need.

Selectman Morin replied, and to your point, they're not having a meeting this month. And like I said, I just got an email where's the information. Well we're not going til August anyway, so. Chairperson Roy said don't worry about it. Selectman Guessferd said we're working on it, right. Chairperson Roy then said Yeah, yeah, yeah. You know, like I said, we just they're not there to fill the service of one board right by us or the Budget Committee of the Planning Board or any of that. Selectman Morin replied, okay, thank you. Chairperson Roy responded, you're welcome. Can you please cc me or bcc me on that email? To which Selectman Morin replied, yeah. And as soon as I figure out what that other one is, I'll let you know what it is.

Chairperson Roy asked Selectman McGrath, do you have anything? To which Selectman McGrath replied, I have nothing. I was going to make a point, but it's kind of got lost in the discussion.

9. Board Liaison Reports

Selectman Gagnon: To be honest, I don't think I have much for you tonight at all other than the NRPC ten year plan. I don't remember seeing too much action with the Chamber of Commerce other than, you know, they do have activities and events going on. Take a look at their website Sustainability Committee. I haven't joined since our last meeting, so no update for that and no other major item. So pretty light tonight.

Selectman Guessferd: A couple of things. Let's see I think first last night the Cable Committee met we hadn't met for a couple of months, as I mentioned last time. We're working on updating the bylaws and the of the committee. But the biggest thing right now and we're going to see it here soon, it may be as soon as next meeting, maybe the one after is the the Comcast contract is going to be up for renewal. It's actually past renewal. And the big the big the big two big things that are happening with that is the Comcast is going to add an HD channel for us. We're going to have to be our fourth channel. So that's the good. That's good news there as well. Should be able to enhance our programming, maybe allow for some more real time live sort of things that are going on. The other item on that that's we've we've really been talking about for a while is upping there's a 4% right now fee, that user fee that is in the contract and the maximum you can do through FCC regulation rules is five is 5%. So that funds 80% of that funds the cable, the cable stations. So that's the money that they use and the revenues that they have that enables them to essentially operate. So where

given the growth of that of that department, of that unit entity, we've were amping up the 5%. Comcast has no problem with that. And so in the end, we've negotiated that. We've had a couple of meetings with them with Comcast. And so the contract is almost ready for primetime for take out all the all the the red lines and and for final review. So we are going to see that soon. Like I said, it could be as soon as the next meeting, but that's again, that will need bit more of that money. And the other part of that is the other 20% goes into the Town General Fund. So we do get we do get some revenue from that as well. And it's only charged to Hudson resident subscribers and only the cable portion of the bill is where that is charged. So that's what's going on with the cable.

Planning Board has been reviewing some smaller projects, some things going on. We are going to be having another workshop very soon to continue to work on the regulations and then new regulations to continue to make them a little bit more straightforward and easier to use for those folks that are coming in for applications, etc.

And the only other thing is Rec Department continues to run their summer program. Things are going well there. I think they're in their third week now and they're things are going well with regard to other things that are going on. Senior center, lots of programming going on with the senior center, things like corn hole, walking clubs, things like that. So there's good things happening there. Bingo's returned. Everybody's happy with bingo. So that's all good. Fall soccer there. It's the signups are registrations are pretty much over but you can still get them in get them in late. Softball great. And leagues are going great. Men's and women's and the summer program, like I said, it's it's going pretty well. So Rec Department continues to do great things as well and moving forward in through the summer. So that's what I got.

Selectman McGrath: I don't really have anything the Municipal Utility Committee didn't meet since the last time I gave you a report. The Police Department, they have a couple of sensitive cases. And I'm not I don't feel I feel that I should bring that up at all. I don't want to put them in a difficult spot. And I think that's just about it.

Selectman Morin: Conservation, they have a draft policy for land access to the town forest. They made a few changes to it last night and they're going to send it off to the Town Attorney to get approval. And then it will come here in front of us, Merrill Park. They had a discussion back in 2020. There was a plan to do the I want to say boat ramp. It's more of a kayak ramp than a boat ramp to fix the steps going down and make it wider for the Fire Department to get their boats down there. So they voted last night for \$10,000. They're going to go to the Planning Board, see if there's any Rec money to talk, any of the guardrails along the river's edge. And if it's going to cost too much due to the way wood is right now, they'll get some big boulders from the landfill, put those so people can't go off the edge and and fix those steps and things of that nature.

While we're on that, I received an email from a resident today who took a walk in Merrill Park, and when I got there to meet with them, a police officer also showed up. We took a walk down to where the trees were cut and they had built benches out of those tree stumps and they had put that new plastic wood on there. So they have nice seats. Somebody set them on fire. Chairperson Roy said well, it was very nice of them. But again, a couple of issues other than the fact that they set them on fire, they. Selectman Morin said set them on fire. And then there was another area where there was a campfire down there. So police took a report and now they're going to do direct patrols down there and try to find, you know, we got we got to basically catch them in the act if they're quiet. But they did light the bench, one of the benches on fire. So the police are working on that. And a report was taken.

The Conservation Committee is looking to have a new logo. So they're going to start a competition to have somebody design one and then they're going to pick a winner. They're going to advertise it at Old Home Days at their booth, and they're going to start it. You should be receiving something, Gary, reference to having the schools, the kids participate in that so that they will officially start when

school starts to October 31st. And that's when they'll pick the winners. And the last thing is, the August meeting was canceled. That's all I have. There's no Budget Committee.

Chairperson Roy said Benson's Park. Selectman Guessferd said we have a roof. Chairperson Roy said we do. Yes. It looks really nice. Selectman Morin said the rest of the barn doesn't but the roof looks good. They did a great job. The Town Administrator said they did a great job. Water tight. And they did a great job. We actually got the small front part. I mean, they did a superb job. Selectman Morin said and I think there was only 3800. The Town Administrator said only \$3,800 dollars in plywood. And actually, if you recall, where the metal was that was where the cupola was. There was nothing underneath the metal. Chairperson Roy said so it was open? To which the Town Administrator replied yeah, it was just the metal fastened to the rafters. There was nothing which is probably where the water was coming from. So now that's been resolved. It looks. Great. Selectman Morin jokingly said I think if anything happens, at least we'll have a nice roof.

Chairperson Roy then said and then there seems to be a lot of activity at Benson's Park. I've seen a lot of concerts. Selectman Morin said that's mostly through the Friends of Bensons. So not the Committee. Selectman Morin then said oh, and the bridge is gone. Chairperson Roy said Yeah. Yeah, it was stolen, from what I understand.

Chairperson Roy: So even though they won't, they didn't meet since our last meeting. I'll talk about the Library a little bit. They have a full summer program. Also, they offer museum passes. They have a reading challenge, they have a concert series. They have all kinds of things that for all ages to participate in. So if you're looking for something that's inexpensive and and fun, you can go to the Library and they probably have something that fits your age group in your demographic. And that's all I have.

10. Remarks by Town Administrator

We already talked about the Haselton Barn. For those who haven't been there, the Transfer Station is almost complete. It was paved last week. So if you go in, you'll see an excellent product. I went over, looked at everything the walls, the bowl yards, the paving. It's going to be great for the residents when they go in and use it. The way they're going to orient the dumpsters. It's going to be able to service more customers at a time. So any delays or any of the long lines should really be mitigated with what they did. So it's come out great. It's not finished. They haven't done the lines yet, but they're real close to being done.

And just a real quick thing, the police facility renovation bids are due Friday, so we would anticipate getting those bids all in on Friday. We've got the money, we've got the bond and all that. So now let's get the bid the team will have to work through and figure out what's the best value for the town. But they are due Friday and that's it.

11. Remarks by School Board

Very quick update tonight. New superintendent started July 1st. Hit the ground running. They've had a lot of meetings with the cabinet. They had a whole meeting today to start thinking of the next year and get an assessment of how things are going and where we can go in the future. And he sent out his first communication to the public today. All anyone in the system got an email. It was also available on the Facebook page and on the website. So we're off to a good start. That's it.

12. Other Business/Remarks by the Selectmen

Selectman McGrath: I have nothing.

Selectman Guessferd: Hope everyone had a great 4th. Enjoy your summer!

Selectman Gagnon: And just really simply actually to add on to your library access and the options they offer. Myself, as someone who works from home and during the summer and wants to travel and enjoy the outdoors, the Library offers numerous, I think for now, wireless hotspots that are cellular hotspots for free. You can pick them up, they pay the cellular service and it allows you to for me to go camping with my my family and still do work out in the woods. So a great option to think about this summer. But that's it. That's all I have.

Selectman Morin: Nothing else tonight.

Chairperson Roy: So the only thing I have is Old Home Days is coming up. I think its August 11 to the 14th. I am looking forward to judging the cow pie bingo so that is all I have.

13. Nonpublic Session - there was no nonpublic session held.

14. ADJOURNMENT

Motion to adjourn at 7:58 p.m. by Selectman Morin seconded by Selectman Guessferd. Carried 5-0.

Recorded by HCTV and transcribed by Jill Laffin, Executive Assistant.

Kara Roy, Chairperson

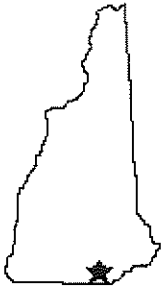
Bob Guessferd, Vice Chairman

David Morin, Selectman

Marilyn McGrath, Selectman

Brett Gagnon, Selectmen

Agenda
7-26-22



TOWN OF HUDSON

Board of Selectmen



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

7A

July 21, 2022

To: Board of Selectmen

From: Right to Know Committee

Re: Right to Know Policy - Second Draft

The Right to Know Committee would like to meet with the Board of Selectmen at their July 26, 2022 meeting to review the updated draft of the Right to Know Policy.

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

HUDSON NEW HAMPSHIRE'S
Right To Know Policy, Procedures, and Forms

Release Date:

July 2022

The purpose of this policy is to ensure both the greatest possible public access to the actions, discussions and records of all public bodies, and their accountability to the people. In the end, all actions must be made with just intentions and never intended to circumvent the spirit of the law.

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

Table Of Contents

Section 1.0 - Overview

- 1.1 Purpose
- 1.2 Scope of the policy
- 1.3 Legal Definitions
- 1.4 Overview of the Regulations

Section 2.0 – Requesting Information

- 2.1 Requesting Information
- 2.2 Gathering and Organizing Information
- 2.3 Completing a Public Information Request
- 2.4 Applicable Costs

Section 3.0 – Other helpful references

- 3.1 Local storage and data collection policies
- 3.2 Town Email policy
- 3.3 Training Resources
- 3.4 Local Contacts (contact hierarchy tree to a single point of contact)
- 3.5 State contacts
- 3.6 Judicial appeals and legal escalations

Addendum

- Attachment 1: Town RTK Request form

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

Section 1.0 - Overview

1.1 Purpose

This policy is intended to guide both town personnel, and town residents to effectively and efficiently handle Right To Know requests and any requests for public information (regardless if the request references NH RSA 91A or not). Furthermore, this policy should help avoid any violations of the law whether unintentional or unknown by those associated with such a request. This document serves as a guidance policy and should not be considered a town ordinance or regulations of legal weight. It is recommended that all parties familiarize themselves with the actual law as written under NH RSA 91-A.

- a. This policy is designed to help outline what steps must be taken by the town hall and other town employees to adequately meet the requirements of the state regulations around public information requests.
- b. This policy is also designed to clarify how a Right To Know request should be submitted and received by the interested parties while also outlining proper expectations.

Overall, the town seeks to balance openness and transparency with confidentiality and privacy (in accordance with RSA 91-A) all while trying to be efficient with staff time and town resources.

1.2 Scope

This policy and the subsequent NH state statutes apply to *Governmental Records* maintained by *Public Agencies* and *Public Bodies*. Specifically to Hudson, this would include but is not limited to; Hudson NH governmental meetings, quasi-governmental meetings, subcommittees, and town departments.

Right To Know requests can only be completed by legal New Hampshire residents as these regulations and rights given by both the NH constitution and the revised statutes annotated apply only to those who permanently reside in the state.

Non-Public exemptions; there are exemptions to the regulations in which information can be considered *Non-Public* and is not subject to release upon request. If the information being requested is protected under non-public exceptions it should be clearly explained to the requesting party. For further details on these exemptions please see NH RSA 91-A3.

General Exemptions: There are other general exemptions to the regulations that should be known under RSA 91-A5. These exemptions include but are not limited to, draft notes, any notes or materials made for personal use, attorney-client privilege communication, information recorded by body worn cameras on police officers, cyber security plans, school records of minors, and similar information.

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

1.3 Legal Definitions

"Advisory committee" means any committee, council, commission, or other like body whose primary purpose is to consider an issue or issues designated by the appointing authority so as to provide such authority with advice or recommendations concerning the formulation of any public policy or legislation that may be promoted, modified, or opposed by such authority.

"Governmental proceedings" means the transaction of any functions affecting any or all citizens of the state by a public body.

"Governmental records" means any information created, accepted, or obtained by, or on behalf of, any public body, or a quorum or majority thereof, or any public agency in furtherance of its official function. Without limiting the foregoing, the term "governmental records" includes any written communication or other information, whether in paper, electronic, or other physical form, received by a quorum or majority of a public body in furtherance of its official function, whether at a meeting or outside a meeting of the body. The term "governmental records" shall also include the term "public records."

"Information" means knowledge, opinions, facts, or data of any kind and in whatever physical form kept or maintained, including, but not limited to, written, aural, visual, electronic, or other physical form.

"Public agency" means any agency, authority, department, or office of the state or of any county, town, municipal corporation, school district, school administrative unit, chartered public school, or other political subdivision.

VI. "Public body" means any of the following:

- (a) The general court including executive sessions of committees; and including any advisory committee established by the general court.
- (b) The executive council and the governor with the executive council; including any advisory committee established by the governor by executive order or by the executive council.
- (c) Any board or commission of any state agency or authority, including the board of trustees of the university system of New Hampshire and any committee, advisory or otherwise, established by such entities.
- (d) Any legislative body, governing body, board, commission, committee, agency, or authority of any county, town, municipal corporation, school district, school administrative unit, chartered public school, or other political subdivision, or any committee, subcommittee, or subordinate body thereof, or advisory committee thereto.
- (e) Any corporation that has as its sole member the state of New Hampshire, any county, town, municipal corporation, school district, school administrative unit, village district, or other political subdivision, and that is determined by the Internal Revenue Service to be a tax exempt organization pursuant to section 501(c)(3) of the Internal Revenue Code.

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

1.4 Overview Of The Regulations

Below is an unofficial and unmaintained outline of the sections within NH RSA 91-A for reference. Please navigate to <http://www.gencourt.state.nh.us/rsa/html/vi/91-a/91-a-mrg.htm> for the most up-to-date information and any changes to the regulations.

RSA 91-A:1 Preamble

RSA 91-A:1-a Definitions

RSA 91-A:2 Meetings open to Public

RSA 91-A:2-a Communication Outside Meetings

RSA 91-A:3 Nonpublic Sessions

RSA 91-A:4 Minutes and Records Available for Public Inspection

RSA 91-A:5 Exemptions

RSA 91-A:5-a Limited Purpose Release

RSA 91-A:6 Employment Security

RSA 91-A:7 Violation

RSA 91-A:8 Remedies

RSA 91-A:9 Destruction of Certain Information Prohibited

RSA 91-A:10 Release of statistical Tables and Limited Data Sets for Research

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

Section 2.0 – Obtaining Public Information

2.1 Requesting Information

RSA 91-A4:1 - "Every citizen during the regular or business hours of all public bodies or agencies, and on the regular business premises of such public bodies or agencies, has the right to inspect all governmental records in the possession, custody, or control of such public bodies or agencies, including minutes of meetings of the public bodies, and to copy and make memoranda or abstracts of the records or minutes so inspected, except as otherwise prohibited by statute or RSA 91-A:5."

Requests for records that can be immediately released

Note: Records for immediate release are considered to already be available or easily accessible and currently meeting or have met the requirements of RSA91a.

- a. Requestors should first make a reasonable effort to find the information they seek on the Town website HudsonNH.Gov. By using the Search feature, most past meeting minutes, meeting packets and meeting recordings can be found. Additionally, information on town events, activities, projects and similar may also be found on the town website. When requested, information is not directly accessible on the town website, the requestor should follow process below to request the information.

Request for records that require additional support and resources to provide

- a. All requests for information should be submitted to the Town Administrator's Office in order to provide a single point of contact for requestors. This process will allow the town to efficiently and effectively disseminate the request to all applicable parties with the intent to meet the legal timeframe in which requests need to be responded to.

Note: The exception to the above recommendations is that all law enforcement records requests must be provided to the Hudson Police Records Division as they have their own legal standard for information release.

- b. The completion of an application is not legally required to request public information, but it is highly recommended that the requesting party complete a request form (Hudson NH Right to Know Request Form) ([HYPERLINK THE FORM](#)) for town employees to accurately provide timely information to requestors. Reference the addendum to this policy for more details on the application process.

Note: If the requestor does not complete the form, the department taking the request should do so on behalf of the requester ensuring that the information that is being requested is clearly captured and understood to allow completion of the Right to Know Request.

- c. To confirm the accuracy of the request and to start the timeline as outlined in RSA91-A, it is highly recommended to have the requesting party sign and date the application before submitting it for the processing of the request.

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

Note: The individual in receipt of the request should make sure to inform the requestor that the details of the request must be considered

- d. Once an application and/or request has been officially received by the Hudson NH Town Administrator's Office, the public body associated with the request has five business days to complete the said request, deny the request or provide a written statement of the time reasonably necessary to determine whether the request shall be granted or denied and the reason for the delay.

2.2 Gathering and Organizing Information

- a. Upon receipt of the request by the Hudson NH Town Administrator's Office, a representative from said office shall forward the request as applicable to the department and agency associated with the requested information.

Note: If the department or agency in question utilizes a digital platform that retains the records associated with the RTK request, the Hudson Informational Technology (IT) Department should be the lead department on gathering and providing said information (assuming they have the proper clearances). This recommendation is to balance the rights of the requestor with the availability of resources of the department or agency being requested to provide information and will provide consistent data production for Right to Know Requests.

- b. Either the department associated with the RTK request or the Informational Technology (IT) department, if determined to be the more effective resource, should make every reasonable effort to search and collect all information within the scope of the request, including but not limited to archived information, information both on the digital servers and electronic storage devices as well as information that may have been accidentally or unintentionally transferred between personal emails/accounts by public officials or staff if there is reasonable evidence to assume such.
- c. Information collected for the Right to Know request shall be provided to the requestor in its native format in which it was originally created. This will require no additional time or resources to convert documents and will provide all original information associated with the information that was requested and provided to the requestor.

NOTE: Native Format files will provide file creation date, author, modification dates, date email was sent, original attachments to emails and other relevant data that would be helpful to Right to Know requestors.

Information gathered and produced by a town body shall be submitted to the Town Administrator's office to compile, provide the information to the requestor and complete the Right to Know requestors.

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

2.3 Completing a Public Information Request

- a. Information that has been gathered should be organized and presented to the requestor, but it should be known that there is no legal obligation for the public body "to compile, cross-reference, or assemble information into a form in which it is not already kept or reported by that body or agency"
- b. Right To Know information shall be provided to the requestor in the in the native format that the information was originally created. The information can also be provided in the following forms if requested by the requestor.
 - a. Printed on paper
 - b. Emailed back to requestor: limited if requested files are too large to send
 - c. Loaded onto a Universal Serial Bus (USB) Hard Drive

Note: Reference section 2.4 to see associated costs with each option when applicable

- c. Any information produced in response to a Right to Know request per RSA 91-A will be copied (if provided in a paper format) and kept in a separate file in the Town Administrator's office along with the corresponding Right to Know request form (Attachment 1), electronic files will be stored on a town file server with a copy of the Right to Know request form.

Note: This historical list of RTK requests can be cross referenced and leveraged when requests come in for the same information allowing for immediate release.

- d. If the town is unable to make a governmental record available for immediate inspection and copying, the Town must, within 5 business days of a request, make such record available, deny the request in writing with reasons, or furnish written acknowledgment of the receipt of the request and a statement of the time reasonable necessary to determine whether the request shall be granted or denied (the Right to Know Form should be used for this purpose).
- e. "A public body or agency denying, in whole or part, inspection or copying of any record shall provide a written statement of the specific exemption authorizing the withholding of the record and a brief explanation of how the exemption applies to the record withheld."
- f. Nothing in the law required the Town to provide information to an out-of-state individual. See McBurney v Young, 569 U.S. 221 (2013). Requests from out-of-state individuals will be reviewed and analyzed on a case- by-case basis.
- g. In line with the spirit of NH RSA 91a, governmental agents/agencies should strive to assist the request as much as reasonably possible to reinforce trust, openness and cooperation. Town personnel and/or the individuals who received the RTK request should take reasonable steps to inform the requestor of any other associated records in which may be applicable. This is based on the assumption that town employees and/or governmental agents know more about town records than that average resident.

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

2.4 Applicable Costs

a. If permitted by law, the individual requesting a copy of governmental records will be charged the actual cost of providing said copy.

a. New copies of paper records will cost the posted public rate as seen in Hudson Town Hall. Paper documents which have already been copied and are available at the time of the request shall not be charged for.

b. If the governmental agency provides the Universal Serial Bus Hard Drive, the cost to supply said device will be transferred to the requestor

c. Requests for information to be emailed, will be free of charge, unless extenuating circumstances cause the town to incur an unreasonable cost in which case, the cost will be transferred to the requestor

Note: Fees forwarded to the requestor should be a direct transfer of actual costs. No additional profits should be included by the town or governmental agency.

d. If a computer, photocopying machine, or other device maintained for use by a public body or agency is used by the public body or agency to copy the governmental record requested, the person requesting the copy may be charged the actual cost of providing the copy, which cost may be collected by the public body or agency.

e. No cost or fee shall be charged for the inspection or delivery, without copying, of governmental records, whether in paper, electronic, or other form. Nothing in this section shall exempt any person from paying fees otherwise established by law for obtaining copies of governmental records or documents, but if such fee is established for the copy, no additional costs or fees shall be charged.

f. In the same manner as set forth in RSA 91-A:4, IV, any public body or agency which maintains governmental records in electronic format may, in lieu of providing original records, copy governmental records requested to electronic media using standard or common file formats in a manner that does not reveal information which is confidential under this chapter or any other law. If copying to electronic media is not reasonably practicable, or if the person or entity requesting access requests a different method, the public body or agency may provide a printout of governmental records requested, or may use any other means reasonably calculated to comply with the request in light of the purpose of this chapter as expressed in RSA 91-A:1. Access to work papers, personnel data, and other confidential information under RSA 91-A:5, IV shall not be provided.

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

Draft

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

2.5 Changes to this policy

- a. Changes to this policy can be presented by either the governmental agency or the public.
- b. Changes that align this policy with new or updated language as seen in latest revision of NH RSA 91a will not require a public hearing. All other changes must hold a public hearing in order to allow input by the public and to further support the transparency, honesty and openness of the local government.
- c. Changes should be presented and/or discussed during a regularly schedule Board of Selectmen's meeting or other properly noticed and authorized Hudson Committee specifically dedicated to Right To Know topics. (i.e Right To Know Committee)

Draft

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

Section 3.0 – Other Helpful References

3.1 Local storage and data collection policies

- a. Municipal records shall be retained in accordance with N.H. R.S.A. 33-A:3-a.

3.2 Town Email policy

- a. RSA 91-A:4, VI requires that records pertaining to lawsuits or threatened lawsuits be retained for at least 10 years. RSA 91-A:9 prohibits the destruction of “any information with the purpose to prevent such information from being inspected or disclosed in response to a request under this chapter.” The Town may have its own separate retention periods. It is recommended that the Town include the following in the email policy: Never use email or other communication outside a meeting to express ideas, concerns, opinions, etc., on matters related to the business and duties of your public body.
- b. Use an administrative person (i.e., someone who is not a member of the public body) to send an email to members of a public body if you have that option.
- c. Put the recipients' email addresses in the BCC line of the email to prevent the possibility of “Reply All” and creating a discussion among a quorum of the public body.
- d. Always use official email addresses issued by the municipality, school district, or other governmental entity for communicating town business, because such communications constitute governmental records that will be subject to disclosure.
- e. Leave discussion and deliberation of official matters for a public meeting, a properly held nonpublic session, or a proper “non-meeting,” as discussed later in this chapter.

(make note about the liability incurred when an elected official or volunteer uses their personal email. A resident may go to court to subpoena that private information causing both the town and the individual a costly legal expense)

3.3 Training Resources

- a. The Town Administrator will ensure that respective Town Departments have access to 91-A training resources and stay current with developments in the law.
- b. The Town Administrator will ensure all email users are provided email training to ensure compliance with email use

Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

3.4 Local Contacts (contact hierarchy tree to a single point of contact)

- a. Town Clerk - The Hudson NH Town Clerk will be designated the Right to Know Officer. The written request will be submitted to the Town Clerk's Office pursuant to RSA 91-A; the Town of Hudson has established a "Right to Know Request Form" that may be used to submit requests. The Town Clerk will respond to the requestor within five business days and will distribute the request to the appropriate Town department, board, commission, or staff for timely completion of the RTK request. The Town department, board, commission, or staff will submit the information gathered to the Town Clerk when it is complete. The Town Clerk will combine all gathered information and provide this to the requestor to fulfill the RTK Request.
- b. Town Attorney – The Town Attorney may review records to ensure confidential information that is not subject to RSA 91-A is protected from disclosure.

(make note to remove all town attorney contact info from any information being requested so that residents don't reach out to the attorney directly)

- c. Department Heads / Staff / Board Members / Commission Members – Department heads, staff, board, and commission members will acknowledge that they have received a Right to Know Request to the Town Clerk via email (*do we put a timeline here? Within 5 business days of receiving the request*). The members will provide all records to the Town Clerk in their original format when the request has been completed. Staff members shall request assistance from the Town Clerk or Information Technology Director for assistance with information retrieval to ensure the information provided to fulfill the Right to Know Request will comply with RSA 91-A
- d. Information Technology Director – The Town Information Technology Director shall provide all information that is stored on email servers, archive servers, and file servers in their native format for all Right to Know Requests to ensure compliance with RSA 91-A.
- e. Town Administrator – The Town Administrator shall ensure that the Right to Know Policy is current and maintained to ensure compliance with RSA 91-A. The Town Administrator shall establish a schedule to review the Right to Know Policy yearly and provide a report for inclusion in the Hudson NH Annual Report.

3.5 State contacts

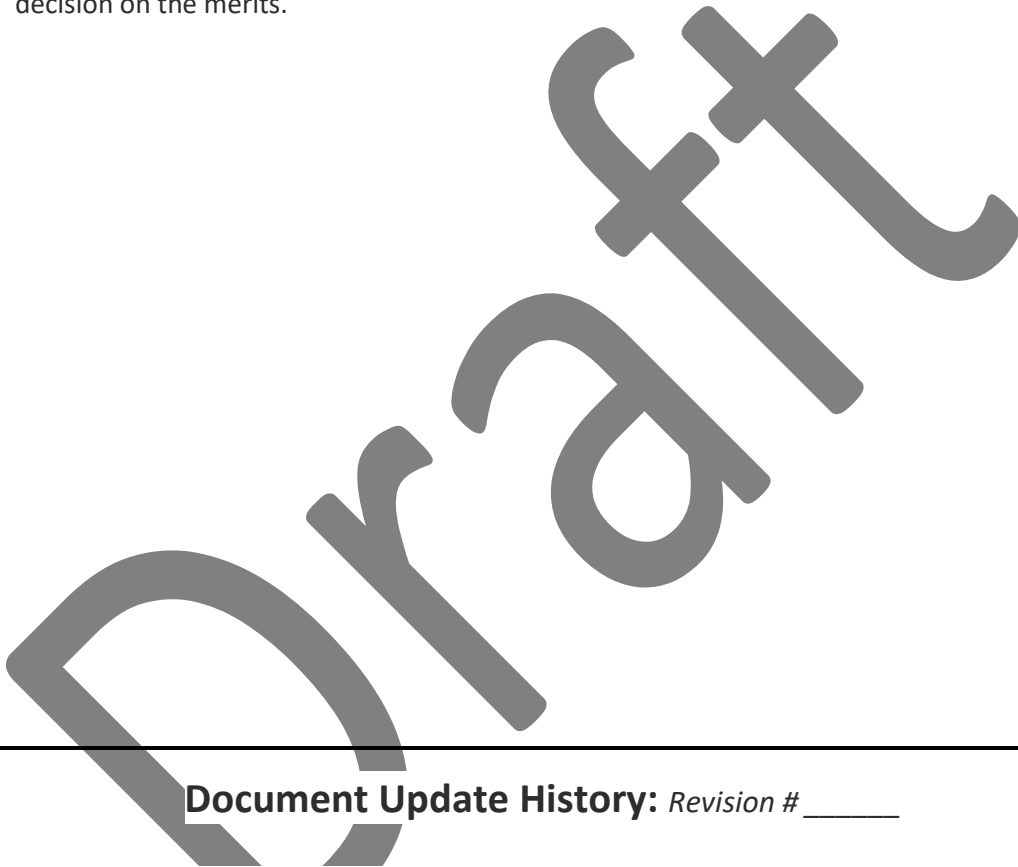
- a. New Hampshire Municipal Association – The NH Municipal Association provides guidance to NH Cities and towns on Right to Know Laws and Regulations.
- b. NH Attorney General – The NH Attorney General has provided a Memorandum on New Hampshire's Right to law RSA Chapter 91-A. Hudson NH shall ensure this Memorandum is available to all employees, board, and committee members to ensure Right to Know Requests comply with the Attorney General's Memorandum.

Attachment 2: Hudson New Hampshire’s Right To Know (RTK) Denial Template

3.6 Judicial appeals and legal escalations

- a. NH Superior Court – Right to Know Violations may be appealed to the NH Superior Court.
- b. NH Supreme Court - Right to Know Violations may be appealed to the NH Supreme Court that fail at the NH Superior Court.

The Statute provides an immediate remedy in Superior Court, where the case is given “high priority on the court calendar.” RSA 91-A:7 A Superior Court ruling on a petition for access is deemed a final judgment, which may be appealed as of right to the New Hampshire Supreme Court. An appeal must be filed within thirty days of the date on the clerk’s written notice of the decision on the merits.



Document Update History: *Revision #* _____

Last input from Hudson Right To Know Committee: _____
Day / Month / Year

Last Input from Hudson Board of Selectmen: _____
Day / Month / Year

Last Input from Town Department Heads: _____
Day / Month / Year

Last Input from Residents (i.e Public input): _____
Day / Month / Year

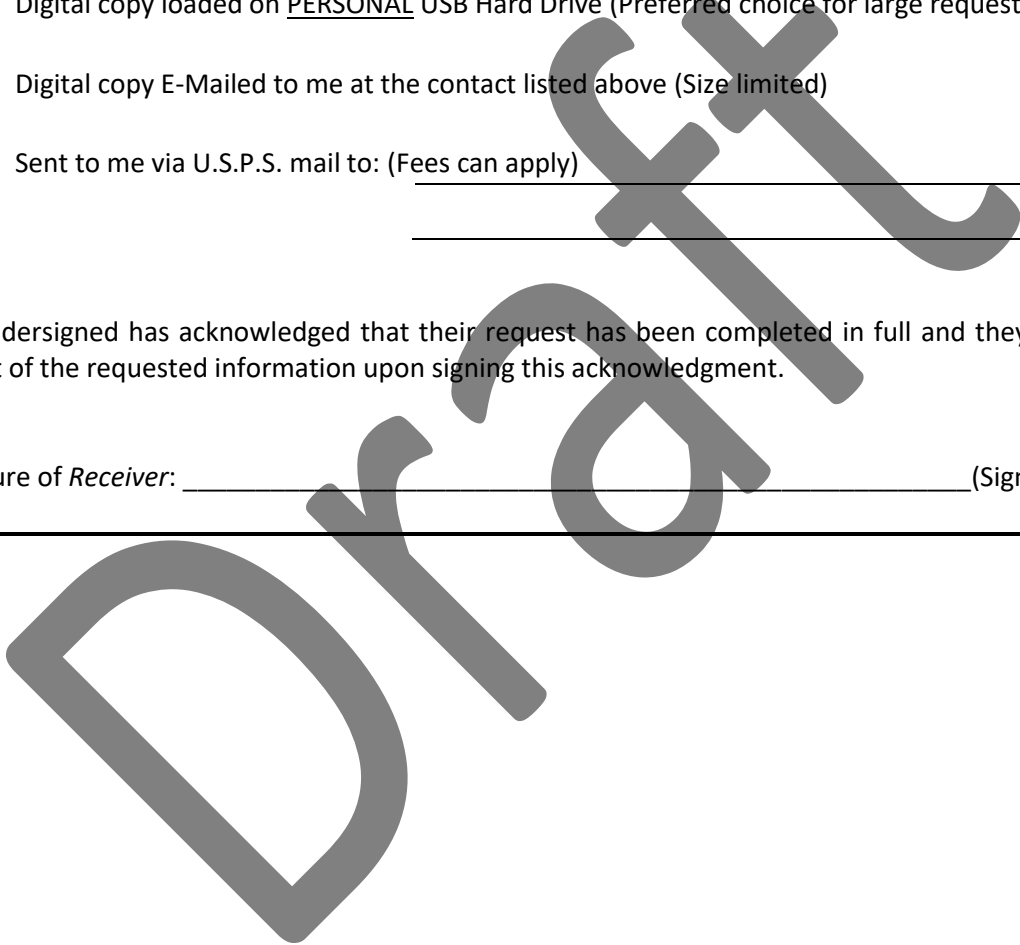
Attachment 2: Hudson New Hampshire's Right To Know (RTK) Denial Template

If requested information is immediately available; I have chosen to receive it by

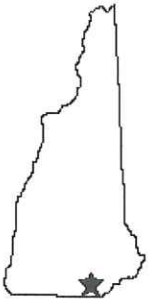
- A link to a web address of online directory has been provided
- Printed physical copy (Fees can apply)
- Digital copy loaded on TOWN PROVIDED USB Hard Drive (Fees can apply)
- Digital copy loaded on PERSONAL USB Hard Drive (Preferred choice for large requests)
- Digital copy E-Mailed to me at the contact listed above (Size limited)
- Sent to me via U.S.P.S. mail to: (Fees can apply)

The undersigned has acknowledged that their request has been completed in full and they are in receipt of the requested information upon signing this acknowledgment.

Signature of Receiver: _____ (Sign)



Appt's 7-26-22



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

8A

TO: Board of Selectmen
Steve Malizia, Town Administrator

FROM: Jim Michaud, Chief Assessor *JM*

DATE: July 26, 2022

RE: 2022 Property Revaluation

RECEIVED

JUL 21 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

The revaluation company hired to conduct the 2022 tax year reassessment in Hudson, Vision Government Solutions (VISION) is getting ready to send out notices on new valuation within the next 2 weeks. The BOS will see attached a summary of values conclusions that illustrate the scope of expected valuation changes for property owner's new assessed values. This process started soon after the last revaluation in 2017, inclusive of our now 20+ year effort to continuously data collect property characteristics on-site at taxpayer's properties. In the succeeding years after the 2017 revaluation, the Assessing Department continued its request for funding to place into a Capital Reserve for Property Revaluation account; the Board of Selectmen, the Budget Committee, and ultimately the voters approved those requests, with on-going deposits being made into that valuable capital reserve account.

This project is nearing completion and has been accomplished with a combination of: (1) internal human resources in the form of myself, Mike Rotast –Deputy Assessor as well as Amy McMullen- Administrative Aide II; (2) the assistance of prior cyclical data collection contractors; (3) VISION; (4) as well as George Sansoucy P.E. for public utility, and telecommunication property, valuation assistance.

VISION will be conducting informal hearings, by appointment only, at the Rodgers Memorial Library and taxpayers will be able to contact them for any in person informal hearings that they may wish to have, as well as hearings that can be conducted telephonically. The information details for this will be on the notice of new valuation that taxpayers will be receiving very soon. We do expect that with the significant overall increase in property tax base that the overall and individual component tax rates will decrease significantly, though we will not know any firm numbers until the State issues the tax rate(s), expected sometime in November. I have attached what has occurred with the Town's total tax rate in the prior 8 revaluations conducted in Town, as well as some statistics from communities that just went through reassessments in 2021, and how their tax rates dropped significantly.

The time period from when the tax bills get mailed out in later November until 4 months later (March 1 2023) (1/3 +/- of the tax property tax year) is the property tax abatement filing period. Any person dissatisfied with his/her new assessed value, whether they have an informal hearing or not with VISION, may file an application for abatement with the Town, AFTER the final tax bill goes out, in accordance with state statutes. The responsibility of proving an incorrect value lies with the property owner, in accordance with state statute and property owners, by state statute, have until March 1st to apply for an abatement.

I would encourage the BOS to direct any requests for property review or complaints to the Assessing Department (whether as a result of value notification mailing or when abatement filings start in later November.) Once the abatement filing process is complete, a final recommendation will then be prepared for the BOS for their review and decision on each filing. VISION is responsible by contract for a review and recommendation of all abatement requests for the 2022 tax year.

I wish to thank the BOS as well as the Town Administration for their assistance through this process. Please remember the following items if discussing the revaluation with taxpayers:

- (1) The Town does not receive any additional monies as a result of revaluations, the Town can only collect what was voted on in this year's past ballot vote;
- (2) The values are set for the real estate market as it stood as of April 1st, 2022;
- (3) Fair market value is representative of a range of possible sales prices. As long as, all things being equal, the Town's property assessment is roughly within 10% of either side of 100% of market value (90-110%) then they have a fair assessment. Examples of sales prices that are not considered arms-length market transactions include: foreclosures sales, deeds in lieu of foreclosure, family sales, intercorporate sales, sales representing property not exposed to the open market, sales involving relocation companies as agents, sales involving imminent loss of property-short sales, distress sales due to job loss, medical issues, multi-property transactions etc.

Hudson NH 2022 Revaluation Summary of Values Conclusions

Vision Government Solutions has completed a preliminary valuation of all the properties, excluding public utilities and telecommunication properties, in Hudson NH for their 2022 Revaluation. A complete review and analysis of all properties was performed. This included the updating of all construction costs, land values and income and capitalization rates for the commercial properties.

Once all the sales were qualified the first step was to adjust the land curve table to reflect a base year of 2022. This was done by raising the land curve 50%. The excess land price is \$6,000 and is adjusted per neighborhood by location factors. Once this was accomplished, the next step was to review the land Neighborhood table and make further adjustments to lower the Coefficient of Deviation (COD).

After the land values were adjusted, the next step was to raise the base cost rates to reflect a median sales value for all the different styles of homes to be at 100% based on Marshall & Swift (M&S) cost manual and local building rates. This was accomplished by raising the current rates on average by approximately 45%. The starting rate on average was at \$95 per square foot (SF) from 2017 and it was changed to approximately \$145 per SF. The next step was to review other characteristics like building size, age, quality of construction rates to make further defined changes.

These rates and value conclusions were tested against qualified sales that have occurred from 4/1/2021 to 7/15/2022 to ensure they are at market value.

Below is a breakdown of the old to new value change by land class and residential building style. Also included are various sales analysis studies by land class, style and sales date to indicate that the assessments are at 100% of market value based on a comparison of recent sales data.

Old to New Review

| <u>Land Class</u> | | <u>Residential Style</u> | |
|---------------------|-------------|--------------------------|-------------|
| Type of Property | % AV Change | Type of Style | % AV Change |
| Single Family | 60% | Split Level | 68% |
| Residential Condos | 45% | Colonial | 62% |
| Two Family | 60% | Raised Ranch | 62% |
| Three Family | 58% | Ranch | 61% |
| Apartment | 55% | Modern Contemporary | 60% |
| Vacant Land | 50% | Cape | 57% |
| Commercial | in process | New Englander | 56% |
| Industrial | in process | Bungalows | 54% |
| Excluding Utilities | | | |
| Mixed Use | in process | | |
| Manufactured Homes | 80% | | |

Sales Analysis Summary

Residential Land Use Summary

4/1/2021- 7/15/2022

| Group Summary by Land Use | | | | | | | | | |
|-------------------------------|---------|------------------|-------|--------|-------------------|------------------|-----------------|----------------|----------------|
| HUDSON, NH | | | | | | | | | |
| 7/20/2022 | | | | | | | | | |
| Land Use | ▲ Count | Median A/S Ratio | COD | PRD | Median Sale Price | Median Appraised | Mean Sale Price | Mean Appraised | Mean A/S Ratio |
| 1010 , SINGLE FAMILY DWELLING | 240 | 1.0179 | 7.84 | 0.9969 | \$502,100.00 | \$503,350.00 | \$506,334.17 | \$514,682.93 | 1.0133 |
| 1020 , CONDO | 167 | 0.9845 | 6.48 | 1.0045 | \$320,000.00 | \$298,700.00 | \$325,989.82 | \$314,853.29 | 0.9702 |
| 1021 , DUPLEX STYLE CONDO | 29 | 0.9902 | 7.05 | 1.0059 | \$310,000.00 | \$314,200.00 | \$340,013.79 | \$337,462.07 | 0.9984 |
| 1030 , MOBILE HOME | 12 | 0.9838 | 9.33 | 1.0171 | \$115,500.00 | \$106,000.00 | \$123,516.67 | \$113,766.67 | 0.9368 |
| 1040 , TWO-FAMILY DWELLING | 18 | 1.0348 | 7.44 | 1.0067 | \$446,500.00 | \$461,750.00 | \$448,188.89 | \$464,911.11 | 1.0443 |
| 1070 , ACCESSORY LIVING UNIT | 3 | 0.9906 | 4.3 | 0.9977 | \$500,000.00 | \$496,700.00 | \$472,666.67 | \$489,133.33 | 1.0324 |
| 1300 , VAC. RESD | 5 | 0.9530 | 22.82 | 1.067 | \$185,000.00 | \$176,300.00 | \$178,000.00 | \$187,220.00 | 1.1223 |
| | 474 | 1.0004 | 7.67 | 0.996 | \$415,000.00 | \$417,750.00 | \$417,043.25 | \$417,780.38 | 0.9977 |

Residential Style Summary

4/1/2021- 7/15/2022

Group Summary by Style
HUDSON, NH

7/20/2022

| Style | Count | Median A/S Ratio | COD | PRD | Median Sale Price | Median Appraised | Mean Sale Price | Mean Appraised | Mean A/S Ratio |
|--------------------|-------|------------------|-------|--------|-------------------|------------------|-----------------|----------------|----------------|
| 01, Ranch | 43 | 0.9906 | 7.62 | 1.0027 | \$425,000.00 | \$425,300.00 | \$442,609.30 | \$448,420.02 | 1.0159 |
| 02, Tri-Split Leve | 5 | 1.0204 | 7.31 | 1.0017 | \$510,000.00 | \$496,400.00 | \$471,000.00 | \$491,280.00 | 1.0449 |
| 03, Colonial | 116 | 1.0249 | 6.58 | 1.0045 | \$565,000.00 | \$581,900.00 | \$582,304.24 | \$589,731.50 | 1.0173 |
| 04, Cape Cod | 36 | 0.9968 | 11.61 | 0.9505 | \$417,500.00 | \$425,400.00 | \$416,933.33 | \$435,000.00 | 0.9917 |
| 05, Bungalow | 4 | 0.9059 | 11.33 | 1.0192 | \$295,000.00 | \$316,450.00 | \$344,000.00 | \$326,540.25 | 0.9675 |
| 08, Raised Ranch | 3 | 1.0347 | 8.95 | 1.0118 | \$525,000.00 | \$439,300.00 | \$479,500.00 | \$471,700.00 | 0.9953 |
| 10, Family Duplex | 12 | 1.0237 | 6.47 | 1.0061 | \$455,000.00 | \$471,600.00 | \$458,116.67 | \$473,758.33 | 1.0404 |
| 101, CONDEX-CAPE | 3 | 1.0294 | 4.4 | 1.0044 | \$380,000.00 | \$363,800.00 | \$366,666.67 | \$374,833.33 | 1.0267 |
| 102, CONDEX-COL | 25 | 0.9902 | 7.4 | 1.0067 | \$310,000.00 | \$311,900.00 | \$338,016.00 | \$334,412.00 | 0.9960 |
| 104, CONDEX-SPLIT | 1 | 0.9729 | 0 | 1 | \$310,000.00 | \$301,600.00 | \$310,000.00 | \$301,600.00 | 0.9729 |
| 105, CONDO-TWNHS | 88 | 0.9641 | 7.05 | 1.0069 | \$286,750.00 | \$273,000.00 | \$285,728.41 | \$271,962.50 | 0.9584 |
| 107, CONDO-C-RANCH | 20 | 1.0040 | 6.32 | 1.0047 | \$507,100.00 | \$507,000.00 | \$490,645.00 | \$482,645.00 | 0.9883 |
| 108, CONDO-CAPE | 9 | 1.0087 | 6.32 | 0.9999 | \$369,900.00 | \$369,300.00 | \$375,822.22 | \$358,977.78 | 0.9551 |
| 109, CONDO-COL | 22 | 0.9772 | 6.57 | 1.0071 | \$407,500.00 | \$394,850.00 | \$408,050.00 | \$391,386.36 | 0.9660 |
| 11, Family Conver. | 2 | 1.0091 | 5.02 | 0.9957 | \$405,000.00 | \$410,450.00 | \$405,000.00 | \$410,450.00 | 1.0091 |
| 110, CONDO-RCH | 9 | 1.0123 | 3.89 | 1.0012 | \$415,000.00 | \$420,100.00 | \$399,722.22 | \$406,233.33 | 1.0175 |
| 111, MOB HOME | 10 | 0.9838 | 9.86 | 1.0249 | \$110,000.00 | \$94,550.00 | \$114,720.00 | \$104,100.00 | 0.9300 |
| 112, MODULAR | 2 | 0.9708 | 6.81 | 1.0031 | \$167,500.00 | \$162,100.00 | \$167,500.00 | \$162,100.00 | 0.9708 |
| 113, NEW ENGLANDR | 13 | 0.9991 | 5.76 | 0.9979 | \$350,000.00 | \$371,900.00 | \$362,230.77 | \$369,315.38 | 1.0174 |
| 114, SPLIT CAPE | 1 | 0.9130 | 0 | 1 | \$640,000.00 | \$584,300.00 | \$640,000.00 | \$584,300.00 | 0.9130 |
| 116, SPLIT LEVEL | 24 | 1.0299 | 8.6 | 1.0095 | \$471,000.00 | \$479,550.00 | \$476,083.33 | \$490,010.96 | 1.0391 |
| 55, Condominium | 19 | 1.0094 | 3.37 | 1.0038 | \$185,500.00 | \$183,700.00 | \$185,594.74 | \$184,078.95 | 0.9955 |
| 99, Vacant Land | 5 | 0.9530 | 22.82 | 1.067 | \$185,000.00 | \$176,300.00 | \$178,000.00 | \$187,220.00 | 1.1223 |
| | 474 | 1.0004 | 7.67 | 0.996 | \$415,000.00 | \$417,750.00 | \$417,043.25 | \$417,780.38 | 0.9977 |

Residential Sales Date Summary

4/1/2021- 7/15/2022

| Group Summary by Sale Date Quartile | | | | | | | | | |
|-------------------------------------|-------|------------------|------|--------|-------------------|------------------|-----------------|----------------|----------------|
| HUDSON, NH | | | | | | | | | |
| 7/20/2022 | | | | | | | | | |
| Sale Date Quartile | Count | Median A/S Ratio | COD | PRD | Median Sale Price | Median Appraised | Mean Sale Price | Mean Appraised | Mean A/S Ratio |
| 2021, Q2 | 104 | 1.0254 | 6.4 | 0.9956 | \$388,650.00 | \$409,450.00 | \$395,040.38 | \$413,856.14 | 1.0431 |
| 2021, Q3 | 110 | 1.0135 | 5.72 | 0.999 | \$399,950.00 | \$398,650.00 | \$400,780.91 | \$407,411.46 | 1.0156 |
| 2021, Q4 | 105 | 1.0140 | 7.82 | 0.9702 | \$405,000.00 | \$419,500.00 | \$405,457.14 | \$420,233.89 | 1.0055 |
| 2022, Q1 | 68 | 0.9655 | 5.78 | 1.0096 | \$436,600.00 | \$439,700.00 | \$438,138.24 | \$423,473.56 | 0.9758 |
| 2022, Q2 | 87 | 0.9130 | 9.67 | 1.0007 | \$470,000.00 | \$421,000.00 | \$461,402.30 | \$428,170.60 | 0.9287 |
| | 474 | 1.0004 | 7.67 | 0.996 | \$415,000.00 | \$417,750.00 | \$417,043.25 | \$417,780.38 | 0.9977 |

What has occurred with the tax rate in prior Revaluation years in Hudson?

1968 – tax rate decrease from \$61.00 to \$31.00 – a tax rate decrease of 49.2%

1978 – tax rate decrease from \$50.80 to \$25.00 – a tax rate decrease of 50.8%

1991 – tax rate decrease from \$57.82 to \$22.46 – tax rate decrease of 61.2%

2002 – tax rate decrease from \$25.41 to \$17.45 – a tax rate decrease of 31.3%

2004 – tax rate decrease from \$19.18 to \$15.95 – a tax rate decrease of 16.8%

2007 – tax rate decrease from \$17.22 to \$15.01 – a tax rate decrease of 12.8%

2012 – tax rate increase from \$16.62 to \$19.95 – a tax rate increase of 20% (see below)

2017 – tax rate decrease from \$21.97 to 19.72 – a tax rate decrease of 10.2%

(2012 was coming on the heels of the Great Recession which saw significant decreases in overall market values, i.e. less tax base, higher tax rate, more tax base, lower tax rate)

| <u>Municipality</u> | <u>2020 Tax Rate- before revaluation</u> | <u>2021 Tax Rate after revaluation</u> | <u>% Tax Rate DECREASE</u> |
|---------------------|--|--|----------------------------|
| Amherst | \$28.48 | \$21.31 | 25.18% |
| Bedford | \$20.02 | \$17.14 | 14.39% |
| Keene | \$37.28 | \$31.28 | 16.09% |
| Manchester | \$24.66 | \$17.68 | 28.30% |
| Merrimack | \$24.06 | \$17.17 | 28.64% |
| Milford | \$25.37 | \$20.15 | 20.58% |
| Pelham | \$20.20 | \$15.96 | 20.99% |
| Salem | \$22.02 | \$15.98 | 27.43% |
| | | | |

All of these (some larger, some smaller) NH municipalities, after their full revaluations in 2021, had **significant tax rate decreases**.

It is proof that, in Hudson, after the 2022 revaluation is completed, **Hudson will also see significant tax rate decreases for 2022**.

In some of these communities the decrease was not as great as others, because those communities do more frequent revaluations than once every 5 years.

Source: State of NH DRA website

Putnam
7-26-22

RECEIVED
JUN 29 2022
TOWN OF HUDSON
SELECTMEN'S OFFICE

8B

June 30, 2022

TO: Hudson Board of Selectmen
From: Craig Putnam, Hudson Energy Aggregation Committee

PROPOSED AMENDMENT TO JOINT POWERS AGREEMENT FOR COMMUNITY POWER COALITION OF NEW HAMPSHIRE (CPCNH)

BACKGROUND

CPCNH is a NH non-profit Joint Powers Agency whose mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals. The Hudson Board of Selectmen authorized the Town Manager to execute the Joint Powers Agreement and join CPCNH as a member on November 23, 2021.

The Joint Powers Agreement (JPA) is the contract among the municipal and county members of CPCNH and the corporate charter of the agency, including its by-laws. CPCNH is governed by its 18 municipal members and one county member, through their appointed representatives that serve on the Board of Directors.

An amendment to Article XVI of the JPA is proposed and in accordance with the JPA, amendments to this article require a unanimous consent of all Member governing bodies.

Please see attached memo from CPCNH Board Director Craig Putnam for more information on the proposed amendment.

ACTION

Should the Board of Selectmen agree with the amendment as proposed, the following motion is offered for consideration:

MOVED, that the Board of Selectmen approves the amendment to Article XVI, Section 2 of the Joint Powers Agreement of the Community Power Coalition of New Hampshire as presented in the agenda packet for this meeting.

Included in this Section:

1. June 30, 2022 memo from CPCNH Board Director Craig Putnam re: Proposed amendment to Joint Powers Agreement for CPCNH

Laffin, Jill

From: Craig Putnam <craigp.hudsus@gmail.com>
Sent: Thursday, June 30, 2022 9:51 AM
To: Laffin, Jill
Cc: Gagnon, Brett; Deborah Putnam; Kate Messner
Subject: CPCNH agenda items for an upcoming BOS meeting
Attachments: CPCNH JPA Amendment Memo (edited).docx

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

Hi Jill,

I'd like to get onto the agenda of an upcoming BOS meeting. There is no big rush, but sooner would be better than later.

There are two things to be addressed:

- The Joint Powers Agreement that Hudson signed with CPCNH needs to be amended and each signee (governing body) needs to approve the change before it can take effect. The amendment resolves an unintended conflict between the JPA itself and the bylaws as to how often the JPA itself may be amended. This amendment resolves the conflict and gives CPCNH more flexibility in making further amendments to the JPA. [As it stands, the JPA may only be amended once a year at the annual board meeting. This is seen as being overly constraining and adding risk to CPCNH being able to meet its start-up goals and timeline.]

I have attached a document that contains a cover memo explaining the amendment; there is also some text you may wish to use in the agenda packet. I'll also have a very short PPT slide deck to go through. If the BOS can approve this during the meeting that would be great. But it's not a problem if it needs to be on a longer timeline (perhaps to have council look at it).

- If time permits, I would also like to give a brief high-level update on where things stand with the CPCNH start-up in general, and with Hudson's timeline for the energy aggregation plan (EAP) approval and warrant article process.

Note: Substantial progress has been made on drafting Hudson's EAP. I expect the plan should be ready for the BOS to start reviewing by late summer. [Some technical appendices are in the process of being added over the next month or so.] The EAP is a substantial document, so I expect it's something the BOS will want to review on their own time. I'm happy to meet with the BOS members as necessary to answer questions.

I think 30 minutes maximum (probably less) should suffice for handling the above in the BOS meeting.

Feel free to email or call me if you have any questions on this. My cell number is: 603-233-1624. Note that I'll be unavailable July 4 – 11.

Thanks!

Regards, Craig



To: Hudson Board of Selectmen
From: Craig Putnam, Hudson Energy Aggregation Committee Chair & CPCNH Director/member for Hudson
Date: June 30, 2022
Subject: Proposed amendment to Joint Powers Agreement for CPCNH

This memo describes a proposed amendment to Article XVI of the [Joint Powers Agreement \(JPA\) of the Community Power Coalition of New Hampshire \(CPCNH\)](#).

CPCNH requests that the Hudson Board of Selectmen approve this amendment to the CPCNH JPA so that it may become effective and help mitigate potential sources of future risk to CPCNH and its Members during the agency's start-up phase (as described below).

Background

CPCNH is a NH non-profit Joint Powers Agency incorporated on October 1, 2021, whose mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals. The Hudson Board of Selectmen authorized the Town Manager to execute the Joint Powers Agreement, pursuant to [RSA 53-A](#), and join CPCNH as a member on November 23, 2021.

The Joint Powers Agreement is the contract among the municipal and county members of CPCNH and includes the corporate charter of the agency and its By-Laws. CPCNH is governed by its 18 municipal members and one county member, through their appointed representatives that serve on the Board of Directors.

While most JPA articles may be amended with a 2/3 majority vote by the Member representatives at CPCNH's annual meeting, Article XVI is one of four articles that may only be amended by unanimous consent of all Member governing bodies.

The proposed amendment to Article XVI was unanimously approved by all the Member representatives at the agency's Annual meeting held on April 21, 2022, and is now being circulated to all Member governing bodies for approval.

Proposed Amendment to the Joint Powers Agreement of CPCNH

Article XVI currently stipulates that CPCNH's Joint Powers Agreement may only be amended at Annual Membership Meetings, which is held in April each year.

The proposed amendment is provided below, shown with changes tracked from the current text, and would also allow amendments to the JPA at any regular and special meetings of the Members (rather than restricting JPA amendments to once per year):

(~~Red strike through~~ = deleted language; ***bold italics underline*** = added language).

ARTICLE XVI AMENDMENTS, SUCCESSORS AND ASSIGNS ...

SECTION 2. Amendments. Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended ~~at any time and from time to time~~ by a written amendment

approved by at least 2/3 (two-thirds) of the votes cast at ~~an Annual~~ any Membership Meeting at which a quorum is present, provided that: (1) written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon, (2) no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census., and (3) amendments to this Article XVI Section 2 and Articles XII, XIV and XV may not be amended approved at a Membership Meeting shall not be adopted unless such amendment is approved by the governing body of each Member. Attachments B and C, the Articles of Agreement and By-Laws, may be amended by a vote of at least 2/3 (two-thirds) of the votes cast by the Members at a Membership Meeting at which a quorum is present pursuant to the terms specified in Article IX of the By-Laws. Prompt written notice of the effective date of such amendment to this Agreement, the Articles of Agreement, or By-Laws, along with a copy of the amendment or amended document, shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board.

It also strengthens the notice requirements for any proposed JPA amendments, as well as any adopted amendments to the JPA, Articles of Agreement, and By-Laws.

Discussion

CPCNH's Members representatives have unanimously agreed that there is no reason to restrict JPA amendments to once per year at the April Annual Meeting. In contrast, the By-Laws may be amended "at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting" (Section 9.1), although some key Articles require unanimous approval of all Member governing bodies as well.

The current limitation on JPA amendments presents a source of potentially significant risk for CPCNH's Members in 2022 and 2023 as the agency moves through its start-up phase, in the event any unforeseen issues need to be addressed more urgently. Allowing the Members the flexibility to amend the JPA throughout the year will significantly reduce the risk that CPCNH will run into roadblocks that could prevent a successful and timely launch of the agency's power supply services. CPCNH is well into its critical start-up phase, and it is in the best interests of the agency and its Members to have the flexibility to consider amendments to the JPA on an as-needed basis. Additionally, April is expected to be a relatively busy month for the agency and its Members, and it would be generally beneficial if JPA amendments could be considered outside of this month.

CPCNH's legal counsel reviewed this proposed amendment prior to its consideration at the April CPCNH Annual Membership Meeting and found it reasonable and well drafted.

An example of the type of amendment that could have been implemented sooner than at the Annual Meeting — which the Membership did unanimously approve in April — is provided below. It amended Article IX, Section 1 to allow Members to meet more frequently while maintaining compliance with NH's in-person quorum requirements for public meetings. The amendment is shown in red italics below:

A majority of members of any committee shall constitute a quorum *unless the Board specifies otherwise.*

Suggested Motion

MOVE that the Hudson Board of Selectmen approves the amendment to Article XVI, Section 2 of the Joint Powers Agreement of the Community Power Coalition of New Hampshire as presented in the agenda packet for this meeting.

Hudson Board of Selectmen

FOR COMMUNITIES, BY COMMUNITIES.

Proposed Amendment to the Joint Powers Agreement for Community Power Coalition of New Hampshire (CPCNH)

Hudson Energy Aggregation Committee

July 26, 2002



**COMMUNITY
POWER COALITION
OF NEW HAMPSHIRE**



Background



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

CPCNH – “For Communities, By Communities”

- ~ CPCNH is a NH non-profit Joint Powers Agency incorporated on October 1, 2021, whose mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals.
- ~ The Hudson Board of Selectmen authorized the Town Manager to execute the Joint Powers Agreement and join CPCNH as a member on November 23, 2021.

CPCNH Joint Powers Agreement (JPA)

- ~ Intermunicipal contract including CPCNH corporate charter and By-Laws.
- ~ CPCNH is governed by 1 county and 18 municipal members through their appointed representatives serving on the Board of Directors.

Proposed Amendment to CPCNH JPA (1)

- ~ While most JPA articles may be amended with a 2/3 majority vote by the Member representatives at CPCNH's annual meeting, Article XVI is one of four articles that may only be amended by unanimous consent of all Member governing bodies.
- ~ **Original JPA:** Stipulates that the JPA may only be amended at Annual Membership Meetings, which are held in April each year.
- ~ **Proposed Amendment** (provided on next slide): allows for amendments to the JPA at regular and special meetings of the Members (rather than restricting JPA amendments to once per year).
- ~ The Amendment was unanimously approved by Member Board on April 21, 2022, and requires Member Governing Body approval to become effective.

Proposed Amendment to CPCNH JPA (2)

(~~Red strike-through~~ = deleted language; **bold italics underline** = added language).

ARTICLE XVI AMENDMENTS, SUCCESSORS AND ASSIGNS ...

SECTION 2. Amendments. Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended ~~at any time and from time to time~~ by a written amendment approved by at least 2/3 (two-thirds) of the votes cast at ~~an Annual~~ **any Membership** Meeting at which a quorum is present, provided that: **(1) written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon, (2)** no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census., **and (3) amendments to** this Article XVI Section 2 and Articles XII, XIV and XV ~~may not be amended~~ **approved at a Membership Meeting shall not be adopted** unless such amendment is approved by the governing body of each Member. Attachments B and C, the Articles of Agreement and By-Laws, may be amended by a vote of at least 2/3 (two-thirds) of the votes cast by the Members at a Membership Meeting at which a quorum is present pursuant to the terms specified in Article IX of the By-Laws. **Prompt written notice of the effective date of such amendment to this Agreement, the Articles of Agreement, or By-Laws, along with a copy of the amendment or amended document, shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board.**

Discussion

- ~ CPCNH's Members' representatives unanimously agreed there is no reason to restrict JPA amendments to once per year at the April Annual Meeting.
- ~ The By-Laws, in contrast, may be amended "at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting" (Section 9.1). Several key Articles still require unanimous approval of all Member governing bodies.
- ~ Limiting JPA amendments to once/year presents risk for CPCNH's Members during 2022/2023 start-up phase, in the event any unforeseen issues need to be addressed more urgently than next April.
- ~ Allowing the Members the flexibility to amend the JPA throughout the year reduces risk that CPCNH runs into roadblocks preventing successful and timely launch of power supply services.
- ~ CPCNH's legal counsel reviewed proposed amendment prior to its consideration at the April CPCNH Annual Membership Meeting and found it reasonable and well drafted.

Suggested Motion for Hudson Board of Selectmen

MOVE that the Hudson Board of Selectmen approves the amendment to Article XVI, Section 2 of the Joint Powers Agreement of the Community Power Coalition of New Hampshire as presented in the agenda packet for tonight's meeting.



TOWN OF HUDSON

Cable Utility Committee



*Agenda
7-26-22*

Michael O'Keefe, Chairman Robert Guessferd, Selectmen Liaison

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

8C

To: Board of Selectmen

From: Michael O'Keefe
Chairman, Cable Utility Committee
James McIntosh
Director of Community Media

RECEIVED

JUL 21 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

Date: July 21, 2022

Re: Comcast Franchise Agreement Renewal Recommendation

The current cable television franchise agreement between the town and Comcast expired in March of 2022, but remains in effect. Over the past few years, interrupted by COVID, a team from the town has been working with Comcast to negotiate a new agreement. The team from Hudson consisted of Michael O'Keefe, James McIntosh, and Steve Malizia. After a number of sessions with Bryan Christiansen, Sr. Manager of Government and Regulatory Affairs for Comcast, we came to consensus on the terms for a new agreement.

As part of the renewal process the town is required to hold a public hearing affording Hudson residents the opportunity to comment on the renewal. The Cable Utility Committee, on behalf of the Board of Selectmen, advertised and held that hearing on July 11, 2022. No members of the public appeared at the hearing. Members of the Cable Utility Committee did review the proposed agreement and offered a number of changes that were incorporated into the final document.

While substantive portions of the agreement remain unchanged, here are highlights of the modifications.

- Hudson will acquire a fourth television access channel. This channel will support high definition programming. The current three channels will remain in standard definition. HCTV has been producing all of its programming in high definition for many years now, but cable TV viewers have only been able to view that programming in lower quality standard definition. This new channel will allow HCTV to provide a higher quality viewing experience for much of its local programming.

- The franchise fee Comcast pays to the town will increase from 4% to 5%. This is the limit allowed by law. We believe this is a prudent change as costs to operate and maintain Hudson Community Television continue to grow. A portion (80%) of the franchise fee is the sole funding source for HCTV. The fee has been at 4% for over 10 years.
- Sections that were outdated or no longer applicable were removed. References to VCR, A-B switches, for example, were eliminated. A section pertaining to the relocation of HCTV from Old Derry Road to the new HCTV Access Center was removed.
- Certain language was updated to reflect current law and FCC rulings.

While not part of the franchise agreement, we also worked with Comcast to have them offer a discount to senior citizens in Hudson. There are age and income qualifications associated with this program. It is the same discount that Comcast has been offering to some of our surrounding communities.

Everyone involved with this negotiation process believes the proposed renewal represents a fair agreement between the parties. We are, therefore, recommending that the Board of Selectmen, as the franchising authority for the town, approve and sign this new non-exclusive franchise agreement with Comcast.



June 16, 2022

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

Re: Discount available to eligible Hudson Senior Citizens

Dear Mr. Malizia:

The purpose of this letter is to outline the senior citizen discount that will be available to qualified Hudson Comcast cable service subscribers.

Comcast will voluntarily offer a discount equal to \$2.00 per month off Digital Extra. The discount will be for those persons age sixty-five (65) or older, who are head of household and receiving SSI or Medicaid. A qualifying subscriber must be able to show proof of such qualifications. Acceptable documentation would be the following:

- Proof of Age: Drivers License, Birth Certificate, or Passport
- Head of Household: Lease, Deed, Town Tax Bill
- Receiving SSI or Medicaid benefits under Social Security

Comcast reserves the right to modify or eliminate such program at its sole discretion. In the event Comcast adopts and offers a statewide senior citizen discount program, Comcast reserves the right to implement such program, after reasonable written notice to your office.

Sincerely,

A handwritten signature in black ink that reads "Bryan Christiansen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Bryan Christiansen
Sr. Manager Government and Regulatory Affairs

**CABLE TELEVISION
RENEWAL FRANCHISE**

**THE BOARD OF SELECTMEN
TOWN OF HUDSON,
NEW HAMPSHIRE**

TABLE OF CONTENTS

| | |
|--|-----------|
| ARTICLE 1 DEFINITIONS | 7 |
| Section 1.1--DEFINITIONS | 7 |
| ARTICLE 2 GRANT OF RENEWAL FRANCHISE..... | 12 |
| Section 2.1--GRANT OF RENEWAL FRANCHISE | 12 |
| Section 2.2 – TERM OF RENEWAL FRANCHISE..... | 12 |
| Section 2.3--NON-EXCLUSIVITY OF THE RENEWAL FRANCHISE..... | 13 |
| Section 2.4--POLICE AND REGULATORY POWERS | 13 |
| Section 2.5--REMOVAL OR ABANDONMENT | 13 |
| Section 2.6--AMENDMENT BY MUTUAL AGREEMENT | 13 |
| ARTICLE 3 TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE | 14 |
| Section 3.1--TRANSFER OF THE RENEWAL FRANCHISE | 14 |
| Section 3.2--EFFECT OF UNAUTHORIZED ACTION | 15 |
| Section 3.3--NO WAIVER OF RIGHTS | 15 |
| ARTICLE 4 SYSTEM DESIGN | 16 |
| Section 4.1--SUBSCRIBER NETWORK | 16 |
| Section 4.2--EMERGENCY ALERT SYSTEM..... | 16 |
| Section 4.3--PARENTAL CONTROL CAPACITY..... | 16 |
| Section 4.4--SIGNAL QUALITY | 16 |
| ARTICLE 5 CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS..... | 17 |
| Section 5.1--LOCATION OF CABLE TELEVISION SYSTEM | 17 |
| Section 5.2--SERVICE AVAILABLE TO ALL RESIDENTS | 17 |
| Section 5.3--LINE EXTENSION | 17 |
| Section 5.4--LINE EXTENSION PROCEDURES..... | 18 |
| Section 5.5--UNDERGROUND FACILITIES..... | 19 |
| Section 5.6--TREE TRIMMING | 19 |
| Section 5.7--RESTORATION TO PRIOR CONDITION | 19 |
| Section 5.8--TEMPORARY RELOCATION | 19 |
| Section 5.9--DISCONNECTION AND RELOCATION | 19 |
| Section 5.10--SAFETY STANDARDS | 20 |
| Section 5.11--PEDESTALS | 20 |
| Section 5.12--CABLE SYSTEM MAPS | 20 |
| Section 5.13--PRIVATE PROPERTY | 20 |
| Section 5.14--RIGHT TO INSPECTION OF CONSTRUCTION | 20 |
| Section 5.15--SERVICE INTERRUPTION | 21 |
| Section 5.16--COMMERCIAL ESTABLISHMENTS | 21 |
| ARTICLE 6 SERVICES AND PROGRAMMING | 22 |
| Section 6.1--BASIC SERVICE | 22 |
| Section 6.2--PROGRAMMING | 22 |

| | |
|--|-----------|
| Section 6.3--LEASED CHANNELS FOR COMMERCIAL USE..... | 22 |
| Section 6.4--CONTINUITY OF SERVICE | 22 |
| Section 6.5--FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS | 22 |
| ARTICLE 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS | 23 |
| Section 7.1--HUDSON COMMUNITY TELEVISION | 23 |
| Section 7.2--PEG ACCESS CHANNELS..... | 23 |
| Section 7.3--PEG ACCESS ORINATION CAPABILITY AND CABLECASTING..... | 23 |
| Section 7.4--EQUIPMENT OWNERSHIP AND MAINTENANCE..... | 24 |
| Section 7.5--PEG ACCESS CHANNEL(S) MAINTENANCE..... | 24 |
| Section 7.6--NO EDITORIAL CONTROL..... | 24 |
| Section 7.7--PEG ACCESS OPERATIONAL RULES | 24 |
| ARTICLE 8 FRANCHISE FEES..... | 25 |
| Section 8.1--FRANCHISE FEE PAYMENTS | 25 |
| Section 8.2--OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS | 25 |
| Section 8.3--LATE PAYMENT | 26 |
| Section 8.4--RECOMPUTATION..... | 26 |
| Section 8.5--AFFILIATES USE OF SYSTEM..... | 26 |
| Section 8.6--METHOD OF PAYMENT..... | 26 |
| ARTICLE 9 RATES AND CHARGES | 27 |
| Section 9.1--RATE REGULATION | 27 |
| Section 9.2--NOTIFICATION OF RATES AND CHARGES | 27 |
| Section 9.3--PUBLICATION AND NON-DISCRIMINATION..... | 27 |
| Section 9.4--CREDIT FOR SERVICE INTERRUPTION..... | 27 |
| ARTICLE 10 INSURANCE AND BONDS | 28 |
| Section 10.1--INSURANCE | 28 |
| Section 10.2--PERFORMANCE BOND | 29 |
| Section 10.3--REPORTING | 29 |
| Section 10.4--INDEMNIFICATION..... | 30 |
| ARTICLE 11 ADMINISTRATION AND REGULATION | 31 |
| Section 11.1--REGULATORY AUTHORITY | 31 |
| Section 11.2--PERFORMANCE EVALUATION HEARINGS..... | 31 |
| Section 11.3--NONDISCRIMINATION | 31 |
| Section 11.4--EMERGENCY REMOVAL OF PLANT | 32 |
| Section 11.5--REMOVAL AND RELOCATION | 32 |
| Section 11.6--INSPECTION | 32 |
| Section 11.7--JURISDICTION | 32 |
| ARTICLE 12 DETERMINATION OF BREACH | 33 |
| Section 12.1--DETERMINATION OF BREACH..... | 33 |
| Section 12.2--LIQUIDATED DAMAGES | 34 |

| | |
|---|-----------|
| Section 12.3--REVOCAION OF THE RENEWAL FRANCHISE | 35 |
| Section 12.4--TERMINATION | 35 |
| Section 12.5--NON-EXCLUSIVITY OF REMEDY | 35 |
| Section 12.6--NO WAIVER-CUMULATIVE REMEDIES | 35 |
| ARTICLE 13 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION | 37 |
| Section 13.1--TELEPHONE ACCESS..... | 37 |
| Section 13.2--ANSWERING SERVICE | 37 |
| Section 13.3--SERVICE CALLS | 37 |
| Section 13.4--SUBSCRIBER SOLICITATION PROCEDURES..... | 38 |
| Section 13.5--NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE | 38 |
| Section 13.6--CONSUMER SALES STANDARDS | 38 |
| Section 13.7--BILLING PRACTICES INFORMATION AND PROCEDURES..... | 38 |
| Section 13.8--DISCONNECTION AND TERMINATION OF CABLE SERVICES | 39 |
| Section 13.9--RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS..... | 39 |
| Section 13.10--COMPLAINT RESOLUTION PROCEDURES | 40 |
| Section 13.11--CHANGE OF SERVICE | 40 |
| Section 13.12--LOSS OF SERVICE-SIGNAL QUALITY | 40 |
| Section 13.13--EMPLOYEE AND AGENT IDENTIFICATION CARDS..... | 41 |
| Section 13.14--PROTECTION OF SUBSCRIBER PRIVACY | 41 |
| Section 13.15--PRIVACY WRITTEN NOTICE..... | 41 |
| Section 13.16--DISTRIBUTION OF SUBSCRIBER INFORMATION | 41 |
| Section 13.17--INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS | 42 |
| Section 13.18--SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION | 42 |
| ARTICLE 14 REPORTS, AUDITS AND PERFORMANCE TESTS | 43 |
| Section 14.1--GENERAL..... | 43 |
| Section 14.2--FINANCIAL REPORTS | 43 |
| Section 14.3--CABLE SYSTEM INFORMATION..... | 43 |
| Section 14.4--IN-HOUSE TELEPHONE REPORTS..... | 44 |
| Section 14.5--SUBSCRIBER COMPLAINT LOG..... | 44 |
| Section 14.6--INDIVIDUAL COMPLAINT REPORTS | 44 |
| Section 14.7--ANNUAL PERFORMANCE TESTS | 44 |
| Section 14.8--QUALITY OF SERVICE | 44 |
| Section 14.9--DUAL FILINGS..... | 45 |
| Section 14.10 --ADDITIONAL INFORMATION..... | 45 |
| Section 14.11 --INVESTIGATION..... | 45 |
| ARTICLE 15 EMPLOYMENT..... | 46 |
| Section 15.1--EQUAL EMPLOYMENT OPPORTUNITY | 46 |
| Section 15.2--NON-DISCRIMINATION | 46 |
| ARTICLE 16 MISCELLANEOUS PROVISIONS | 47 |
| Section 16.1--ENTIRE AGREEMENT..... | 47 |
| Section 16.2--CAPTIONS..... | 47 |

| | |
|---|-----------|
| Section 16.3--SEPARABILITY..... | 47 |
| Section 16.4--ACTS OR OMISSIONS OF AFFILIATES | 47 |
| Section 16.5--RENEWAL FRANCHISE EXHIBITS | 47 |
| Section 16.6--WARRANTIES | 47 |
| Section 16.7--FORCE MAJEURE..... | 48 |
| Section 16.8--APPLICABILITY OF RENEWAL FRANCHISE | 48 |
| Section 16.9--NOTICES..... | 48 |
| Section 16.10--TOWN'S RIGHT OF INTERVENTION..... | 49 |
| Section 16.11--NO RECOURSE AGAINST THE FRANCHISING AUTHORITY | 49 |
| Section 16.12--TERM | 49 |
| | |
| EXHIBIT 1 - PROGRAMMING | 50 |
| | |
| EXHIBIT 2 – FREE CONNECTIONS AND MONTHLY SERVICE..... | 51 |
| | |
| TO PUBLIC BUILDINGS AND SCHOOLS | 51 |
| | |
| EXHIBIT 3 - GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM | 52 |
| | |
| EXHIBIT 4 FCC CUSTOMER SERVICE OBLIGATIONS..... | 53 |
| | |
| SIGNATURE PAGE..... | 55 |

A G R E E M E N T

This Agreement, made this 26th day of July, 2022, between the Board of Selectmen of the Town of Hudson, as statutory Franchising Authority pursuant to RSA:53-C, and Comcast of Connecticut/Georgia/Massachusetts/NewHampshire/NewYork/North Carolina/Virginia/Vermont, LLC (Comcast”).

W I T N E S S E T H

WHEREAS, the Franchising Authority of the Town of Hudson, New Hampshire, pursuant to RSA Chapter 53-C, is authorized to grant one or more nonexclusive, revocable cable television renewal franchises to construct, upgrade, operate and maintain a cable television system within the Town of Hudson; and

WHEREAS, the Franchising Authority conducted a public hearing, pursuant to Section 626(a) of the Cable Act, to (1) ascertain the future cable-related community needs and interests of Hudson, and (2) review the performance of Comcast and its predecessor(s), during its then current franchise term; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on proposals in connection with the renewal in Hudson.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1--DEFINITIONS

For the purpose of this Renewal Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Hudson resident and/or any Persons affiliated with a Hudson non-commercial institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Franchisee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(4) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(5) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984)(the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(6) Hudson Community Television – The department designated by the Franchising Authority to run and operate PEG Access and other cable related duties.

(7) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services, which the Franchisee may make available to Subscribers generally.

(8) Cable Television System, System or Cable System: A facility, owned, constructed, installed, operated and maintained by the Franchisee in the Town of Hudson, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to

multiple Subscribers within the Town but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (D) an open video system that complies with Section 653 of the Communications Act , or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(9) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(10) Complaint: Any oral or written communication from a Subscriber, the primary purpose of which is to express dissatisfaction with the service, policies and/or procedures of the Franchisee.

(11) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(12) Department of Public Works ("DPW"): The Department of Public Works of the Town of Hudson, New Hampshire.

(13) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(14) Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(15) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(16) Effective Date of Renewal Franchise: July 26, 2022.

(17) FCC: The Federal Communications Commission, or any successor agency.

(18) Franchise Fee: The payments to be made by the Franchisee to the Town, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(19) Franchisee: Comcast of Connecticut /Georgia/ Massachusetts/ New Hampshire/ New York / North Carolina / Virginia / Vermont, LLC ("Comcast"), or any successor or transferee in accordance with the terms and conditions in this Renewal Franchises.

(20) Franchising Authority: The Board of Selectmen of the Town of Hudson, New Hampshire.

(21) Government Access Channel: A specific channel(s) on the Cable System which is made

available for use by the Franchising Authority and/or its designee(s) wishing to present non-commercial government Programming and/or information to the public.

(22) Gross Annual Revenues: All revenues collected by the Franchisee and/or its Affiliates from the provision of Cable Service over the Cable Television System calculated in accordance with generally accepted accounting principles (GAAP) including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Service fees; all digital Cable Service revenues; fees paid on all subscriber fees ("fee on fee"); all Pay Cable, Premium Service and Pay-Per-View revenues; installation, reconnection, downgrade, upgrade and any similar fees; interest earned on Subscriber fees and/or charges; all Commercial Subscriber revenues; all other fees and/or revenues permitted by applicable law; fees paid for Channels designated for commercial use; home shopping revenues; Converter, remote control and other equipment rentals, leases or sales; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, excluding commissions or agency fees, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from, or in connection with, the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues payments to the Town in the period so collected.

(23) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for the purpose of Signal processing or switching.

(25) Leased Channel or Leased Access: A video channel which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(26) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(27) Origination Capability: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(28) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(29) Pay Cable or Pay Service(s): Programming delivered for a fee or charge to Subscribers on a

per-channel or group-of-channels basis.

(30) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(31) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(32) Pedestal: A protection unit used in housing Cable Television System equipment and/or amplifiers.

(33) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(34) Prime Rate: The prime rate of interest at Bank of America, or its successor.

(35) Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(36) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Hudson individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

(37) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(38) Renewal Franchise: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(39) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(40) Service: Any Basic Service, any Pay Service, or any other Cable Service offered over the Cable Television System, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable Television System.

(41) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another for the provision of Service.

(42) State: The State of New Hampshire.

(43) Subscriber: Any Person, firm, corporation or other entity in the Town who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable Television System.

(44) Subscriber Network: The Cable System to be operated by the Franchisee, over which Signals can be transmitted to Subscribers, as more fully described in Section 4.1 infra.

(45) Town: The Town of Hudson, New Hampshire.

(46) Town Attorney: The Town Attorney of the Town of Hudson, New Hampshire.

(47) Board of Selectmen: The Board of Selectmen of the Town of Hudson, New Hampshire.

(48) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of ownership resulting in a change of control of the Cable System or of this Renewal Franchise, to a Person or a group of Persons.

(49) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(50) Upstream Channel: A channel over which Signals travel from an authorized location to the System Headend.

(51) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

ARTICLE 2
GRANT OF RENEWAL FRANCHISE

Section 2.1--GRANT OF RENEWAL FRANCHISE

Pursuant to the authority of RSA Chapter 53-C, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Hudson, New Hampshire, as the Franchising Authority of the Town, hereby grants a non-exclusive, revocable cable television Renewal Franchise to the Franchisee, a Delaware corporation established for such purpose, authorizing and permitting the Franchisee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Hudson. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

This Renewal Franchise is subject to the terms and conditions contained in Chapter 53-C of the Laws of New Hampshire,; the Cable Act; the regulations of the FCC; and all Town, State and federal statutes and by-laws of general application, all as may be amended during the term of this Renewal Franchise.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Hudson within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of New Hampshire and the Town of Hudson. In exercising rights pursuant to this Renewal Franchise, the Franchisee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal Franchise does not establish priority for use over other present or future permit holders or the Town's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Disputes between the Franchisee and other parties regarding use of Public Ways and places shall be resolved in a court of competent jurisdiction.

Section 2.2 – TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be for ten (10) years, commencing on July 26, 2022, and expiring on July 25, 2032, unless sooner terminated as provided herein.

Section 2.3--NON-EXCLUSIVITY OF THE RENEWAL FRANCHISE

(a) This Renewal Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town of Hudson; or the right of the Franchising Authority to permit the use of the Public Ways and places of the Town for any lawful purpose. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(b) Pursuant to RSA Chapter 53-C: 3-b(I), the grant of any additional cable television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal Franchise.

Section 2.4--POLICE AND REGULATORY POWERS

By executing this Renewal Franchise, the Franchisee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Franchisee shall comply with all generally applicable DPW regulations, and any by-laws enacted by the Town. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the Town's police and generally applicable regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5--REMOVAL OR ABANDONMENT

Upon termination of this Renewal Franchise by passage of time or otherwise, and unless (1) the Franchisee renews its franchise for another term or (2) the Franchisee Transfers the Cable Television System to a transferee approved by the Franchising Authority, or 3) continues to provide other services on the system in accordance with applicable law, the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6--AMENDMENT BY MUTUAL AGREEMENT

This Renewal Franchise may only be amended by the mutual agreement of the Franchising Authority and the Franchisee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Renewal Franchise.

ARTICLE 3
TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE

Section 3.1--TRANSFER OF THE RENEWAL FRANCHISE

(a) Subject to applicable law, neither this Renewal Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefor on forms prescribed by the FCC.

(b) The application for consent to a Transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c) The Franchisee shall submit to the Franchising Authority an original and five (5) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment). The request for approval of Transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is scheduled by the Franchising Authority, in writing, in a timely manner, or requested by the Franchisee, in writing, in a timely manner, to consider the written request for Transfer. The Franchising Authority shall complete review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Franchising Authority agree to an extension of time.

(e) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).

(f) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Renewal Franchise.

(g) No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation

Section 3.2--EFFECT OF UNAUTHORIZED ACTION

(a) The taking of any action in violation of Section 3.1 herein shall be null and void, and shall be deemed a material breach of this Renewal Franchise.

(b) If the Franchising Authority denies its consent to any such action and a Transfer has nevertheless occurred, the Franchising Authority may revoke and terminate this Renewal Franchise.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

Section 3.3--NO WAIVER OF RIGHTS

The consent or approval of the Franchising Authority to any assignment, lease, Transfer or sublease of the Renewal Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this Renewal Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

**ARTICLE 4
SYSTEM DESIGN**

Section 4.1--SUBSCRIBER NETWORK

(a) The Franchisee shall continue to operate, maintain and make available to all residents of the Town Subscriber Network of at least 750 MHz, fed by means of a hybrid fiber-optic/coaxial cable network.

(b) The Franchisee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Franchisee in stereo.

Section 4.2--EMERGENCY ALERT SYSTEM

The Franchisee shall comply with the Emergency Alert System in accordance with the requirements of the FCC at 47 C.F.R., Part 11.

Section 4.3--PARENTAL CONTROL CAPACITY

Subject to applicable regulation(s), the Franchisee shall provide Subscribers, upon request, with the capacity to control the reception of any channels being received on their television sets.

Section 4.4--SIGNAL QUALITY

The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

ARTICLE 5
CONSTRUCTION, INSTALLATION, LINE EXTENSION
AND MAINTENANCE STANDARDS

Section 5.1--LOCATION OF CABLE TELEVISION SYSTEM

The Franchisee shall construct, upgrade, install, operate and maintain the Cable Television System within the Town of Hudson. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable Town by-laws and regulations.

Section 5.2--SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Franchisee shall make its Cable Service available to all residents in the Town, subject to this Section 5.2, Section 5.3 below and Section 5.4 below.

(b) Installation charges shall be non-discriminatory. Any dwelling unit within two hundred and twenty-five feet (225') of the Franchisee's nearest Trunk and Distribution System shall be entitled to a standard installation rate. Any installation in excess of 225' shall be provided upon payment of the Franchisee's actual costs, for those portions in excess of 225'.

(c) The Franchisee shall have up to ninety (90) days in order to survey, design and install, weather permitting, non-standard installations that are more than 225 feet from the existing Trunk and Distribution System.

(d) Installation charges shall be consistent with federal and State regulations. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(e) Cable Service(s) shall not be withdrawn from any location(s) in the Town that is served at any time during the term of this Renewal Franchise, provided that a Subscriber's financial and other obligations to the Franchisee are honored, and provided further that the Franchisee shall have no obligation to provide Cable Service to any Person who or which the Franchisee has reasonable basis to believe is using an unauthorized Converter and/or is otherwise obtaining any Cable Service in an unlawful manner.

Section 5.3--LINE EXTENSION

(a) The Cable Television System shall be extended automatically, at the Franchisee's sole cost and expense to any and all areas of the Town containing twenty (20) Subscribers per aerial mile of cable plant or fractional proportion thereof, and/or twenty-five (25) Subscribers per underground mile of Cable System plant or fractional proportion thereof from the existing Trunk and Distribution System. The Franchisee shall file for all necessary permits no later than sixty (60) days after receipt of a Subscriber's request. The Franchisee shall expeditiously seek all

necessary permits. Said service shall be made available and fully activated to requesting subscribers no later than ninety (90) days after all necessary permits are obtained.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of subscribers in such area minus the costs of extending service to the subscriber in an area that meets the twenty (20) Subscribers per aerial mile of Cable System plant and/or fractional proportion thereof, or twenty-five (25) Subscribers per underground mile of Cable System plant or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- * C equals the cost of construction of new plant from the termination of existing Cable System plant;
- * LE equals the number of new Subscribers passed;
- * CA equals the average cost of construction per mile;
- * P equals the 20 Subscribers per linear mile of aerial Cable System plant, or 25 Subscribers per linear mile of underground Cable System plant; and
- * SC equals the per Subscriber contribution in aid of construction in the line extension area.

(c) The Town shall make its best efforts to notify the Franchisee, including, without limitation, having the Community Development Department so notify the Franchisee, in advance whenever new developments are under consideration by Town agencies.

Section 5.4--LINE EXTENSION PROCEDURES

Any potential Subscriber located in an area of the Town without Cable Television Service may request such service from the Franchisee. In areas meeting the requirements of Section 5.2 and Section 5.3 above, the Franchisee shall extend Cable Service to the area promptly, but in no case later than ninety (90) days after all necessary permits are obtained and make-ready is completed by the utility companies in order to allow the Franchisee to extend the Cable System. The Franchisee shall expeditiously seek all necessary permits. In those areas with less than twenty (20) Subscribers per aerial mile and/or twenty-five (25) Subscribers per underground mile, the Franchisee, shall, within forty-five (45) days following a request for Cable Service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the possible contribution in aid of construction (see Section 5.2 (b) above) that will be charged. The Franchisee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements by the Franchisee, weather permitting.

Section 5.5--UNDERGROUND FACILITIES

In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Franchisee shall likewise place its facilities underground at its sole cost and expense, unless the other utilities receive compensation from the Town for placement of utilities underground. Underground cable lines shall be placed beneath the pavement subgrade. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 5.6--TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Franchisee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places, and private property in the Town. The Franchisee shall comply with all generally applicable rules and/or regulations established by the Franchising Authority or its designee during the term of this Renewal Franchise regarding tree and/or root trimming and/or pruning.

Section 5.7--RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

Section 5.8--TEMPORARY RELOCATION

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the party requesting such move. The Franchisee shall be given reasonable notice necessary to maintain continuity of Service.

Section 5.9--DISCONNECTION AND RELOCATION

The Franchisee shall, without charge to the Franchising Authority and/or the Town, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or

remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 5.10--SAFETY STANDARDS

The Franchisee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, and all land use restrictions as the same exist or may be amended hereafter.

Section 5.11--PEDESTALS

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable regulations of the Town; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 5.12 below.

Section 5.12--CABLE SYSTEM MAPS

(a) Upon written request, the franchise shall file with the Issuing Authority strand maps of the Cable System plant. Said strand maps shall include the routing of the Cable System, including underground and aerial plant.

(b) Upon written request, the Franchisee shall make available to the Franchising Authority for inspection "as-built" maps of all Cable System plant at a mutually-agreeable location.

Section 5.13--PRIVATE PROPERTY

The Franchisee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Franchising Authority or the affected Subscriber(s).

Section 5.14--RIGHT TO INSPECTION OF CONSTRUCTION

The Franchising Authority or its designee(s) shall have the right, at its cost, to inspect all

construction, installation and/or upgrade work performed subject to the provisions of this Renewal Franchise and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this Renewal Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations. Franchisee shall receive prior notification of and shall have the right to be present at any such inspection.

Section 5.15--SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable Television System, only during periods of minimal use, and, if practical with the prior notification to Subscribers.

Section 5.16--COMMERCIAL ESTABLISHMENTS

The Franchisee shall make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Franchisee, in accordance with applicable law(s) and/or regulation(s).

ARTICLE 6
SERVICES AND PROGRAMMING

Section 6.1--BASIC SERVICE

The Franchisee shall provide a Basic Service tier to all subscribers in accordance with 47 U.S.C. 534.

Section 6.2--PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 1** attached hereto and made a part hereof.

(b) The Franchisee shall provide the Franchising Authority and all Subscribers with thirty (30) days advance written notice of any change in its Hudson Programming line-up, if the change is within the control of the Franchisee.

Section 6.3--LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

Section 6.4--CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers in advance.

Section 6.5--FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a). The parties agree that Franchisee will provide basic cable service to the locations identified in **Exhibit 2** and has the right in accordance with applicable law to deduct the value of those services from franchise fees. Franchisee will notify the Town if it intends to implement said offset and the value of those services at least sixty (60) days prior to doing so

(b) Subject to Section 6.6 (a) and upon written request of the Franchising Authority, the Franchisee shall provide one standard installation and the Basic Service to those public institutions and private schools located along its Cable System routes, but not listed in **Exhibit 2**. The Franchisee shall discuss the location of each connection with the proper officials of each of the institutions entitled to such free standard installation and Basic Service.

(c) The Franchisee shall not be responsible for internal wiring of said public buildings and private schools in order to provide standard installation and Basic Service as required herein.

**ARTICLE 7
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
CHANNELS AND CAPITAL FUNDING**

Section 7.1--HUDSON COMMUNITY TELEVISION

The Franchising Authority, or its designee(s), (currently Hudson Community Television) shall be responsible for the provision of PEG Access Programming to Subscribers in the Town.

Section 7.2--PEG ACCESS CHANNELS

(a) Franchisee shall provide four (4) Access Channels. Three (3) of the four Access Channels shall be available on the Effective Date.

(b) The Franchisee shall also provide the fourth Access Channel on or before December 31, 2023, in high definition ("HD") format. The Franchising Authority and/or its designee(s) shall be responsible for providing one PEG Access Channel Signal in HD format, compatible to the Franchisee's equipment, to the demarcation point at the designated point of origination for the HD PEG Access Channel, to coincide with the availability of the HD PEG Access Channel, on or before December 31, 2023. The Franchisee shall distribute the HD PEG Access Channel Signal on its Cable System in HD format without substantial alteration or deterioration.

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or PEG Access Users.

(d) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel(s), once established, without the advance, written notice to the Franchising Authority and the Access Provider; such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.

(e) The Town of Hudson and/or Hudson Community Television shall be responsible for the picture quality of all PEG Access Programming at the input of the modulators that are permanently located at each origination location listed below, which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the Town's and/or Hudson Community Television's end-user equipment. The Franchisee may require access to said modulator(s) for the purpose of testing, maintaining, and/or adjusting output levels of the modulator, and the Franchisee shall test and adjust the levels of such output as reasonably needed to ensure good picture quality. The Franchisee may require the Town or Hudson Community Television to first test and determine if end-user equipment is the source of any apparent signal problems. Any modulators that are used at remote sites other than the PEG Access studio shall be owned by Hudson Community Television or the Town.

Section 7.3--PEG ACCESS ORIGINATION CAPABILITY AND CABLECASTING

(a) Origination locations shall include (i) Town Hall, 12 School Street; (ii) PEG Access studio

located at 19 Kimball Hill

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority or Hudson Community Television. The Franchisee shall not charge the Franchising Authority and/or Hudson Community Television for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream Signals from the Town and/or Hudson Community Television to the designated Downstream Access Channel(s). Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

Section 7.4--EQUIPMENT OWNERSHIP AND MAINTENANCE

The Town shall own and maintain (i) all PEG Access equipment in its possession, as of the Effective Date of this Renewal Franchise.

Section 7.5--PEG ACCESS CHANNEL(S) MAINTENANCE

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at the FCC Technical Standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Franchisee shall make available a copy of its most recent annual performance tests.

Section 7.6--NO EDITORIAL CONTROL

In accordance with applicable law, the Franchisee shall not engage in any editorial control and/or any other control of the content of the PEG Access Programming on the Cable System.

Section 7.7--PEG ACCESS OPERATIONAL RULES

The Franchising Authority shall establish rules and regulations for use of the PEG Access facilities consistent with, and as required by, Section 611 of the Cable Act (47 U.S.C. Section 531).

ARTICLE 8
FRANCHISE FEES

Section 8.1--FRANCHISE FEE PAYMENTS

(a) Franchisee shall pay a Franchise Fee to the Town, throughout the term of this Renewal Franchise equal to five percent (5%) of Franchisee's Gross Annual Revenue. Franchisee shall have one hundred twenty (120) days from the Effective Date to implement the new Franchise Fee from the previous four percent (4%) of Franchisee's Gross Annual Revenue.

(b) The Franchisee's payments to the Town shall be made on a quarterly basis forty-five (45) days after close of each calendar quarter. The first and last payments shall be prorated, if necessary.

(c) The Franchisee shall file with each such payment a statement, prepared by a financial representative of the Franchisee, documenting, in detail, the total of all Gross Annual Revenues of the Franchisee during the preceding year. The Franchisee shall also complete and submit to the Franchising Authority, on a quarterly basis, the Gross Annual Revenues Quarterly Reporting Form, attached hereto as **Exhibit 3**.

Section 8.2--OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Franchisee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law, except for "franchise fees", as defined by federal law. The payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person. The Franchisee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee payments in accordance with applicable federal law.

(b) Nothing in the Cable Act shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service or other Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(c) The Franchisee and the Franchising Authority hereby agree that the meaning of the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

Section 8.3--LATE PAYMENT

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this Section 8.3 shall not be deemed to be part of the Franchise Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.4--RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the Franchising Authority and shall occur in no event later than one (1) year after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchisee shall have thirty (30) days to provide the Franchising Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

Section 8.5--AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Hudson.

Section 8.6--METHOD OF PAYMENT

All payments by the Franchisee to the Franchising Authority pursuant to this Article 8 shall be made payable to the Town.

**ARTICLE 9
RATES AND CHARGES**

Section 9.1--RATE REGULATION

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

Section 9.2--NOTIFICATION OF RATES AND CHARGES

(a) The Franchisee shall file with the Franchising Authority schedules which shall describe all services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Franchisee shall file with the Franchising Authority all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto at least thirty (30) days prior to implementation of said change. The Franchisee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 9.2 shall not prohibit the Franchisee from offering or discontinuing promotional discounts upon less than thirty (30) days notice. No rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase to either downgrade Service or terminate Service altogether without any additional charge. Once a Subscriber has requested a change in Service at any time within said thirty (30) day period, the Franchisee shall commence billing said Subscriber at the new rate from the date of the request for a change in Service, regardless of whether the Franchisee actually changes the level of Service within that time period.

Section 9.3--PUBLICATION AND NON-DISCRIMINATION

All rates for subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 9.4--CREDIT FOR SERVICE INTERRUPTION

In the event that the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Franchisee shall grant such Subscriber a pro rata credit or rebate in compliance with applicable law(s).

**ARTICLE 10
INSURANCE AND BONDS**

Section 10.1--INSURANCE

No later than thirty (30) days after the Effective Date and at all other times during the term of the Renewal Franchise, including the time for removal of facilities provided for herein, the Franchisee shall obtain, pay all premiums for, and file with the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insured on all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one Person in any one occurrence.

(2) A property damage insurance policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insured and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence.

(3) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one Person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation and Employer's Liability in the minimum amount of:

(a) Statutory limit for Worker's Compensation; and

(b) One Hundred Thousand Dollars (\$100,000.00) for Employer's Liability.

(5) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.

(D) The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal Franchise under which the Town may immediately suspend operations under this Renewal Franchise subject to the provisions of Section 12.1 herein.

Section 10.2--PERFORMANCE BOND

(a) No later than ninety (90) days from the Execution Date of this Renewal Franchise, the Franchisee shall obtain and maintain at its sole cost and expense throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety franchised to do business in the State of New Hampshire in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal Franchise, subject to Determination of Breach (Section 12.1).

(b) The performance bond shall be effective throughout the term of the Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Renewal Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 infra.

(c) The performance bond shall be a continuing obligation of this Renewal Franchise. In the event that the Town recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$50,000.00 required herein. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

Section 10.3--REPORTING

The Franchisee shall submit to the Franchising Authority, or its designee(s), upon written request, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 10.4--INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority. Any settlement requiring Town remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied.

**ARTICLE 11
ADMINISTRATION AND REGULATION**

Section 11.1--REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Franchising Authority shall enforce the Franchisee's compliance with the terms and conditions of this Renewal Franchise. The Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

Section 11.2--PERFORMANCE EVALUATION HEARINGS

(a) The Franchising Authority may hold a performance evaluation hearing once during each year of this Renewal Franchise. The Franchisee shall be provided at least thirty (30) days notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance with the terms and conditions of this Renewal Franchise, customer service and Complaint response, and PEG Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect concerning the construction, upgrade, operation and/or maintenance of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall cooperate fully with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town, pursuant to Section 14.1(b) infra. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Renewal Franchise, the Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra. The Franchisee shall subsequently respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

Section 11.3--NONDISCRIMINATION

The Franchisee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal Franchise.

Section 11.4--EMERGENCY REMOVAL OF PLANT

If, in case of fire or disaster in the Town at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Franchisee.

Section 11.5--REMOVAL AND RELOCATION

The Franchising Authority shall have the authority at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the authority to remove or relocate the same, which cost the Franchisee shall reimburse to the Town.

Section 11.6--INSPECTION

Upon written notice to the Franchisee, except in the case of an emergency, the Franchising Authority and/or its designee(s), at its expense, shall have the right to inspect the plant, equipment or other property of the Franchisee in the Town during Normal Business Hours. The Franchisee shall be present, and shall fully cooperate with the Franchising Authority, during such inspection(s).

Section 11.7--JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12
DETERMINATION OF BREACH
LIQUIDATED DAMAGES-FRANCHISE REVOCATION

Section 12.1--DETERMINATION OF BREACH

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

(b) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(c) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure any such default and reporting the Franchisee's progress until any such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Franchising Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Renewal Franchise.

(e) In the event that the Franchising Authority, after such hearings, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;

(ii) seek specific performance of any provision of the Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;

(v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;

(vi) invoke any other remedy available to the Town.

Section 12.2--LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee receives written notice, by certified mail, pursuant to Section 12.1(a) above, of the provision(s) which the Franchising Authority believes to be in default, unless cured pursuant to Section 12.1(c) above.

(1) For failure to construct, fully activate, operate, maintain, and make available to all residents in the Town the Cable Television System, in accordance with Sections 4.1, 5.2, 5.3 and/or 5.4 herein, Four Hundred Dollars (\$400.00) per day, for each day that such construction, upgrade and activation has not occurred.

(2) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of the Renewal Franchise in accordance with Article 3 herein, Four Hundred Dollars (\$400.00) per day, for each day that such non-compliance continues.

(3) For failure to comply with the PEG Access provisions in accordance with the provisions of Article 7 herein, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues; provided, however, any payment(s) under this Section 12.2(a)(3) shall be reduced by any late payment interest, if any, paid pursuant to Section 7.4(c) supra, only if such late payments are the subject of such non-compliance.

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.3 and Exhibit 8 infra, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues.

(5) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 6.6 herein and/or Exhibit 2, Fifty Dollars (\$50.00) per day that any such non-compliance continues.

(6) For failure to submit reports, pursuant to Article 14 herein, Fifty Dollars (\$50.00) per day that said reports are not submitted as required.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal Franchise and applicable law, including penalties or revocation, or any

other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3--REVOCATION OF THE RENEWAL FRANCHISE

In the event that the Franchisee fails to comply with any material provision of this Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein, subject to the procedures of Section 12.1 above and applicable law.

Section 12.4--TERMINATION

The termination of this Renewal Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; or (iii) the expiration of the term of this Renewal Franchise, unless the Franchisee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 12.5--NON-EXCLUSIVITY OF REMEDY

No decision by the Franchising Authority or the Town to invoke any remedy under the Renewal Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 12.6--NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Franchising Authority to exercise, and no delay in exercising, any right in this Renewal Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal Franchise shall impair any of the rights of the Franchising Authority under applicable law, subject in each case to the terms and conditions in this Renewal Franchise.

(c) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at

any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Renewal Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.

(d) Acceptance of the terms and conditions of this Renewal Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

ARTICLE 13
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1--TELEPHONE ACCESS

(a) The Franchisee, at a minimum, shall comply with the FCC's Customer Service Obligations, currently at 47 C.F.R. 76.309(c)(1)(A)-(D), and attached hereto as **Exhibit 4** Under Normal Operating Conditions, as defined, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(b) The Franchising Authority shall have the right to direct the Franchisee to submit to a "busy study" from the telephone company which provides service to the Franchisee, without charge to the Franchising Authority, if the bi-annual reports submitted by the Franchisee to the Franchising Authority pursuant to Section 14.4 infra, do not clearly document that the Franchisee's telephone lines are accessible to its Hudson Subscribers as required herein.

(c) The Franchisee's business-customer service office shall have a publicly listed local or toll-free telephone number.

Section 13.2--ANSWERING SERVICE

(a) At all other times that its customer service center is not open, the Franchisee shall maintain, throughout the entire term of this Renewal Franchise, a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Franchisee. Said answering service shall (i) forward all inquiries and/or Complaints to the Franchisee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Franchisee's customer service department for response. If requested or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact the Subscriber to follow-up on their individual problem or inquiry. The Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

(b) All after-hours telephone calls of an emergency nature shall be acted upon promptly, and one of the Franchisee's on-call personnel shall be contacted.

Section 13.3--SERVICE CALLS

(a) In arranging appointments for service calls, the Franchisee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(2), attached hereto as **Exhibit 4**.

(b) The Franchisee shall remove all Subscriber Drops, within seven (7) calendar days of receiving a request from a Subscriber to do so.

Section 13.4--SUBSCRIBER SOLICITATION PROCEDURES

Upon request, the Franchisee shall inform all prospective Subscribers of the availability of the materials required by 47 C.F.R. 76.309(c)(3)(A). These materials shall be provided to all Subscribers (i) at the time of installation of Service; (ii) at least annually; and (iii) at any other time, upon request. Such information shall also include:

- (a) Notice of the availability of detailed information on parental lockout devices.
- (b) Written information concerning the Franchisee's privacy policies, pursuant to State and federal law.

Section 13.5--NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE

As set forth in R.S.A. 53-C: 3-d, annually, the Franchisee shall mail to each of its Subscribers a notice which:

- (a) Informs Subscribers how to communicate their views to the Franchisee and to the Office of the Attorney General, Consumer Protection and Antitrust Bureau; and
- (b) States the responsibility of the Office of the Attorney General, Consumer Protection and Antitrust Bureau to receive and act on consumer complaints.

Such notice shall be in non-technical language, understandable by the general public, and in a convenient format. On or before January 30 of each year, the Franchisee shall certify to the Franchising Authority and to the Office of the Attorney General, Consumer Protection and Antitrust Bureau that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

Section 13.6--CONSUMER SALES STANDARDS

At the time of initial solicitation or installation of service, the Franchisee shall provide written information to the prospective customer that lists (i) all rates and charges for all levels of Service; (ii) all tiers and other programming packages with a listing of channels or Services; and (iii) billing policies and procedures.

Section 13.7--BILLING PRACTICES INFORMATION AND PROCEDURES

- (a) Billing procedures shall be as follows:

- {i} The Franchisee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.

- {ii} The Franchisee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

{iii} Late charges, if applied, shall in no case be imposed earlier than thirty (30) days after the due date.

{iv} Subscribers shall have thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning said bill.

{v} In the event that a bona fide billing dispute arises, the Franchisee shall respond to each Complaint within fifteen (15) days of receiving a written notification of said dispute from the Subscriber and shall make its best efforts to resolve each dispute within forty-five (45) days of receiving a written notification of said dispute from said Subscriber. If said dispute cannot be settled within the forty-five (45) day period and/or the results of the Franchisee's investigation into said dispute are unacceptable to the Subscriber, the Franchisee shall notify, and deliver to, the affected Subscriber its proposed resolution of the dispute within one day of expiration of said forty-five (45) day period.

{vi} The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Franchisee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Franchisee of said dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

Section 13.8--DISCONNECTION AND TERMINATION OF CABLE SERVICES

In no event shall the Franchisee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency. Disconnection and termination of Cable Services shall be subject to applicable federal and State law and regulation.

Section 13.9--RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS

(a) The Franchisee shall respond to all requests for Service that are received under Normal Operating Conditions, as defined in 47 C.F.R. §76.309, attached hereto as **Exhibit 4**, on a first-come, first-served basis Monday through Friday. Such requests shall be handled immediately, if possible, but in all instances, within twenty-four (24) hours of the original call. Verification of the problem and, where possible, resolution, shall occur within forty-eight hours.

(b) Calls for repair service after Normal Business Hours and on Saturdays, Sundays and holidays shall be scheduled by the Franchisee's personnel according to normal repair service policies.

(c) The Franchisee shall ensure that there are stand-by personnel on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to twenty-four (24) hours a day by the Franchisee's personnel. For purposes of this section, an outage shall be considered to occur when five (5) or more calls are received from any one neighborhood, concerning such an outage.

(e) Call center personnel shall be notified of outages reported to either local, regional, or national call centers, that impact Subscribers in the Town, and shall notify customers reporting an outage if there is an outage currently known and under investigation or repair in the vicinity of the customer.

Section 13.10--COMPLAINT RESOLUTION PROCEDURES

(a) The Franchisee shall establish a procedure for resolution of billing and privacy disputes and Complaints by Subscribers. The Franchisee shall provide, on an annual basis, a written description of said procedures to all Subscribers, as well as the Franchising Authority.

(b) Upon request, the Franchisee shall provide written information to the Franchising Authority regarding Subscriber Complaints in Hudson.

(c) If the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Franchisee, provided that the Subscribers make a good faith effort to comply with the Franchisee's procedures specified in paragraph (a) above for the resolution of Complaints.

(d) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved subscriber Complaints, the Franchising Authority and the Franchisee may discuss appropriate amendments to this Renewal Franchise.

Section 13.11--CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade Service, the Franchisee shall cease and/or adjust said Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall said Subscriber be charged for Service(s) requested to be changed after the Franchisee is notified of said change(s). In the event that Subscribers request disconnection or downgrade of Service(s), the Franchisee's charges, if any, shall comply with applicable federal law or regulation.

Section 13.12--LOSS OF SERVICE-SIGNAL QUALITY

The Franchisee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a number of Complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Franchising Authority shall, after giving the Franchisee fourteen (14) days notice and an opportunity to cure said deficiency, order the Franchisee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Franchisee may request additional time from the Franchising Authority

in which to correct said deficiency, which permission shall not be unreasonably denied. The Franchising Authority and the Franchisee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 13.13--EMPLOYEE AND AGENT IDENTIFICATION CARDS

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card approved by the Franchisee.

Section 13.14--PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and, pursuant to applicable federal law, shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Franchisee shall notify all Leased Access parties who offer Cable Services in conjunction with the Franchisee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal Franchise.

Section 13.15--PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Franchisee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

Section 13.16--DISTRIBUTION OF SUBSCRIBER INFORMATION

The Franchisee and its agents or employees shall comply with Section 631 of the Cable Act regarding the distribution of Subscriber information.

Section 13.17--INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act and other applicable law, the Franchisee shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber, without a Subscriber's prior authorization. If a court authorizes or orders such disclosure, the Franchisee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 13.18--SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Upon request, the Franchisee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Franchisee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Franchisee a copy of any or all of the personal subscriber information regarding him or her maintained by the Franchisee. The Franchisee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to the Franchisee's General Manager.

ARTICLE 14
REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1--GENERAL

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the Town any information regarding the Franchisee, its business and operations, or any Affiliated Person, with respect to the Cable System, any Service, in such form and containing such detail as may be specified by the Town pertaining to the subject matter of this Renewal Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority Involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the Town Attorney for a determination of the validity of the Franchisee's claim of a proprietary interest. If the Town Attorney agrees that the material is of a proprietary nature, the information furnished shall not be a public record, but the Franchisee shall make it available, on its premises, to the Franchising Authority, at times convenient for both parties. The Franchisee may require the Franchising Authority and/or its representatives to execute a confidentiality agreement before making any such information available. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

Section 14.2--FINANCIAL REPORTS

The Franchisee shall furnish the Franchising Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Franchisee's Fiscal Year, the following financial information:

(a) Statement of Income upon which the annual Franchise Fee is based, including:

(i) All Subscriber Revenues, including but not limited to, regular Basic Service charges, Pay Cable charges, Pay-Per-View revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, Leased Access revenues, home shopping services revenues and any other special service revenues.

(b) If requested in writing, a list of officers and members of the Board of Directors of the Franchisee and its parent, if any.

Section 14.3--CABLE SYSTEM INFORMATION

Upon written request, the Franchisee shall file annually with the Franchising Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed.

Section 14.4--IN-HOUSE TELEPHONE REPORTS

Upon written request, on a semi-annual basis, the Franchisee shall make available to the Franchising Authority copies of all in-house telephone reports that track the activity and effectiveness, on a regional basis, of the Franchisee's telephone system.

Section 14.5--SUBSCRIBER COMPLAINT LOG

(a) The Franchisee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years.

(b) Such record(s) shall contain the following information for each Complaint received:

- (i) Date, time and nature of the Complaint;
- (ii) Investigation of the Complaint; and
- (iii) Manner and time of resolution of the Complaint.

(iv) If the Complaint regards equipment malfunction or the quality of reception, the Franchisee shall file a report indicating the corrective steps it has taken, with the nature of the problem stated.

(v) Upon written request, the Franchisee shall make available to the Franchising Authority records of such Complaints, as allowed by applicable law.

Section 14.6--INDIVIDUAL COMPLAINT REPORTS

The Franchisee shall, within ten (10) business days after receiving a request from the Town, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 14.7--ANNUAL PERFORMANCE TESTS

Upon written request, the Franchisee shall provide copies of its Hudson Cable System performance tests to the Franchising Authority in accordance with FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq.

Section 14.8--QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall have the right and authority to require the Franchisee to test, analyze and report on the performance of the Cable System. The Franchisee shall fully cooperate with the Franchising Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the System component tested;

- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint or problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

(c) At the end of said thirty day (30) period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Franchising Authority. Such tests shall be supervised by a professional engineer at terms satisfactory to both the Franchisee and the Franchising Authority; provided, however, that the Franchisee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Franchisee shall pay for the costs of such engineer only if the tests performed show that the quality of Service is below the FCC's Technical Standards.

Section 14.9--DUAL FILINGS

(a) Upon written request and pursuant to Section 14.1(b), the Franchisee shall make available to the Town copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Cable System operation hereunder, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 14.10 --ADDITIONAL INFORMATION

At any time during the term of this Renewal Franchise, upon the reasonable request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be required to establish the Franchisee's compliance with its obligations pursuant to the Renewal Franchise, subject to Section 14.1 supra.

Section 14.11 --INVESTIGATION

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency.

**ARTICLE 15
EMPLOYMENT**

Section 15.1--EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee shall comply with all applicable State and federal laws regarding Equal Employment Opportunity.

Section 15.2--NON-DISCRIMINATION

The Franchisee shall adhere to all federal, State and local laws prohibiting discrimination in employment practices.

ARTICLE 16
MISCELLANEOUS PROVISIONS

Section 16.1--ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 16.2--CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such captions shall not affect the meaning or interpretation of the Renewal Franchise.

Section 16.3--SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

Section 16.4--ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

Section 16.5--RENEWAL FRANCHISE EXHIBITS

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise.

Section 16.6--WARRANTIES

The Franchisee warrants, represents and acknowledges, that, as of the Execution Date of this Renewal Franchise:

(a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of New Hampshire;

(b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be

obtained as of the Execution Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise; and

(c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Renewal Franchise.

Section 16.7--FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental restrictions; and unavailability of essential equipment and/or materials beyond the control of the Franchisee and/or the Franchising Authority.

Section 16.8--APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to, and are enforceable against, the Town, the Franchisee, and their respective successors and assignees.

Section 16.9--NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to

Board of Selectmen,
Town of Hudson,
12 School Street
Hudson, New Hampshire 03051

or such other address as the Franchising Authority may specify in writing to the Franchisee.

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to:

Comcast Cable Communications, Inc.
Attn: Government & Community Relations
5 Omni Way
Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Place
Philadelphia, PA 19103

or such other address as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(c) All required notices shall be in writing.

Section 16.10--TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Franchisee acknowledges the Town's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise.

Section 16.11--NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

Section 16.12--TERM

All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the execution of this Renewal Franchise and shall continue for the term of the Renewal Franchise except as expressly provided for herein.

EXHIBIT 1 - PROGRAMMING

The Franchisee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

For informational purposes, it is the Franchisee's intention to have the following channel line-up upon the Effective Date of the Renewal Franchise, subject to applicable law and the Franchisee's editorial discretion.

**EXHIBIT 2 – FREE CONNECTIONS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS**

The following schools and public buildings, and all new schools and public buildings built and/or otherwise occupied during the term of the Renewal Franchise, shall receive (i) one Drop and (ii) the monthly Basic Cable Service at no charge to the Franchising Authority:

1. Hudson Town Hall - 12 School Street
2. Community Center - 12 Lions Avenue
3. Fire Administration – 39 Ferry Street
4. Central Fire Station – 15 Library Street
5. Fire Sub Station 1 – 52 Robinson Road
6. Fire Sub Station 2 – 88 Burns Hill Road
7. Police Department Headquarters – 1 Constitution Drive
8. Police Department, Kirby Building – 4 Constitution Drive
9. Public Works Headquarters – 2 Constitution Drive
10. Recreation Department – 4 Oakwood
11. Life Guard Building – Robinson Road
12. Hills Memorial Library – 16 Library Street
13. Alvirne High School – 200 Derry Road
14. Hudson Middle School – 1 Memorial Drive
15. Library Street School – 27 Library Street
16. H.O. Smith Elementary School – 33 School Street
17. Hill Garrison Elementary School – 190 Derry Road
18. Kimball Webster School – 20 Library Street
19. Rodgers Memorial Library - 194 Derry Rd
20. James A. Taylor Memorial Fire Station – 204 Lowell Road
21. Animal Control Facility – 6 Constitution Drive
22. Hudson Community Television – 19 Kimball Hill Road
23. Senior Center – 19 Kimball Hill Road

EXHIBIT 3 - GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM

Company: Comcast of Connecticut/Georgia/Massachusetts/NewHampshire/NewYork/North Carolina/Virginia/Vermont, LLC

Municipality: Town of Hudson, New Hampshire

Quarterly Revenue Period: _____ **Calendar Year:** _____

Composition of Total Revenues Subject to Franchise Fee:

| <u>Revenue Adjustment (specify)</u> | <u>Totals</u> |
|-------------------------------------|---------------|
|-------------------------------------|---------------|

Totals by Service:

Basic Service Revenue \$ [enter amount]
Pay Service Revenue¹ \$ [enter amount]
Other Unregulated Revenue² \$ [enter amount]
Digital Revenue \$ [enter amount]
Leased Access Revenue \$ [enter amount]

Subtotal: \$ [enter subtotal]

Less Bad Debt Paid \$ [enter amount]

Total Gross Annual Revenues \$ [enter total]

Less Bad Debt

Franchise Fee (5%) \$ [enter % of total]

Franchise Fee Due \$ [enter total due]

(1) – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

(2) – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance, home shopping, advertising sales less commissions and agency fees, and other misc. billing adjustments.

Authorized Comcast Representative:

Date: _____

EXHIBIT 4 FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION PART 76--CABLE TELEVISION SERVICE Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(a) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7)

business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

SIGNATURE PAGE

In Witness Whereof, this Renewal Franchise is hereby issued by the Board of Selectmen of the Town of Hudson, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Connecticut/Georgia/Massachusetts/NewHampshire/NewYork/North Carolina/Virginia/Vermont, LLC.

THE TOWN OF HUDSON, NH

By:

Board of Selectmen

Board of Selectmen

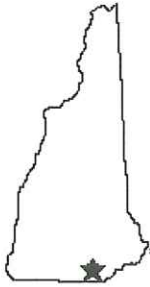
Board of Selectmen

Board of Selectmen

Board of Selectmen

**COMCAST OF CONNECTICUT/GEORGIA/MASSACHUSETTS/
NEW HAMPSHIRE/NEW YORK/NORTH CAROLINA/
VIRGINIA/VERMONT, LLC.**

Anthony M. Bowling, Sr. Vice President
Greater Boston Region



TOWN OF HUDSON

Engineering Department



8D

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

RECEIVED

JUL 19 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: Steve Malizia, Town Administrator
Board of Selectmen

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

DATE: July 19, 2022

RE: Lowell Road Bridge (116/080) – DES Fee – Amendment # 2

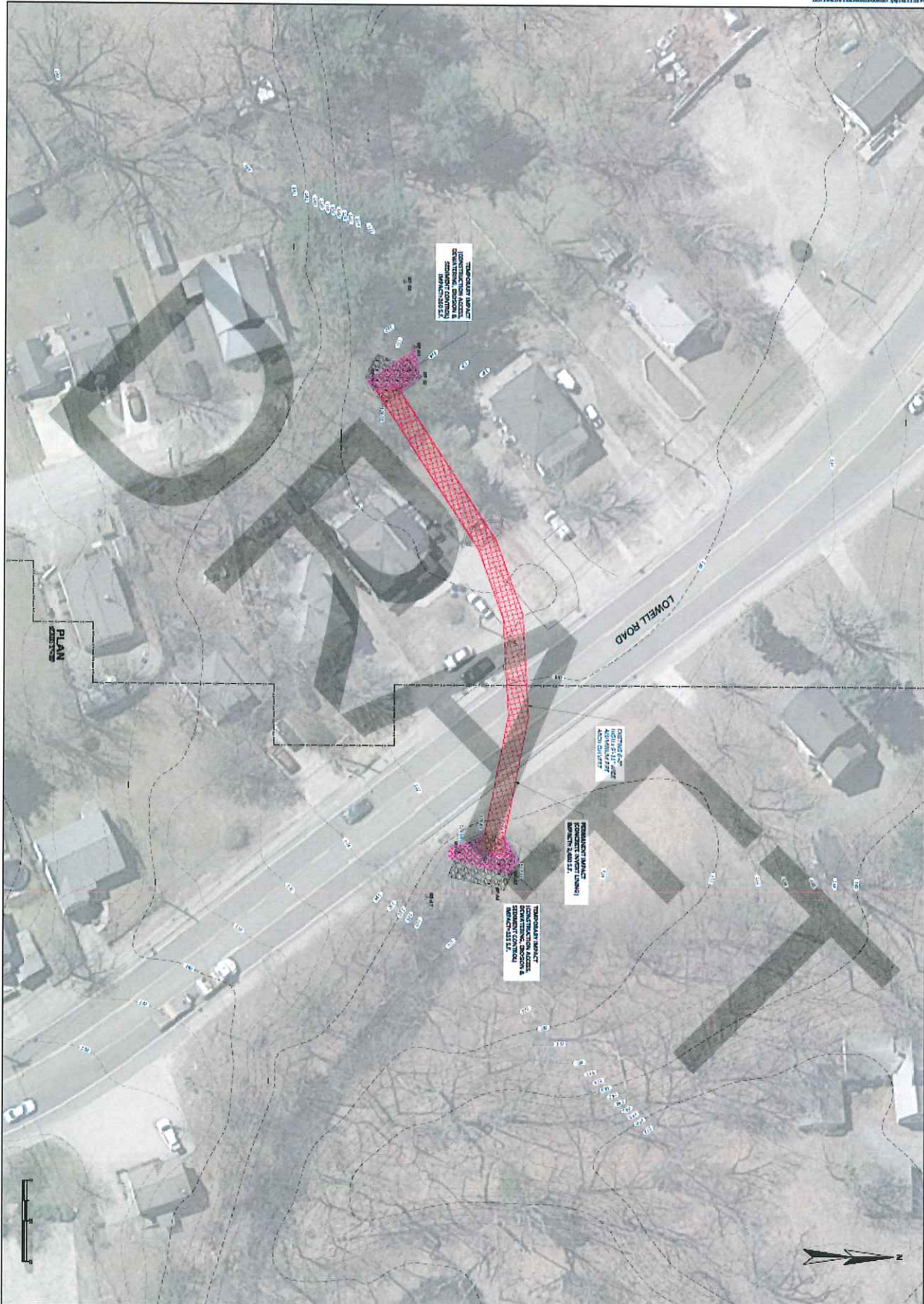
On December 14, 2021 the Board of Selectmen awarded the design engineering services to Wright-Pierce, Inc. for the amount of \$28,810. On June 28, 2022 The Board of selectmen approved the additional effort related to submitting the Standard Dredge and Fill application for the amount of \$11,910 for a total of 40,720.

We have been notified by our consultant that the state fee related to the Standard Dredge and Fill will be \$1,230.00 based on the current submittal and our total design phase estimate was \$50,000.

Town Engineer recommendation is to approve the amount of \$1,500, in case of any minor changes to the permit application.

Motion:

To approve the Amendment #2 related to permit fees for the amount of, not to exceed, \$1,500, which brings the total contract amount to \$42,220 using Account #: 7201.



C-1

**TOWN OF HUDSON
LOWELL ROAD BRIDGE REPAIR
HUDSON, NEW HAMPSHIRE**

EXISTING CONDITIONS PLAN

WRIGHT-PIERCE

603.430.3728 | www.wright-pierce.com

2025 CADRENEY WAY, SUITE 101, FRENCHMOUNTAIN, VT 05450

| | |
|--------------|---------------------------|
| PROJECT NO | 16-0000 |
| PROJECT NAME | LOWELL ROAD BRIDGE REPAIR |
| DATE | 11/11/2016 |
| APP'D BY | JGALLANT |
| DATE | 11/11/2016 |
| DRAWN BY | JGALLANT |

| NO | REVISIONS | APP'D | DATE |
|----|-------------------|-------|------|
| 1 | ISSUED FOR PERMIT | | |
| | | | |
| | | | |
| | | | |
| | | | |

SECTION 11 - IMPACT AREA (Env-Wt 311.04(g))

For each jurisdictional area that will be/has been impacted, provide square feet (SF) and, if applicable, linear feet (LF) of impact, and note whether the impact is after-the-fact (ATF; i.e., work was started or completed without a permit).

For intermittent and ephemeral streams, the linear footage of impact is measured along the thread of the channel. *Please note, installation of a stream crossing in an ephemeral stream may be undertaken without a permit per Rule Env-Wt 309.02(d), however other dredge or fill impacts should be included below.*

For perennial streams/ivers, the linear footage of impact is calculated by summing the lengths of disturbances to the channel and banks.

Permanent impacts are impacts that will remain after the project is complete (e.g., changes in grade or surface materials).

Temporary impacts are impacts not intended to remain (and will be restored to pre-construction conditions) after the project is completed.

| JURISDICTIONAL AREA | | PERMANENT | | | TEMPORARY | | |
|---------------------|--|--------------|-----------|--------------------------|------------|-----------|--------------------------|
| | | SF | LF | ATF | SF | LF | ATF |
| Wetlands | Forested Wetland | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Scrub-shrub Wetland | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Emergent Wetland | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Wet Meadow | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Vernal Pool | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Designated Prime Wetland | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Duly-established 100-foot Prime Wetland Buffer | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| Surface Water | Intermittent / Ephemeral Stream | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Perennial Stream or River | 2,480 | 13 | <input type="checkbox"/> | 595 | 54 | <input type="checkbox"/> |
| | Lake / Pond | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Docking - Lake / Pond | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Docking - River | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| Banks | Bank - Intermittent Stream | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Bank - Perennial Stream / River | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Bank / Shoreline - Lake / Pond | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| Tidal | Tidal Waters | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Tidal Marsh | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Sand Dune | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Undeveloped Tidal Buffer Zone (TBZ) | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Previously-developed TBZ | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| | Docking - Tidal Water | | | <input type="checkbox"/> | | | <input type="checkbox"/> |
| TOTAL | | 2,480 | 13 | | 595 | 54 | |

SECTION 12 - APPLICATION FEE (RSA 482-A:3, I)

MINIMUM IMPACT FEE: Flat fee of \$400.

NON-ENFORCEMENT RELATED, PUBLICLY-FUNDED AND SUPERVISED RESTORATION PROJECTS, REGARDLESS OF IMPACT CLASSIFICATION: Flat fee of \$400 (refer to RSA 482-A:3, 1(c) for restrictions).

MINOR OR MAJOR IMPACT FEE: Calculate using the table below:

| | | | |
|---|---------|------------|-------------------|
| Permanent and temporary (non-docking): | 3075 SF | × \$0.40 = | \$ 1230.00 |
| Seasonal docking structure: | SF | × \$2.00 = | \$ |
| Permanent docking structure: | SF | × \$4.00 = | \$ |
| Projects proposing shoreline structures (including docks) add \$400 = | | | \$ |
| Total = | | | \$ 1230.00 |

Agenda
7-26-22

8E



TOWN OF HUDSON

Engineering Department

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



INTEROFFICE MEMORANDUM

RECEIVED

JUL 14 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE

TO: Steve Malizia, Town Administrator
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer
Jess Forrence, Public Works Director
William Collins, Chairman of Conservation Commission

DATE: June 13, 2022

RE: Merrill Park - Proposed Parking Area & Repair of the Existing Boat Ramp

Mr. Malizia,

The Hudson Conservation Commission has been working with the Public Works Department and the Engineering Department to design and construct a dedicated parking area for eight vehicles at Merrill Park. In addition, the Conservation Commission intends to repair the existing boat ramp that is in the state of disrepair.

The design and NHDES Shoreland Protection permit related to this project will be completed in house by the Engineering Department, similar to the Musquash Pond parking lot expansion project. Abutter notifications will take place when the permit gets filed and public input will be taken at a Conservation Commission meeting prior to the construction phase starting.

This project will be funded by the Hudson Conservation Commission and the construction work will be performed by the Public Works Department in 2023, similar to the Musquash Pond parking lot.

Prior to filing for the permit, approval from the Board of Selectmen is required.

First Motion:

To move forward with this project and authorize the Town Engineer to be the principal for this project.

Second Motion

To authorize the Town Engineer to file for the Shoreland Protection permit with NHDES.

Third Motion:

To authorize the Public Works Director to assist with construction of this project.



**Proposed Graveled Area
(30' x 80') for 8 vehicles**

**Proposed access path
repair/preservation, 10 feet wide**



TOWN OF HUDSON
FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

RECEIVED

JUL 18 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE



Agenda
7-26-22

8F

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

Robert M. Buxton
Chief of Department

TO: Kara Roy
Chairperson, Board of Selectmen

FR: Robert M. Buxton
Fire Chief

DT: July 18, 2022

RE: July 26, 2022 BOS Public Agenda

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

Attached you will find a notice to resign from Dispatcher Anthony Patti effective 0800 July 31, 2022.

Anthony has been a member of the department for the past three years. He has been an integral part of the communications team and we thank him for contributions and support during his time here.

We ask the Board of Selectman to accept his letter of resignation and wish him well in his future endeavors.

Motion #1:

To accept the letter of resignation from Dispatcher Anthony Patti effective 0800 July 31, 2022 with the Board's thanks and appreciation.

Motion #2:

To authorize the Fire Chief to advertise the Dispatcher position.

Anthony B Patti III

RECEIVED
JUL 13 2022

BY: 

July 18, 2022

To whom it may Concern,

I am writing this letter to inform you that my shift July 30, 2022 will be my last shift. I am resigning my position as Dispatcher for the Hudson Fire Department effective July 31, 2022 at 08:00.

I have thoroughly enjoyed my years at the Hudson Fire Department and have developed not only skills, but friendships that will last a lifetime.

Thank you for the opportunity to be a part of this amazing town and department.

Please continue to stay safe.

Thank you for your time,

Anthony B Patti III

Dispatcher 3



TOWN OF HUDSON

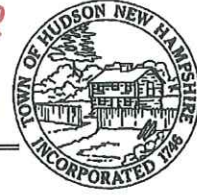
FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051

RECEIVED

JUL 21 2022

TOWN OF HUDSON
SELECTMEN'S OFFICE




*Aj...
7-26-22*

8G

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

Robert M. Buxton
Chief of Department

TO: Kara Roy
Chairperson, Board of Selectmen

FR: Robert M. Buxton 
Fire Chief

DT: July 21, 2022

RE: Seagrave Fire Apparatus

Attached you will find a copy of the proposed amendment to the contract for the purchase of the new pumper truck from Seagrave Fire Apparatus.

We have reviewed this document with Attorney Lefevre and he is comfortable with the proposed document.

We are asking the Board of Selectmen to consider two items this evening;

Motion #1:

To authorize the Fire Chief to sign the amendment to order terms with Seagrave Fire Apparatus for the purchase of one (1) unit(s) of Seagrave custom fire apparatus, model TB50CA Marauder II Pumper number SO #78L25.

Motion #2:

To authorize the Fire Chief to use American Rescue Plan funds not to exceed \$77,165 for the payment of the agreed upon amendment with Seagrave Fire Apparatus.

AMENDMENT TO ORDER TERMS

THIS AMENDMENT TO ORDER TERMS (this "Amendment"), dated as of _____, 2022, is made by and between Seagrave Fire Apparatus, LLC, 105 East 12th Street, Clintonville, WI 54929 ("Seagrave") and Town of Hudson, New Hampshire, 39 Ferry Street, Hudson, NH 03051 ("Purchaser" and, together with Seagrave, the "Parties").

BACKGROUND

This Amendment applies to each order, contract, agreement, instrument, term or undertaking (collectively, the "Order Terms") relating to one (1) unit(s) of Seagrave custom fire apparatus, model TB50CA Marauder II Pumper and numbered SO #78L25 (the "Apparatus"), including, without limitation, the Contract between Seagrave Fire Apparatus, LLC and Town of Hudson, New Hampshire, dated October 16, 2020. The manufacture and delivery of the Apparatus under the Order Terms as in effect prior to this Amendment (the "Original Order Terms") has become commercially impracticable. The Parties desire to enter into this Amendment to provide for an equitable modification of the Original Order Terms.

NOW, THEREFORE, for and in consideration of the premises, the covenants contained in this Amendment and the Order Terms, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are acknowledged by the Parties, the Parties hereby agree as follows:

1. Surcharge. The Original Order Terms are hereby amended to add a surcharge in the amount of Eighty-Nine Thousand One Hundred Sixty-Five and no/100 Dollars (\$89,165.00) (the "Surcharge") that shall be payable by Purchaser to Seagrave upon delivery and acceptance of the Apparatus and prior to the Apparatus being placed into fire service. The Surcharge shall be payable in addition to the amounts otherwise payable for approved modifications required by the Purchaser under the Original Order Terms.

2. Prepayment Discount. The Original Order Terms are hereby amended to include a recalculation of the prepayment discount to be increased a minimum of \$12,000 based on the additional time lapsed from time of prepayment to delivery (using invoice date) of the Apparatus to Purchaser.

3. Limited Warranty. The Original Order Terms are hereby amended to include the standard Seagrave Two-Year Limited Warranty for parts and labor be replaced with a Seagrave Three-Year Limited Warranty for parts and labor.

4. In-Process Inspection. The Original Order Terms are hereby amended to include accommodation for Chief Robert M. Buxton to travel to Seagrave for an In-Process Inspection of the Apparatus if delivery is delayed beyond September 1, 2022.

5. Loaner Apparatus. The Original Order Terms are hereby amended to include a Loaner Pumper Apparatus ("Loaner") be provided to Purchaser for use at no charge if the new

Apparatus is not completed and in service on or before October 30, 2022. The Loaner will be provided to Purchaser for use until the new Apparatus is accepted and placed into fire service.

6. Effect of Amendment. This Amendment shall constitute an amendment to the Original Order Terms. To the extent of any conflict between the terms of this Amendment and the Original Order Terms, the terms of this Amendment shall control. Except as provided in this Amendment, the Original Order Terms shall remain in full force and effect.

7. Multiple Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment to Order Terms as of the date first above written.

SEAGRAVE FIRE APPARATUS, LLC

By: U.D. Parmeziani
Name: Ulisses D. Parmeziani
Title: President and CEO

TOWN OF HUDSON, NEW HAMPSHIRE

By: _____
Name: _____
Title: _____