



# TOWN OF HUDSON

## Board of Selectmen



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

### BOARD OF SELECTMEN MEETING

February 13, 2024

6:30 PM

Board of Selectmen Meeting Room, Town Hall

(Regular meeting will begin @ 7:00 PM or immediately after Nonpublic Session)

### Agenda

1. CALL TO ORDER

2. 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.

3. CALL TO ORDER

4. PLEDGE OF ALLEGIANCE

5. ATTENDANCE

6. PUBLIC INPUT

7. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Nomination

Benson Park Committee (1 alternate member vacancy to expire 4/30/25 and 1 alternate member vacancy expiring 4/30/27)

Nathan Muir

8. CONSENT ITEMS

A. Assessing Items

1) Veteran Tax Credit: map 149, lot 001, sub 040, 2 Glasgow Circle

2) Disabled Veteran and Regular Veteran Tax Credit: map 167, lot 025, 114 Highland Street

**B. Licenses & Permits & Policies**

- 1) Pole License - One (1) new pole to be located on Central Street
- 2) Pole License - One (1) new pole to be located on Heritage Circle

**C. Donations - none**

**D. Acceptance of Minutes**

- 1) Minutes of January 30, 2024
- 2) Minutes of February 3, 2024

**F. Calendar**

02/14	7:00	Planning Board	Buxton Meeting Room
02/15	7:00	Benson Park Committee	HCTV Meeting Room
02/19	-	Presidents Day - Town Hall Closed	
02/20	7:00	Municipal Utility Committee	BOS Meeting Room
02/21	6:00	Library Trustees	Hills Memorial Library
02/21	7:00	HEAC	Rodgers Memorial Library
02/22	7:00	Zoning Board of Adjustment	Buxton Meeting Room
02/26	7:00	Sustainability Committee	Buxton Meeting Room
02/27	7:00	Board of Selectmen	BOS Meeting Room

**9. OLD BUSINESS**

**A. Votes taken after Nonpublic Session on January 30, 2024**

- 1. Selectman Morin made a motion, seconded by Selectman Dumont to hire Corey McLaughlin for the position of Firefighter/EMT in the Fire Department at the contracted salary rate of \$18.14 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154, as recommended by the Fire Chief. Carried 4-0.
- 2. Selectman Morin made a motion, seconded by Selectman Roy to hire Connor Roche for the position of Firefighter/EMT in the Fire Department at the contracted salary rate of \$18.14 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154, as recommended by the Fire Chief. Carried 4-0.
- 3. Selectman Morin made a motion to adjourn at 8:00 p.m. this was seconded by Selectman Roy. Carried 4-0.

**B. HCTV Updated Policies & Procedures (Second Read) - Decision**

**C. Additional Transfer Station Passes - Public Works - Discussion**

10. **NEW BUSINESS**

- A. Public Hearing - Acceptance of 2024 NHDES Aquatics Grant - Decision
- B. Robinson & Ottarnic Ponds Herbicide Treatment - Engineering - Decision
- C. Request to Apply for Four (4) Grants - Fire Department - Decision
- D. Ambulance Capital Reserve Fund - Fire Department - Discussion
- E. Benson Park Train Station Building - Benson Park Cmte Chairman - Decision
- F. Presidential Primary Debrief - Town Moderator - Discussion
- G. Capital Reserve Fund Payment Application - Town Administrator - Decision
- H. January 2024 Revenues & Expenditures - Town Administrator
- I. Hudson Firefighter Conditional Offers - Selectman Morin - Decision
- J. Purple Heart Community - Selectman Guessferd - Discussion
- K. Electronic Signatures on Manifests - Selectman Roy - Discussion

11. **SELECTMEN LIASON REPORTS/OTHER REMARKS**

12. **REMARKS BY TOWN ADMINISTRATOR**

13. **REMARKS BY SCHOOL BOARD**

14. **NONPUBLIC SESSION**

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

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

15. **ADJOURNMENT**

**Reminder...**

**Items for the next agenda, with complete backup, must be in the Selectmen's Office no later than 12:00 noon on Thursday, February 22, 2024.**



TOWN OF HUDSON

Board & Committees Vacancy Application

(Hudson, NH Residents Only)

RECEIVED

JAN 23 2024

TOWN OF HUDSON SELECTMENS OFFICE

Agenda 1-30-24

7A-1

Name: Nathan Muir Street Address: 9 Porter Avenue, Hudson, NH, 030

Home Phone Number: (603) 321-3941 Work Phone Number: -

Occupation: Owner, continuity landscape services Email Address: NathanMuir@gmail.com

Education/Special Interests: Landscape design, landscaping, accounting, management

Professional/Community Activities: Benson's Dog Park, Benson's Adopt-a-Spot, Food Pantry, AHS Firewood Delivery

Reason for Applying: Grow relationships in community, contribute to Benson Park and its environment.

Reference(s): Ernie Brown Teacher, David Anger Teacher, John Chmielecki Regional Manager

Please check the area in which you are interested in serving, then return this form to: Selectmen's Office, 12 School Street, Hudson, NH 03051

Member (checked), Alternate, Reappointment

- Benson Park Committee (checked), Cable Utility Committee, Municipal Utility Committee, Planning Board, Sustainability Committee, Building Board of Appeals, Conservation Commission, Nashua Regional Planning Commission, Recreation Committee, Zoning Board of Adjustment

Area(s) of Expertise:

- Architecture/Construction (checked), Information Technology, Finance, Environmental Planning, Communications, Other: Landscaping (checked)

Information contained on this form is available to the public and will be given to the press. The Town of Hudson exercises affirmative action in tis employment/appointment practices. Applicants must be Hudson, NH residents. Appointments are required to complete a Financial Interest Disclosure Form (FDIF) in accordance with the Town Code.

Signature of Applicant: [Signature] Date: 1 / 23 / 2024



**TOWN OF HUDSON**  
Office of the Assessor

Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)



8A-1

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

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: February 13, 2024

FROM: Jim Michaud, Chief Assessor 

**RECEIVED**

RE: Veteran Tax Credit:

FEB 06 2024

2 Glasgow Circle – map 149/ lot 001/ sub 040

TOWN OF HUDSON  
SELECTMENS OFFICE

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

Stephen Hallinan - 2 Glasgow Circle – map 149/ lot 001/ sub 040

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



# TOWN OF HUDSON

Office of the Assessor

Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

[www.hudsonnh.gov](http://www.hudsonnh.gov)



*Agenda*  
2-13-24

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

**8A-2**

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: February 13, 2024

FROM: Jim Michaud, Chief Assessor 

**RECEIVED**

FEB 06 2024

RE: Disabled Veteran and Regular Veteran Tax Credit:

TOWN OF HUDSON  
SELECTMENS OFFICE

114 Highland St – map 167/ lot 025

I recommend the Board of Selectmen sign the PA-29 form granting a Disabled Veteran Tax Credit and a Regular Veteran Tax Credit to the property owner listed below. The resident has provided documentation verifying that they do qualify for both credits.

Nicholas Rocca - 114 Highland St – map 167/ lot 025

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

*Agoda*  
2-13-24



# TOWN OF HUDSON

## Engineering Department



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

**8B-1**

**RECEIVED**  
JAN 26 2024  
TOWN OF HUDSON  
SELECTMENS OFFICE

### INTEROFFICE MEMORANDUM

DATE: January 30, 2024

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

RE: Petition and Pole Licenses for one (1) new Pole, 61/45, on **Central Street** in the Town of Hudson, as per the attached for PSNH, dba Eversource Energy

The attached Pole Petition and License from PSNH, dba Eversource Energy, is for one (1) new pole located on **Central Street** in Hudson.

The Public Works and Engineering Departments have both reviewed them and are recommending that these Pole Licenses be approved.

Thank you.

**Motion:**

**To approve the Petition and Pole License from PSNH, dba Eversource Energy, for one (1) new pole located on Central Street.**

Enclosures




# TOWN OF HUDSON

## Engineering Department



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

### INTEROFFICE MEMORANDUM

TO: Elvis Dhima, P.E., Town Engineer  
Jay Twardosky, DPW Director 

FROM: Doreena Stickney, Administrative Aide

DATE: January 23, 2024

RE: Petition and Pole License for one (1) new Pole on **Central Street** in the Town of Hudson, as per attached for PSNH, dba Eversource Energy

Attached please find one (1) Pole License Petition from PSNH, dba Eversource Energy, for a new pole on **Central Street** in Hudson. Please sign below to verify that you have reviewed and approve these licenses.

Thank you.

  
Jason Twardosky, DPW Director

  
Elvis Dhima, Town Engineer

Attachments



**PETITION AND POLE LICENSE  
PETITION**

Manchester, New Hampshire

January 23, 2024

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one ( 1 ) pole(s), 61/45 on CENTRAL ST in the Town of Hudson.

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY**

BY: *Pam Gaudreault*  
Pam Gaudreault, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 19th day of January, 2024, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 21-1696, dated 11/10/2023, attached to and made a part hereof.

Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the Town of Hudson, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Town Clerk

**PETITION AND POLE LICENSE  
PETITION**

Manchester, New Hampshire

January 23, 2024

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one ( 1) pole(s), 61/45 on CENTRAL ST in the Town of Hudson.

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY**

BY:   
Pam Gaudreault, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 19th day of January, 2024, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

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Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the Town of Hudson, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Town Clerk

# POLE LOCATION PLAN

EVERSOURCE

DATE 11/10/2023

LICENSE NO. 21-1696

MUNICIPALITY: Hudson

STATE HWY. DIV. NO. 5

STREET / ROAD: CENTRAL ST

STATE LICENSE NO. \_\_\_\_\_

PSNH OFFICE: Nashua

WORK REQUEST# 14119106

PSNH ENGINEER: Kris Nacos

WORK FINANCIAL # 81003858

TELCO ENGINEER: \_\_\_\_\_

TELCO PROJECT # \_\_\_\_\_

INDICATE NORTH WITH AN ARROW

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL POLE	REMOVE	REF	100% LTS	JO	100% TEL	Span	DIST. FROM EOP	Remarks	DOC REQ
LTS	TEL												
81/44		50'				⊕					REF		M
81/45		45'-2				○				8'	INSTALL 45'-2 MID POLE		M
81/46		45'				⊕					Ref		M

In accordance with the requirements of RSA 72:23, I (b) this licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.

Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality within the Town of Hudson pursuant to this license shall (unless otherwise exempt under RSA 72) be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the municipality within the Town of Hudson pursuant to this license.

The license granted herein, and the duty to pay properly assessed real and personal property taxes, shall apply to any other entity, now or hereafter, using or occupying municipal property pursuant to this license. The duty to pay properly assessed real and personal property taxes shall apply both to the owner and joint owner of any such pole or conduit, or an attacher to or user of said pole or conduit, pursuant to permission or by agreement of the owner of said pole or conduit. Within 90 days of the adoption of this amendment, the licensee(s) and any other users, occupying or using municipal property pursuant to this license, shall be responsible for notifying the Clerk of the Town of Hudson as to the use of the poles and conduits hereby licensed. Such notification shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits.

As a condition of this license, the licensee shall, on an annual basis, beginning on February 1, 2015, provide the Clerk of the Town of Hudson with a complete list of each entity attaching to, or using any pole or conduit licensed hereunder. Said list shall be updated annually and shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits. In the event that attachments and/or equipment is removed during the course of the year, written notification, containing the specifics thereof, shall be provided to the Town Clerk.

The changes to the within license set forth in the preceding paragraphs shall take effect April 1, 2014 and shall remain in effect until changed in accordance with the requirements of RSA 231:161163.



**TOWN OF HUDSON**  
Engineering Department



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

**8B-2**

INTEROFFICE MEMORANDUM

DATE: February 6, 2024  
TO: Steve Malizia, Town Administrator  
Board of Selectmen  
FROM: Elvis Dhima, P.E., Town Engineer

RE: Petition and Pole Licenses for one (1) new Pole, 163/6A, on **Heritage Circle** in the Town of Hudson, as per the attached for PSNH, dba Eversource Energy

The attached Pole Petition and License from PSNH, dba Eversource Energy, is for one (1) new pole located on **Heritage Circle** in Hudson.

The Public Works and Engineering Departments have both reviewed them and are recommending that these Pole Licenses be approved.

Thank you.

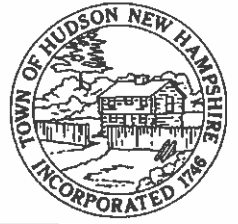
**Motion:**

**To approve the Petition and Pole License from PSNH, dba Eversource Energy, for one (1) new pole located on Heritage Circle.**

Enclosures



**TOWN OF HUDSON**  
Engineering Department



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

INTEROFFICE MEMORANDUM

TO: Elvis Dhima, P.E., Town Engineer  
Jay Twardosky, DPW Director


FROM: Doreena Stickney, Administrative Aide

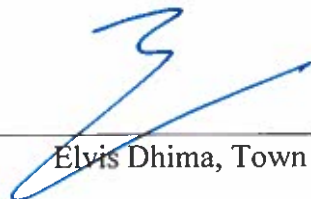
DATE: February 6, 2024

RE: Petition and Pole License for one (1) new Pole, 163/6A, on **Heritage Circle** in the Town of Hudson, as per attached for PSNH, dba Eversource Energy

Attached please find one (1) Pole License Petition from PSNH, dba Eversource Energy, for a new pole on **Heritage Circle** in Hudson. Please sign below to verify that you have reviewed and approve these licenses.

Thank you.

  
\_\_\_\_\_  
Jason Twardosky, DPW Director

  
\_\_\_\_\_  
Elvis Dhima, Town Engineer

Attachments

**PETITION AND POLE LICENSE  
PETITION**

Manchester, New Hampshire


February 5, 2024

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one ( 1) pole(s), 163/6A on HERITAGE CIRCLE in the Town of Hudson.

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY**

BY:   
Pam Gaudreault, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 5th day of February, 2024, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 21-1697, dated 2/5/2024, attached to and made a part hereof.

Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the Town of Hudson, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Town Clerk

**PETITION AND POLE LICENSE  
PETITION**

Manchester, New Hampshire


February 5, 2024

To the Town of Hudson, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one ( 1) pole(s), 163/6A on HERITAGE CIRCLE in the Town of Hudson.

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY**

BY:   
Pam Gaudreault, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 5th day of February, 2024, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of the Town of Hudson pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the Town of Hudson pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 21-1697, dated 2/5/2024, attached to and made a part hereof.

Town of Hudson, New Hampshire

Town of Hudson, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the Town of Hudson, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

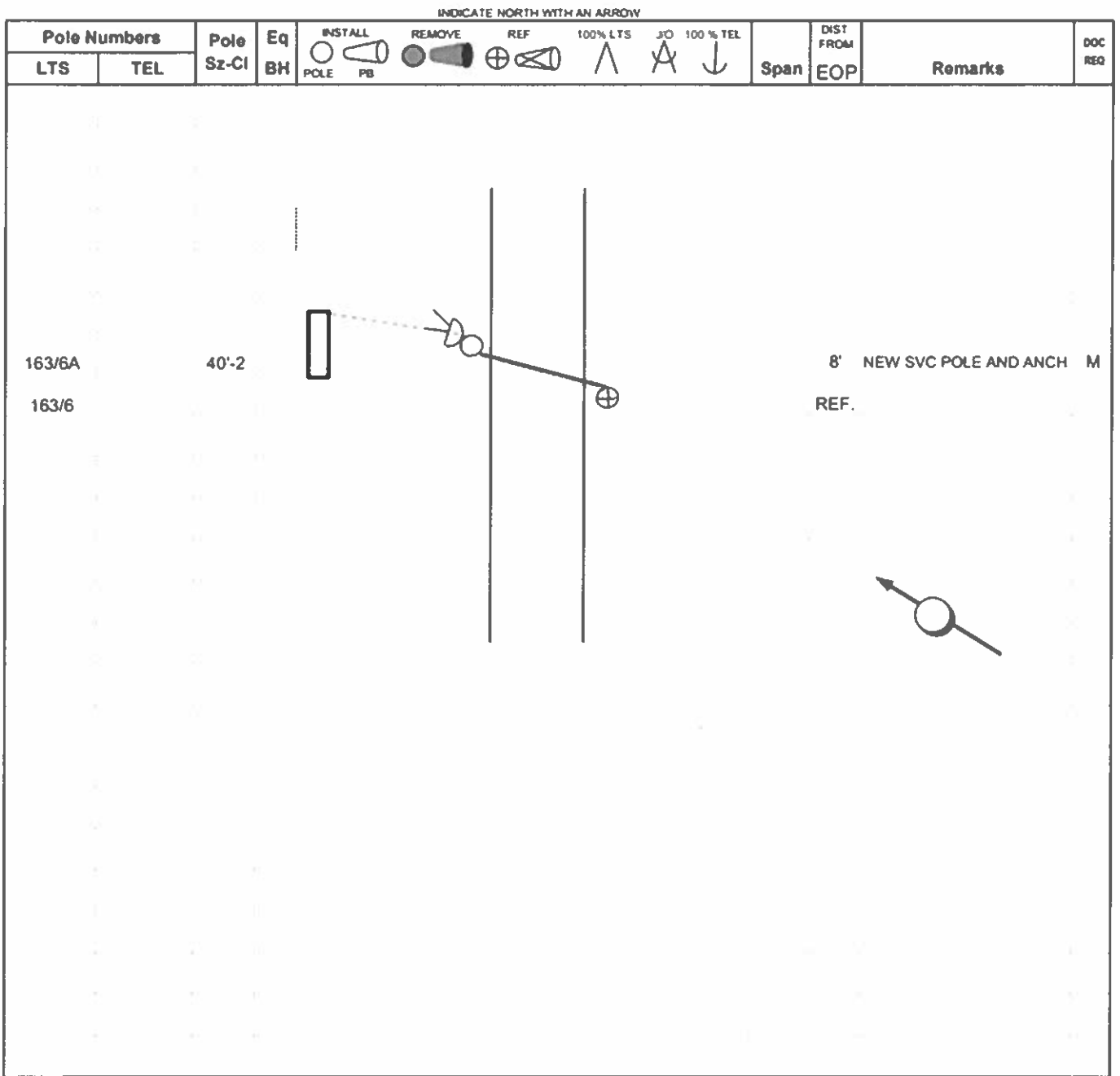
ATTEST: \_\_\_\_\_

Town Clerk



# POLE LOCATION PLAN

EVERSOURCE DATE	02/05/2024	LICENSE NO.	21-1697
MUNICIPALITY:	Hudson	STATE HWY. DIV. NO.	5
STREET / ROAD:	HERITAGE CIRCLE	STATE LICENSE NO.	
PSNH OFFICE:	Nashua	WORK REQUEST#	15671210
PSNH ENGINEER:	Kris Nacos	WORK FINANCIAL #	81571928
TELCO ENGINEER:		TELCO PROJECT #	



In accordance with the requirements of RSA 72:23, I (b) this licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the licensee(s) to pay duly assessed personal and real property taxes when due shall be cause to terminate this license.

Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality within the Town of Hudson pursuant to this license shall (unless otherwise exempt under RSA 72) be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the municipality within the Town of Hudson pursuant to this license.

The license granted herein, and the duty to pay properly assessed real and personal property taxes, shall apply to any other entity, now or hereafter, using or occupying municipal property pursuant to this license. The duty to pay properly assessed real and personal property taxes shall apply both to the owner and joint owner of any such pole or conduit, or an attacher to or user of said pole or conduit, pursuant to permission or by agreement of the owner of said pole or conduit. Within 90 days of the adoption of this amendment, the licensee(s) and any other users, occupying or using municipal property pursuant to this license, shall be responsible for notifying the Clerk of the Town of Hudson as to the use of the poles and conduits hereby licensed. Such notification shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits.

As a condition of this license, the licensee shall, on an annual basis, beginning on February 1, 2015, provide the Clerk of the Town of Hudson with a complete list of each entity attaching to, or using any pole or conduit licensed hereunder. Said list shall be updated annually and shall include the following information: the identification number and location of all poles and conduits being used or occupied by any additional parties other than the named licensee; the property and equipment attached; and, the name and address of each such party using, attaching to, or occupying said poles or conduits. In the event that attachments and/or equipment is removed during the course of the year, written notification, containing the specifics thereof, shall be provided to the Town Clerk.

The changes to the within license set forth in the preceding paragraphs shall take effect April 1, 2014 and shall remain in effect until changed in accordance with the requirements of RSA 231:161163.

## HUDSON, NEW HAMPSHIRE BOARD OF SELECTMEN

## Minutes of the January 30, 2024 Meeting

1. CALL TO ORDER - by Chairman McGrath the meeting of January 30, 2024 at 7:00 p.m. in the Selectmen Meeting Room at Town Hall.
2. PLEDGE OF ALLEGIANCE led by Police Chief Tad Dionne
3. ATTENDANCE

Board of Selectmen: Dillon Dumont, Marilyn McGrath, Dave Morin, Kara Roy  
Selectman Guessferd was absent this evening.

Staff/Others: Steve Malizia, Town Administrator; Tad Dionne, Police Chief; Jim McIntosh, Dir. of Community Media; Mike Johnson, HCTV Production Coordinator; Paul Inderbitzen, Town Moderator; Scott Tice, Fire Chief; Gary Gasdia, School Board Member; Jill Laffin, Executive Assistant

4. PUBLIC INPUT

1) Paul Inderbitzen, Town Moderator

Town Moderator Paul Inderbitzen came forward and said, ladies and gentlemen, in the rush of things last week, I didn't have time to get on the agenda, but I wanted to briefly discuss with you plans for the deliberative session on Saturday since we don't have any other time. The Primary, I will provide you with more better numbers and we had about a 45 % turnout, which is about average for Hudson, for presidential primaries. But I have better information for you on your agenda at the next meeting. But for the Deliberative Session, I wanted to point out we have a long agenda, 30 articles, articles for deliberation. That's going to take some time. Hopefully I'm estimating three to four o'clock, but maybe we can get through some of those Capital Reserve Funds rather quickly. Depends on how many people want to talk, as it always, as it always does. I usually don't have a problem with the presentations that come from the Board, but I... told the petitioners for the petition articles that maximum of 10 minutes, 5 to 10 minutes, should be the presentation so that we don't go too long and that they had to get their information into HCTV if they wanted any slides put up. If there's any changes, it's on your agenda tonight for your assignments, Jill, just let me know what the changes are as people are going to be doing some of the items.

And I just didn't know if anybody had any questions about how we'll do it. We're starting at 9 o'clock. We'll try to keep things going the best we can, as usual. But it will be a rather lengthy meeting. People can help us out moving forward with stuff. So we'll see who's there.

The other thing I wanted to remind people of was that the sign up for open elected positions is still going on. It's good to until Friday at five o'clock to sign up. I think there are still some offices that have not been signed up for including the Town Moderator which I serve now and I'm looking forward to working with someone with the new town clerk position as it changes from town clerk/tax collector to separate positions to orient them and to bring them forward. So I'm hoping people will consider, you know, it's a service, all the elected offices, it's a service. It takes a little time, it's a little bit of an effort, but you take part in your community. And... And hopefully people will look up and see what's open and maybe consider running for one of the offices. Any questions? The Board of Selectmen did not have any questions for the Moderator.

5. RECOGNITIONS, NOMINATIONS & APPOINTMENTS

A. Nomination

Nathan Muir was on the agenda to interview for an alternate seat on the Benson Park Committee. Mr. Muir did not show up. It was realized later in the meeting that Mr. Muir was called out on snowplow. He will be at the February 13, 2024 meeting for his interview.

B. Appointment

Benson Park Committee

Town Administrator Steve Malizia explained, Mr. Madden and Mr. Leone are both incumbent members of the Benson Park Committee.

*Selectman Morin made a motion, seconded by Selectman Roy to appoint Jack Madden and John Leone as members of the Benson Park Committee, each with a term to expire April 30, 2027. Selectman Dumont was recognized and said, I just want to say, I'm in full support of that. They're both valued members. They show up every time. Quite frankly, we need more volunteers like them. Motion carried 4-0.*

6. CONSENT ITEMS

Chairman McGrath asked, does anyone have anything they'd like removed for separate consideration? *Selectman Dumont made a motion, seconded by Selectman Morin to approve Consent Items A, B, C, D, E, & F. Carried 4-0.*

A. Assessing Items

- 1) Veteran Tax Credits: map 183, lot 035, 2 Blackstone Drive; map 140, lot 018, 5 Sutherland Drive
- 2) Solar Exemptions: map 193, lot 018, 106 Pelham Road; map 194, lot 010, 125 Standish Lane
- 3) Abatement Application: map 163, lot 17, 21 Telolian Drive
- 4) 2023 Supplemental Tax Bill: map 178, lot 013-103, 23 Mobile Drive
- 5) 2023 Property Tax Abatement: map 178, lot 013, sub 103, 23 Mobile Drive

B. Water/Sewer Items - none

C. Licenses & Permits & Policies

- 1) Tag Day Permit - Girl Scout Troop 63135
- 2) Tag Day Permit - Girl Scouts of the Green & White Mountains
- 3) Tag Day Permit - Girl Scout Service Troop 219

D. Donations

- 1) Donation of \$1,000 to Hudson Police Department Wellness Account from NAMI Nashua

E. Acceptance of Minutes

- 1) Minutes of January 09, 2024

F.	<u>Calendar</u>		
	02/01 6:30	Recreation Committee	BOS Meeting Room
	02/03 9:00	Town Deliberative Session	Hudson Community Center
	02/03 9:00	Board of Selectmen Meeting	Hudson Community Center
	02/10 9:00	School Deliberative Session	Hudson Community Center
	02/12 7:00	Conservation Commission	Buxton Meeting Room
	02/13 7:00	Board of Selectmen	BOS Meeting Room

7. OLD BUSINESS

A. Votes taken after Nonpublic Session on January 09, 2024

- 1.) Selectman Morin made a motion, seconded by Selectman Roy to hire Jesse Dutille as a full-time Police Officer in the Police Department with a starting salary of \$27.98 (step 1) in accordance with the Hudson Police Employee Association contract. Carried 5-0.
- 2) Selectman Guessferd made a motion, seconded by Selectman Morin to hire Marya Figueroa as a full-time Telecommunications Technician in the Police Department with a starting salary of \$22.42 (step 1) per hour, in accordance with the Hudson Police Employee Association contract. Carried 5-0.
- 3) Selectman Morin made a motion to adjourn at 10:00 PM. This was seconded by Selectman Guessferd. Carried 5-0.

8. NEW BUSINESS

A. Public Hearing - Acceptance of Donation to Resurface the Police Firing Range

Chairman McGrath recognized Police Chief Tad Dionne. Chief Dionne said, thank you ma'am. Good evening. So back in 2022 we recognized we had an issue. We recognized a long time ago, but we decided when there were some ARPA funds that we needed to kind of attack it. So we had put together proposals. At the time looking at resurfacing the range adding some lights, mitigating lead removal from the berms, and actually taking care of the some maintenance with the trailer that's up there the surface of the the police range has been down since 2022. I think so it's about 20 years old now. So we have taken steps, unfortunately due to that, there were a lot of projects in the town. So when it came to the ARPA funding, we weren't able to get it. But we had taken steps since then to continue that process. And we're mitigating the berms in March of 2024 using asset forfeiture. So along that same avenue, Sergeant Marcotte, on his own, was just asking, trying to get some ideas of what it would cost us to resurface the pavement up there and to actually get some lighting conduit run underground before we get it resurfaced. Chief Dionne went on to say, so an entity that he had been speaking with approached him and actually said that they wanted to do it for us as a donation. So I met with members of the entity and explained to them how that would have to be and their big concern was they wanted to be anonymous. So looking into it the value of re-surfing the pavement at the range is \$50,000 is roughly \$50,000 dollars and I think in your attachment you'll see the breakdown of that. So that's what I'm here before you today to ask to accept that donation.

Chairman McGrath then said, anybody have any questions? If not, anybody wish to make any motions? The Town Administrator and said, well, first you have to have the public hearing. So I recommend you open the public hearing at 7 :12. Chairman McGrath opened a public hearing at 7:12p.m. and asked, anyone wishing to speak? Seeing no one, Chairman McGrath closed the public hearing at 7:12p.m.

Selectman Dumont made a motion, seconded by Selectman Morin to accept the donation, valued at \$50,400.00 to resurface the Police Firing Range from an anonymous company. Carried 4-0.

B. HCTV Updated Policies & Procedure Manual

Chairman McGrath recognized Jim McIntosh, Director of Community Media. Mike Johnson, HCTV Program Coordinator was with Mr. McIntosh. Mr. McIntosh said hello to the Board and stated he'd like Mr. Johnson to present the updates to the Board. Mr. Johnson said, so a couple months ago with the Cable Utility Committee we started updating our policies and procedures at the Access Center. A lot of the verbiage in our original policies was way out of date going back to like VHS tapes. So a lot of the verbiage was updated. We updated the political policies around election season, so we have clear guidelines for candidates wanting to use the studio. We updated our submissions of media, so if a producer at our studio wants to do a show, we made that a little bit more clear that we need to have 48 hours ahead of time and what types of media will exist. We are looking for the Board's approval of just all the updates. And if you have any questions, we'd be happy to answer them. Chairman McGrath replied, Thank you. Anybody have any questions? Selectman Roy was recognized and asked, actually, it's a question for you, I guess, Madam Chair. Is this going to be like all the other policies where this is the first read and then we approve it on the second?

The Town Administrator replied, that's a good question. We probably should be consistent and do it that way. I mean, it's already an existing policy and procedure, but it's probably not a bad idea. Right. I would think that it applies to both updates and new policies. Yeah. I also believe we vetted this with the attorney, unless just in case anybody asked that. Yeah. And it was approved by the Cable Utility Committee as well. We've been working on this for actually it's been a couple of years. We started when we first built the access center in 2014 in that time to go over and review it and different members at different times have gone through different things but now it's to the point where there have been so many technological changes that we want the public to be able to read it and not think we're a bunch of idiots. People, we don't want people to submit things in the inquisitive way, incorrect format and then get upset with us. I mean it reflects in the professionalism of the whole town of Hudson in that respect. So we're just trying to keep everything up to date and make sure everybody's aware of what to do. Chairman McGrath replied, no, I commend your efforts for updating it. Mr. McIntosh replied, well, thank you. Yeah, and one thing we were hoping to was in the future going forward when you read this, they're on page 101 there. We expanded the political aspects of it, how we approach instead of just a little one paragraph thing to give the candidates more of an idea what to do and we'd like to be able to take that part out, print it, and each person that applies for any position, they can read it. So if they want to come into Hudson Community Television and present their, either present themselves and introduce themselves to the public or talk about the policies that they want to approach that they can feel free to do. So and they have the proper guidelines on doing it correctly. It also too for general access users that want to use our studio it gives us more up-to-date guidelines when they want to start a show for the public channel. Mr. Johnson replied, usually what we'll do is we'll actually have like a pre-production meeting with them and find out exactly what they want to do, what they want to use the studio for, and what our guidelines and policies and procedure are. But this just has it in better writing too as well. Clarity for everybody. Chairman McGrath replied what we'll do is we'll put it on the next meeting for approval. Now if anything comes up people can bring it up. Okay and if you have any suggestions or other things it's I know we're going to have to meet again over this one but it's going to be kind of like a living document because technology changes so fast. It should be a living document.

Mr. Johnson replied, yeah, and we might have missed something in here that somebody thinks is important, you know, and I would rather just be as inclusive as we can. So, at least once a year, we're going to review it with the Cable Committee. But if there's any approach, any changes such will come forward with it instead of waiting, I think it's been 15 years. So, I mean, VHS, what does that even stand for? Does anybody even have those players anymore? The VHS players? Mr. McIntosh replied we actually have one model that's about 15 years old, but it's a professional model, and we can do some transfers with it, but we were getting inundated with requests, and

it's one of those things that records an actual time. And if you remember the old VHS tapes, they started off recording it in two hours, and if you put it out super expanded play, it was eight hours, so it was a waste of our time trying to do everybody's thing. And there are a lot of professional services out there who do it for cheap money. The Town Administrator said, I was surprised Mike knew what a VHS was, but... to which Mr. McIntosh replied, I think he just knows the words. Thank you.

#### C. Fiscal Year 2025 Town Warrant Article Speaker Designation

Chairman McGrath recognized Town Administrator Steve Malizia who said, The Town Administrator explained, I know this looks daunting. I apologize, but there are a lot of warrant articles. As I believe you all know, there will be only four of you at the meeting, Selectman Guessferd will not be in attendance. So I try to divvy this up reasonably, um, try to also keep in mind the liaison assignments that you have. Some of you are assigned to various departments, so I tried to at least tie that out to that, but in some cases, it seemed to overwhelm and go to Selectmen Morin, who seems to be on a lot of departments. So I did try to spread some of that out. I like, for example, I think Selectman Dumont give you the public works contract. You did work on it, so you've seen it. And again, I tried to be reasonable and balance this off for everybody. But this is what I came up with. If you want to change it, you're certainly free to do so. I will say that starting with article 27, those are from the petition -- those are petition articles 27 through 32. Those will be presented by the petitioners. And actually the Budget Committee hair introduces article 2. So we started article 3 technically. I am in the process of finishing, I'm not done yet, preparing notes for all of you so that you have the introductory notes which you will be free to use. I'll make sure you get them. You'll certainly have them Saturday if I can email them out. I'll email them out ahead of time. But basically I tried to give you some top-level notes so when you get up, you can introduce the article, give the basic idea of what it's all about, and then we'll go from there and see what questions we get. But that's what I've typically done every year, so I'll have those for everybody. Chairman McGrath replied, we're lucky to have you, Steve. The Town Administrator replied, no, I've just been doing it so many years, it's just routine for me. Chairman McGrath replied, we're lucky to have you. The Town Administrator replied, so again, you're free to certainly speak your own, but I just try to give you that as a guide. guideline. I know it's helpful, so we'll go from there. The Consensus of the Board was to go with the Board that the Town Administrator had typed up.

#### D. NH Liquor Commission - World Cup Golf

Chairman McGrath recognized the Town Administrator who explained, this request came in, it's for the World Cup Golf Center. They're looking to I think this is a trend nowadays, there's outdoor, there's covered bays where people can do driving range, and practice their golf. They're looking simply to be able to have their alcohol. You can bring it to your table out there. The liquor commission is the one that asked the town having objections. So I took the opportunity to discuss it with Chief Dionne. We didn't see any issues with it. The Liquor Commission certainly regulates it; they just wanted to know if we opposed it, I guess, basically. So if we have no objection, they'll go forward and keep their plan.

Selectman Roy then said, I just have a question. It's more of a general question. Do we have the ability to go to the Commission to take away a license if there's an issue? The Town Administrator replied, I'm not aware we can take it away. You could certainly raise something to somebody if you thought it was appropriate. Selectman Roy replied, well, that's what I'm saying. The Town Administrator replied, I would certainly work with the Police Chief because I think you'd probably have to have some reason why you would move something. So let's just say that there were, you

know, 10 drunk driving incidents emanating from a particular establishment, you might talk to the chief and say, hey, this is a problem, if he doesn't already get to it. I'm sure he would already do that, that would certainly be on his radar.

Chief Dionne, who was in the audience, came forward and said, we have in the past worked with the Liquor Commission to shut down establishments that have had numerous issues. So the Liquor Commission has a lot of strength and we partner with them and stuff like that. Selectman Roy replied, okay, so you just go to them and you say, "Hey, we're having a problem with this?" Chief Dionne replied, absolutely. We still submit reports from time to time of things that come up and then they'll make a presence. And, you know, they have a lot of authority when it comes to that.

Chairman McGrath recognized Selectman Morin who said, just a question. I haven't seen this before. Is there a specific reason or is this something new that they're asking? The Town Administrator replied, I've actually seen it before that came in at least for one of the floral shops that wanted to sell wine baskets. This came in a couple of times. It's pretty rare. But it seems to be things that are maybe not the norm. What I'm saying is, you know, like a gas station selling beer a restaurant not a big deal but this is this is a little bit of a deviation and I think they just wanted to make sure it does the town have an issue with that. Chief Dionne then said,

Yeah, and I think they were actually, you know, this I mean they're staying in the general building they're just getting outside in that little driving pads that they have. So it's not like it's not parking lot issue. It's not something like they're gonna go out into a little area somewhere else. They're staying in the building, but it's outside of where the restaurant would be. The Town Administrator then said, I'm not sure alcohol improves your swing, but hey, good luck to them. Laughing the Chief replied, you may improve the bottom line.

Chairman McGrath then said, but I have a question as well. I thought that the golf course is gone. The Town Administrator replied, where the Golf and Ski Warehouse is, over there, World Cup Drive. I believe they still are able to have the ability to give some sort of lessons and people can practice their swings if you drive up and down 102 you'll see a bunch of driving ranges with no golf course. People like to practice. Chairman McGrath replied, I just wanted to I mean, it seemed to me that I mean, I just saw the all of the changes to what used to be Green Meadow. I mean, I just happened to be in that area and it's pretty sad to see. Selectman Morin made a motion, seconded by Selectman Dumont to send a letter to the New Hampshire Liquor Commission stating that the Town has no objection to the World Cup Golf Center serving alcohol. Carried 4-0.

#### E. Hudson's Anniversary

Chairman McGrath recognized Selectman Roy who said, yeah, so the last time we discussed this, there was some question about when the actual anniversary was and there was gonna be some research done. I don't know if it was ever done. There was also a question about the Fire Department's anniversary because I know the patch says established 1924, so this would be their 100th anniversary. The Town Administrator replied, so certainly our resident historian (Selectman Morin) probably has the information.

Selectman Morin addressed Selectman Roy saying, I can take care of both because I was Chairman of both the Fire Department and the 250th Town of Hudson Committee. For the 250th for the town we did a year-long ceremony, ended up with a parade, a ball, all kinds of stuff through the year. The town, I got it right here actually. I can give you, all the dates if I may. Okay, so we started off in 1656 as Dunstable Mass, but it wasn't New Hampshire, it was Massachusetts. Dunstable incorporated in 1673. Then it became Nottingham Mass in 1733, the District of Nottingham in 1741. Nottingham West in 1746. That's where we got the 250th was when we went



to Nottingham West that was when it became New Hampshire. That's what's on our town seal is 1746.

Selectman Roy asked, well did it become Hudson? Selectman Roy replied, in 1830. Selectman Roy replied, okay. The Town Administrator added, none of those dates are 250. Selectman Morin replied, yeah. Yeah, they did. the 250th on when it became Nottingham West, New Hampshire, when we became part of New Hampshire. In 1930, the name was changed to Hudson, New Hampshire. Dunstable actually celebrated their 350th last year. And then the town, like I said, we held ours in 1996, related to the 1746 date, which is on the town seal.

And then the Fire Department became in June 18th, 1892. The Fire Department was part paid by the town, part paid private, and the 1924 is when everything was just turned over to the town. We had a Fire Department since 1892. The Town Administrator said, and you celebrated the centennial of that. Selectman Morin agreed saying, yeah, we had a a centennial another hundred, hundred year thing in 1992. We did a whole weekend of stuff on that one. Selectman Roy replied, okay. All right, I just wanted to follow up and make sure that we're not missing important celebrations for the town.

#### 9. Board Liaison Reports/Other Remarks by Selectmen

Selectman Roy: So, I attended the Library Trustees Meeting. and two important things is they're still working on the pavilion project. Unfortunately what happened was they were donated, they were promised a donation for a pavilion but when the estimate came in for the pavilion it was almost double what the donation was going to be so they have to rethink how they're going to do that to get a pavilion but they're still working on it.

The other thing that came out of it that I personally find interesting is they're looking to do a court petition, which is a petition to override, essentially override a will donation, and it's for the Zolonis Fund that they haven't been able to effectively spend the money because it's so restricted to just Lithuanian type things. So they're looking to go to court and see if they can get a more expanded donation from the court. So they're gonna work with the Town Attorney to do that. So that's the library trustees.

The other thing I wanted to say is I wanted to thank all the petitioners that put together petition warrant articles. It really demonstrates that there's people that care about our community and proving their community, whether we agree with them or not. not, they did put themselves out there to put together what they think is best for the community. So I just want to take a minute and thank them.

Selectman Dumont: We had a Zoning meeting on the 25th and our next one is on the 22nd. As always looking for people to come out and volunteer. I just want to say thank you to everybody who did volunteer in the Primary Election. I thought it went well and it seemed very smoothly from in my opinion. So I just want to thank everybody for their time also.

Selectman Morin: - I have nothing tonight. I haven't had any meetings since our last meeting.

Chairman McGrath: And then the last one and I got an email. email today from Jim Michaud, the assessor. He wanted me to let people know the assessing department wishes to make the public aware that the filing deadline is April 15, 2024, to apply for veterans tax credits, disabled veterans tax credits, and elderly, disabled, blind veterans tax credits and solar exemptions. Contact the Assessing Department for more information. So that's a notice for everybody that wishes to avail themselves of those credits. And that's all that I have from my perspective.

10. Remarks by Town Administrator

Chairman McGrath recognized Town Administrator Steve Malizia who said Not that this Board needs to be reminded but just for the general public. Deliberative Session for the Town is Saturday, this Saturday, February 3rd, starting at 9:00 a.m. at the Community Center. The school will be the following weekend, February 10th, same time, same place, but we are February 3rd, 9 o'clock Community Center, I think it will be pretty lengthy. There's a lot of information, and that's all I have.

11. Remarks by School Board

Chairman McGrath recognized School Board Member Gary Gasdia who said I gotta say, Madam Chair, what an efficient meeting, 7:32p.m. so I'll keep it short. We have Strategic Planning Sessions for the School Board, for the School District. We did a strategic plan a few years ago. It's time to renew that. The first one actually happened tonight at 7:30, but there'll be other ones, February 6<sup>th</sup>, at 10:00 a.m. at the Hudson Senior Center, February 14th. 9:00a.m. at Rogers Memorial Library and then there'll be some virtual ones later on in the month. Anyone that's interested in finding out more or participating in just giving your ideas of what would make the School District better please come to those or of course you can always email the Board and the Superintendent and then as we, as I say just about every time if you're looking to get involved and you want to work for the district we have plenty of openings go to SAU81.org /careers.

And we do have an opening on the School Board, one three-year spot. So as Mr. Inderbitzen said, you have until 5 p.m. this Friday to declare your candidacy. That's it. Thank you.

12. Nonpublic Session

Motion by Selectman Morin at 7:35.m., seconded by Selectman Dumont to go into non-public session under RSA 91-A:3 II (b) The hiring of any person as a public employee. (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph. (i) Consideration of matters relating to the preparation for and the carrying out of emergency functions including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life. A roll call vote was taken. Carried 4-0.

Nonpublic Session was entered at 7:35 p.m. thus ending the televised portion of the meeting. Any votes taken upon entering open session will be listed on the Board's next agenda. The public was asked to leave the room.

The Board entered into public session at 7:59 p.m.

Motions made after nonpublic session:

1. Selectman Morin made a motion, seconded by Selectman Dumont to hire Corey McLaughlin for the position of Firefighter/EMT in the Fire Department at the contracted salary rate of \$18.14 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154, as recommended by the Fire Chief. Carried 4-0.

2. Selectman Morin made a motion, seconded by Selectman Roy to hire Connor Roche for the position of Firefighter/EMT in the Fire Department at the contracted salary rate of \$18.14 per hour (step 1). This assignment will be a non-exempt position in accordance with the International Association of Firefighters Local #3154, as recommended by the Fire Chief. Carried 4-0.

3. Selectman Morin made a motion to adjourn at 8:00 p.m. this was seconded by Selectman Roy. Carried 4-0.

13. ADJOURNMENT

Motion to adjourn at 8:00 p.m. by Selectman Morin seconded by Selectman Roy. Carried 4-0.

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

\_\_\_\_\_  
Marilyn McGrath, Chairman

\_\_\_\_\_  
Dave Morin, Vice Chairman

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

\_\_\_\_\_  
**ABSENT**  
Bob Guessferd, Selectman

\_\_\_\_\_  
Dillon Dumont, Selectman



# TOWN OF HUDSON BOARD OF SELECTMEN



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

Minutes of the February 03, 2024  
Special Meeting of the Board of Selectmen  
Immediately following Deliberative Session

1. CALL TO ORDER - by Chairperson Roy the meeting of February 03, 2024 at 3:36 p.m. in the Hudson Community Center.
2. ATTENDANCE  
Board of Selectmen: Marilyn McGrath, Chairman; Dave Morin, Vice-Chairman; Kara Roy, Dillon Dumont  
Selectman Guessferd was absent.  
  
Staff/Others: Steve Malizia - Town Administrator; Jill Laffin - Executive Assistant
3. CONSIDERATION OF RE-DESIGNATION OF WARRANT ARTICLE RECOMMENDATIONS
  - 1) Selectman Morin made a motion to reconsider Warrant Article 29. This was seconded by Selectman Dumont. Carried 4-0.
  - 2) Selectman Morin made a motion, seconded by Selectman Dumont to not recommend Warrant Article 29. Carried 3-1, Selectman Roy opposed.
  - 3) Selectman Morin made a motion, seconded by Selectman Dumont to reconsider Warrant Article 30. Carried 4-0.
  - 4) Selectman Morin made a motion, seconded by Selectman Dumont, to not recommend Warrant Article 30, Change Election Date (by petition). Carried 4-0.
  - 5) Selectman Morin made a motion to reconsider Warrant Article 32. This was seconded by Selectman Dumont. Carried 4-0.
  - 6) Selectman Morin made a motion, seconded by Selectman McGrath to not recommend Warrant Article 32, Adopt Town Manager Form of Government (by petition). Carried 3-1, Selectman Roy opposed.
4. ANY OTHER BUSINESS - No other business.
5. ADJOURNMENT  
  
Motion to adjourn at 3:40 p.m. by Selectman Morin, seconded by Selectman Roy. Carried 4-0.

\_\_\_\_\_  
Marilyn McGrath, Chairman

\_\_\_\_\_  
Dave Morin, Vice-Chairman

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

\_\_\_\_\_  
Dillon Dumont, Selectman

\_\_\_\_\_  
**ABSENT**  
Bob Guessferd, Selectman



# TOWN OF HUDSON

## Cable Utility Committee

Michael O'Keefe, Chairman

Robert Guessferd, Selectmen Liaison

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-578-3959



*Agenda*  
*1-30-24*  
**Second  
Read**

**9B**

**RECEIVED**

JAN 09 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

**To: Board of Selectmen**

**From: James S. McIntosh  
Director of Community Media**

**Date: January 8, 2024**

**Re: Update of the HCTV Policies and Procedures Manual**

I, James McIntosh, the Director of Community Media, am requesting that the Board of Selectmen review the document known as The Policies and Procedures for Hudson Community Television and approve it for replacing the older version which was last updated in May 26,2009.

The Cable Utility Committee and I have been working to upgrade and improve the HCTV Policies and Procedures Manual for quite some time and our goal has been to not only update the terminology and technical requirements but make it a more useful and informational guide to meet the needs of the town as regards Hudson Community Television and its uses and offerings.

James McIntosh  
Director of Community Media

# Policies and Procedures Manual

**HUDSON COMMUNITY TELEVISION**

**TOWN OF HUDSON, NH**

This Policy and Procedures Manual for Hudson Community Television was approved by the Hudson Board of Selectmen on **XXX, xx, 2023**.

**Version 6.0**

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## TABLE OF CONTENTS

**Preface**

**Mission and Purpose Statements**

**Definition of Terms**

**Equipment Usage**

**Orientation**

**Programming Policy and Procedures**

**Program Content**

**Non-Acceptable Programming**

**Process for Handling Access Requests**

**Process for Handling Complaints**

**Disciplinary Procedures**

**Copies of Programming**

**Political and Issue-Oriented Programs**

**HCTV Technical Standards**

**Community Bulletin Board**



**APPENDICES**

**HCTV FORMS, SPECIFIC PROCEDURES & POLICIES**

- A. Producer Liability and Indemnification Agreement**
- B. HCTV Cablecast Request Form**
- C. HCTV Community Bulletin Board Request Form**
- D. HCTV Equipment Release Form**
- E. HCTV Request for Program Copy Form**
- F. Procedures for Handling HCTV Cablecast Liability and Request Forms**
- G. Policy Standards for PowerPoint® Presentations for HCTV Equipment**

## **PREFACE**

The Board of Selectman ("The Board") for the Town of Hudson, acting in their capacity as the Town's Franchising Authority, has secured three access channels for the use and benefit of the resident subscribers of Hudson. The Director of Community Media and the Community Media Department manage these access television channels to be known as Hudson Community Television ("HCTV"). The purpose of HCTV is to facilitate a free exchange of ideas, encourage community dialogue and provide a means of artistic expression for the citizens of Hudson, New Hampshire ("Hudson"). As a public forum for free expression, HCTV will uphold the First Amendment to the United States Constitution and in accordance with applicable laws and regulations.

## **MISSION AND PURPOSE STATEMENTS**

HCTV has been established to foster the use of electronic media by providing residents and organizations of Hudson access to cable television for the purpose of non-commercial communications within the community.

HCTV will:

- Make available channel time on the cable system.
- Provide opportunities for a wide range of programming that expresses a diversity of perspectives.
- Establish a broad base of community support for, understanding of, and involvement in public access television.
- Assess community response to programming, make suggestions and recommendations to help improve current programming, and to aid in the development of additional programming.
- Ensure continued community access to and use of these resources through sound management.
- Participate in the development of additional community uses of communications technology.
- Provide access to and future training in the use of HCTV production resources.
- Adhere to community standards as defined by the Federal Communications Commission (FCC).

## DEFINITION OF TERMS

**Access-** The Town of Hudson defines access as “air time” on the public, education, and government access channels, and it is available at no charge for use by residents, organizations, schools, and the municipality of Hudson, New Hampshire.

**Educational Access Programming** - produced by members, faculty, students, and/or the administration of the Hudson School District.

**Eligibility** - Any resident of the Town of Hudson over the age of eighteen (18), under the age of eighteen (18) with written permission from a parent or legal guardian, or any person who has a relationship with the Town of Hudson (e.g. an employee of the town, school district employee, or a local business owner).

**Government Access Programs** - produced by employees or elected officials of the Town of Hudson, New Hampshire, which may include the cablecasting of any public meeting, as that term is defined by RSA 91-A, profiles of Town services, and discussion of safety issues as well as other programming which serves the mission of the various departments of Town government.

**Public Access** - Non-commercial programs produced by eligible members (see eligibility) as producers having editorial control. Ownership of individual programs belongs to the producer.

## EQUIPMENT USAGE

Individuals who borrow HCTV equipment must complete and sign an HCTV Equipment Release Form (see Appendix F). Forms are available at HCTV Access Center, 19 Kimball Hill Rd. The use of HCTV equipment will require that the user produce and share program (s) for HCTV. Users are liable for any damage occurring during the time the user has responsibility for the equipment, and are required to compensate the Town of Hudson for such damages. The user will have 30 days to work out satisfactory agreements with the Town for the payment of costs of repair or replacement of any equipment loss and/or damage. All payments must be made within 30 days from the date of damage or loss. All equipment privileges will be suspended until satisfactory agreements for payment are made. Equipment is to be returned to HCTV within four (4) days. Longer periods of usage may be permitted **only with the prior written approval** of HCTV.

## ORIENTATION

Individuals requesting to use HCTV equipment must demonstrate their competency to HCTV personnel before signing out any equipment. Equipment **borrowers may be required** to attend an orientation session in which the HCTV Policies and Procedures are reviewed. **During the orientation session, all borrowers/users** will be informed that prior to requesting airing of a production, they will be required to complete and sign a Producer Liability and Indemnity Agreement form. Appointments for orientation sessions, and for picking up equipment, may be set up by contacting:

**Hudson Community Television (HCTV)**

**19 Kimball Hill Rd (Lower Level)**

**Hudson, NH 03051**

**Or call: (603)578-5939**

**Or email: [hctv@hudsonctv.com](mailto:hctv@hudsonctv.com)**

## **PROGRAMMING POLICY AND PROCEDURES**

Requests for the scheduling of any program on Hudson Community Television must be made to HCTV in writing at least **TWO (2)** weeks in advance of the earliest requested airing date(s) by completing and signing a Cablecast Request Form. The completed program must adhere to all program requirements in compliance with HCTV Policies and Procedures. **Such forms must accompany the video being requested to air.**

The procedures for handling HCTV Cablecast Liability and Indemnification Agreement forms and Cablecast Request forms are outlined in Appendix A.

HCTV reserves the right to reject any program or media that does not meet minimum technical requirements (see HCTV TECHNICAL STANDARDS on page 7).

The producer shall make all appropriate arrangements with and obtain all clearances from broadcast stations, networks, sponsors, music licensing organizations, performers, and without limitations from the foregoing, any and all persons as may be necessary to cablecast his/her program. The producer upon request will provide such releases, waivers, and clearances to representatives of HCTV.

## **PROGRAM CONTENT**

Each producer must complete a Producer Liability & Indemnification Agreement form stating that he/she shall bear sole responsibility for the content and materials used in all his/her programs (live or pre-recorded). The producer must agree that in the event any claim or action stemming from cablecast of his/her program is brought against Hudson Community Television, the Town of Hudson, and any of its employees and officers, to indemnify and hold them harmless including all legal fees and expenses involved in defending such claim or action.

Each producer must notify HCTV if the program has an adult theme. All programs with an adult theme must carry this disclaimer:

“This program contains (ex. violence, nudity, ... or {anything which may be considered inappropriate or offensive by some} ). Viewer discretion is advised.”

HCTV reserves the right to cablecast programming with adult content only between the hours of 12:00 midnight and 5:00 am.

Contact information for the producer of all programs shall be kept on file and furnished upon request.

### **UNACCEPTABLE PROGRAMMING**

The following material is prohibited on HCTV:

- Advertising material designed to promote the sale of commercial products or services.
- Displaying, demonstrating, or verbally mentioning any product, service, or trademark that is designed to enhance a profit-making enterprise; Soliciting funds or other things of value for anything other than a non-profit organization;
- Using copyrighted material without permission;
- Making libelous or slanderous statements;
- Using material which could reasonably be expected to obstruct law enforcement or other governmental functions; and
- Using any material, which may violate any applicable local, state, or federal law.

### **PROCESS FOR HANDLING ACCESS REQUESTS**

All requests for air time on HCTV will be processed on a fair, equitable and non-discriminatory basis with considerations given to scheduling, live feeds, and special events. A completed Cablecast Request Form will be used for scheduling and publicity purposes. Efforts will be made to grant the producer's requested air date(s); however, HCTV retains the right to schedule programming at its discretion.

If a program fails to be cablecast due to technical difficulties (assuming the problem is not with the media submitted), HCTV will, upon request from the program's producer, cablecast the program at the next available time slot(s).

Submissions on transfer media must be picked up within two (2) weeks after the "Do Not Air After" date noted on the Cablecast Request Form. Reasonable attempts will be made to contact the producer after this period. Transfer media not retrieved within thirty (30) days of the "Do Not Air After" date will become the property of HCTV.

### **PROCESS FOR HANDLING COMPLAINTS**

All complaints regarding HCTV programming must be in writing and directed to the Director of Community Media. The complainant should specify the name of the program, date of airing, and the nature of the complaint. All complaints will be reviewed by the Director of Community Media and the complainant will be notified in writing of the outcome.

### **DISCIPLINARY PROCEDURES**

Hudson Community Television reserves the right to rescind access privileges for violation of any rules outlined and/or referenced in the HCTV Policies and Procedures Manual.

### **COPIES OF PROGRAMMING**

Copyright of the programs cablecast on HCTV are owned exclusively by the program's producer. A producer grants specific use of his or her material for cablecast and Internet streaming purposes to HCTV through the Cablecast Request Form. No other use of the program is authorized without the proper written consent of the program's producer. Anyone requesting a copy of a program cablecast on HCTV must contact the program's producer. Producers are responsible for making their own copies.

Anyone requesting a copy of a program produced by HCTV must complete a HCTV Request for Program Copy form available on the town web site or at the HCTV Access Center.

## POLITICAL AND ISSUE-ORIENTED PROGRAMS

The following definitions apply:

**Candidate** – Any person publicly declared as such, filed with the appropriate agency or office, and for whom votes are sought in an election for public office.

**Election** – means any general or special election and/or political party primary.

**Political & Issue-Oriented Programs** – A communication, which expressly or implicitly, advocates the success or defeat of any party, measure, or person at any election.

HCTV will abide by the FCC Equal Opportunities Rule and the FCC Fairness Doctrine. The Equal Opportunity, or, "Equal Time" Rule, which applies to political candidates, and the Fairness Doctrine, state that broadcast programmers must give time, not necessarily equal, to diverse sides of controversial issues of public importance.

### **1. Political Candidates and Access**

FCC regulations concerning equal time for political candidates do not apply to public access programming, and access users can avoid any appearance of favoritism if they abide by the Equal Opportunity rules.

### **2. Coverage of Issue-Oriented Programs and Access**

Public access users are under no legal obligations to show any viewpoint other than their own. Residents with diverse viewpoints are encouraged to use public access to express those ideas.

### **3. Political Programming Options**

A resident candidate, or resident supporters, may produce, and have aired on HCTV, an access program. HCTV does not accept spot video advertising (e.g. 30-60 seconds) for cablecast on public access channels.

In the 30 days preceding the Town election HCTV shall open the studio for the 4<sup>th</sup> and 3<sup>rd</sup> week prior to the election in order to allow candidates to make an appointment and come in to the HCTV Access Center studio to record a personal announcement under the following conditions:

- A) Candidates must only present themselves and their beliefs and goals for serving the Town of Hudson and its residents.
- B) Candidates will not be allowed to disparage other candidates.
- C) Candidates will be permitted one announcement each during the pre-election period, said announcement to be not more than 25 minutes.
- D) HCTV will not edit the candidate sessions except to:
  - i. provide opening and closing disclaimers with the opening title to be presented to HCTV (as needed) no less than 48 hours before the scheduled recording session
  - ii. insert a closing graphic statement from the candidate, said statement to be presented to HCTV no less than 48 hours before the recording session to allow for a proper graphic to be created

(cont.)

E) Candidates must request an appointment to utilize the studio and crew as early as possible and not less than 48 hours before they can be available for recording.

\*Studio use is subject to availability. \*

F) All video submissions must be submitted along with a completed PRODUCER LIABILITY & INDEMNIFICATION AGREEMENT (Appendix A of this manual).

It is understood and agreed that HCTV will work with the candidate to set a time and date for the announcement and HCTV retains the authority to establish the finalization of the appointment. HCTV staff will do their best to accommodate appointment requests during the hours of 10 am to 4 pm Monday through Friday. No requests for appointment outside these hours will be accepted.

HCTV will do its best to find and establish mutually acceptable appointment recording times.

Any other politically oriented postings, show or shows referencing issues to be voted on must be done and submitted at least 2 weeks prior to the Town Election. HCTV does not guarantee air time or scheduling of such shows.

Please refer to the HCTV Technical Standards for Submissions for standards for including a video short/graphic /picture/ slides for inclusion during candidate recordings



### **HCTV TECHNICAL STANDARDS FOR SUBMISSIONS**

1. Programming must meet minimum quality standards for cablecasting.
2. Transfer media that do not carry a continuous and stable audio or video signal track, or that might damage HCTV equipment, will not be cablecast.
3. All video/audio media should be submitted in NTSC digital format
4. All media supplied for cablecasting must be presented on/in the following formats:  
USB drive, external HDD, or downloadable digital media unless prior arrangements have been approved by HCTV.
5. All programs must be accurately timed and labeled on the media submitted accompanied by paperwork specifying the following:
  - the producer's name and contact information
  - the program name or title
  - the total video running time
  - any additional relevant information, such as dated material, or queuing instructions.
6. No more than one program per submitted media or download.

### **HCTV Policies for Show Media Submissions**

Producers desiring to utilize images, videos, or a teleprompter during the recording of a program are solely responsible for submitting digital copies to HCTV staff at 19 Kimball Hill Road a minimum of 48 working Hours ahead of time.

***\*\*HCTV WILL NOT ACCEPT IMAGES, VIDEOS OR SCRIPTS FOR INCLUSION INTO A SHOW***

***ON THE DAY THAT SHOW IS SCHEDULED TO BE RECORDED\*\****

It is the duty of the Producer to confirm that all IMAGES, VIDEOS OR SCRIPTS FOR INCLUSION INTO A SHOW have been received by HCTV staff.

Image and Video Formats:

JPG

PNG

MP4

QUICKTIME

PowerPoint – If PowerPoint is used, the producer may choose to either control it via Remote or have the staff control the slide show via cues given by the host and or guests.

**Teleprompter Format:** Microsoft Word file

### **COMMUNITY BULLETIN BOARD**

HCTV provides individuals and organizations with the opportunity to inform the public of non-commercial and non-personal messages.

HCTV prohibits political advertising through the HCTV Bulletin Board.

Any eligible person or organization wishing to communicate with Hudson cable subscribers and streaming viewers through the HCTV Bulletin Board must submit a written public service announcement to HCTV, using the HCTV Community Bulletin Board Request Form. (Appendix C)

Announcements from the public will only be shown on the Public Access channel and must be received not later than two (2) weeks in advance of the message start date. No announcement will run longer than one month. Special requests for longer airings may be accepted at the discretion of HCTV.

HCTV reserves the right to reject any announcement that does not comply with the preceding requirements, and also reserves the right to edit and re-format announcements to fit. HCTV is not responsible for errors and omissions made by the individual or organization submitting the announcement.

**APPENDIX A**

**PRODUCER LIABILITY & INDEMNIFICATION AGREEMENT**

- A) Producer assumes all responsibility as producer, originator, author, or distributor of any of producer's programming carried on the access channels of HCTV. Producer agrees to indemnify and hold harmless, HCTV, the Town of Hudson, Comcast Communications, and their directors, officers, employees, successors and assigns (hereinafter "releasees"). The producer agrees to indemnify, hold harmless and defend the releasees, and each of them, from any liability, loss or damage, including reasonable attorney's fees and court costs arising out of any material supplied by producer in connection with utilization of HCTV channels, cablecasting equipment, or producing equipment.
- B) Producer individually and if applicable on behalf of all members of the organization of which producer is a member hereby releases the releasees and their successors and assigns from any legal action, claims, and demands whatsoever which the producer or its organization ever had, has, and may have, against the releasees, including and without limiting the generality of the foregoing any mistakes, omissions or interruptions in the cablecast. Producer releases the releasees from all liability if the program is lost or stolen in their custody.
- C) Producer agrees to comply with the requirements applicable to access channels set forth in the Franchise Agreement between the Town of Hudson and Comcast Communications.
- D) Producer warrants and represents the program does not contain:
  - 1. any solicitation of funds or advertising of material designed to promote the sale of commercial products or services.
  - 2. any material that is obscene, indecent or an invasion of privacy.
  - 3. any material concerning lottery information, gift enterprise, or similar scheme.
  - 4. any material requiring union residual, or the payment including but not limited to talent and crew unless those payments have been executed or waived.
  - 5. any material that is slanderous, libelous or made unlawful by any law instituted by a governmental body.
  - 6. any material that is copyrighted or subject to ownership or royalty rights without necessary releases, license, or other permission.
- E) If any material included in the program is copyrighted or subject to ownership or royalty rights, union residual, or other payment, producer will obtain all necessary permission, release license and make all necessary payments to authorize cablecasting of any such material.
- F) This liability and indemnification extends to programs and program material which producer submits to HCTV for cablecast whether or not such material is produced in whole or part by the use of HCTV facilities.

(page 1 of 2)

**PRODUCER LIABILITY & INDEMNIFICATION AGREEMENT**

Producer agrees with all terms stated on this form and has read and understood the requirements of the HCTV Policies and Procedures Manual. Producers under 18 years of age must include the signature of a parent or legal guardian.

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town, State & Zip Code \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(Signature of parent or legal guardian, if under 18 years of age)

Identification (for verification only): Drivers License: \_\_\_\_ Other: \_\_\_\_\_

Registered Name of Non-Profit (if applicable) \_\_\_\_\_

EIN (If applicable) \_\_\_\_\_

HCTV requests that the following disclaimer be added to the beginning and end of a program:

“The ideas and opinions expressed in the following/preceding production do not necessarily reflect those of HCTV, the Town of Hudson, the Hudson School District, the Hudson Board of Selectmen, or the Hudson Cable Utility Committee.”

\_\_\_\_\_

**For HCTV Use Only**

The above program has been received, contains the required disclaimers, and meets appropriate HCTV technical requirements.

HCTV representative: \_\_\_\_\_

Date: \_\_\_\_\_

The Producer Liability Agreement and Indemnification form and Cablecast Request Form have been completed, signed by the producer, and received by HCTV.

HCTV Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**HCTV CABLECAST REQUEST FORM**

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

Date: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Program Length: \_\_\_\_\_

Requested Play Dates/Times: \_\_\_\_\_

\_\_\_\_\_

**Contact Information**

Producer: \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person submitting program: \_\_\_\_\_

(if other than producer)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Has this program been previously cablecast on HCTV? No: Yes:

If yes, when? \_\_\_\_\_

Does this program contain subject material that may offend some viewers and/or may not be appropriate for children?

No: Yes:

If yes, see section on Program Content of the HCTV Policy and Procedures Manual. The producer must include the required disclaimer.

Will the producer permit the use of this programming on the HCTV Internet Web Site at [www. hudsonctv.com](http://www.hudsonctv.com)?

Yes: No:

**HCTV requires all individuals to submit a Cablecast Request Form and signed Producer Liability & Indemnification Form prior to airing any program or announcement.**

**APPENDIX C**

**HCTV COMMUNITY BULLETIN REQUEST FORM**

**FOR CHANNEL 6**

Contact Information

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Requested Play Dates/Time: \_\_\_\_\_

All bulletin submissions should be in landscape format (wide left to right) and not standard flyer (portrait format as for a wall)

**Bulletin Board Message:**

To get a copy of the bulletin to be aired to HCTV:

Email a Powerpoint slide (.ppt), jpeg (.jpg), png or PDF file to [HCTV@hudsonctv.com](mailto:HCTV@hudsonctv.com) , OR

Bring a copy of it to us on portable media (USB stick or portable HDD drive), OR

***(HCTV reserves the right to edit this message and/or reformat to fit.)***

APPENDIX D

HCTV EQUIPMENT RELEASE FORM

**This form must be completed by a representative of HCTV, and signed by the borrower before any equipment can be released. Borrower agrees to submit a fully edited and ready to air video copy of material recorded with this borrowed equipment for airing on HCTV.**

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

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature of Borrower: \_\_\_\_\_

EQUIPMENT

Camera: Make, Model and Serial Number: \_\_\_\_\_

Camera Accessories: \_\_\_\_\_

(Make, model, serial number as applicable)

Other ACCESSORIES

Cables: \_\_\_\_\_

Microphone: \_\_\_\_\_

Make/Model Number: \_\_\_\_\_

Miscellaneous: \_\_\_\_\_

Date Borrowed: \_\_\_\_\_

Date to Be Returned: \_\_\_\_\_

(The loan period for all HCTV equipment is four (4) days.)

I certify that all of the equipment listed above has been returned to HCTV it is in good working order and satisfactory condition and programming from the use of the equipment has been properly submitted to HCTV.

HCTV representative: \_\_\_\_\_

Date: \_\_\_\_\_

***All equipment must be returned within 4 days of borrowing and during normal business hours, Monday thru Friday 9am to 5pm to:  
HCTV Access Center, 19 Kimball Hill Rd., Hudson, NH (603) 578-3959***



**APPENDIX E**

**HCTV REQUEST FOR PROGRAM COPY**

**Please complete this form to order a copy of an HCTV program. Only programs produced by HCTV can be copied for distribution. Requester must provide a USB stick or SD Card of appropriate size for HCTV to load requested media to.**

**Name:** \_\_\_\_\_

**(please print)**

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**PROGRAM REQUESTED**

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

**Cablecast Date:** \_\_\_\_\_

**Date Copy Received:** \_\_\_\_\_

**NUMBER OF COPIES** \_\_\_\_\_

**Date Requested:** \_\_\_\_\_

**Amount Due with Order Form: \$15.00 per video requested**

**(Checks only—payable to the Town of Hudson)**

**Account # 5045**

**HCTV representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**All Copies Must Be Picked Up By appointment during normal open hours, Monday thru Friday 9am to 5 pm**

**At the HCTV Access Center**

**19 Kimball Hill Road, Hudson, NH 03051**

## APPENDIX F

### **Procedures for Handling HCTV Cablecast Liability and Indemnification Agreement Forms and Cablecast Request Forms**

1. No submission will be aired until the Producer Liability and Indemnification Agreement form and the Cablecast Request form have been completed and returned to Hudson Community Television.
2. Forms are also available online via the town's website at  
  
<https://www.hudsonnh.gov/community-media/page/hctv-policy-and-procedures-manual>
3. The Director of Community Media, or a designated backup, will review and sign all forms.
4. After the paperwork has been completed, and signed by both the producer and a HCTV representative, the media, along with a copy of the required forms, are forwarded together to HCTV for airing.
5. The original Producer Liability and Indemnification Agreement form will be kept on file at the HCTV Access Center.

## APPENDIX G

### **Policy Standards for Presentations**

HCTV will accept Microsoft PowerPoint® presentation for use in public meetings or studio shows subject to the following guidelines:

- Deliver the presentation on acceptable media (USB stick, SDHC card) or send via email to [HCTV@Hudsonctv.com](mailto:HCTV@Hudsonctv.com)) to at least 72 hours prior to the event or to the Director of Community Media.
- Printed copies of all slides to be shown or used in a show, either in presentation format or handout format shall accompany the transfer media. This is necessary so that the system operator can monitor the presentation in the event that slides do not change automatically.
- The equipment of HCTV works best with currently supported versions of Microsoft Office. The use of earlier unsupported versions of PowerPoint® may result in inserted objects, pictures, tables and text boxes not being displayed properly by the program.
- Physical transfer media used for submissions will be available for return at the request of the presenter, within 72 hours of the presentation
- Recommendations for Presentations:
  - Font Size on slides should be greater than 24 points and preferably in bold print (This is necessary for the audience to be able to read the screen at a distance.)
  - Limit the use of animations in your slides such as sliding lines, sounds, or any factor that requires the use of the enter key to complete the slide presentation.
  - Contrasting colors make a better presentation for audiences. It is suggested that colors listed below may improve the readability of the presentation:
    - Black on White
    - White on Blue
    - White on Red
    - Minimal use of slide design is suggested and the use of embedded objects is discouraged.



## Political Programming Options for Candidates

A resident candidate, or resident supporters, may produce, and have aired on HCTV, an access program. HCTV does not accept spot video advertising (e.g. 30-60 seconds) for cablecast on public access channels.

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    - ii. insert a closing graphic statement from the candidate, said statement to be presented to HCTV no less than 48 hours before the recording session to allow for a proper graphic to be created
- (cont.)
- E) Candidates must request an appointment to utilize the studio and crew as early as possible and not less than 48 hours before they can be available for recording.

**\*Studio use is subject to availability. \***

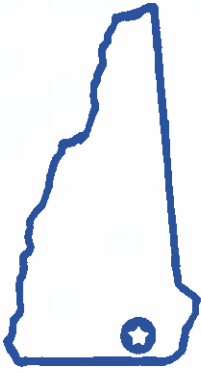
F) All video submissions must be submitted along with a completed PRODUCER LIABILITY & INDEMNIFICATION AGREEMENT (Appendix A of this manual).

It is understood and agreed that HCTV will work with the candidate to set a time and date for the announcement and HCTV retains the authority to establish the finalization of the appointment. HCTV staff will do their best to accommodate appointment requests during the hours of 10 am to 4 pm Monday through Friday. No requests for appointment outside these hours will be accepted.

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Please refer to the *HCTV Technical Standards for Submissions* for standards for including a video short/graphic /picture/ slides for inclusion during candidate recordings



# TOWN OF HUDSON

## Public Works

*Agala*  
2-13-24

9C

2 Constitution Drive Hudson, New Hampshire 03051 603/886-6018 Fax 603/594-1143



**RECEIVED**

FEB 28 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

To: Board of Selectmen  
From: Jason Twardosky, Director of Public Works  
Date: January 25, 2024  
Re: Additional Transfer Station Passes

### TASK:

Present a plan to provide a system for residents to obtain additional passes for the transfer station if the need should arise.

### BACKGROUND:

Each residential address is permitted three passes per calendar year for disposing of household/construction debris at the towns transfer station. This three pass limit was put in place to deter residents from disposing of commercial waste, or waste generated in other municipalities, due to being a service provided through taxes and not from a pay-as-you-throw fee schedule. Occasionally a need arises where a resident needs to dispose of more debris than those three passes would allow. Residents, have expressed interest in purchasing extra passes to dispose of such debris.

### OBJECTIVE:

Determine a reasonable fee for extra passes, and a means of collecting the fees for these passes.

### ANALYSYS:

We contracted CMA Engineers as consultants to poll surrounding communities about their fee schedules to compare with our per ton disposal fees to make a more informed decision on what the fee should be. Based on our research, we believe this fee should be based on the average cubic yards that a full-size pickup truck (which is the average size vehicle that uses the transfer station. Cars being the smallest and one ton trucks and trailers being the largest) can hold, which is 2-2.5 cubic yards of loose debris. That loose debris, once crushed and packed into containers, will have a volume of approximately one cubic yard. The industry standard for the average weight of a cubic yard of this type of material is 500 pounds. Based on all this information, we believe the fee for extra passes should be \$30.00 each.

**RECOMMENDATION:**

It is my recommendation that:

- 1) We implement this new program at the start of the new fiscal year, July 1, 2024.
- 2) Fees to be collected in the form of check or credit card at the Public Works office.
- 3) Residents will be allowed to purchase up to 3 additional passes. Should a resident need more than 3 extra passes, it will be up to the discretion of the Public Works Director, or their designee.
- 4) Extra passes will be clearly marked as such for verification by transfer station personnel.
- 5) Transfer Station Personnel will verify that the material being brought to the transfer station is allowable and doesn't violate our permits.
- 6) Public Works reserves the right to limit or deny passes if it is found that residents are abusing this service by bringing in commercial waste or waste generated in other municipalities.

Agenda  
2-13-24



# TOWN OF HUDSON

## Engineering Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-541-1111

10A

### INTEROFFICE MEMORANDUM

**RECEIVED**

JAN 30 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Steve Malizia, Town Administrator  
Board of Selectmen

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

DATE: January 26, 2024

RE: Acceptance of 2024 Exotic Aquatic Plant Control Grant from NHDES

Attached please find the Grant Agreement from the New Hampshire Department of Environmental Services (NHDES) for the acceptance of the Exotic Aquatic Plant Control Grant. With this grant, the Town will receive a 50% cost match in 2024 for the Herbicide services for Robinson and Ottarnic Ponds. The State is not recommending DASH (Diver Assisted Suction Harvesting) treatment this year.

The Town portion of the costs will come from the Conservation Commission Professional Services budget (Acct. # 5586-252). The total grant amount will be for up to \$36,630.00, and will be broken down as follows:

**DASH Work:**

Total Herbicide Cost:	up to	\$ 73,260.00
Grant Award:		<u>\$ 36,630.00</u>
Town Cost:		\$ 36,630.00

Contractor: Solitude Lake Management

**Motion:**

**To accept the Exotic Aquatic Plant Control Grant for up to \$36,630 from NHDES for Herbicide services for the spring/summer of 2024.**





The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

January 26, 2024

Town of Hudson  
 c/o Doreena Stickney and Elvis Dhima

Dear Ms. Stickney and Mr. Dhima:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2024. Below is a breakdown of total project cost(s), grant award (up to 50% of project costs), and costs to be incurred by local entities.

	<b>Herbicide Treatment</b>	<b>Diver/DASH</b>
<b>Total Cost</b>	\$73,260 Herbicide treatment in both Robinson and Otternic, for fanwort and variable milfoil control	n/a
<b>Grant Award</b>	\$36,630	n/a
<b>Local Cost</b>	\$36,630	n/a
<b>Service Provider</b>	SOLitude Lake Management, LLC.	n/a

**Total Grant Award: Up to \$36,630.00**

NHDES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2024.

**PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW- INCOMPLETE OR INCORRECTLY COMPLETED PAPERWORK WILL NEED TO BE RETURNED:**

Please print the Grant Agreement, Exhibits and Certificate of Authority (attached to email and specified below), on plain white paper, *single-sided*, and complete as detailed below:

1. **Grant Agreement:** Please have the appropriate person in your organization, who is authorized to sign on behalf of the organization:
  - i. complete lines 1.11 and 1.12 of the Grant Agreement.
  - ii. This same person must initial and date the bottom right corner of each of the three pages of this document (there are no lines, but somewhere down in the bottom right corner of each page is fine)
  - iii. The original inked document must be sent to NHDES by snail mail.

2. **Exhibits:** Each of the pages in the Exhibits A-C document must be initialed and dated, on the bottom right, by the same person who completed the Grant Agreement in #1 above and should have the same date as that for when the Grant Agreement was signed. The original inked document must be sent to NHDES by snail mail.
  
3. **Certificate of Authority:** This form is confusing, please read carefully here: This is a certificate that verifies that the person who signs the Grant Agreement in #1 above is in a position that is authorized to do so.
  - i. This form must be completed by someone other than the person who signed/initialed the Grant Agreement and Exhibits in #1 and #2 above.
  - ii. This second person fills out the form and puts the name of the entity authorized to sign on the appropriate line. See example below.
  - iii. This form must be dated before, or on the same date, that items #1 and #2 above are completed.
  - iv. This original inked document must be snail mailed to NHDES.

*For example: If the President of your organization filled out the Grant Agreement and initialed and dated the pages of the Grant Agreement, and initialed and dated the pages of the Exhibits, then *someone else* like the Treasurer, Vice President, Secretary, or other officer will serve as the “certifying officer” and can fill out the Certificate of Authority, verifying, in their own capacity, that the President was authorized to sign the Grant Agreement and initial the Exhibits. Basically, *the person who fills out the grant agreement cannot fill out this Certificate, they can only be named on it as the person authorized to sign the grant agreement for your group.**

4. **Certificate of Insurance-** If your group carries insurance and/or worker’s comp please ask your insurance agent to send a one-page certificate to me. Please list NHDES, 29 Hazen Drive, Concord, NH 03301 on the bottom left of the Certificate of Insurance. If you do not have insurance or workers compensation, that is OK, but I am required to ask if it is available. If you do not have insurance coverage for your group, simply email and let me know. If you do have insurance, that certificate can be emailed to me at [Amy.Smagula@des.nh.gov](mailto:Amy.Smagula@des.nh.gov).

**Items 1-3 should be completed, and the *original inked* documents returned to my attention at the address listed in the footer of the letterhead, at your earliest convenience, but no later than February 16, 2024.**

**Item 4 can be emailed to me at [Amy.Smagula@des.nh.gov](mailto:Amy.Smagula@des.nh.gov).**

All payments/disbursements on the grant will be made on a reimbursement basis upon submission of appropriate invoicing for services or materials rendered, and the appropriate match percent will be applied to each invoice received by NHDES. Please email invoices as you receive them (please don’t hold them until the project is complete).

***Please note that the contractual process cannot begin until we have all of the completed paperwork from your group. Your rapid attention in preparing these documents and returning them to me is much appreciated, and it will aid in expediting this frequently lengthy grant approval process.***

I will be working on preparing and/or updating (as appropriate) a long-term management plan for your waterbody. Once it is fully drafted, I will be sending it to you electronically for review. In late February, I will be sending it to the contractor(s) who will be performing the control actions for your waterbody, so they can use it for planning purposes.

**If you have not already done so, please confirm with the contractor(s) listed in the table above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2024.**

If you have questions at any point during the grant process, or would like clarification on how to complete the paperwork, please do not hesitate to contact me at [Amy.Smagula@des.nh.gov](mailto:Amy.Smagula@des.nh.gov). *Paperwork that is not completed correctly will need to be returned, and this will delay the grant processing.*

Sincerely,



Amy P. Smagula  
Exotic Species Program Coordinator

**EXHIBIT A  
SPECIAL PROVISIONS  
ROBINSON AND OTTERNIC PONDS**

There are no special provisions.

Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT B  
SCOPE OF SERVICES  
ROBINSON AND OTTERNIC PONDS**

1. The Town of Hudson is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil and fanwort, both invasive aquatic plants, have become a nuisance problem in various portions of Robinson and Otternic Ponds, and the grantee is seeking grant funds to assist in control efforts in 2024.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For herbicide treatment in 2024, the grantee will ensure that SŌlitude Lake Management performs the following tasks:

- Task 1 Prepare and file Special Permit application with NH DPC (inclusive of the required abutter notifications, publication of newspaper notices and all costs associated with advertising and attending a public hearing, if required).
- Task 2 Perform chemical treatment of the subject waterbody per the bid specifications, inclusive of all labor, chemical, and equipment costs.
- Task 3 Conduct pre- and post-treatment surveys, perform post-treatment herbicide residue sample collection as required by permit, and submit the required written reporting to the State per the bid specifications.

For the diver work in 2024, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1 Notify the NHDES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
  - Task 2 Notify NHDES within 5 business days of when the work is completed by submitting daily dive reports for work that was performed, per the reporting examples provided in the Weed Control Diver course.
4. NHDES will provide monetary support to you as outlined in Exhibit C.

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Hudson		<b>1.4. Grantee Address</b> 12 School Street, Hudson, NH 03051	
<b>1.5 Grantee Phone #</b> 603-886-6008	<b>1.6 Account Number</b> 442010-1430-073	<b>1.7. Completion Date</b> December 31, 2024	<b>1.8. Grant Limitation</b> \$36,630
<b>1.9. Grant Officer for State Agency</b> Amy P. Smagula		<b>1.10. State Agency Telephone Number</b> 603-271-2248	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By:		Assistant Attorney General, On: / /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE, COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date")
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default")
- 11.1.1 Failure to perform the Project satisfactorily or on schedule, or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder, or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default, and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.



Agenda  
2-13-24



# TOWN OF HUDSON

## Engineering Department



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

10B

### INTEROFFICE MEMORANDUM

**RECEIVED**

JAN 30 2024  
TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Steve Malizia, Town Administrator  
Board of Selectmen Chairman

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

DATE: January 26, 2024

RE: Contract Approval for Herbicide Treatment  
at Ottarnic Pond and Robinson Pond

Attached please find the contract agreements for Solitude Lake Management for the herbicide treatment work to be done at Robinson and Ottarnic Ponds this summer.

This contractor was selected by the NHDES, and the services are covered by the Exotic Aquatic Plant Control Grant for a 50% cost match up to \$36,630.00.

**First Motion:**

To assign the Town Engineer as the principal for this grant and contract.

**Second Motion:**

To approve and authorize the Town Engineer to sign the attached 2024 contract for Solitude Lake Management for herbicide treatment work at Robinson and Ottarnic Ponds as needed, for up to \$73,260.00.

The cost for this contract will be covered by the NHDES Exotic Aquatic Plant Control Grant at a 50% cost match, and the Town portion of up to \$36,630.00 will be covered through the Conservation Commission Professional Services account (Acct. # 5586-252).



The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

January 26, 2024

Town of Hudson  
 c/o Doreena Stickney and Elvis Dhima

Dear Ms. Stickney and Mr. Dhima:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2024. Below is a breakdown of total project cost(s), grant award (up to 50% of project costs), and costs to be incurred by local entities.

	<b>Herbicide Treatment</b>	<b>Diver/DASH</b>
<b>Total Cost</b>	\$73,260 Herbicide treatment in both Robinson and Otternic, for fanwort and variable milfoil control	n/a
<b>Grant Award</b>	\$36,630	n/a
<b>Local Cost</b>	\$36,630	n/a
<b>Service Provider</b>	SOLitude Lake Management, LLC.	n/a

**Total Grant Award: Up to \$36,630.00**

NHDES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2024.

**PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW- INCOMPLETE OR INCORRECTLY COMPLETED PAPERWORK WILL NEED TO BE RETURNED:**

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  - i. This form must be completed by someone other than the person who signed/initialed the Grant Agreement and Exhibits in #1 and #2 above.
  - ii. This second person fills out the form and puts the name of the entity authorized to sign on the appropriate line. See example below.
  - iii. This form must be dated before, or on the same date, that items #1 and #2 above are completed.
  - iv. This original inked document must be snail mailed to NHDES.

*For example:* If the President of your organization filled out the Grant Agreement and initialed and dated the pages of the Grant Agreement, and initialed and dated the pages of the Exhibits, then *someone else* like the Treasurer, Vice President, Secretary, or other officer will serve as the “certifying officer” and can fill out the Certificate of Authority, verifying, in their own capacity, that the President was authorized to sign the Grant Agreement and initial the Exhibits. Basically, *the person who fills out the grant agreement cannot fill out this Certificate, they can only be named on it as the person authorized to sign the grant agreement for your group.*

4. **Certificate of Insurance-** If your group carries insurance and/or worker’s comp please ask your insurance agent to send a one-page certificate to me. Please list NHDES, 29 Hazen Drive, Concord, NH 03301 on the bottom left of the Certificate of Insurance. If you do not have insurance or workers compensation, that is OK, but I am required to ask if it is available. If you do not have insurance coverage for your group, simply email and let me know. If you do have insurance, that certificate can be emailed to me at Amy.Smagula@des.nh.gov.

**Items 1-3 should be completed, and the original inked documents returned to my attention at the address listed in the footer of the letterhead, at your earliest convenience, but no later than February 16, 2024.**

**Item 4 can be emailed to me at Amy.Smagula@des.nh.gov.**

All payments/disbursements on the grant will be made on a reimbursement basis upon submission of appropriate invoicing for services or materials rendered, and the appropriate match percent will be applied to each invoice received by NHDES. Please email invoices as you receive them (please don’t hold them until the project is complete).

***Please note that the contractual process cannot begin until we have all of the completed paperwork from your group. Your rapid attention in preparing these documents and returning them to me is much appreciated, and it will aid in expediting this frequently lengthy grant approval process.***

I will be working on preparing and/or updating (as appropriate) a long-term management plan for your waterbody. Once it is fully drafted, I will be sending it to you electronically for review. In late February, I will be sending it to the contractor(s) who will be performing the control actions for your waterbody, so they can use it for planning purposes.

If you have not already done so, please confirm with the contractor(s) listed in the table above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2024.

If you have questions at any point during the grant process, or would like clarification on how to complete the paperwork, please do not hesitate to contact me at [Amy.Smagula@des.nh.gov](mailto:Amy.Smagula@des.nh.gov). *Paperwork that is not completed correctly will need to be returned, and this will delay the grant processing.*

Sincerely,



Amy P. Smagula  
Exotic Species Program Coordinator



# TOWN OF HUDSON

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



## Request for Proposal/Bid Checklist

Department: ENG/CON COM

Project Name: Dash - Herbicide Program for the Robinson and Ottonic

Date: 2/5/2024

Budget: \$73,260

Was This Project Advertised? Yes  No

Where? Advertisement handled by NHDES

Was it delivered to four vendors/contractors? Yes  No

If No, reason why: Currently only two pre-qualified NHDES contractors are available for these services

If Yes, list of vendors/contractors delivered to:

1.) Solitude Lake Management ( Low Bid ) ( Per-qualified NHDES Contractor )

2.) The Pond and Lake Connection ( Per-qualified NHDES Contractor )

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

4.) \_\_\_\_\_

Selected Contractor/Vendor: \_\_\_\_\_

Award Amount: \_\_\_\_\_

**SERVICES CONTRACT**

CUSTOMER NAME: **Town of Hudson, NH**

SUBMITTED TO: **Doreena Slickney**

CONTRACT DATE: December 14, 2023

SUBMITTED BY: Pete Beisler, Senior Aquatic Specialist

SERVICES: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl) & Flumioxazin** herbicide treatment(s) to control invasive **fanwort** and variable **milfoil** in **Robinson Pond** during the **2024** season.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SÖLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SÖLitude will provide services at the Customer's property as described in **Schedule A** attached hereto:

2. **PAYMENT TERMS.** The total fee for the Services is **\$43,300.00**. **Price is valid for 60 days from the contract date.** SÖLitude shall invoice the Customer following completion of each Task Service. If the entire contract **cannot** be signed at this time, please sign the "**Task 1: Permit Application Approval**" (this will allow SÖLitude to start compiling the permit application to submit to the State as early as possible. **The necessity of Task 2 through Task 6 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.**

<b>Task 1:</b> Permitting	\$1,590.00	(March)
<b>Task 2:</b> Procellacor Herbicide Treatment (max)	\$23,790.00	(June)
<b>Task 3:</b> Flumioxazin Herbicide Treatment (max)	\$11,520.00	(July)
<b>Task 4:</b> All Residue Sampling (max)	\$4,400.00	(June-August)
<b>Task 5:</b> Post-Treatment Survey(s)	\$1,000.00	(August-October)
<b>Task 6:</b> State Reporting	\$1,000.00	(October/November)

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



{30} days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SÖLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SÖLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SÖLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SÖLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SÖLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SÖLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SÖLitude, unless there is willful negligence on the part of SÖLitude.

While SÖLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SÖLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**TOWN OF HUDSON, NH**

***Task 1: Permit Application Approval Only***

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

***Task 2 through 6 Approval Signature***

By: \_\_\_\_\_

Date: \_\_\_\_\_

***Please Remit All Payments to:***

***1320 Brookwood Drive Suite H  
Little Rock AR 72202***

***Please Mail All Contracts to:***

***2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453***

***Customer's Address for Notice Purposes:***

\_\_\_\_\_  
\_\_\_\_\_

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## **SCHEDULE A – NEW HAMPSHIRE PUBLIC LAKE TREATMENT SERVICES**

### **Task 1: Permitting\*\*:**

1. SÖLitude staff will be responsible for the following:
  - a. Obtaining Preparing and filing a Special Permit Application around **March** and supporting documentation with the NH Division of Pesticide Control - inclusive of required direct mailing to a maximum of up to **55** abutters and publication of **1** newspaper legal notice.  
*(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)*
  - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
  - c. Publishing a legal notice in a local newspaper about the permit application filing.

**\*\*If the entire contract cannot be signed at this time, please sign the Task 1: Permit Application Approval above (this will allow SÖLitude to start compiling the permit application to submit to the State as early as possible. Work on permitting will not begin until written permission is given).**

### **Customer Responsibilities:**

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

### **Task 2 & 3: Herbicide Treatments:**

1. SÖLitude will perform chemical treatment of **up to 30 acres** with **Procellacor EC™** in **June** and **Flumioxazin** in **July** - inclusive of required certified mailings to a maximum of **55** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.

*(Note: should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; **please note that less acreage may require higher application rate**; notifying additional abutters via certified mail will carry an additional cost per abutter; unless otherwise agreed upon, the client will be responsible for putting up treatment posters (provided by SÖLitude) around the treatment area(s) prior to treatment)*

### **Task 4: Herbicide Residue Testing:**

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1. SÖLitude will perform herbicide residue testing **June- August**, assuming **2** sampling rounds and analysis of up to **4** samples total **per treatment** is required. A **grand total** of approximately **4 sampling rounds** and **8 samples** will be taken during the treatment program.

*(Note: The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SÖLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$325/sample analyzed and \$450-\$500 per sample collection round.)*

**Task 5: Post-Treatment Survey:**

1. SÖLitude will perform a post-treatment survey in approximately **August-October**, after the completion of the herbicide treatment(s) to assess the treatment impacts and successes.

**Task 6: Year-End Reporting:**

1. An end of the year report will be prepared and provided to the State, as required by the permit.
2. The year-end report is anticipated to be completed and provided in **October-November**.

**General Qualifications:**

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth

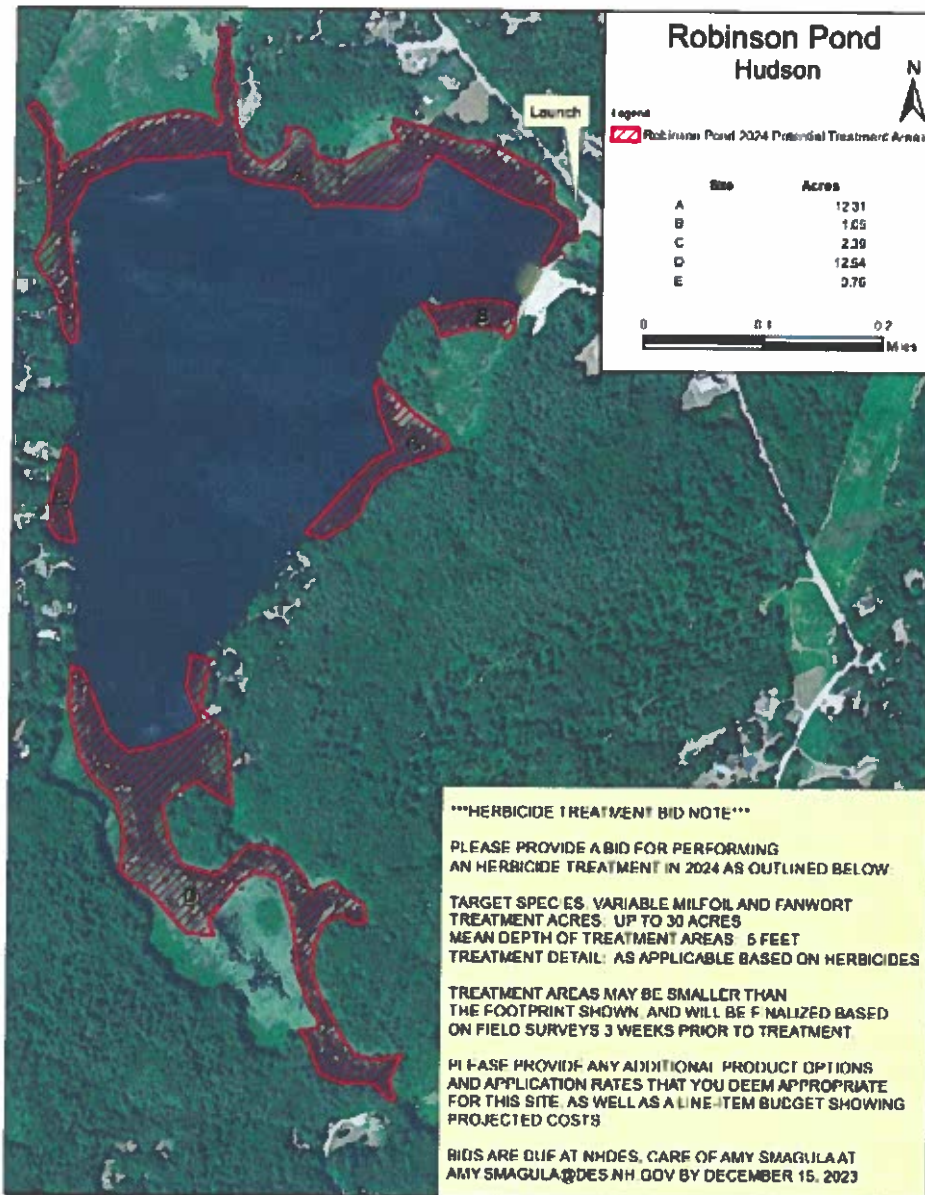
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by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**SERVICES CONTRACT**

CUSTOMER NAME: **Town of Hudson, NH – OTTERNIC POND**

SUBMITTED TO: **Doreena Stickney**

CONTRACT DATE: December 14, 2023

SUBMITTED BY: Brendan McCarthy

SERVICES: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl) & Flumioxazin** herbicide treatment(s) to control invasive **fanwort** and **milfoil** in **Otternic Pond** during the **2024** season.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SÖLitude Lake Management, LLC ("SÖLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SÖLitude will provide services at the Customer's property as described in **Schedule A** attached hereto:
  
2. **PAYMENT TERMS.** The total fee for the Services is **\$29,960.00**. **Price is valid for 60 days from the contract date.** SÖLitude shall invoice the Customer following completion of each Task Service. If the entire contract **cannot** be signed at this time, please sign the "**Task 1: Permit Application Approval**" (this will allow SÖLitude to start compiling the permit application to submit to the State as early as possible. **The necessity of Task 2 through Task 6 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.**

<b>Task 1:</b> Permitting	\$1,530.00	(March)
<b>Task 2:</b> Procellacor Herbicide Treatment (max)	\$14,140.00	(June)
<b>Task 3:</b> Flumioxazin Herbicide Treatment (max)	\$7,890.00	(July)
<b>Task 4:</b> All Residue Sampling (max)	\$4,400.00	(June-August)
<b>Task 5:</b> Post-Treatment Survey(s)	\$1,000.00	(August-October)
<b>Task 6:</b> State Reporting	\$1,000.00	(October/November)

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty

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(30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SŌLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SŌLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SŌLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SŌLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SŌLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SŌLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SŌLitude, unless there is willful negligence on the part of SŌLitude.

While SŌLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SŌLitude Lake Management® of all known and relevant

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current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per

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Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**TOWN OF HUDSON, NH**

***Task 1: Permit Application Approval Only***

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

***Task 2 through 6 Approval Signature***

By: \_\_\_\_\_

Date: \_\_\_\_\_

***Please Remit All Payments to:***

***1320 Brookwood Drive Suite H  
Little Rock AR 72202***

***Please Mail All Contracts to:***

***2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453***

***Customer's Address for Notice Purposes:***

\_\_\_\_\_  
\_\_\_\_\_

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## **SCHEDULE A – NEW HAMPSHIRE PUBLIC LAKE TREATMENT SERVICES**

### **Task 1: Permitting\*\*:**

1. SŌLitude staff will be responsible for the following:
  - a. Obtaining Preparing and filing a Special Permit Application around **March** and supporting documentation with the NH Division of Pesticide Control - inclusive of required direct mailing to a maximum of up to **50** abutters and publication of **1** newspaper legal notice.  
*(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)*
  - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
  - c. Publishing a legal notice in a local newspaper about the permit application filing.

**\*\*If the entire contract cannot be signed at this time, please sign the Task 1: Permit Application Approval above (this will allow SŌLitude to start compiling the permit application to submit to the State as early as possible. Work on permitting will not begin until written permission is given)**

### **Customer Responsibilities:**

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

### **Task 2 & 3: Herbicide Treatments:**

1. SŌLitude will perform chemical treatment of **up to 19.2 acres** with **Procellacor EC™** in **June** and **Flumioxazin** in **July** - inclusive of required certified mailings to a maximum of **50** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.

*(Note: should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; **please note that less acreage may require higher application rate**; notifying additional abutters via certified mail will carry an additional cost per abutter; unless otherwise agreed upon, the client will be responsible for putting up treatment posters (provided by SŌLitude) around the treatment area(s) prior to treatment)*

### **Task 4: Herbicide Residue Testing:**

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1. SÖLitude will perform herbicide residue testing **June- August**, assuming **2** sampling rounds and analysis of up to **4** samples total **per treatment** is required. A **grand total** of approximately **4 sampling rounds** and **8 samples** will be taken during the treatment program.

*(Note: The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SÖLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$325/sample analyzed and \$450-\$500 per sample collection round.)*

**Task 5: Post-Treatment Survey:**

1. SÖLitude will perform a post-treatment survey in approximately **August-October**, after the completion of the herbicide treatment(s) to assess the treatment impacts and successes.

**Task 6: Year-End Reporting:**

1. An end of the year report will be prepared and provided to the State, as required by the permit.
2. The year-end report is anticipated to be completed and provided in **October-November**.

**General Qualifications:**

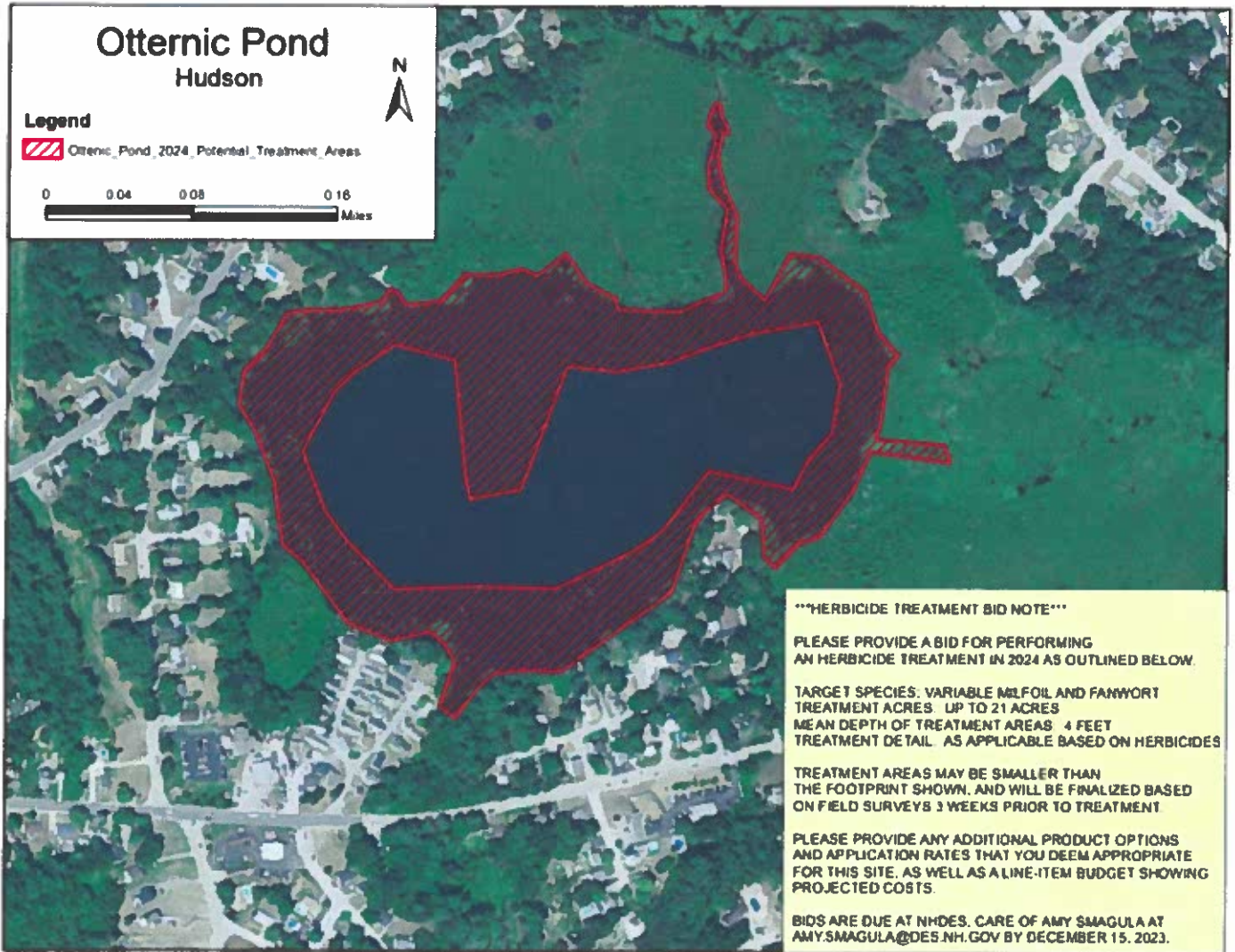
1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined

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- by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



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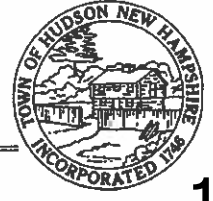
Agenda  
2-13-24



# TOWN OF HUDSON

## FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



10C

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

**RECEIVED**

Scott J. Tice  
Chief of Department

FEB 07 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Marilyn McGrath  
Chairperson, Board of Selectmen

FR: Scott Tice  
Fire Chief *ST*

DT: February 6, 2024

RE: February 13, 2024 BOS Public Agenda – Grant Application Requests

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

The Fire Department consistently seeks out additional resources to fund projects that are not able to be supported within our operational budget. We are asking for the Board to approve our request to apply for various grants to assist with this.

We have identified the critical need for a more robust health and wellness program. With cancer rates and mental health concerns on the rise, it is imperative that we find funding to implement a quality program for our membership.

The FY2023 Assistance to Firefighters Grants (AFG) has helped firefighters and other first responders obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. We have been successful with AFG in the past, and will look to this program for funding towards a health and wellness program. Additionally, we may utilize AFG for more than one of the activity areas within the application to assist in funding other areas of need that have been identified below.

In addition to AFG and the health and wellness program, we have identified the following items and other grant sources that we would want to consider throughout the course of the year:

- Cold water rescue equipment
  - We have found that some of our existing equipment is broken, worn out and/or past NFPA recommended dates.
- Rescue Task Force specialized equipment
  - Our existing equipment is nearing the recommended replacement dates.
- Swift water rescue equipment
  - This equipment is needed due to the high risk exposure with the Merrimack River
- Training Props
  - Training props are a great tool and very beneficial in the bolstering of our training program.
- Department Wide Training
  - Fire Ground Survival (FGS) Training

- Live Fire Training
- Thermal Imaging Tactical Classes

A few possible sources of funding include the following:

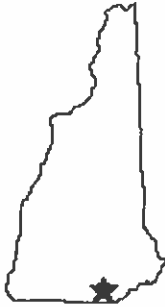
- Walmart Local Community Grant
- Firehouse Subs Public Safety Foundation Grant
- Gary Sinise Foundation First Responder Grant Program

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

**Motion:**

**To authorize the Fire Chief to apply for the FY2023 Assistance to Firefighters Grant (AFG), the Walmart Local Community Grant, the Firehouse Subs Public Safety Foundation Grant and the Gary Sinise Foundation First Responder Grant Program.**

Agenda  
2-13-24



# TOWN OF HUDSON FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



10D

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

**RECEIVED**

FEB 08 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

Scott J. Tice  
Chief of Department

TO: Marilyn McGrath  
Chairperson, Board of Selectmen

FR: Scott Tice *ST*  
Fire Chief

DT: February 8, 2024

RE: February 13, 2024 BOS Public Agenda – Ambulance CRF

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

At the October 12, 2023 Board of Selectmen’s Budget Review, I presented the following warrant article for consideration on the FY25 Town Warrant:

“Shall the Town of Hudson vote to discontinue the Ambulance Capital Reserve Fund previously established March 18, 2011 and transfer the remaining funds into the Emergency Medical Services Revolving Fund?”

I made this recommendation because the Ambulance Capital Reserve Fund (CRF) has become obsolete and closure would simplify the tracking of funds for ease of management. We would use these funds toward the purchase of the next ambulance. As of July 31, 2023 that CRF had approximately \$67,324.00 in it.

Since that time, I was notified by the Town Administrator that we were unable to transfer funds from the capital reserve fund into the EMS Revolving Fund and the wording on the warrant article was changed to the following:

“Shall the Town of Hudson vote to discontinue the Ambulance Capital Reserve Fund previously established August 19, 1994 and transfer the remaining funds into the General Fund?”

I come before you this evening to ask, how can the Fire Department acquire those funds to put towards the purchase of a new ambulance? The funds in that CRF were funded for that specific purpose, and my original intent was to utilize those funds for the purchase of a new ambulance when the CRF was discontinued as outlined during my original presentation to the Board.

Thank you for your consideration in this matter.



# TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

## CHAPTER 35 CAPITAL RESERVE FUNDS OF COUNTIES, TOWNS, DISTRICTS, AND WATER DEPARTMENTS

### Section 35:16-a

**35:16-a Discontinuing Fund.** – Any town, school district, village district or county which has established a capital reserve fund pursuant to the provisions of this chapter may, as provided by RSA 35:3, vote to discontinue such capital reserve fund. If such fund is discontinued, the trustees of the trust fund holding the account for said fund shall pay all the monies in such fund to the town, district or county treasury as applicable.

**Source.** 1977, 287:1, eff. Aug. 26, 1977.

# TITLE III

## TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

### CHAPTER 31

#### POWERS AND DUTIES OF TOWNS

#### Miscellaneous

#### Section 31:95-h

##### **31:95-h Revolving Funds. –**

I. A town may, by vote of the legislative body, establish a revolving fund. Each revolving fund shall be limited to one of the following purposes:

- (a) Facilitating, maintaining, or encouraging recycling as defined in RSA 149-M:4;
- (b) Providing ambulance services, or fire services, or both;
- (c) Providing public safety services by municipal employees or volunteers outside of the ordinary detail of such persons, including but not limited to public safety services in connection with special events, highway construction, and other construction projects, or for any other public safety purpose deemed appropriate by the municipality;
- (d) Creating affordable housing and facilitating transactions relative thereto;
- (e) Providing cable access for public, educational, or governmental use;
- (f) Financing of energy conservation and efficiency and clean energy improvements by participating property owners in an energy efficiency and clean energy district established pursuant to RSA 53-F; or
- (g) Facilitating transactions relative to municipal group net metering.

II. If a town establishes a revolving fund for any of the purposes listed in paragraph I, it may deposit into the fund all or any part of the revenues from fees, charges, or other income derived from the activities or services supported by the fund, and any other revenues approved by the legislative body for deposit into the fund. The money in the fund shall be allowed to accumulate from year to year, and shall not be considered part of the town's general surplus. The town treasurer shall have custody of all moneys in the fund, and shall pay out the same only upon order of the governing body, or other board or body designated by the local legislative body at the time the fund is created; provided, that no further approval of the legislative body, if different from the governing body, shall be required. Such funds may be expended only for the purposes for which the fund was created.

III. The legislative body may, at the time it establishes a revolving fund or at any time thereafter, place limitations on expenditures from the fund including, but not limited to, restrictions on the types of items or services that may be purchased from the fund, limitations on the amount of any single expenditure, and limitations on the total amount of expenditures to be made in a year. No amount may be expended from a revolving fund established hereunder for any item or service for which an appropriation has been specifically rejected by the legislative body during the same year.

IV. The provisions of this section shall not preclude the establishment of a revolving fund for any other purpose authorized by law.

**Source.** 2005, 79:1, eff. Aug. 6, 2005. 2008, 68:1, eff. July 20, 2008; 391:1, eff. Sept. 15, 2008. 2010, 215:3, eff. Aug. 27, 2010. 2013, 9:1, eff. July 6, 2013. 2017, 95:1, eff. Aug. 7, 2017. 2018, 30:1, eff. July 14, 2018;

58:1, eff. July 24, 2018.

Agouta  
2-13-24

10E



# TOWN OF HUDSON

## Benson Park Committee



John V "Jack" Madden, Chairman      Dillon Dumont, Selectmen Liaison

12 School Street, Hudson, New Hampshire 03051 · Tel:603-886-6024 · Fax:603-598-648

**RECEIVED**

Tuesday, February 6, 2024

FEB 06 2024

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

TOWN OF HUDSON  
SELECTMENS OFFICE

Re: Train Station Building, Benson Park -  
Recommended Vendor for Lead Inspection /  
Risk Assessment & Mold Assessment

Steve,

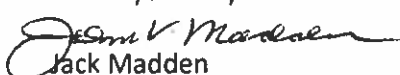
Attached is the "Lead Paint Inspection Vendors' Quotes" from 3 vendors and the recommended low bidder which the Benson Park Committee wishes to place before the Board of Selectmen for approval at their Tuesday, February 13, 2024 meeting.

On Tuesday, 1/30 I met with Elvis Dhima and his new assistant Don Kirkland to go over the vendors who responded to our solicitation. Elvis and Don were comfortable with the responses, as all were within \$500 or so. Both also recommended that we add the assessment for mold as well.

The recommended vendor is American Environmental Testing Services of New England. They had the lowest bid for the lead inspection and risk assessment at \$1,850. For an additional \$425 they will conduct the mold/moisture assessment plus \$100 per air sample, if needed.

After AETS completes the lead inspection and risk assessment, we will solicit from the State's list of Licensed Lead Abatement Performance Contractors (and mold abatement, if needed) to actually remove or otherwise abate the presence of lead.

Thank you for your assistance.

  
Jack Madden  
Chairman, Benson Park Committee

2024 02 06 Lead Paint Inspection Vendors Quotes

**Lead Testing at Train Station Building, Benson Park**

Vendor	Tasks	Cost	Comments
1/18/2024 Institute for Environmental Education, Inc., Derry NH  Gwen C. Devine 603 216 2177	Representative OSHA Lead Survey, X-Ray Fluorescence analysis (XRF) with Viken Pb200e XRF Analyzer. Report of findings documenting the testig results  Does not perform mold assessments.	<b>\$2,000</b>  <b>NO MOLD ASSESSMENTS</b> <b>\$2,000</b>	Additional costs: \$150/hr for Sr. Project Manager/Risk Assessor and IRS mileage rates, door to door \$0.67/mile
1/22/2024 American Environmental Testing Services of New England, Bedford NH	Lead Inspection/Risk Assessment.  Full Interior/Exterior Lead Inspection: Pre-Abatement Dust Sampling Work Scope / Occupant Protection Plan Soil Sampling	  \$1,200 \$200 \$375 \$75	
Mickey Laskey, 603-828-6347	Mold/Moisture Assessment  Any Air/Tape Sampling would be \$100 per sample (Need determined on-site)	\$425  \$100	<b>Mold Assesment</b>  <b>Mold Assesment</b>
		<b>\$2,375</b>	Payment Expected on day of assessment.
9/22/2023 Integrated Lead Inspection Services, Alton NH  Thomas LeMien (603) 387-1258	Test Method: Nondestructive XRF Lead Paint sampling - immeidate on-site results XRF Lead Paint assessment and report - interiors XRF Lead Paint assessment and report - exteriors Does not perform mold assessments; referred me to Mickey Laskey at American Environmental Testing Services of New England.	  \$1,600 \$550 <b>NO MOLD ASSESSMENTS</b>  <b>\$2,150</b>	Combined with interior



**New Hampshire Department of Health and Human Services**  
**Division of Public Health Services**  
**Bureau of Public Health Prevention**  
**Healthy Homes and Lead Poisoning Prevention Program**  
**New Hampshire Licensed Lead Abatement Performance Contractors**



Location		Company Name	Phone	Address			Email / Website	
Alton	NH	Jacob Locke - Self Employed	(561) 512-5802	589 Muchado Road	Alton	NH	03809	<a href="mailto:12jakelocke21@gmail.com">12jakelocke21@gmail.com</a>
Amherst	NH	Brian's Abatement	(603) 801-7744	14 Windsor Drive	Amherst	NH	03031	<a href="mailto:bmacklax1@gmail.com">bmacklax1@gmail.com</a>
Canaan	NH	Upper Valley Property Solutions LLC	(603) 304-9600	72 Amanda Lane	Canaan	NH	03741	<a href="mailto:uvpsolutions@yahoo.com">uvpsolutions@yahoo.com</a>
Chester	NH	AJ Wood Construction	(603) 887-4300	337 Haverhill Road	Chester	NH	03036	<a href="mailto:ajwoodconstruction@gmail.com">ajwoodconstruction@gmail.com</a>
Claremont	NH	TT Renovations LLC	(603) 558-3972	120 Maple Avenue	Claremont	NH	03743	<a href="mailto:stk_up@yahoo.com">stk_up@yahoo.com</a>
Concord	NH	Keystone Management Company Inc.	(603) 228-0424	99 Fisherville Road	Concord	NH	03303	<a href="mailto:rclark@keystonemanagement.com">rclark@keystonemanagement.com</a>
Dover	NH	KAB Realty Management LLC	(603) 742-5320	35 Third Street	Dover	NH	03820	<a href="mailto:larrypridhamjr@gmail.com">larrypridhamjr@gmail.com</a>
E. Hampstead	NH	603 Environmental	(603) 490-0438	84 Woodridge Road	E. Hampstead	NH	03826	<a href="mailto:seandstonge@gmail.com">seandstonge@gmail.com</a>
Epping	NH	Envirovantage	(800) 640-5323	629 Calef Highway	Epping	NH	03042	<a href="mailto:alexs@envirovantage.com">alexs@envirovantage.com</a> / <a href="http://www.envirovantage.com">www.envirovantage.com</a>
Epsom	NH	82 Environmental LLC	(603) 724-3506	91 New Rye Road	Epsom	NH	03234	<a href="mailto:82construction@gmail.com">82construction@gmail.com</a>

**New Hampshire Department of Health and Human Services  
 Division of Public Health Services  
 Bureau of Public Health Prevention  
 Healthy Homes and Lead Poisoning Prevention Program  
 New Hampshire Licensed Lead Abatement Performance Contractors**

Location		Company Name	Phone	Address				Email / Website
Bedford	NH	New England Restorations LLC	(603) 731-7222	238 Country Road	Bedford	NH	03110	<a href="mailto:doug.newenglandrestorationsllc@gmail.com">doug.newenglandrestorationsllc@gmail.com</a>
Francestown	NH	Infinite Movements	(603) 714-1881	1210 Bible Hill Road	Francestown	NH	03043	<a href="mailto:infinitemovements@gmail.com">infinitemovements@gmail.com</a>
Franklin	NH	Twin River Lead Abatement	(603) 455-6906	26 Highland Avenue	Franklin	NH	03235	<a href="mailto:twinrivertooldie@gmail.com">twinrivertooldie@gmail.com</a>
Franklin	NH	S&A Austin Properties	(603) 396-7565	181 South Main Street	Franklin	NH	03235	<a href="mailto:austin_investments@yahoo.com">austin_investments@yahoo.com</a>
Hillsborough	NH	EWDL Home Improvements LLC	(603) 831-3897	83 Bridge Street	Hillsborough	NH	03244	<a href="mailto:redavidL@aol.com">redavidL@aol.com</a> / <a href="http://www.EWDLHomeImprovements.com">www.EWDLHomeImprovements.com</a>
Hillsborough	NH	Birchdale Construction Services Inc.	(603) 361-2927	328 Concord End Road	Hillsborough	NH	03244	<a href="mailto:cdenis29@msn.com">cdenis29@msn.com</a>
Keene	NH	Serenity Painting & Renovations LLC	(603) 803-1234	63 Emerald Street	Keene	NH	03431	<a href="mailto:serenitypaint69@gmail.com">serenitypaint69@gmail.com</a> / <a href="http://www.SerenityPaintingandRenovations.com">www.SerenityPaintingandRenovations.com</a>
Lee	NH	L&R Lead Abatement LLC	(603) 969-8450	51 Campground Road	Lee	NH	03861	<a href="mailto:crogersflynn@comcast.net">crogersflynn@comcast.net</a>
Littleton	NH	White Mountain Lead Abatement Contractors LLC	(508) 326-2913	669 Union Street	Littleton	NH	03561	<a href="mailto:kanderson@whitemountainsrecovery.com">kanderson@whitemountainsrecovery.com</a>
Manchester	NH	L&G Abatement LLC	(603) 867-4349	70 George Street	Manchester	NH	03102	<a href="mailto:dcgreshka18@yahoo.com">dcgreshka18@yahoo.com</a>

**New Hampshire Department of Health and Human Services  
 Division of Public Health Services  
 Bureau of Public Health Prevention  
 Healthy Homes and Lead Poisoning Prevention Program  
 New Hampshire Licensed Lead Abatement Performance Contractors**

<u>Location</u>		<u>Company Name</u>	<u>Phone</u>	<u>Add ress</u>			<u>Email / Website</u>	
Manchester	NH	Serenity Painting & Renovations LLC	(603) 803-1234	462 Lake Ave	Manchester	NH	03103	<a href="mailto:serenitypaint69@gmail.com">serenitypaint69@gmail.com</a> / <a href="http://www.SerenityPaintingandRenovations.com">www.SerenityPaintingandRenovations.com</a>
Manchester	NH	QC Property Services	(603) 320-3167	70 Lowell Street	Manchester	NH	03101	<a href="mailto:mike@qcpropertieservices.com">mike@qcpropertieservices.com</a>
Manchester	NH	WGM Apartments	(603) 325-0036	350 Hanover Street	Manchester	NH	03104	<a href="mailto:wgm1515@aol.com">wgm1515@aol.com</a>
Manchester	NH	JNL Construction LLC	(603) 820-6297	291 Grove Street	Manchester	NH	03103	<a href="mailto:leadwork29@yahoo.com">leadwork29@yahoo.com</a>
Nashua	NH	Lamerand Enterprises	(603) 882-9699	P.O. Box 3850	Nashua	NH	03060	<a href="mailto:lamerand@comcast.net">lamerand@comcast.net</a>
Nashua	NH	Alpha Abatement LLC	(603) 305-8451	11 Tanglewood Drive	Nashua	NH	03062	<a href="mailto:austind171@gmail.com">austind171@gmail.com</a>
Nashua	NH	AERS Services Inc.	(603) 860-5132	210 Pine Street	Nashua	NH	03060	<a href="mailto:AERSInc@charter.net">AERSInc@charter.net</a>
Nashua	NH	Granite State Abatement LLC	(603) 305-9823	4 Federal Hill Road	Nashua	NH	03062	<a href="mailto:rrlh3564@gmail.com">rrlh3564@gmail.com</a>
Northwood	NH	RPF Environmental Inc.	(603) 942-5432	320 1st NH Turnpike	Northwood	NH	03261	<a href="mailto:allan@airpf.com">allan@airpf.com</a> / <a href="http://www.airpf.com">www.airpf.com</a>
Ossipee	NH	Jims On Call Painting LLC	(603) 486-4220	P.O. Box 461	Ossipee	NH	03864	<a href="mailto:jimsoncallpainting62@gmail.com">jimsoncallpainting62@gmail.com</a>



**New Hampshire Department of Health and Human Services  
 Division of Public Health Services  
 Bureau of Public Health Prevention  
 Healthy Homes and Lead Poisoning Prevention Program  
 New Hampshire Licensed Lead Abatement Performance Contractors**

<u>Location</u>		<u>Company Name</u>	<u>Phone</u>	<u>Address</u>				<u>Email / Website</u>
Portsmouth	NH	Insurcomm Inc.	(603) 430-7701	290 Heritage Avenue	Portsmouth	NH	03801	<a href="mailto:info@insurcomm.com">info@insurcomm.com</a>
Rochester	NH	Safe Home Lead Removal & Consulting LLC	(603) 918-4247	39 Charles Street	Rochester	NH	03867	<a href="mailto:gbrescia2014@gmail.com">gbrescia2014@gmail.com</a>
Salem	NH	JWP & Sons Contracting LLC	(603) 396-8723	102 Shore Drive	Salem	NH	03079	<a href="mailto:info@jwpandsonscontracting.com">info@jwpandsonscontracting.com</a>
Troy	NH	Desio Construction	(603) 714-8872	22 Mill Street	Troy	NH	03465	<a href="mailto:austindesio8@gmail.com">austindesio8@gmail.com</a>
Warner	NH	LED Contractors	(603) 995-1405	35 Hartshorn Lane	Warner	NH	03278	<a href="mailto:eltobin@tds.net">eltobin@tds.net</a>
Whitefield	NH	Randall James Bennett Builder	(603) 991-5881	27 Prospect Street	Whitefield	NH	03598	<a href="mailto:4randynbennett@gmail.com">4randynbennett@gmail.com</a>
Windham	NH	Environmental Restorations Inc.	(603) 329-6101	16 Hazel Drive	Windham	NH	03087	<a href="mailto:smclaughlin80@gmail.com">smclaughlin80@gmail.com</a> / <a href="http://www.environmentalrestorations.com">www.environmentalrestorations.com</a>
Woodsville	NH	Beebe Valley Family Limited Partnership	(603) 243-0505	P.O. Box 147	Woodsville	NH	03785	<a href="mailto:welshrealty@gmail.com">welshrealty@gmail.com</a>
Chelmsford	MA	Alpine Environmental	(978) 250-2740	275 Billerica Road	Chelmsford	MA	01824	<a href="mailto:alpine@alpineenvironmental.com">alpine@alpineenvironmental.com</a> / <a href="http://www.alpine-environmental.com">www.alpine-environmental.com</a>
Lawrence	MA	Merrimack Valley General Contractor	(978) 397-4041	49 Blanchard Street	Lawrence	MA	01843	<a href="mailto:merrimackgc@gmail.com">merrimackgc@gmail.com</a>

**New Hampshire Department of Health and  
Human Services Division of Public Health  
Services  
Bureau of Public Health Prevention**

<u>Location</u>		<u>Company Name</u>	<u>Phone</u>	<u>Address</u>			<u>Email / Website</u>	
Lawrence	MA	SMS Enterprises Inc.	(978) 580-0954	60 Brook Street	Lawrence	MA	01841	<a href="mailto:jjimenez@smsenterprises.com">jjimenez@smsenterprises.com</a>
Methuen	MA	Affordable Construction 1 LLC	(347) 606-0337	14 Brown Street	Methuen	MA	01844	<a href="mailto:virgonito@hotmail.com">virgonito@hotmail.com</a>
Methuen	MA	The Aulson Company Inc.	(978) 975-4500	49 Danton Drive	Methuen	MA	01844	<a href="mailto:maulson@aulson.com">maulson@aulson.com</a>
Springfield	MA	Dads Abatement LLC	(413) 796-9700	392 Walnut Street	Springfield	MA	01105	<a href="mailto:dads_abatement@yahoo.com">dads_abatement@yahoo.com</a>
Tewksbury	MA	Ideal Deleading & Painting Inc.	(978) 658-2211	96 Lake Street	Tewksbury	MA	01876	<a href="mailto:idealpropertycorp@verizon.net">idealpropertycorp@verizon.net</a>

**\*\*Note: The majority of the Lead Abatement Contracting Business listed will do work throughout the entire State of New Hampshire\*\***

**Questions / Contact Information**

NH DHHS, Division of Public Health Services, Healthy Homes and Lead Poisoning Prevention Program  
29 Hazen Drive, Concord, NH 03301

**Mary Cate, Licensing Office Manager** Phone: (603) 271-0158, Email: [Mary.Cate@dhhs.nh.gov](mailto:Mary.Cate@dhhs.nh.gov) Phone:

**Michael Doherty, Licensing Dept. Manager** (603) 271-7011, Email: [Michael.G.Doherty@dhhs.nh.gov](mailto:Michael.G.Doherty@dhhs.nh.gov)



# TOWN OF HUDSON MODERATOR



*Agenda*  
2-13-24

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-898-6048

**RECEIVED**

10F

February 8, 2024

To: Hudson Selectboard

Ladies and Gentlemen,

FEB 08 2024  
TOWN OF HUDSON  
SELECTMENS OFFICE

Attached are the statistics for the January 23<sup>rd</sup> Presidential Primary. There were 7357 ballots cast, a 44.1% voter turnout. There were 5789 Republican ballots and 1568 Democratic ballots. The check-in process with the Poll Pads went smoothly once the voters entered the building. Our Ballot Clerks processed an average of 565 voters per hour overall with 296 at the Community Center and 257 at Alvirne.

The Supervisors of the Checklist staff, with 3 Poll Pads at each location, registered 392 new voters as well as name and address changes. We did have lines into the buildings a number of times during the day but once inside, voter check-in went quickly. Chief Dionne and his Officers did a great job of managing the Community Center traffic flows with help of DPW staff. There were no parking issues at Alvirne.

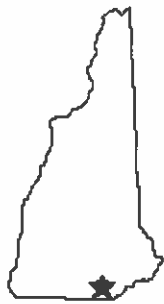
I must commend the hard working staff for their efforts. We could not have an efficient election without them.

I want to thank Wayne Medeiros, the Community Center staff, and the Alvirne custodial staff for their assistance, and the GFWC Hudson Women's Club for providing dinner for the workers at the Community Center, tabulating the write-ins, and counting the ballots pre-election.

The staff of the DPW efficiently set up and took down both polling places, especially at Alvirne where they came back at the end of the night so the cafeteria could be reset for the next school day.

Over all, the Primary went smoothly with few problems.  
Please let me know if you have any questions,

Paul Inderbitzen  
Moderator



# TOWN OF HUDSON MODERATOR



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

## TOWN OF HUDSON VOTER PARTICIPATION AT STATE ELECTIONS

Election	Date	Ballots Cast		Absentee		Voting Day Registrations		Total Checklist	%
State/Presidential Election	Nov. 2024								
State Primary	Sept. 2024	R D							
Presidential Primary	Jan. 2024	R 5789 D 1568	7357	373		392		16,679	44.1%
State General Election	Nov. 2022		10,396	845		610		16,482	62.9
State Primary	Sept. 2022	R 2505 D 1047	3552	R 93 D 83	176	R 71 D 32	103	15,838	22.4
State/Presidential Election	Nov. 2020		14,719	5198		1142		20,911	70.4
State Primary	Sept. 2020	R - 2618 D - 1810	4428	R-385 D-894	1279	98		19,236	23.0
Presidential Primary	Feb. 2020	R - 2979 D - 4260	7239	299		464		19,052	40.0
State General Election	Nov. 2018		9453	510		601		18,820	50.2
State Primary	Sept. 2018	R - 1531 D - 1286 L - 31	2848	101		90		18,145	15.7
State/Presidential Election	Nov. 2016		13,535	1076		1221		18,558	72.9
State Primary	Sept. 2016	R- 1801 D- 780	2581	82		32		16,920	15.3
Presidential Primary	Feb. 2016	R - 5300 D - 3560	8860	335		725		16,946	52.3
State General Election	Nov. 2014		8344	322		304		16,129	51.7
State Primary	Sept. 2014	R - 2005 D - 517	2522	78		81		15,813	15.9

State/Presidential Election	Nov. 2012		12,412	794	1370	15,974	77.7
State Primary	Sept. 2012	R - 1585 D - 871	2456	53	42	14,159	17.3
President Primary	Jan. 2012	R - 4304 D - 768	5027	136	352	14,013	35.9
State General Election	Nov. 2010		7246	267	251	16,599	43.7
State Primary	Sept. 2010	R - 2052 D - 662	2714	57	70	16,327	16.6
State/Presidential Election	Nov. 2008		12,417	802	1246	16,405	75.7
State Primary	Sept. 2008	R - 1005 D - 549	1554	26	31	14,585	10.7
Presidential Primary	Jan. 2008	R - 4177 D - 4399	8576	227	1012	14,979	57.3

Agenda  
2-13-24



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



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

10G

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: February 2, 2024

Re: Application for Payment from Capital Reserve Fund

Attached please find an Application for Payment from Capital Reserve Fund. The application is for reimbursement for Tasers at the Police Department. The reimbursement request is in the amount of \$35,293.30 and is coming from the Police Safety Equipment Capital Reserve Fund that was established for this purpose.

The Trustees of Trust Funds have requested that the Board approve all disbursements from capital reserve funds. The Board of Selectmen are the agents to expend for this capital reserve fund and there are sufficient funds in the capital reserve fund to make this disbursement. Should the Board of Selectmen vote to approve this disbursement, the following motion is appropriate:

***Motion: To approve the disbursement from the Police Safety Equipment Capital Reserve Fund in the amount of \$35,293.30 as requested by the Police Chief and Finance Director.***

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



RECEIVED



FEB 02 2024

# TOWN OF HUDSON

## Trustees of Trust Funds

TOWN OF HUDSON  
SELECTMENS OFFICE

12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6014 • Fax: 603-598-6481

### APPLICATION FOR PAYMENT FROM CAPITAL RESERVE OR TRUST

(All requests for payment must be submitted using this form.)

Submitted by: Hudson Police Department Via Selectman  
(Selectman, School District Unit 81, Cemetery Trustees, Sewer Utility Committee, Other)

Date request submitted: 1/24/24 Date payment required: When available

Printed name of person submitting request: Tad Dionne

Title of person submitting request: Chief of Police

Deliver payment to: Finance

Signature of person submitting request: 

Signature of Finance Director: L. Labrie

Submitted pursuant to:

Action as agent to expend.

Warrant article approved at town/school district annual or special meeting.

This request is for only a portion of the amount authorized by the article

This request is for the total amount authorized by the article in question or represents the final payment in a series.

Trustees of Trust Funds, as agents to expend.

Amount of distribution requested: \$35,293.30  
(Attach copy of invoice/documentation for services and/or perpetual care maintenance and lots covered by Trust Fund.)

Name of fund from which payment is requested: Police Safety Equipment Capital Reserve Fund

Date and warrant article number which authorizes this request: 3/9/21 Article #18  
Or

Date and minutes of meeting by boards and trustees authorizing withdrawal: \_\_\_\_\_  
(Enter the date of the meeting and attach a copy of approved minutes documenting authorization.)

NOTE: All payments will be made by check unless special arrangements have been made in advance with the Trustees of Trust Funds. Allow 5 to 12 business days for delivery of payment.



# PURCHASE ORDER

(Pending Posting Process)

PO No: **POL24294**

Date: 1/24/2024  
Dept. Of: Public Safety, Police  
Job No:  
Ship Via: Standard Shipping  
Terms: Standard Terms  
Comment:

TO: Axon Enterprise Inc  
17800 North 85th Street  
Scottsdale, AZ 85255-9306

Contact:  
Vendor ID: A00245 (480) 991-0797  
1099 Eligible: No

BILL TO: Town of Hudson, NH  
1 Constitution Drive  
Hudson, NH 03051-4249

SHIP TO: Town of Hudson, NH  
1 Constitution Drive  
Hudson, NH 03051-4249

Attention:

Requested By: skimball

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
#INUS187267	Taser 7 Certification Bundle Debit Account No: 01-4210-5630-403-000 Year 3 of a 5 Year Agreement	1.0000	35,242.3000	35,242.30
				Desc: Police Patrol, Small Equipment
#INUS187076	Holster Swap for Taser 7 Certification Bundle Debit Account No: 01-4210-5630-403-000	1.0000	51.0000	51.00
				Desc: Police Patrol, Small Equipment
			Total	35,293.30

*Reimburse from Safety  
Equipment CRF*

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

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

\_\_\_\_\_  
Finance Director

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

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

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

\_\_\_\_\_  
Chairman, Board of Selectmen





Axon Enterprise Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph. 1-480-991-0797, option 5, option 1  
[arinquies@axon.com](mailto:arinquies@axon.com)  
[www.axon.com](http://www.axon.com)  
 TIN: 86-0741227  
 DUNS Number: 832176382  
 UEI Number: TBW7MGPYURM7

# Invoice

Invoice ID INUS187267  
 Date 15-Sep-23  
 Page 2 of 2  
 Sales Order SUS0041733,  
 Requisition  
 Your Ref Q327838  
 Our Ref  
 Payment Net 30 days  
 Invoice Account 115458  
 Terms of Delivery FCA

**BILL TO**  
 Hudson Police Dept - NH  
 1 Constitution Dr  
 Hudson, NH 03051-3986  
 USA

**SHIP TO**  
 Hudson Police Dept. - NH  
 1 Constitution Dr  
 Hudson, NH 03051-3986  
 USA

**\*Tax Note**

**Ship-to-address Legend\***

1 Hudson Police Dept. - NH  
 1 Constitution Dr  
 Hudson, NH 03051-3986  
 USA

**PAYMENT REMITTANCE INFORMATION**

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS187267	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS187267	Reference No INUS187267	Tempe, AZ 85283
					Reference No INUS187267

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



Axon Enterprise Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: 1-480-991-0797, option 5, option 1  
[arinquies@axon.com](mailto:arinquies@axon.com)  
[www.axon.com](http://www.axon.com)  
 TIN: 86-0741227  
 DUNS Number: 832176382  
 UEI Number: TBW7MGPYURM7

# Invoice

Invoice ID INUS187076  
 Date 15-Sep-23  
 Page 1 of 2  
 Sales Order **POL24294**  
 Requisition  
 Your Ref Q452280  
 Our Ref  
 Payment Net 30 days  
 Invoice Account 115458  
 Terms of Delivery FCA

**BILL TO**

Hudson Police Dept. - NH  
 1 Constitution Dr  
 Hudson, NH 03051-3986  
 USA

**SHIP TO**

Hudson Police Dept. - NH  
 1 Constitution Dr  
 Hudson, NH 03051-3986  
 USA

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
1	1	100554	AMENDMENT CREDIT - GOODS AXON Tax Date 15-Sep-23	1.00	0.02	0.00
2	1	20060	TASER 7 HOLSTER - S.O. TECH, AMBI-DEXTROUS Tax Date 30-Jan-23	4.00	63.75	51.00

Sales Amount	51.00
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	51.00
Amount Received	0.00
<b>BALANCE DUE</b>	<b>USD 51.00</b>

Payment Due 15-Oct-23

**PAYMENT REMITTANCE INFORMATION**

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS187076	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS187076	Reference No INUS187076	Tempe, AZ 85283
					Reference No INUS187076

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

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Axon Enterprise Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: 1-480-991-0797, option 5, option 1  
[arinquiries@axon.com](mailto:arinquiries@axon.com)  
[www.axon.com](http://www.axon.com)  
 TIN: 86-0741227  
 DUNS Number: 832176382  
 UEI Number: TBW7MGPYURM7

# Invoice

Invoice ID INUS187076  
 Date 15-Sep-23  
 Page 2 of 2  
 Sales Order  
 Requisition  
 Your Ref Q452280  
 Our Ref  
 Payment Net 30 days  
 Invoice Account 115458  
 Terms of Delivery FCA

**BILL TO**  
 Hudson Police Dept. - NH  
 1 Constitution Dr  
 Hudson, NH 03051-3986  
 USA

**SHIP TO**  
 Hudson Police Dept. - NH  
 1 Constitution Dr  
 Hudson, NH 03051-3986  
 USA

**\*Tax Note**

**Ship-to-address Legend\***

1 Hudson Police Dept. - NH  
 1 Constitution Dr  
 Hudson, NH 03051-3986  
 USA

**PAYMENT REMITTANCE INFORMATION**

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS187076	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS187076	Reference No INUS187076	Tempe, AZ 85283
					Reference No INUS187076

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

# Town of Hudson

## Revenues and Expenditures

Through January 31, 2024

Steve

Town of Hudson, NH  
 Appropriations and Revenue Summary  
 Month Ending: As of January 31, 2024

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjutmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
01	General Fund									
4199	5020	Trustees of Trust Funds	2,994		0	2,994	1,611	0	1,383	54%
4195	5025	Cemetery Trustees	1,250		0	1,250	33	0	1,217	3%
4140	5030	Town Clerk/Tax Collector	424,803		0	424,803	265,731	1,370	157,703	63%
4140	5041	Moderator	42,616		0	42,616	15,023	0	27,593	35%
4140	5042	Supervisors of The Checklist	6,286		0	6,286	1,638	0	4,648	26%
4199	5050	Town Treasurer	8,074		0	8,074	4,710	0	3,364	58%
4199	5055	Sustainability Committee	1,300		0	1,300	558	0	742	43%
4520	5063	Benson Park Committee	1,100		0	1,100	193	0	907	18%
4199	5070	Municipal Budget Committee	800		0	800	70	0	730	9%
4140	5077	IT - Town Officers	4,170		0	4,170	835	436	2,899	30%
4199	5080	Ethics Committee	100		0	100	0	0	100	0%
		<b>Town Officers</b>	<b>493,493</b>	<b>0</b>	<b>0</b>	<b>493,493</b>	<b>290,401</b>	<b>1,806</b>	<b>201,286</b>	<b>59%</b>
4130	5110	Board of Selectmen/Administrat	408,448	1,685	(775)	409,358	243,463	4,401	161,494	61%
4194	5115	Oakwood	2,275		50	2,325	2,315	0	10	100%
4194	5120	Town Hall Operations	107,321		8,680	116,001	67,556	68,841	(20,396)	118%
4442	5151	Town Poor	65,000		(7,815)	57,185	12,501	0	44,684	22%
4130	5177	IT - Town Administration	800		0	800	240	0	560	30%
		<b>Administration</b>	<b>583,844</b>	<b>1,685</b>	<b>140</b>	<b>585,669</b>	<b>326,075</b>	<b>73,241</b>	<b>186,352</b>	<b>68%</b>
4153	5200	Legal	120,000		0	120,000	102,023	9,518	8,459	93%
4150	5310	Finance Administration	190,919		0	190,919	137,959	11,610	41,350	78%
4150	5320	Accounting	339,563		4,472	344,035	194,944	89	149,002	57%
4150	5377	IT - Finance	2,759		0	2,759	2,153	30	576	79%
		<b>Finance</b>	<b>533,241</b>	<b>0</b>	<b>4,472</b>	<b>537,713</b>	<b>335,056</b>	<b>11,728</b>	<b>190,928</b>	<b>64%</b>
4150	5330	Information Technology	774,036		13,463	787,499	483,914	1,716	301,869	62%
		<b>Information Technology</b>	<b>774,036</b>	<b>0</b>	<b>13,463</b>	<b>787,499</b>	<b>483,914</b>	<b>1,716</b>	<b>301,869</b>	<b>62%</b>
4152	5410	Assessing Department	466,104	33,695	(6,338)	493,461	259,719	39,349	194,393	61%
4152	5477	IT- Assessing	1,200	0	10,112	11,312	860	10,112	340	97%
		<b>Assessing</b>	<b>467,304</b>	<b>33,695</b>	<b>3,774</b>	<b>504,773</b>	<b>260,579</b>	<b>49,461</b>	<b>194,733</b>	<b>61%</b>
4312	5515	Public Works Facility	61,252		1	61,253	30,866	1,256	29,131	52%
4312	5551	Public Works Administration	313,255		2,609	315,864	184,506	589	130,769	59%
4312	5552	Streets	3,640,579		203,459	3,844,038	2,362,115	847,868	634,056	84%
4312	5553	Equipment Maintenance	503,608		7,329	510,937	299,576	2,187	209,175	59%
4312	5554	Drainage	670,079		30,936	701,015	412,810	5,320	282,885	60%
4522	5556	Parks Division	243,845		3,364	247,209	123,162	8,984	115,063	53%
4312	5577	IT - Public Works	4,290		0	4,290	3,976	0	314	93%
		<b>Public Works</b>	<b>5,436,908</b>	<b>0</b>	<b>247,697</b>	<b>5,684,605</b>	<b>3,417,009</b>	<b>866,204</b>	<b>1,401,392</b>	<b>75%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: As of January 31, 2024**

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4191	5277	IT - LUD	6,330		0	6,330	2,457	0	3,873	39%
4191	5571	LUD - Planning	385,118		6,971	392,089	220,199	12,000	159,890	59%
4191	5572	LUD - Planning Board	8,350		0	8,350	1,890	0	6,460	23%
4191	5581	LUD - Zoning	227,834		5,290	233,124	138,927	1,426	92,771	60%
4191	5583	LUD - Zoning Board of Adj	16,500		0	16,500	9,640	4,186	2,675	84%
4311	5585	LUD - Engineering	433,718		13,794	447,512	248,169	14,495	184,847	59%
		<b>Land Use</b>	<b>1,077,850</b>	<b>0</b>	<b>26,054</b>	<b>1,103,904</b>	<b>621,282</b>	<b>32,106</b>	<b>450,517</b>	<b>59%</b>
4210	5610	Police Administration	385,840		15,364	401,204	221,012	10,238	169,954	58%
4210	5615	Police Facility Operations	296,892	10,000	2,203	309,095	165,607	30,727	112,760	64%
4210	5620	Police Communications	865,535		0	865,535	500,625	643	364,268	58%
4210	5630	Police Patrol	7,428,749	9,432	242,535	7,680,717	4,229,344	143,644	3,307,729	57%
4210	5640	Investigations	15,226	7,586	0	22,812	13,886	1,615	7,311	68%
4414	5650	Animal Control	136,928	0	7,467	144,395	83,104	402	60,889	58%
4210	5660	Information Services	192,535		0	192,535	103,921	14	88,600	54%
4210	5671	Support Services	95,023	3,095	4,778	102,896	59,110	13,422	30,364	70%
4210	5672	Crossing Guards	70,703		0	70,703	23,867	150	46,686	34%
4210	5673	Prosecutor	396,939		18,985	415,924	214,368	(562)	202,118	51%
4210	5674	Debt Service	518,532		0	518,532	518,532	0	0	100%
4210	5677	IT - Police	94,871		182	95,053	70,465	3,064	21,524	77%
		<b>Police</b>	<b>10,497,773</b>	<b>30,113</b>	<b>291,513</b>	<b>10,819,400</b>	<b>6,203,842</b>	<b>203,356</b>	<b>4,412,202</b>	<b>59%</b>
4220	5710	Fire Administration	809,652		19,124	828,776	447,012	14,624	367,140	56%
4220	5715	Fire Facilities	149,418	875	792	151,085	88,897	9,318	52,871	65%
4220	5720	Fire Communications	422,701	6,877	(20)	429,558	280,178	178,208	(28,828)	107%
4220	5730	Fire Suppression	6,322,020	16,823	33,353	6,372,196	3,838,140	48,010	2,486,047	61%
4220	5740	Fire Inspectional Services	509,024		11,494	520,518	288,406	921	231,191	56%
4220	5765	Fire Alarm	3,000		0	3,000	1,040	508	1,452	52%
4220	5770	Emergency Management	86,868		0	86,868	158,369	31,900	(103,401)	219%
4220	5777	IT - Fire	45,528	2,970	0	48,498	41,822	6,794	(118)	100%
		<b>Fire</b>	<b>8,348,211</b>	<b>27,545</b>	<b>64,743</b>	<b>8,440,499</b>	<b>5,143,864</b>	<b>290,282</b>	<b>3,006,353</b>	<b>64%</b>
4520	5810	Recreation Administration	158,669	0	0	158,669	88,872	23	69,774	56%
4520	5814	Recreation Facilities	68,874	0	496	69,370	40,443	64	28,863	58%
4520	5821	Supervised Play	122,463	0	0	122,463	110,331	50	12,082	90%
4520	5824	Ballfields	11,842	0	0	11,842	3,915	0	7,927	33%
4520	5825	Tennis	1,500	0	0	1,500	0	0	1,500	0%
4520	5826	Lacrosse	8,506	0	0	8,506	430	0	8,076	5%
4520	5831	Basketball	51,384	0	0	51,384	23,620	1,122	26,642	48%
4520	5834	Soccer	13,314	0	0	13,314	11,596	0	1,718	87%
4520	5835	Senior Activities Operations	63,995	0	0	63,995	28,633	1,738	33,624	47%
4520	5836	Teen Dances	1,200	0	0	1,200	0	0	1,200	0%
4520	5839	Community Activities	9,190	0	0	9,190	3,120	35	6,035	34%
4520	5877	IT - Recreation	6,865	0	0	6,865	1,995	5,125	(255)	104%
		<b>Recreation</b>	<b>517,802</b>	<b>0</b>	<b>496</b>	<b>518,298</b>	<b>312,954</b>	<b>8,156</b>	<b>197,187</b>	<b>62%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: As of January 31, 2024**

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4196	5910	Insurance	590,938	0	0	590,938	606,177	0	(15,239)	103%
4199	5920	Community Grants	104,884	0	0	104,884	100,990	0	3,894	96%
4583	5930	Patriotic Purposes	5,600	0	0	5,600	4,100	0	1,500	73%
4199	5940	Other Expenses	149,169	0	0	149,169	14,009	0	135,160	9%
4220	5960	Hydrant Rental	276,971	0	0	276,971	138,485	0	138,486	50%
4321	5970	Solid Waste Contract	2,240,383	0	0	2,240,383	1,251,100	993,832	(4,549)	100%
		Non-Departmental	3,367,945	0	0	3,367,945	2,114,862	993,832	259,251	92%
<b>General Fund Appropriation Subtotal</b>			<b>32,218,407</b>	<b>93,038</b>	<b>652,352</b>	<b>32,963,797</b>	<b>19,611,862</b>	<b>2,541,406</b>	<b>10,810,530</b>	<b>67.2%</b>
<b>Warrant Articles</b>										
4194	6013	Generator Replace/Repair	30,000		0	30,000	30,000	0	0	100%
4901	6015	Widening Lowell Rd from Wason	0	1,285,754	0	1,285,754	737,156	2,022,075	(1,473,477)	215%
4901	6032	Development of Benson Property	10,000		0	10,000	10,000	0	0	100%
4152	6040	Future Prop. Revaluation CRF	25,000		0	25,000	25,000	0	0	100%
4210	6056	Hire New Police Officer	126,147	0	(126,147)	0	0	0	0	0%
4220	6057	Fire Apparar Refub & Repr CRF	25,000		0	25,000	25,000	0	0	100%
4130	6060	Police, Fire, Town Super Contract	190,118	0	(190,118)	0	0	0	0	0%
4130	6062	Public Works Union Contract	81,628		(81,628)	0	0	0	0	0%
4210	6073	Estab. Police Safety Equipment CF	100,000		0	100,000	100,000	0	0	100%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000		0	15,000	15,000	0	0	100%
4721	6102	Bond - Interest	0		0	0	0	0	0	0%
4903	6210	Police Facility Expan and Reno	0	4,036,562	0	4,036,562	3,201,196	835,366	0	100%
4915	6201	Commun Equip & Infrast CRF	0		0	0	0	0	0	0%
4909	6211	Bridge Repair State	0	4,823	86,364	91,187	(61,509)	164,846	(12,149)	113%
4909	6212	Taylor Falls & Veteran Bridge Reh	0	2,206	454,888	457,094	20,006	0	437,088	4%
4199	6318	Energy Efficiency CRF	0		0	0	0	0	0	0%
0000	6434	Operating Transfer to Library	0		0	0	807,570	0	(807,570)	0%
0000	6436	Operating Transfer to Cons Co.	0	0	0	0	52,753	0	(52,753)	0%
<b>General Fund Warrant Articles</b>			<b>602,893</b>	<b>5,329,345</b>	<b>143,360</b>	<b>6,075,598</b>	<b>4,962,172</b>	<b>3,022,286</b>	<b>(1,908,860)</b>	<b>131%</b>
<b>General Fund Total Budget</b>			<b>32,821,300</b>	<b>5,422,383</b>	<b>795,712</b>	<b>39,039,395</b>	<b>24,574,034</b>	<b>5,563,692</b>	<b>8,901,669</b>	<b>77%</b>
<b>02</b>	<b>Sewer Fund</b>									
4326	5561	Sewer Billing & Collection	176,531		0	176,531	123,358	1,999	51,174	71%
4326	5562	Sewer Operation & Maintenance	1,298,472	220,754	560	1,519,786	751,189	557,429	211,168	86%
4326	5564	Sewer Capital Projects	700,000		0	700,000	18,406	446,137	235,458	66%
4326	6095	Vaccon Truck Cap Rsrv Fund	15,000		0	15,000	15,000	0	0	100%
		<b>Sewer Fund</b>	<b>2,190,003</b>	<b>220,754</b>	<b>560</b>	<b>2,411,317</b>	<b>907,952</b>	<b>1,005,565</b>	<b>497,800</b>	<b>79%</b>
<b>03</b>	<b>Water Fund</b>									
4332	5591	Water - Administration	317,184		0	317,184	214,158	12,766	90,260	72%
4332	5592	Water - Ops & Maintenance	1,762,303	382,032	3,649	2,147,984	1,116,676	732,293	299,016	86%
4335	5593	Water - Supply	1,306,108	50,139	1,030	1,357,277	652,277	302,310	402,691	70%
4332	5594	Water - Debt Service	1,140,406		0	1,140,406	1,140,406	0	1	100%
		<b>Water Fund</b>	<b>4,526,001</b>	<b>432,171</b>	<b>4,679</b>	<b>4,962,851</b>	<b>3,123,516</b>	<b>1,047,368</b>	<b>791,967</b>	<b>84%</b>

**Town of Hudson, NH**  
**Appropriations and Revenue Summary**  
**Month Ending: As of January 31, 2024**

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
04	5060	Library	1,256,499	11,099		1,267,853	683,654	12,552	967,865	55%
06	5586	Conservation Commission	52,753	28,000	255	80,753	330,926	28,000	(273,499)	444%
			1,309,252	39,099	255	1,348,606	1,014,579	40,552	694,366	78%
<b>Total General, Sewer, Water Funds</b>			<b>40,846,556</b>	<b>6,114,407</b>	<b>801,207</b>	<b>47,762,170</b>	<b>29,620,081</b>	<b>7,657,178</b>	<b>10,885,802</b>	<b>78%</b>
			<b>Budgeted Revenue</b>		<b>Supplemental Budget</b>	<b>Adjusted Revenue</b>	<b>Revenues</b>	<b>Use of Fund Balance</b>	<b>Balance</b>	
		<b>General Fund Revenue</b>	<b>32,171,032</b>		<b>801,799</b>	<b>32,972,831</b>	<b>9,756,862</b>	<b>0</b>	<b>23,215,970</b>	<b>30%</b>
		<b>Sewer Fund Revenue</b>	<b>2,182,004</b>		<b>560</b>	<b>2,182,564</b>	<b>916,368</b>	<b>0</b>	<b>1,266,195</b>	<b>42%</b>
		<b>Water Fund Revenue</b>	<b>4,536,001</b>		<b>4,679</b>	<b>4,540,680</b>	<b>2,163,775</b>	<b>0</b>	<b>2,376,906</b>	<b>48%</b>
<b>Total General, Sewer, Water Funds Revenue</b>			<b>38,889,037</b>	<b>0</b>	<b>807,038</b>	<b>39,696,075</b>	<b>12,837,005</b>	<b>0</b>	<b>26,859,070</b>	<b>32%</b>
<b>Other Funds</b>										
State #	Dept #	Department	FY 2024	Encumbered	PY Adjustmts	Appropriation	Expended To Date	Encumbered	Available	Expended
14	5630	Police Forfeiture Fund	0	4,736	0	4,736	17,346	33,320	(45,930)	118%
35	5845	Senior Activities Revolving Fund	0		0	0	69,220	12,984	(82,204)	0%
45	5045	Community TV Revolving Fund	0		223	223	226,835	386	(226,998)	100%
50	5750	EMS Revolving Fund	378,850		0	378,850	316,015	66,295	(3,459)	101%
		<b>Other Funds</b>	<b>378,850</b>	<b>4,736</b>	<b>223</b>	<b>383,809</b>	<b>629,416</b>	<b>112,985</b>	<b>(358,592)</b>	<b>193%</b>
			<b>Budgeted Revenue</b>		<b>Supplemental Budget</b>	<b>Adjusted Revenue</b>	<b>Revenues</b>	<b>Use of Fund Balance</b>	<b>Balance</b>	
		<b>Sr. Revolving Fund</b>	<b>0</b>			<b>0</b>	<b>52,716</b>		<b>(52,716)</b>	<b>0%</b>
		<b>Community TV Revolving Fund</b>	<b>0</b>		<b>223</b>	<b>223</b>	<b>186,141</b>		<b>(185,919)</b>	<b>0%</b>
		<b>EMS Revolving Fund</b>	<b>0</b>			<b>0</b>	<b>241,341</b>		<b>(241,341)</b>	<b>0%</b>
<b>Total Expenditures All Funds</b>			<b>41,225,406</b>	<b>6,119,143</b>	<b>801,429</b>	<b>48,145,979</b>	<b>30,249,497</b>	<b>7,770,162</b>	<b>10,527,210</b>	<b>79%</b>



Steve

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Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Page: 1  
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All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>General Fund</b>						
01-0000-4913-000-000	Transfer from Land Use Change Fund	0.00	0.00	0.00	0.00	0.000
01-0000-4914-000-000	Library Revenue	1,677.00	0.00	0.00	1,677.00	0.000
01-3110-4100-000-000	General Property Taxes	21,843,262.00	0.00	10,244.75	21,833,017.25	0.047
01-3110-4101-000-000	Overlay	-328,649.00	-3,770.56	1,302,749.12	-1,631,398.12	-396.395
01-3185-4120-000-000	Yield Taxes and Interest	8,000.00	0.00	4,480.68	3,519.32	56.009
01-3186-4115-000-000	In Lieu of Taxes	12,816.00	0.00	0.00	12,816.00	0.000
01-3189-4121-000-000	Excavation Activity Tax	5,000.00	0.00	0.00	5,000.00	0.000
01-3189-4127-000-000	Boat Tax	8,000.00	341.28	2,874.88	5,125.12	35.936
01-3190-4172-000-000	Interest on Delinquent Yield Tax	0.00	0.00	120.03	-120.03	0.000
01-3190-4203-000-000	Charges on Property Taxes	5,000.00	1,977.04	1,182.62	3,817.38	23.652
01-3190-4204-000-000	Interest on Property Taxes	160,000.00	7,589.81	37,117.50	122,882.50	23.198
01-3220-4201-000-000	Motor Vehicle Permits	5,600,000.00	565,455.30	3,585,519.54	2,014,480.46	64.027
01-3230-4216-000-000	Certificate of Occupancy Permit	15,000.00	600.00	7,240.00	7,760.00	48.267
01-3230-4218-000-000	Building Permits	280,000.00	12,603.13	235,438.41	44,561.59	84.085
01-3230-4381-000-000	Septic Inspection Fees	6,000.00	200.00	2,800.00	3,200.00	46.667
01-3290-4209-000-000	Excavation Permits	5,000.00	0.00	675.00	4,325.00	13.500
01-3290-4214-000-000	Driveway Permits	2,000.00	0.00	1,000.00	1,000.00	50.000
01-3290-4217-000-000	Health Permits	0.00	50.00	450.00	-450.00	0.000
01-3290-4221-000-000	Pistol Permits	2,500.00	140.00	520.00	1,980.00	20.800
01-3290-4233-000-000	Oil Burner/Kerosene Permits	0.00	0.00	300.00	-300.00	0.000
01-3290-4238-000-000	Police Alarm Permit	2,800.00	135.00	1,140.00	1,660.00	40.714
01-3290-4239-000-000	Fire - Place of Assembly	2,000.00	100.00	950.00	1,050.00	47.500
01-3290-4254-000-000	Fire Alarm Permits	1,500.00	15.00	1,211.00	289.00	80.733
01-3290-4312-000-000	Zoning Application Fees	3,000.00	1,526.54	4,908.08	-1,908.08	163.603
01-3290-4313-000-000	Planning Board Fees	120,000.00	358.60	8,930.73	111,069.27	7.442
01-3290-4315-000-000	Sewer Service Permit	3,000.00	50.00	1,150.00	1,850.00	38.333
01-3290-4321-000-000	UCC Filings	7,000.00	0.00	3,015.00	3,985.00	43.071
01-3290-4322-000-000	Vital Statistics	10,000.00	996.00	6,846.00	3,154.00	68.460
01-3290-4323-000-000	Police Fines, Court	0.00	0.00	0.00	0.00	0.000
01-3290-4325-000-000	Animal Control Fines/Fees	10,000.00	328.00	8,547.00	1,453.00	85.470

**Revenue Report**  
**Month End Revenue**  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3290-4326-000-000	Notary Fees	100.00	0.00	0.00	100.00	0.000
01-3290-4327-000-000	Parking Violation Fees	1,000.00	240.00	240.00	760.00	24.000
01-3290-4328-000-000	Street Acceptance/Opening Fee	0.00	0.00	0.00	0.00	0.000
01-3290-4334-000-000	Construction Inspection Fee	20,000.00	7,910.00	32,201.41	-12,201.41	161.007
01-3290-4335-000-000	Animal Boarding Fees	1,100.00	50.00	800.00	300.00	72.727
01-3290-4343-000-000	Copy Fees and Sale of Books	1,500.00	3.00	92.25	1,407.75	6.150
01-3290-4347-000-000	Bad Check Fees	2,500.00	25.00	796.23	1,703.77	31.849
01-3290-4356-000-000	Police False Alarm Fines	10,000.00	100.00	3,000.00	7,000.00	30.000
01-3290-4421-000-000	Marriage Licenses	2,000.00	106.00	308.00	1,692.00	15.400
01-3290-4422-000-000	Hawker/Peddler License	1,000.00	100.00	280.00	720.00	28.000
01-3290-4427-000-000	Articles of Agreement	0.00	0.00	0.00	0.00	0.000
01-3290-4428-000-000	Pole Licenses	0.00	40.00	60.00	-60.00	0.000
01-3290-4430-000-000	Scrap Metal License	0.00	0.00	0.00	0.00	0.000
01-3290-4450-000-000	Animal Control Licenses	18,000.00	698.00	4,041.50	13,958.50	22.453
01-3290-4451-000-000	Drain Layers License	1,000.00	3,750.00	5,500.00	-4,500.00	550.000
01-3351-4840-000-000	Shared Revenue - Municipal Aid	0.00	0.00	0.00	0.00	0.000
01-3352-4841-000-000	Shared Revenue - Meals and Rental Tax Distribution	1,793,865.00	0.00	2,431,094.29	-637,229.29	135.523
01-3353-4610-000-000	Shared Revenue - Highway Block Grant	537,274.00	0.00	329,930.30	207,343.70	61.408
01-3359-4656-000-000	Grants - Police	29,387.76	0.00	28,011.55	1,376.21	95.317
01-3359-4657-000-000	Grants - Fire	136,617.32	0.00	214,198.64	-77,581.32	156.787
01-3359-4659-000-000	Grants - Other	10,000.00	2,745.00	89,500.92	-79,500.92	895.009
01-3359-4660-000-000	Grants - Pandemic	0.00	0.00	0.00	0.00	0.000
01-3379-4300-000-000	Sewer Utility Admin Fee	44,000.00	0.00	44,000.00	0.00	100.000
01-3379-4301-000-000	Water Utility Admin Fee	66,000.00	0.00	66,000.00	0.00	100.000
01-3401-4324-000-000	Police Record Fees	7,000.00	470.00	4,629.00	2,371.00	66.129
01-3401-4342-000-000	Sale of Checklists	500.00	0.00	0.00	500.00	0.000
01-3401-4708-000-000	Welfare Reimbursement	1,000.00	0.00	0.00	1,000.00	0.000
01-3401-4716-000-000	Cash Over/Short	0.00	0.00	-290.00	290.00	0.000
01-3401-4720-000-000	Police Outside Detail	150,000.00	6,190.62	82,380.76	67,619.24	54.921
01-3401-4721-000-000	Police Outside Detail - Cruiser	0.00	2,020.00	16,955.00	-16,955.00	0.000
01-3401-4729-000-000	Contracted Services - Litchfield	30,000.00	15,861.31	27,918.42	2,081.58	93.061

**Revenue Report**  
**Month End Revenue**  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3401-4730-000-000	Ambulance Billings	400,000.00	0.00	230,659.86	169,340.14	57.665
01-3401-4731-000-000	Charges on Ambulance Receivables	0.00	0.00	-12,992.62	12,992.62	0.000
01-3401-4732-000-000	Fire Incident Reports	500.00	0.00	268.00	232.00	53.600
01-3401-4745-000-000	Cable Franchise Fees	77,000.00	0.00	46,480.19	30,519.81	60.364
01-3401-4746-000-000	Police Testing and Application Fees	0.00	0.00	0.00	0.00	0.000
01-3401-4748-000-000	Insurance Reimbursement	100,290.73	0.00	11,290.73	89,000.00	11.258
01-3401-4756-000-000	Misc Rev - Police	3,100.00	1,300.00	3,343.35	-243.35	107.850
01-3401-4757-000-000	Misc Rev - Fire	500.00	0.00	600.00	-100.00	120.000
01-3401-4758-000-000	Misc Rev - Recreation	0.00	0.00	0.00	0.00	0.000
01-3401-4759-000-000	Misc Rev - Other	701,149.29	1,283.45	358,443.66	342,705.63	51.122
01-3401-4761-000-000	Rec Rev - Basketball	30,000.00	340.00	43,917.50	-13,917.50	146.392
01-3401-4762-000-000	Rec Rev - Supervised Play	97,000.00	0.00	48,783.00	48,217.00	50.292
01-3401-4763-000-000	Rec Rev - Flag Football	3,000.00	0.00	0.00	3,000.00	0.000
01-3401-4764-000-000	Rec Rev - Soccer	30,000.00	0.00	6,155.47	23,844.53	20.518
01-3401-4765-000-000	Rec Rev - Tennis	1,500.00	0.00	0.00	1,500.00	0.000
01-3401-4766-000-000	Rec Rev - Teen Dances	4,400.00	0.00	0.00	4,400.00	0.000
01-3401-4767-000-000	Rec Rev - Adult Softball	11,895.00	0.00	1,867.50	10,027.50	15.700
01-3401-4768-000-000	Rec Rev - Lacrosse	6,000.00	1,485.00	1,485.00	4,515.00	24.750
01-3401-4769-000-000	Rec Rev - Community Activities	11,000.00	3,310.00	7,840.00	3,160.00	71.273
01-3501-4704-000-000	Sale of Town Property	55,000.00	0.00	5,525.00	49,475.00	10.045
01-3502-4702-000-000	Bank Charges	-10,000.00	-1,436.97	-6,246.20	-3,753.80	62.462
01-3502-4703-000-000	Interest on Investments	25,000.00	40,270.26	326,547.14	-301,547.14	###.###
01-3503-4373-000-000	Rents of Town Property	3,000.00	0.00	0.00	3,000.00	0.000
01-3508-4556-000-000	Donations - Police	4,197.20	50.00	1,550.00	2,647.20	36.929
01-3508-4557-000-000	Donations - Fire	0.00	100.00	100.00	-100.00	0.000
01-3508-4558-000-000	Donations - Recreation	0.00	0.00	225.00	-225.00	0.000
01-3508-4559-000-000	Donations - Other	0.00	7.00	7.00	-7.00	0.000
01-3914-4996-000-000	Voted from Surplus	100,000.00	0.00	0.00	100,000.00	0.000
01-3915-4922-000-000	From Capital Reserve Fund	69,953.44	69,953.44	69,953.44	0.00	100.000
01-3934-4998-000-000	Proceeds from Bonds	0.00	0.00	0.00	0.00	0.000
01-3939-4999-000-000	Use of Fund Balance	600,000.00	0.00	0.00	600,000.00	0.000

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4:31PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Page: 4  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
Totals	General Fund	32,973,235.74	745,666.25	9,756,861.63	23,216,374.11	29.590

**Revenue Report**  
**Month End Revenue**  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Sewer Fund</b>						
02-3190-4180-000-000	Interest on Sewer Utility	15,000.00	438.09	12,673.59	2,326.41	84.491
02-3190-4181-000-000	Sewer Betterment Interest	728.00	0.00	0.00	728.00	0.000
02-3401-4716-000-000	Cash Over/Short	0.00	0.00	0.00	0.00	0.000
02-3401-4759-000-000	Misc Rev - Other	559.80	192.97	559.80	0.00	100.000
02-3403-4780-000-000	Sewer Base Charges	565,000.00	141,837.49	425,404.91	139,595.09	75.293
02-3403-4781-000-000	Sewer Consumption Charges	564,765.00	118,441.34	413,086.69	151,678.31	73.143
02-3409-4783-000-000	Sewer Capital Assessment Other Chg	100.00	0.00	0.00	100.00	0.000
02-3500-4773-000-000	Otarnic Pond Betterment Assessment	24,911.00	24,911.00	24,911.00	0.00	100.000
02-3500-4782-000-000	Sewer Capital Assessment	50,000.00	17,460.00	40,902.85	9,097.15	81.806
02-3502-4702-000-000	Bank Charges	-3,500.00	0.00	-1,170.44	-2,329.56	33.441
02-3508-4561-000-000	Donations - Sewer	0.00	0.00	0.00	0.00	0.000
02-3509-4786-000-000	Sewer - Other Income/(Expenses)	0.00	0.00	0.00	0.00	0.000
02-3915-4922-000-000	From Capital Reserve Fund	700,000.00	0.00	0.00	700,000.00	0.000
02-3939-4999-000-000	Use of Fund Balance	240,000.00	0.00	0.00	240,000.00	0.000
02-4915-4915-000-000	To Capital Reserve Fund - Sewer	25,000.00	0.00	0.00	25,000.00	0.000
<b>Totals</b>	<b>Sewer Fund</b>	<b>2,182,563.80</b>	<b>303,280.89</b>	<b>916,368.40</b>	<b>1,266,195.40</b>	<b>41.986</b>

**Revenue Report**  
**Month End Revenue**  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Water Fund</b>						
03-3190-4794-000-000	Interest on Delinquent Accounts	10,000.00	0.00	2,528.29	7,471.71	25.283
03-3290-4394-000-000	Backflow Testing Fees	36,000.00	1,615.00	32,775.00	3,225.00	91.042
03-3290-4395-000-000	Water Hookup Fee	296,000.00	200.00	22,223.98	273,776.02	7.508
03-3290-4396-000-000	Water Service Fees	12,000.00	339.50	6,226.58	5,773.42	51.888
03-3290-4397-000-000	Shutoff/Reconnect Fee	3,500.00	0.00	1,125.00	2,375.00	32.143
03-3401-4716-000-000	Cash Over/Short	0.00	0.00	23.53	-23.53	0.000
03-3401-4748-000-000	Insurance Reimbursement	0.00	0.00	0.00	0.00	0.000
03-3401-4759-000-000	Misc Rev - Other	4,679.44	2,788.19	4,679.44	0.00	100.000
03-3402-4390-000-000	Rental Fee - Private Hydrant	65,500.00	5,434.10	38,038.70	27,461.30	58.074
03-3402-4391-000-000	Rental Fee - Public Hydrant	78,000.00	6,496.20	45,473.40	32,526.60	58.299
03-3402-4392-000-000	Public Fire Protection	224,000.00	19,623.48	137,006.07	86,993.93	61.163
03-3402-4790-000-000	Water Base Charges	970,200.00	82,363.97	579,454.41	390,745.59	59.725
03-3402-4791-000-000	Water Usage Charges	2,233,301.00	113,688.30	1,178,296.21	1,055,004.79	52.760
03-3402-4792-000-000	Fire Access Charges	215,000.00	16,584.67	116,092.69	98,907.31	53.997
03-3402-4799-000-000	Water Sales to Pennichuck	50,000.00	0.00	0.00	50,000.00	0.000
03-3502-4702-000-000	Bank Charges	-2,500.00	0.00	-1,943.36	-556.64	77.734
03-3509-4793-000-000	Other Income - Water	10,000.00	225.00	1,775.00	8,225.00	17.750
03-3915-4922-000-000	From Capital Reserve Fund	60,000.00	0.00	0.00	60,000.00	0.000
03-3939-4999-000-000	Use of Fund Balance	265,000.00	0.00	0.00	265,000.00	0.000
03-4915-4915-000-000	To Capital Reserve Funds	10,000.00	0.00	0.00	10,000.00	0.000
<b>Totals</b>	<b>Water Fund</b>	<b>4,540,680.44</b>	<b>249,358.41</b>	<b>2,163,774.94</b>	<b>2,376,905.50</b>	<b>47.653</b>

Run: 2/07/24  
4:31PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Page: 7  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Sr Activities Revolving Fund</b>						
35-3401-4735-000-000	Misc Rev - Senior Activities	0.00	2,420.00	18,231.00	-18,231.00	0.000
35-3401-4736-000-000	Membership Fees	0.00	420.00	7,280.00	-7,280.00	0.000
35-3401-4737-000-000	Senior Rev - Field Trips	0.00	0.00	27,205.00	-27,205.00	0.000
<b>Totals</b>	<b>Sr Activities Revolving Fund</b>	<b>0.00</b>	<b>2,840.00</b>	<b>52,716.00</b>	<b>-52,716.00</b>	<b>0.000</b>

Run: 2/07/24  
4:31PM

Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Page: 8  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Community TV Revolving Fund</b>						
45-3401-4745-000-000	Cable Franchise Fees	0.00	0.00	185,918.84	-185,918.84	0.000
45-4199-4759-000-000	Misc Rev - Other	222.60	73.20	222.60	0.00	100.000
<b>Totals</b>	<b>Community TV Revolving Fund</b>	<b>222.60</b>	<b>73.20</b>	<b>186,141.44</b>	<b>-185,918.84</b>	<b>###.###</b>



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Revenue Report  
Month End Revenue  
Town of Hudson, NH  
As Of: January 2024, GL Year 2024

Page: 9  
bmckee  
ReportSortedRevenue  
All

Account Number		Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>EMS Revolving Fund</b>						
50-0000-4729-000-000	EMS - Contracted Services	0.00	11,601.32	23,658.43	-23,658.43	0.000
50-0000-4730-000-000	EMS - 50% Ambulance Billings	0.00	0.00	230,659.89	-230,659.89	0.000
50-0000-4731-000-000	EMS - 50% Charges on Amb Billings	0.00	0.00	-12,977.62	12,977.62	0.000
<b>Totals</b>	<b>EMS Revolving Fund</b>	<b>0.00</b>	<b>11,601.32</b>	<b>241,340.70</b>	<b>-241,340.70</b>	<b>0.000</b>

**TOWN OF HUDSON  
AUTOMOBILE REGISTRATION BY MONTH  
FISCAL YEARS 2019, 2020, 2021, 2022, 2023, 2024**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budget Fiscal Year Total</u>
FY2019	\$429,067	\$457,722	\$389,685	\$464,888	\$471,953	\$454,133	\$2,667,448	\$531,274	\$504,668	\$444,548	\$561,605	\$513,577	\$511,323	\$3,066,993	\$5,734,441	\$5,000,000
<b>vs. Budget</b>	8.6%	17.7%	25.5%	34.8%	44.3%	53.3%	53.3%	64.0%	74.1%	83.0%	94.2%	104.5%	114.7%	61.3%	<b>vs. Budget</b>	114.7%
FY2020	\$437,974	\$485,183	\$410,994	\$530,162	\$446,610	\$470,237	\$2,781,159	\$638,551	\$515,784	\$416,309	\$331,136	\$452,398	\$745,339	\$3,099,517	\$5,880,675	\$5,420,000
<b>vs. Budget</b>	8.1%	17.0%	24.6%	34.4%	42.6%	51.3%	51.3%	63.1%	72.6%	80.3%	86.4%	94.7%	108.5%	57.2%	<b>vs. Budget</b>	108.5%
FY2021	\$516,858	\$430,094	\$461,725	\$494,524	\$440,822	\$489,084	\$2,833,106	\$542,186	\$502,930	\$627,048	\$523,883	\$518,796	\$571,111	\$3,285,953	\$6,119,060	\$5,420,000
<b>vs. Budget</b>	9.5%	17.5%	26.0%	35.1%	43.2%	52.3%	52.3%	62.3%	71.6%	83.1%	92.8%	102.4%	112.9%	60.6%	<b>vs. Budget</b>	112.9%
FY2022	\$433,575	\$488,988	\$450,479	\$504,693	\$429,947	\$435,191	\$2,742,872	\$536,311	\$513,594	\$552,932	\$539,268	\$528,792	\$551,548	\$3,222,444	\$5,965,316	\$5,420,000
<b>vs. Budget</b>	8.0%	17.0%	25.3%	34.6%	42.6%	50.6%	50.6%	60.5%	70.0%	80.2%	90.1%	99.9%	110.1%	59.5%	<b>vs. Budget</b>	110.1%
FY2023	\$462,768	\$505,396	\$453,460	\$563,076	\$441,048	\$474,930	\$2,900,677	\$538,783	\$474,370	\$555,183	\$582,626	\$543,124	\$586,057	\$3,280,142	\$6,180,819	\$5,500,000
<b>vs. Budget</b>	8.4%	17.6%	25.8%	36.1%	44.1%	52.7%	52.7%	62.5%	71.2%	81.3%	91.8%	101.7%	112.4%	59.6%	<b>vs. Budget</b>	112.4%
FY2024	\$415,289	\$608,209	\$485,953	\$620,595	\$453,948	\$436,072	\$3,020,064	\$565,455						\$565,455	\$3,585,520	\$5,600,000
<b>vs. Budget</b>	7.4%	18.3%	27.0%	38.0%	46.1%	53.9%	53.9%	64.0%						10.1%	<b>vs. Budget</b>	64.0%

**TOWN OF HUDSON  
GENERAL FUND INTEREST BY MONTH  
FISCAL YEARS 2019, 2020, 2021, 2022, 2023, 2024**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half Fiscal Year</u>	<u>Actual Fiscal Year Total</u>	<u>Budget Fiscal Year Total</u>
FY2019	\$0	\$45,557	\$38,553	\$27,494	\$0	\$46,686	\$158,289	\$45,246	\$52,094	\$42,049	\$0	\$66,149	\$19,534	\$225,072	\$383,361	\$120,000
vs. Budget	0.0%	38.0%	70.1%	93.0%	93.0%	131.9%	131.9%	169.6%	213.0%	248.1%	248.1%	303.2%	319.5%	187.6%	vs. Budget	319.5%
FY2020	\$0	\$42,580	\$39,013	\$33,695	\$24,052	\$13,649	\$152,989	\$6,066	\$35,128	\$32,541	\$8,141	\$5,937	\$21,179	\$108,992	\$261,981	\$361,000
vs. Budget	0.0%	11.8%	22.6%	31.9%	38.6%	42.4%	42.4%	44.1%	53.8%	62.8%	65.1%	66.7%	72.6%	30.2%	vs. Budget	72.6%
FY2021	\$0	\$0	\$12,143	\$0	\$0	\$3,909	\$16,052	\$0	\$611	\$210	\$204	\$198	\$142	\$1,365	\$17,417	\$261,000
vs. Budget	0.0%	0.0%	4.7%	4.7%	4.7%	6.2%	6.2%	6.2%	6.4%	6.5%	6.5%	6.6%	6.7%	0.5%	vs. Budget	6.7%
FY2022	\$147	\$147	\$195	\$350	\$175	\$102	\$1,115	\$96	\$86	\$388	\$1,460	\$2,602	\$3,060	\$7,691	\$8,806	\$20,000
vs. Budget	0.1%	1.5%	2.4%	4.2%	5.1%	5.6%	5.6%	6.1%	6.5%	8.4%	15.7%	28.7%	44.0%	38.5%	vs. Budget	44.0%
FY2023	\$3,546	\$4,916	\$4,878	\$7,048	\$8,684	\$4,055	\$33,127	\$3,578	\$3,302	\$27,860	\$36,767	\$39,973	\$41,799	\$153,279	\$186,407	\$25,000
vs. Budget	14.2%	33.8%	53.4%	81.6%	116.3%	132.5%	132.5%	146.8%	160.0%	271.5%	418.5%	578.4%	745.6%	613.1%	vs. Budget	745.6%
FY2024	\$69,731	\$67,900	\$54,979	\$53,812	\$22,245	\$17,611	\$286,278	\$40,270						\$40,270	\$326,548	\$25,000
vs. Budget	278.9%	550.5%	770.4%	985.7%	1074.7%	1145.1%	1145.1%	1306.2%						161.1%	vs. Budget	1306.2%

*Agenda*  
2-13-24



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



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

101

To: Board of Selectmen

From: Steve Malizia, Town Administrator

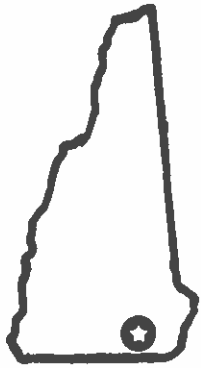


Date: February 6, 2024

Re: Conditional Offers Hudson Firefighters

Selectman Morin has requested that an item be placed on the Board of Selectmen's agenda to discuss conditional employment offers to Firefighter/AEMT candidates moving forward. In order to ensure that Hudson is able to hire qualified candidates in today's competitive labor market, time is of the essence and being able to provide a conditional offer to a candidate before the Board meets to formally approve the hire may improve our ability to secure a candidate's commitment to Hudson.

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



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

*Agenda*  
2-13-24



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

10J

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: February 6, 2024

Re: Purple Heart Community

Selectman Guessferd has requested that an item be placed on the Board of Selectmen's February 13, 2024 agenda to discuss pursuing the Purple Heart Community designation. Selectman Guessferd will speak to this item.

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

## Malizia, Steve

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**From:** Bob Guessferd <shemya87@msn.com>  
**Sent:** Tuesday, February 6, 2024 9:36 AM  
**To:** McGrath, Marilyn; Malizia, Steve  
**Subject:** Purple Heart Community Agenda Item

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

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Marilyn, Steve:

I would like to place an item on next week's agenda: pursuing obtaining status for Hudson as a Purple Heart Community. We have at least one citizen who received the Purple Heart - Leonard Nute - and I'm sure there are others.

The American Legion has committed to pay for the signs, so no cost to the community. Just will need public works to place the signs and coordinate with the state for signs placed on state roads entering the community.

I can provide more details.

Bob Guessferd

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Sent from my iPhone

*Agenda*  
2-13-24



# TOWN OF HUDSON

## Board of Selectmen

10K



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**RECEIVED**

FEB 08 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

February 8, 2024

To: Board of Selectmen

From: Jill Laffin, Executive Assistant

Re: Electronic Signatures on Manifests

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Selectman Roy has asked that Electronic Signatures on Manifests, be added to the February 13, 2024 Board of Selectmen agenda. Attached you'll find correspondence from the Finance Director to Selectman Roy regarding this item.

2/6/24

Kara,

I spoke with Ross at Harris Computer Group. He is our primary software support person for MuniSmart.

I was told that automatic electronic signatures are mainly use for check printing (Accounts Payable and Payroll).

Also, there is the capability to automatically print a person's name on the signature line for POs but this will be done without the person looking at it. It will print on the line at the time that the PO is printed.

Authorization levels can be set up within the PO system for POs to be generated and printed with various tiers at specific dollar amounts. In this scenario, No POs would be printed without all authorized signatures needed. This will require all signers (BOS and Managers) to have access to MuniSmart and each will need to be trained on how to use our Purchase Order System. It will also require additional licenses, which can be costly.

Let me know what the Board decides.

Thank you,

Lisa