



# 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

April 9, 2024

7:00 PM

Board of Selectmen Meeting Room, Town Hall

### Agenda

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**  
**MOMENT OF SILENCE - Scott Anderson, Benson Park Committee**
3. **ATTENDANCE**
4. **PUBLIC INPUT**
5. **RECOGNITIONS, NOMINATIONS & APPOINTMENTS**
  - A. **Resignations**
    - 1) **Robert Wherry - Code of Ethics**  
Vacancy to expire March 2025
    - 2) **John Leone - Benson Park Committee**  
Vacancy to expire April 2027  
(plus 1 alternate vacancy to expire April 2025)
6. **CONSENT ITEMS**
  - A. **Assessing Items**
    - 1) Solar Exemptions: 40 Baker St. - map 173/ lot 027; 10 Hill St. - map 165/ lot 108; 5 Homestead Ln. - map 218/ lot 025; 10 Highland St. - map 174/ lot 087; 4 Mockingbird Ln. - map 148/ lot 083; 14 Lorraine St. - map 198/ lot 077; 5 Merrimack St. - map 165/ lot 076; 16 Blackstone St. - map 175/ lot 138; 6 Campbello St. - map 165/ lot 027; 1 Scenic Ln. - map 147/ lot 001/sub 020; 5 Pasture Dr. - map 206/ lot 022; 52 Highland St. - map 174/ lot 110; 20 Hazelwood Rd. - map 142/ lot 029; 16 East Hill Dr. - map 205/ lot 010; 10 Riverside Dr. - map 190/ lot 027; 96 Pelham Rd. - map 193/ lot 013; 39B River Rd. - map 246/ lot 066/ sub 002; 58 Barretts Hill Rd. - map 142/ lot 017.

- 2) Elderly Exemptions: 65 Brody Ln. - map 184/ lot 032/ sub 033; 59 Dracut Rd. - map 241/ lot 002;
- 3) Disabled Exemption: 13 Tessier St. - map 198/ lot 064
- 4) Veteran Tax Credit: 3A Julie Ln. - map 117/ lot 006/ sub 001
- 5) Veteran Tax Credits and Disabled Veteran Tax Credits: 6 Cin-Fre Dr. - map 217/ lot 009; 409 Elk Run Rd. - map 168/ lot 068/ sub 064; 5 Buswell St. - map 174/ lot 150
- 6) All Veterans Tax Credit: 4A Farnum Ct. - map 177/ lot 005/ sub 013
- 7) Current Use: 4A and B Hampton Ln. - map 110/ lot 050
- 8) Discretionary Easement Application: 82 Old Derry Rd. - map 115/ lot 001
- 9) Residence in Industrial or Commercial Zones: 89 Lowell Rd. - map 198/ lot 017; 104 Lowell Rd. - map 198/ lot 148; 281 Lowell Rd. - map 234/ lot 031; 2 Davenport Rd. - map 234/ lot 042; 4 Davenport Rd. - map 234/ lot 043; 81 River Rd. - map 251/ lot 007
- 10) 2023 Property Tax Abatement: 1 Madison Dr. - map 168/ lot 051
- 11) 2023 Property Tax Abatement: 1 Cape Dr. - map 198/ lot 172
- 12) 2023 Property Tax Abatement: 12 Hummingbird Ln. - map 139/ lot 040
- 13) 2023 Property Tax Abatement: 2 Madison Dr. - map 168/ lot 009
- 14) 2023 Property Tax Abatement: 39 Rangers Dr. - map 160/ lot 035

B. Water/Sewer Items - none

C. Licenses & Permits & Policies - none

D. Donations

- 1) Donation of \$525 to Fire Department Explorer program from John Bue

E. Acceptance of Minutes - none

F. Calendar

04/09	7:00	Board of Selectmen	BOS Meeting Room
04/10	7:00	Planning Board	Buxton Meeting Room
04/11	3:30	Trustees/Trust Fund	Buxton Meeting Room
04/11	7:00	Zoning Board	Buxton Meeting Room
04/12	2:30	Supervisors/Checklist	Supervisors Room (across BOS)
04/16	7:00	Municipal Utility	BOS Meeting Room

04/17	6:00	Library Trustees	Rodgers Memorial Library
04/17	7:00	HEAC	Rodgers Memorial Library
04/18	7:00	Benson Park Cmte.	HCAC
04/22	7:00	Sustainability Cmte.	BOS Meeting Room
04/23	7:00	Board of Selectmen	BOS Meeting Room

**7. OLD BUSINESS**

**A. Votes taken after Nonpublic Session on March 26, 2024**

1. Selectman Guessferd made a motion, seconded by Selectman Jakoby to move Mike Pilon to the status of Full-Time HCTV Assistant with a compensation rate of \$21.50 per hour. Carried 5-0.
2. Selectman Dumont made a motion, seconded by Selectman Roy to authorize Magdalena Whittemore two weeks of unpaid leave. Carried 5-0.
3. Selectman Dumont made a motion, seconded by Selectman Guessferd to promote Master Patrol Officer Robert McNally to the position of Sergeant at \$41.98 per hour according to the Hudson Police Employee Association Contract (step 6). This elevation in rank will be effective Wednesday, March 27, 2024. Carried 5-0.
4. Selectman Jakoby made a motion, seconded by Selectman Dumont to hire Alexander Horan as a Full-Time Police Officer with a starting salary of \$27.98 (step 1) per hour, all in accordance with the Hudson Police Employee Association Contract. Carried 5-0.
5. Selectman Guessferd made a motion, seconded by Selectman Dumont to hire Cheri Hughes as a Full-Time Police Officer, pending a final background check, with a starting salary of \$27.98 (step 1) per hour, all in accordance with the Hudson Police Employee Association Contract. Carried 5-0.
6. Selectman Dumont made a motion to adjourn at 9:15 p.m. This was seconded by Selectman Guessferd. Carried 5-0.

**8. NEW BUSINESS**

- A. Status Update on Adam Drive Culvert - Engineering - Decision
- B. Solar Farms - West Road Landfill - Engineering - Decision
- C. NH Attorney General Opioid Settlement Participation Forms - Town Administrator - Decision
- D. Invitation to Bid - Town Hall Building Assessment - Town Administrator - Decision

- E. Assistant Town Administrator Position - Town Administrator - Decision
- F. Discontinue Combined Town Clerk/Tax Collector - Town Administrator - Decision
- G. March 2024 Revenues and Expenditures - Town Administrator - Discussion
- H. 2024 Liaison Assignments - Chairman Guessferd - Discussion

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

10. **REMARKS BY TOWN ADMINISTRATOR**

11. **REMARKS BY SCHOOL BOARD**

12. **NONPUBLIC SESSION**

RSA 91-A:2 III (a) Strategy or negotiations with respect to collective bargaining.  
RSA 91-A:3 (II) (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant

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

13. **ADJOURNMENT**

Reminder ...

Items for the next agenda, with complete backup, must be in the Selectmen's Office  
**no later than 12:00 noon on Thursday, April 18, 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)



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

TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: April 9, 2024

FROM: Jim Michaud, Chief Assessor

**RECEIVED**

APR 03 2024

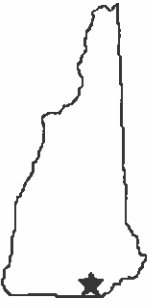
TOWN OF HUDSON  
SELECTMENS OFFICE

RE: Solar Exemptions:

- Scott Riel – 40 Baker St. – map 173/ lot 027
- Harvey Husted – 10 Hill St. – map 165/ lot 108
- Patrick & Lisa Russell – 5 Homestead Ln. – map 218/ lot 025
- Richard Teal – 10 Highland St. – map 174/ lot 087
- Timothy & Renee Strondak – 4 Mockingbird Ln. – map 148/ lot 083
- Raffi Massouyan – 14 Lorraine St. – map 198/ lot 077
- Scott Lambert – 5 Merrimack St. – map 165/ lot 076
- Matthew Quintiliani – 16 Blackstone St. – map 175/ lot 138
- Eric & Erin Maitland – 6 Campbello St. – map 165/ lot 027
- Florence Nicolas – 1 Scenic Ln. – map 147/ lot 001/ sub 020
- Domenic & Christine Ferraro – 5 Pasture Dr. - map 206/ lot 022
- Tracey Martin – 52 Highland St. – map 174/ lot 110
- John Hanson – 20 Hazelwood Rd. – map 142/ lot 029
- Gabriella Howard – 16 East hill Dr. – map 205/ lot 010
- Renee Caron – 10 Riverside Dr. - map 190/ lot 027
- Rene & Cecile Poulin – 96 Pelham Rd. – map 193/ lot 013
- Annette Sebukyu – 39B River Rd. – map 246/ lot 066/ sub 002
- Lucy & Matthew Heyner – 58 Barretts Hill Rd. – map 142/ lot 017

I recommend the Board of Selectmen sign the PA-29 forms granting Solar Exemptions to the property owners listed above. The Assessing Department has verified that these properties have installed solar panels.

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



6A  
Open 4-9-24

# TOWN OF HUDSON

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Chief Assessor, CAE  
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DATE: April 9, 2024

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APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

RE: Elderly Exemptions:

65 Brody Ln. – map 184/ lot 032/ sub 033  
59 Dracut Rd. – map 241/ lot 002

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

Raymond and Carol Ann Millette - 65 Brody Ln. – map 184/ lot 032/ sub 033  
Jeanne Brown - 59 Dracut Rd. – map 241/ lot 002

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



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TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: April 9, 2024

FROM: Jim Michaud, Chief Assessor 

**RECEIVED**

RE: Disabled Exemption Application

APR 03 2024

13 Tessier St. – map 198/ lot 064

TOWN OF HUDSON  
SELECTMENS OFFICE

I recommend the Board of Selectmen sign the PA-29 form granting a Disabled Exemption to the property owner listed below. The resident has provided the proper documentation to show they qualify for this exemption.

Janet Eppolito - 13 Tessier St. – map 198/ lot 064

***MOTION: Motion to grant a Disabled Exemption to the property owner referenced in the above request.***



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TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: April 9, 2024

FROM: Jim Michaud, Chief Assessor

RE: Veteran Tax Credit:

3A Julie Ln. – map 117/ lot 006/ sub 001

**RECEIVED**

APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

I recommend the Board of Selectmen sign the PA-29 forms 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.

Blair Leavitt - 3A Julie Ln. – map 117/ lot 006/ sub 001

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





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6A Agenda 4.9.24



TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: April 9, 2024

FROM: Jim Michaud, Chief Assessor

**RECEIVED**

APR 03 2024

RE: Disabled Veteran and Regular Veteran Tax Credits:

TOWN OF HUDSON  
SELECTMENS OFFICE

409 Elk Run Rd. – map 168/ lot 068/ sub 064  
6 Cin-Fre Dr. – map 217/ lot 009  
5 Buswell St. – map 174/ lot 150

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

Stacey Lancaster - 409 Elk Run Rd. – map 168/ lot 068/ sub 064  
Justin Randall - 6 Cin-Fre Dr. – map 217/ lot 009  
Christopher King - 5 Buswell St. – map 174/ lot 150

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

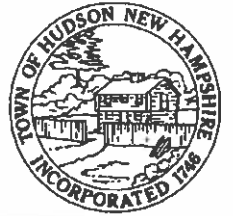


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TO: Board of Selectmen  
Steve Malizia, Town Administrator

DATE: April 9, 2024

FROM: Jim Michaud, Chief Assessor

RE: All Veterans Tax Credit:

4A Farnum Ct. – map 177/ lot 005/ sub 013

**RECEIVED**

APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

I recommend the Board of Selectmen sign the PA-29 form granting an All Veterans 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.

Camille Ray 4A Farnum Ct. – map 177/ lot 005/ sub 013

***MOTION: Motion to grant an All Veterans Tax Credit to the property owner referenced in the above request.***



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6A

Agenda  
4-9-24

## MEMORANDUM

TO: Board of Selectmen  
Steve Malizia, Town Administrator

April 9, 2024

FROM: Jim Michaud, Chief Assessor

**RECEIVED**

RE: Current Use Lien Release  
Map 110 Lot 50 – 4 A & B Hampton Lane

APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

The attached Current Use Lien Release is for the above referenced site and is for the BOS's review and consideration to approve. The parcel is coming out of current use as foundation footings were installed on 3/26/2024, an activity incompatible for land to remain in the current use (RSA 79-A) program.

The Subject property is 2.01 AC and is located in an area of well/septic utilities. We have reviewed the subdivision documents that created these parcels; reviewed vacant residential building lot land sales from 2020 forward, including; a vacant residential building lot sale (.33 AC) on Gillis Street that sold very recently for \$170,000; 2 vacant residential lot sales on Speare Road for \$170,000 a piece, as well as using the latest assessed values from the recent 2022 revaluation, as ratio adjusted. We have determined a market value estimate of \$205,000 for the subject parcel, as the unimproved site it is at time of foundation footings site work.

$\$205,000 \times 10\% = \$20,500$

## DRAFT MOTION

**Motion to approve the attached Current Use Penalty Lien Release for Map 110 Lot 50 as recommended by the Chief Assessor.**

FORM
A-5

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

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

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

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME <b>ETCHSTONE PROPERTIES INC</b>	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS <b>179 AMHERST ST</b>		
MUNICIPALITY <b>NASHUA</b>		STATE <b>NH</b>	ZIP CODE <b>03064</b>

**STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND**

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION <b>4 A &amp; B HAMPTON LANE</b>		MUNICIPALITY <b>HUDSON</b>	COUNTY <b>HILLSBOROUGH</b>
	(c) TOTAL ACRES OF PARCEL <b>2.01 AC</b>	PARCEL TAX MAP AND LOT # <b>110-050-000</b>	DEED BOOK AND PAGE # <b>ACCT#11259</b> <b>6772</b> <b>1200</b>	
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			

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

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

(a) Owners Name When Land Was First Recorded in Current Use: <b>EMERY &amp; MARION NADEAU</b>	DEED BOOK AND PAGE # <b>2408</b> <b>277</b>	
(b) Total Number of Acres Originally Enrolled in Current Use	<b>50 (S/B 45.48)</b>	
(c) Total Number of Acres Previously Released Since The Original Recording	<b>12.028 AC</b>	
(d) Number of Acres Subject to the LUCT Per This Assessment	<b>2.01 AC</b>	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	<b>31.442 AC</b>	

<b>FORM</b>
<b>A-5</b>

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

(continued)

**STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX**

(a) Narrative Description of the Disqualification: <b>FOUNDATION FOOTINGS INSTALLED</b>	
(b) Actual Date of Change in Use (MM/DD/YYYY)	<b>3/26/2024</b>
(c) Full and True Market Value at Time of Change in Use	\$ <b>205,000</b>
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ <b>20,500.00</b>

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

TYPE OR PRINT NAME (in black or dark blue ink) <b>BOB GUESSFERD</b>	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) <b>DILLON DUMONT</b>	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) <b>DAVID S. MORIN</b>	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) <b>KARA ROY</b>	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) <b>HEIDI JAKOBY</b>	SIGNATURE (in black or dark blue ink)	DATE

**STEP 6 - BILL LAND USE CHANGE TAX TO:**

**(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)**

LAST NAME/CORPORATION/TRUST NAME <b>ETCHSTONE PROPERTIES INC</b>		FIRST NAME/CORPORATION/TRUST NAME	INITIAL
MAILING ADDRESS <b>179 AMHERST ST</b>			
MUNICIPALITY <b>NASHUA</b>	STATE <b>NH</b>	ZIP CODE <b>03064</b>	
(b) Actual Date of Change in Use (MM/DD/YYYY)		<b>3/26/2024</b>	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)			
(d) Full and True Market Value at Time of Change in Use		\$ <b>205,000</b>	
(e) Land Use Change Tax Due		\$ <b>20,500.00</b>	

<b>FORM</b>
<b>A-5</b>

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

(continued)

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

(a) MAKE CHECKS PAYABLE TO: <b>TOWN OF HUDSON</b>		
(b) MAIL TO: <b>TOWN OF HUDSON, C/O CHRISTINE STROUT-LIZOTTE, TOWN CLERK/TAX COLLECTOR</b>		
MAILING ADDRESS: <b>12 SCHOOL ST</b>		
MUNICIPALITY <b>HUDSON</b>	STATE <b>NH</b>	ZIP CODE <b>03051</b>
(c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: <b>12 SCHOOL STREET HUDSON NH 03051</b>		
(d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: <b>8 AM - 4:30PM MONDAY THRU FRIDAY</b>		
(e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ <b>20.68</b>		
PAYABLE TO: <b>HILLSBOROUGH COUNTY REGISTRY OF DEEDS</b>		
(g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____		

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

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

<b>FORM</b>
<b>A-5W</b>

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

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

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

**STEP 2 - COLLECTION OF LAND USE CHANGE TAX**

(a) State of New Hampshire, County of: HILLSBOROUGH	
(b) To: CHRISTINE STROUT-LIZOTTE	Municipal Collector of taxes
(c) for the municipality of: HUDSON	in said County.
(d) In the name of said State you are directed to collect the <b>LAND USE CHANGE TAX</b> in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 20,500.00
(e) Given under our hands at 7 PM	
(f) This day of APRIL 9, 2024	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY ETCHSTONE PROPERTIES INC.	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 179 AMHERST ST, NASHUA NH 03064	
(h) MUNICIPAL TAX MAP 110-050-000	LOT NUMBER ACCT # 11259

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

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
BOB GUESSFERD		
DILLON DUMONT		
DAVID S. MORIN		
KARA ROY		
HEIDI JAKOBY		



**TOWN OF HUDSON**  
Office of the Assessor

Jim Michaud  
Chief Assessor, CAE  
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6A  
By order  
4-9-24

TO: Board of Selectmen  
Steve Malizia, Town Administrator

April 9, 2024

FROM: Jim Michaud, Chief Assessor

**RECEIVED**

RE: Discretionary Easement Application  
Map 115 Lot 1 – 82 Old Derry Rd.

APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

I have attached a Discretionary Easement Application, and Discretionary Easement Deed, submitted by the property owner for a parcel located at 82 Old Derry Road. The applicant and I have worked together in formatting their request in the form of a Discretionary Easement deed. The parcel is currently in the discretionary easement program, original dating back to its 1999 approval by the then BOS, and the term expires now in 2024. There are five (5) such properties in Hudson within the Discretionary Easement program. Attorney Dave LeFevre was consulted on the deed and is fine with how it is written.

The Discretionary Easement program was designed by the legislature to, “encourage the preservation of open space ... maintaining the character of the state’s landscape, and conserving the land, water, forest, agricultural, recreational, and wildlife resources.” (RSA: 79-C: 1) As such, any potentially qualifying land has to meet a public benefits test, the applicants intent is to continue under the program and the property attributes do comport with RSA 79-C:3 II (d) (1), the terms of the law are attached. The stated benefit in the application is;

“It is the only remaining one room schoolhouse in town. Each year we open the school to third grade classes and give a history lesson about it. It is also open to the public as part of the GFC Women’s Club.”

The section of law by which this use would be in conformance is laid out as follows:

“ 79-C:3 Qualifying Land. –

I. Any owner of land which does not meet the criteria for open space land as defined in RSA 79-A but meets the tests of demonstrated public benefit in paragraph II of this section and who wishes to keep the land in a use consistent with the purposes of this chapter may apply to the governing body of the



municipality in which the land is located to convey a discretionary easement to the municipality.

II. A discretionary easement on open space land shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:

(d) The preservation of an historically important land area, where:

(1) The property is either independently significant due to recorded local, regional, or state history, or is within a historic district; “

If the BOS grants the easements they have to decide how much of a public benefit this easement confers upon the public and decide upon a range of value within which the easement land will be assessed (RSA: 79-C: 7). For the BOS's benefit I have computed those ranges:

Map 115 Lot 1 – Easement Area = 0.482 +/- AC out of a 0.51 AC +/- lot size

The low end of the range is equal to the value within the range under Current Use “All Other Forest Land - Unmanaged” classification of \$39 to \$59 per acre (source: NH's Current Use Advisory Board (CUB)), the high end is equal to 75% of the fair market value of the land. Therefore, the low end is \$51.00 per acre ( $0.482 \times \$51.00 = \$25.00$ ), the high end is \$2,900.00.

**Recommendation:** The easement deed itself is a repeat of the existing Discretionary Easement Deed, equal to 100% of the current use category the land would be eligible for, currently \$59 per acre, subject to annual CUB changes per acre and annual application of local assessment ratio, for 2024, =  $\$59.00 / .864 = \$51.00 \times 0.482 = \$25.00$ .

Next, the applicable RSA stipulates that if the parcel is taken out of the program in the 1<sup>st</sup> half of the easement term (the 1<sup>st</sup> 12.5 years), there will be a penalty of 20% of the fair market value, if taken out in the second half of the easement term (the last 12.5 years of the term) there will be a 15% penalty of the fair market value.

Lastly, the RSA allows that a penalty can occur at the end of the easement term, a penalty of up to 10% of the fair market value, consistent with current and prior easement terms on this property a penalty of 0% at the end of the term. The penalty percentage is discretionary, and, while the owner is acceptable to the 0% penalty, the BOS can seek to change that to up to 10% if it chooses, which would then be presented to the owner to see if they agree.

**Recommendation:** To leave the penalty at the end of the easement term at 0% penalty.

***Motion to approve Discretionary Easement Application, and applicable Discretionary Easement terms, as recommended by the Chief Assessor, for Tax Map 115 Lot 001 – 82 Old Derry Road.***

Cc: File

DiscEaseJasper

FORM

PA-36

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
DISCRETIONARY EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME Jasper Corporation	FIRST NAME
	LAST NAME	FIRST NAME
	STREET ADDRESS 83 Old Derry Road	
	ADDRESS (CONTINUED)	
	TOWN/CITY Hudson	STATE NH

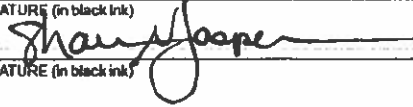
STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET 82 Old Derry Rd.			
	TOWN/CITY Hudson	COUNTY Hillsborough		
	NUMBER OF ACRES IN PARCEL .51	NUMBER OF ACRES IN REQUESTED EASEMENT all except 1200 square feet		
	MAP # 115	LOT # 001-000	BOOK # 1529	PAGE # 273
	CHECK ONE: <input type="checkbox"/> Original Application <input checked="" type="checkbox"/> Renewal			TAX YEAR 2024

STEP 3 REASON FOR DISCRETIONARY EASEMENT APPLICATION

<input type="checkbox"/> Preservation of a Golf Course	<input type="checkbox"/> Preservation of an airport	<input type="checkbox"/> Preservation of Open Space
<input checked="" type="checkbox"/> Preservation of land for outdoor recreation by/or for the education of the general public		
Description of Public Benefit: It is the only remaining one room schoolhouse in town. Each year we open the school to the third grade classes and give a history lesson about it. It is also open to the public as project of the GFC Women's Club		

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) Shawn N. Jasper	SIGNATURE (in black ink) 	DATE 03/24/24
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY EASEMENT APPLICATION**  
 (CONTINUED)

**STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS**

<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	Pending approval of Discretionary Easement agreement by landowner and assessing officials.
Comments:	

**STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS**

TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

**STEP 7 DOCUMENTATION**

(a) A map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
(b) An appraisal justifying the value of the requested easement.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

**DISCRETIONARY EASEMENT DEED  
PER N.H. RSA 79-C**

**NOW COMES Jasper Corporation**, of Hudson, County of Hillsborough, State of New Hampshire (hereinafter referred to the "Grantor," which words includes the plural, and shall include the Grantor's executors, administrators, legal representatives, devisees, heirs and/ or assigns),

**For Consideration Paid**, grants to the Town of Hudson, a municipal corporation with an address of 12 School Street, Hudson, County of Hillsborough, State of New Hampshire, (hereinafter the "Grantee", which word shall include the Grantee's successors and/or assigns)

**WITH WARRANTY COVENANTS**, for a term of 25 years the following described Discretionary Easement on land in the Town of Hudson, County of Hillsborough, State of New Hampshire pursuant to New Hampshire RSA 79-C; said land demonstrates a public benefit, in that:

Preserves an historically important land area, where:

- (1) This property is independently significant due to recorded local history.

All consistent with and in accordance with N.H. RSA 79-C:3 Qualifying Land, (herein referred to as the being "Property") being unimproved land situated in the Town of Hudson, County of Hillsborough, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made part of.

This property contains approximately .51 acres and features:

Old School House #9

The Discretionary Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

- A. The Property shall be maintained for a period of twenty-five (25) years without there being conducted thereon any real estate development activities. Provided that the capacity of the Property to produce forest and/or agricultural crops shall not be

degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.

- i. For the purpose hereof, "agriculture" and "forestry" shall include agriculture and animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes, for example growing and stocking Christmas trees or forest trees of any size capable of producing timber and processing and sale of products produced on the Property, for example. Pick-your-own fruits and vegetables, maple syrup and other forest products; the cutting and sale of timber and other forest products not detrimental to the purpose of this easement, and the maintenance of lawns and gardens.
  - ii. Agricultural and forestry on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, USD Natural Resources Conservation Services, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public roads.
- B. The portion of the Property subject to the conservation easement shall not be subdivided or otherwise divided in ownership.
  - C. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, forestry, conservation, or non-commercial outdoor recreational uses of the property and not detrimental to the purposes of this Easement.
  - D. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Easement Area, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
  - E. There shall be no dumping, injection, or burial of refuse materials, including vehicle bodies or parts, construction debris, garbage, offal, and other wastes, except that the composting of vegetative matter indigenous to the premises, may be conducted.

- F. The property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision, land use regulation or approval process or in calculating allowable unit density.

2. **RESERVED RIGHTS**

- A. Grantor, for itself and its assigns, reserves the right to provide electricity, phone, security, and fire alarm service to the site.
- B. Grantor reserves the right to post against vehicles, motorized or otherwise.
- C. Grantor reserves the right to maintain a lawn and garden on the area subject to this Easement.
- D. Grantor reserves the right to permit pedestrian access for recreational purposes.
- E. Grantor reserves the right to permit public access for historical education purposes.
- F. Grantor reserves the right to permit landscaping consistent with historical education purposes
- G. Grantor reserves the right to cut vegetative growth.

3. **AFFIRMATIVE RIGHTS OF GRANTEE**

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Discretionary Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Discretionary Easement Deed.

4. **NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE**

- A. Granter agrees to notify the Grantee in writing within 10days after the transfer of title of the Property.
- B. Grantee may not assign, transfer, or release this Discretionary Easement without the consent of Grantor except as provided in N.H. RSA 79-C:8.

5. **BENEFITS AND BURDENS**

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants for the stated term of the easement. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross.

6. **BREACH OF EASEMENT**

- A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.
- B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.
- C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.
- D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from natural events beyond Grantor's control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **CONDEMNATION**

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the damages (or proceeds) recovered shall be paid to the Grantor and Grantee in proportion to the fair market appraisal at the time of the conveyance of this Conservation Easement. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvement. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. ASSESSMENT

The assessed value of this Easement is set at 100 percent of the current use value established for open space land under RSA 79-A.

9. RELEASE OF EASEMENT, EXPIRATION, RENEWAL

- A. Release. This easement may be released by Grantee to Granter prior to the expiration of the term of the easement upon a demonstration of extreme personal hardship by Grantor. Upon release of such easement upon demonstration of extreme personal hardship, the landowner shall pay the Tax Collector of the municipality (a) for a release during the first half of the duration of the easement, 20 percent of the RSA 75:1 full value assessment of such land; and (b) for a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such land.
- B. Expiration. Upon expiration of this easement, Grantee shall pay an amount equal to 10 percent of the land's fair market value to be paid upon the final expiration of the terms of this easement or any renewal thereof.

9. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

The Grantee, by accepting and recording this Discretionary Easement Deed for itself, its successors and assigns, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Discretionary Easement Deed is delivered.



**IN WITNESS WHEREOF**, I hereunto set my hand this    day of  
April 2024.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor  
Shawn N. Jasper  
President, Jasper Corp.

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

On this    day of April 2024, before me personally appeared  
& Shawn N. Jasper, known to me, or satisfactorily proven, to be the persons whose are  
subscribed to the foregoing instrument, and acknowledged that they executed the same as  
their free act and deed for the purposes therein contained.

\_\_\_\_\_  
Notary Public

Accepted: April    , 2024

TOWN OF HUDSON, NEW HAMPSHIRE

By:  
Title

\_\_\_\_\_  
Duly Authorized

Appendix A  
Legal Description

A certain tract of land with, schoolhouse and outbuilding, situated thereon, known as the No. 9 schoolhouse. The tract of land being the same as that conveyed to the school district of Hudson by Jackson E. Greeley and Sarah J. Greeley on April 10, 1886, and recorded in the Hillsboro- - Registrar of Deeds on April 14, 1886, Volume 483 Page 343, described as follows: Certain tract of land situated on the ~~Northwesterly~~ side of the Derry Road, so called, in said Hudson, containing ½ acre more or less, bounded and described as follows: Beginning at stone bound at said road, thence N. 48 ½ degrees W, 4 rods 20 links to a stone bound; thence S: 76 degrees W. 6 rods 16 links to a stone bound; thence S. 41 ½ degrees W. 4 rods 18 links to a stone bound; thence N. 48 ½ degrees E. by said road 8 rods 20 links to said road, all by my other land; thence N. 41 ½ degrees E by said road 10 rods 9 links to the place of beginning.

**79-C:1 Declaration of Public Interest.** – It is hereby declared to be in the public interest to encourage the preservation of open space which is potentially subject to development, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural, recreational, and wildlife resources. It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. The means for encouraging preservation of open space authorized by this chapter is the acquisition of discretionary easements of development rights by town or city governments on such open space land which provides a demonstrated public benefit.

**79-C:2 Definitions.** –

In this chapter:

- I. "Discretionary easement" means a restriction of open space land granted to a city or town for a term of 10 or more years.
- II. "Public benefit" shall have the meaning described in RSA 79-C:3.
- III. "Golf course land" means a parcel of 10 acres or more of land used in the playing of the game of golf including greens, fairways, tees, traps, and roughs, and such other areas which are located within the established playing area.

**79-C:3 Qualifying Land.** –

- I. Any owner of land which does not meet the criteria for open space land as defined in RSA 79-A but meets the tests of demonstrated public benefit in paragraph II of this section and who wishes to keep the land in a use consistent with the purposes of this chapter may apply to the governing body of the municipality in which the land is located to convey a discretionary easement to the municipality.
- II. A discretionary easement on open space land shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:
  - (a) The preservation of land for outdoor recreation by, or for the education of, the general public where:
    - (1) The general public has the regular opportunity for access to and use of the land for pedestrian purposes; and
    - (2) The land has conservation and recreational values which make it attractive for public use.
  - (b) A relatively natural habitat for fish, wildlife, or plants, or similar ecosystem, where:
    - (1) The property is in a relatively natural state; and
    - (2) Rare or endangered or threatened species are present; or the property contributes to the ecological viability of a park or other conservation area; or otherwise represents a high quality native terrestrial or aquatic ecosystem.
  - (c) The preservation of open space land, where:
    - (1) There is scenic enjoyment by the general public from a public way or from public waters; or
    - (2) The open space protection is pursuant to a clearly delineated federal, state, or local conservation policy.
  - (d) The preservation of an historically important land area, where:
    - (1) The property is either independently significant due to recorded local, regional, or state history, or is within a historic district; or
    - (2) The property is immediately adjacent to an historic district; or
    - (3) The land's physical or environmental features contribute to the historic or cultural integrity of a property listed on the National Register of Historic Places.

(e) The preservation of an airport, as defined in RSA 422, excluding the value of any buildings, runways, or other structures, where:

(1) The airport serves, or contributes to satisfying, the air transportation needs of the municipality or of its region; or

(2) The continuation of the airport serves to preserve natural habitat or open space as set forth in subparagraphs (b) or (c), which might otherwise be potentially affected by development.

(f) The preservation of a golf course which meets any of the above tests of public benefit and is open to the general public.

**79-C:4 Application Procedure. –**

I. Any owner of land which meets the tests of public benefit in RSA 79-C:3, II may apply to the governing body to grant a discretionary easement to the municipality not to subdivide, develop, or otherwise change the use of such land to a more intensive use inconsistent with the purposes of this chapter.

II. No owner of land shall be entitled to have a particular parcel of land classified for any tax year under the provisions of this chapter unless the owner has applied to the governing body on or before April 15 of the tax year on a form provided by the commissioner of the department of revenue administration. Such application shall include a map of the land to be subject to the discretionary easement, a description of how the property meets the tests of public benefit in RSA 79-C:3, and an appraisal of the value of the easement to be conveyed.

**79-C:5 Approval, Denial. –**

I. If the governing body finds that the proposed use of such land is consistent with the purposes of this chapter, it may take steps to acquire discretionary easements as provided in this chapter. In exercising its discretion, the local governing body may weigh the public benefit to be obtained versus the tax revenue to be lost if such an easement is granted. The governing body shall have no more than 60 days to act upon the application.

II. If the governing body denies the application to grant a discretionary easement to the municipality, such denial shall be accompanied by a written explanation. The local governing body's decision may be appealed using the procedures of either RSA 79-A:9 or 79-A:11, provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith, discrimination, or the application of criteria other than those set forth in RSA 79-C:3 and paragraph I of this section.

III. The easement shall be a burden upon the land and shall bind all transferees and assignees of such land. An easement granted pursuant to this subdivision shall not be assigned, transferred, or released by the municipality without the consent of the owner, except as provided in RSA 79-C:8.

**79-C:6 Terms; Recording. –** Any easement acquired by the municipality pursuant to this chapter shall be for a minimum of 10 years. The easement terms shall include the method of assessment pursuant to RSA 79-C:7, the terms of expiration pursuant to RSA 79-C:8, II, and the terms of renewal pursuant to RSA 79-C:8, III. The local governing body shall provide for the recording of such easements with the register of deeds. Any costs of recording shall be the responsibility of the applicant.

**79-C:7 Assessment of Land Subject to Discretionary Easement. –**

The method of assessment of discretionary easement land, excluding any buildings, their curtilage, appurtenances, or other improvements, shall be included as a term of the agreement in any discretionary easement acquired by a municipality, and shall fall within a range of values determined as

follows:

I. One end of the range shall consist of the value such land would have been assigned under the current use values established pursuant to RSA 79-A, if the land had met the criteria for open space land under that chapter.

II. The other end of the range shall be determined by multiplying 75 percent of the land's fair market value by the current equalization rate.

III. The local governing body shall have the discretion to set the value of the discretionary easement at a level within this range which it believes reflects the public benefit conferred by the property, under the criteria set forth in RSA 79-C:3 and RSA 79-C:5, I.

**79-C:8 Release of Easement, Expiration, Renewal, Consideration. –**

I. Any landowner who has granted a discretionary easement to a municipality pursuant to the terms of this chapter, after the effective date of this chapter, may apply to the local governing body of the municipality in which the property subject to a discretionary easement is located for a release from such easement upon a demonstration of extreme personal hardship. Upon release from such easement, a landowner shall pay the following consideration to the tax collector of the municipality:

(a) For a release within the first half of the duration of the easement, 20 percent of the RSA 75:1 full value assessment of such land.

(b) For a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such land.

II. The terms of agreement may include specification of an amount, if any, up to 10 percent of fair market value, to be paid upon final expiration of the terms of the discretionary easement or renewed discretionary easement.

III. Upon the expiration of the terms of the discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application; provided, however, that at the time of the original granting of the discretionary easement, the parties may include, as a term of the agreement, a provision for automatic renewal for the same term as the original. Such a provision may include the specification of the manner in which the tax assessment on the property for the next term is to be determined at the time of renewal.

IV. The tax collector shall issue a receipt to the owner of such land and a copy to the local governing body for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the owner who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release.

**79-C:9 Payment; Collection. –**

I. If a consideration is due under RSA 79-C:8, I or II, the assessed value shall be determined as of the actual date of the release or expiration. Any consideration is in addition to the annual real estate tax imposed upon the property, and shall be due and payable upon the release or expiration.

II. Any consideration shall be due and payable by the owner at the time of release or expiration to the municipality in which the property is located. If the property is located in an unincorporated town or unorganized place, the tax shall be due and payable by the owner at the time of release or expiration to the county in which the property is located. Moneys paid to a county under this chapter shall be used to pay for the cost of services provided in RSA 28:7-a and RSA 28:7-b. Any consideration shall be due and

payable according to the following procedure:

(a) The commissioner shall prescribe and issue forms to the local assessing officials for the consideration due, which shall provide a description of the property, the discretionary easement, the RSA 75:1 full value assessment, and the amount payable.

(b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the consideration along with a special tax warrant authorizing the collector to collect the consideration under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

(c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of tax. Such bill shall be mailed within 12 months of the release or expiration.

(d) Payment of the consideration shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any consideration not paid within the 30-day period.

**79-C:10 Exemption for Eminent Domain.** – If any of the land which is subject to a discretionary easement is condemned by any governmental agency or is acquired through eminent domain proceedings, the local governing body shall execute a release of the easement to the owner. None of the liquidated consideration provisions of RSA 79-C:8, I and II shall be applicable to releases granted pursuant to this section.

**79-C:11 Local Easement Programs.** – This chapter shall not be construed to limit the development of any other state, county, town, or city easement program for conservation, recreation, or other purposes.

**79-C:12 Lien for Unpaid Taxes.** – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-C:8.

**79-C:13 Enforcement.** – All taxes levied pursuant to RSA 79-C:8 which are not paid when due shall be collected in the same manner as provided in RSA 80.

**79-C:14 Rulemaking.** –

The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to:

I. The application procedures under RSA 79-C:4.

II. The payment and collection procedures under RSA 79-C:9.

**79-C:15 Applicability of Chapter.** – All discretionary easement applications which were granted by a municipal governing body on or before August 2, 1996 shall continue to be governed for the remainder of their term of years by RSA 79-A, including those provisions amended or repealed by 1996, 176. This chapter shall apply only to applications for discretionary easements granted after August 2, 1996. The intent of the legislature is to honor the statutory terms upon which the parties relied and under which discretionary easements were granted before the effective date of this chapter. When those easements granted on or before August 2, 1996 expire, they shall be subject to renewal under this chapter.



# 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)

CA  
Agenda  
4-9-24



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

TO: Board of Selectmen  
Steve Malizia, Town Administrator

April 9, 2024

FROM: Jim Michaud, Chief Assessor

RE: Residence in Industrial or Commercial Zones  
RSA 75:10 & RSA 75:11 (attached)  
Request for Approvals –  
Map 198 Lot 17 – 89 Lowell Rd;  
Map 198 Lot 148 – 104 Lowell Rd;  
Map 234 Lot 31 – 281 Lowell Rd;  
Map 234 Lot 42 – 2 Davenport Rd.  
Map 234 Lot 43 – 4 Davenport Rd.  
Map 251 Lot 7 – 81 River Road

**RECEIVED**  
APR 03 2024  
TOWN OF HUDSON  
SELECTMENS OFFICE

The Assessing Department has received applications (renewals) from residents/owners, whose properties are located within commercial/industrial zone classifications, to have their single family residential properties appraised at residential value levels, as opposed to their properties highest and best use's at commercial/industrial values. The applicable state law states that a property can be assessed on a residential use basis, in spite of it having a different land value because of its commercial/industrial zoning classification. The intent of the law is to forestall residential property owners from being forced to sell their homes because a zoning classification has resulted in their land having a different (higher in many cases) market value under a commercial/industrial zone classification. The actual forms for the BOS to sign have also been attached to this memo. The property has to be used residentially, and the property owner has to reside on site, all of the applicants meet the statutory requirements for approval.

***Motion: To approve the granting of a Residence in a Commercial/Industrial zone tax assessment classification for the properties located at; Map 198 Lot 17, 89 Lowell Road; Map 198 Lot 148 , 104 Lowell Rd.; Map 234 Lot 31, 281 Lowell Rd; Map 234 Lot 42, 2 Davenport Road; Map 234 Lot 43, 4 Davenport Road and Map 251 Lot 7, 81 River Road, as recommended by the Chief Assessor.***

**75:10 Definitions. –**

In this subdivision:

I. "Industrial or commercial zone" means any district designated by a local legislative body in a zoning ordinance in which business or industry are permitted uses of property.

II. "Residence" means the real estate which a person owns and occupies as the person's principal place of abode, and for no other purpose, together with any land or buildings appurtenant thereto, including manufactured housing if used for such purpose.

**75:11 Appraisal of Residences. –**

I. The owner of record of any residence located in an industrial or commercial zone may apply on or before April 15 of each year to the selectmen or assessors, on a form prepared by the selectmen or assessors, for a special appraisal of the residence for that year, based upon its value at its current use as a residence. After the initial application, reapplication may be made on a form which shall be sent to the applicant by the assessing officials with the inventory blank. If any owner shall satisfy the assessing officials that the owner was prevented by accident, mistake or misfortune from filing said application on or before April 15, the officials may receive the application at a later date and classify the residence under this section; but no such application shall be received after the local tax rate has been approved by the commissioner of revenue administration for that year.

II. The assessing officials shall notify the applicant on a form provided by the commissioner of revenue administration no later than July 1, or within 15 days if the application is filed after July 1, of their decision to classify or refusal to classify the applicant's residence by delivery of such notification to the applicant in person or by mailing such notification to the applicant's last and usual place of abode.

III. Prior to July 1 each year, the assessing officials shall determine if previously classified residences have been reapplied or have undergone a change in use. A list of all classified residences and their owners in each town or city shall be filed by the respective assessing officials each year. Such list shall be part of the inventory and subject to inspection as provided in RSA 76:7.

IV. The commissioner shall execute such other forms, procedures, and regulations as are needed to assure a fair opportunity for owners to qualify under this chapter and to assure compliance of uses on classified property.

V. [Repealed.]

VI. The selectmen or assessors shall make such a special appraisal of any eligible residence whose owner correctly applies in accordance with paragraph I, and shall assess the tax for that year on that special appraisal.

VII. Whenever the owner of a residence which has been classified as an eligible residence shall fail to reapply for a current use assessment, the property shall be assessed at its RSA 75:1 value for that year.





# 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)



6A

Agenda  
4-9-24

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

To: Board of Selectmen  
Steve Malizia, Town Administrator

April 9, 2024

From: Jim Michaud, Chief Assessor 

**RECEIVED**

Re: 2023 Property Tax Abatement Application  
Map 160 Lot 35 – 39 Rangers Drive

APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

The Assessing Department recommends that the BOS approve and sign the attached abatement form for the above referenced single-family property. The Town assessed the property for the 2023 property tax year at \$610,700, the Town's assessment ratio for 2023 is 86.4% and the ratio'd market value from the assessment above is \$706,829.

The property consists of a single-family, Colonial-style, property at 39 Rangers Drive, built circa 1985 +/-, on a .853 +/- AC site, with approx. 2,784 SF of living area. The applicant stated in their abatement application that the reasons for the abatement request were:

- Dated original interior and structures, no updates
- Shed roof poor condition
- Inground pool condition in deteriorated condition
- Other property assessments illustrate that their property is overassessed

The department was allowed to conduct an interior and exterior review of the property in following up on the application and the areas of the property record card adjusted are; Land value adjusted for topo/wet; bath count and type adjusted; overall composite condition lowered from "average-good" to "average"; inground pool condition lowered; 1 shed on assessment card deleted; 1 shed condition lowered.

The department recommends, after the above is taken into account, an adjustment from \$610,700 down to \$564,800.

**Draft Motion: To adjust the assessment on Map 160 Lot 35, 39 Rangers Drive from \$610,700 to \$564,800 as recommended by the Chief Assessor**

PROPERTY TAX ABATEMENT / ~~SUPPLEMENT~~  
TOWN OF HUDSON, NEW HAMPSHIRE

ACCOUNT # 7053 (Finance Acct# 4101)

DATE: April 9, 2024

PROPERTY OWNER NAME(S): Winchester, Stephen  
Winchester, Krystal

PROPERTY LOCATION: 39 Rangers Drive  
MAP / LOT / SUBLOT: Map 160 Lot 035 Sublot 000

REASON: As per BOS memo and BOS approval

TO: Christine Strout-Lizotte, TAX COLLECTOR:

PLEASE ISSUE AN ABATEMENT, WITH INTEREST, OF THE **2023** PROPERTY TAXES ON THE ABOVE-REFERENCED PROPERTY.

RECALCULATE AS FOLLOWS:

	<u>ORIGINAL VALUE</u>	<u>CORRECTED VALUE</u>
LAND	\$152,700	\$145,100
BUILDING	\$458,000	\$419,700
TOTAL VALUE	\$610,700	\$564,800
EXEMPTION(S)	\$0	\$0
NET TAXABLE VALUE	\$610,700	\$564,800
GROSS TAX	\$9,575.71	\$8,856.06
LESS VETERANS TAX CREDIT	\$0	\$0
NET TAX	\$9,575.71	\$8,856.06

**NET ABATEMENT: \$719.65**



HUDSON BOARD OF SELECTMEN

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\_\_\_\_\_  
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\_\_\_\_\_  
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KARA ROY

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HEIDI JAKOBY



**TOWN OF HUDSON**  
Office of the Chief Assessor

Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)  
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APR 03 2024

Agustin  
4-9-24

TOWN OF HUDSON  
SELECTMENS OFFICE



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

To: Board of Selectmen  
Steve Malizia, Town Administrator

April 9, 2024

From: Jim Michaud, Chief Assessor 

Re: 2023 property tax abatement - Pro-rated Assessments for Damaged Buildings  
Map 198 Lot 172 - 1 Cape Drive

The property referenced above suffered an unintended fire on 5/8/2023 that caused the primary building on the property to be uninhabitable. A state law, RSA 76:21, mandates that as long as the applicants have filed their abatement applications within 60 days of the fire event (or by March 1<sup>st</sup> whichever is later), and that the fire caused the property to be unoccupiable, and that the fire was unintended, that the property owners are eligible for a pro-ration of property taxes (attributable to the building only) for the remainder of that tax year. The property owner, and property, meet all of the above criteria, the proration goes from 5/8/2023 – 3/21/2024 (CO issue date). The property owners obtained permits to reconstruct, a CO was issued on 3/21/2024, and the 2024 assessment will reflect that permit activity. The attached abatement form tallies up the prorated property tax amount, for the building only, to be abated as per state law. We had to wait until the end of the property tax year to determine how many days of the property tax year that the building was unoccupiable.

***Motion: To approve an abatement for prorated 2023 property taxes for Map 198 Lot 172, 1 Cape Drive, as per the attached abatement forms, as recommended by the Chief Assessor.***

1CapeDrProratedAbate

PROPERTY TAX ABATEMENT / ~~SUPPLEMENT~~  
TOWN OF HUDSON, NEW HAMPSHIRE

ACCOUNT # 5175 (Finance Acct# 4101) DATE: April 9, 2024

PROPERTY OWNER NAME(S): Schubert, Patricia

PROPERTY LOCATION: 1 Cape Drive  
MAP / LOT / SUBLot: Map 198 Lot 172

REASON: Pro-rated property taxes on building for 2023 tax year per RSA 76:21

TO: CHRISTINE STROUT-LIZOTTE, TOWN CLERK/TAX COLLECTOR:

PLEASE ISSUE AN **ABATEMENT** OF THE **2023** PROPERTY TAXES AND ANY INTEREST ON THE ABOVE-REFERENCED PROPERTY.

RECALCULATE AS FOLLOWS:

	<u>Pro-rated Abatement</u>
LAND	\$132,000
BUILDING	\$308,100
TOTAL VALUE	\$440,100
EXEMPTED VALUE	\$0
NET TAXABLE VALUE	\$440,100
GROSS FINAL TAX	\$6,334.72
VETERAN'S TAX CREDIT	\$0
NET TAX	\$6,334.72
TAX ON BUILDING	\$4,831.01
TAX PER DIEM ON BUILDING	\$13.24
# OF DAYS UNINHABITABLE	317
PRO-RATED TAXES TO BE ABATED	\$4,197.08

**NET ABATEMENT: \$4,197.08**



HUDSON BOARD OF SELECTMEN

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**TOWN OF HUDSON**  
Office of the Chief Assessor

Jim Michaud  
Chief Assessor, CAE  
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APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFF




Aspdn  
4-9-24  
6A

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

To: Board of Selectmen  
Steve Malizia, Town Administrator

April 9, 2024

From: Jim Michaud, Chief Assessor 

Re: 2023 property tax abatement - Pro-rated Assessments for Damaged Buildings  
Map 139 Lot 40 - 12 Hummingbird Lane

The property referenced above suffered an unintended fire on 11/26/2023 that caused the primary building on the property to be uninhabitable. A state law, RSA 76:21, mandates that as long as the applicants have filed their abatement applications within 60 days of the fire event (or by March 1<sup>st</sup> whichever is later), and that the fire caused the property to be unoccupiable, and that the fire was unintended, that the property owners are eligible for a pro-ration of property taxes (attributable to the building only) for the remainder of that tax year. The property owner, and property, meet all of the above criteria, the proration goes from 11/26/2023 – 3/31/2024 (end of property tax year). The property owners recently obtained permits to reconstruct the property, it will be in a state of fire damage for the 2024 property tax year. The attached abatement form tallies up the prorated property tax amount, for the building only, to be abated as per state law. We had to wait until the end of the property tax year to determine how many days of the property tax year that the building was unoccupiable.

***Motion: To approve an abatement for prorated 2023 property taxes for Map 139 Lot 40, 12 Hummingbird Lane, as per the attached abatement forms, as recommended by the Chief Assessor.***

12HummingbirdLaneProratedAbate

PROPERTY TAX ABATEMENT / ~~SUPPLEMENT~~  
TOWN OF HUDSON, NEW HAMPSHIRE

ACCOUNT # 9791 (Finance Acct# 4101) DATE: April 9, 2024

PROPERTY OWNER NAME(S): Golden, Michael J.  
Golden, Tammie D.

PROPERTY LOCATION: 12 Hummingbird Lane  
MAP / LOT / SUBLOT: Map 139 Lot 40

REASON: Pro-rated property taxes on building for 2023 tax year per RSA 76:21

TO: CHRISTINE STROUT-LIZOTTE, TOWN CLERK/TAX COLLECTOR:

PLEASE ISSUE AN **ABATEMENT** OF THE **2023** PROPERTY TAXES AND ANY INTEREST ON THE ABOVE-REFERENCED PROPERTY.

RECALCULATE AS FOLLOWS:

	<u>Pro-rated Abatement</u>
LAND	\$154,000
BUILDING	\$432,800
YARD ITEMS	\$9,200
TOTAL VALUE	\$596,000
EXEMPTED VALUE	\$0
NET TAXABLE VALUE	\$596,000
GROSS FINAL TAX	\$9,345.28
VETERAN'S TAX CREDIT	\$600.00
NET TAX	\$8,745.28
TAX ON BUILDING	\$6,786.30
TAX PER DIEM ON BUILDING	\$18.59
# OF DAYS UNINHABITABLE	127
PRO-RATED TAXES TO BE ABATED	\$2,360.93

**NET ABATEMENT: \$2,360.93**



HUDSON BOARD OF SELECTMEN

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# TOWN OF HUDSON

Office of the Assessor

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


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

To: Board of Selectmen  
Steve Malizia, Town Administrator

April 9, 2024

From: Jim Michaud, Chief Assessor 

**RECEIVED**

Re: 2023 Property Tax Abatement Application  
Map 168 Lot 9 – 2 Madison Drive

APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

The Assessing Department recommends that the BOS approve and sign the attached abatement form for the above referenced single-family property. The Town assessed the property for the 2023 property tax year at \$431,800, the Town's assessment ratio for 2023 is 86.4% and the ratio'd market value from the assessment above is \$499,769.

The property consists of a single-family, Ranch-style, property at 2 Madison Drive, built circa 1968 +/-, on a .894 +/- AC site, with approx. 1,680 SF of living area. The applicant stated in their abatement application that the reasons for the abatement request were:

- Lot's side frontage on high/heavy traffic feeder road, aka Brox traffic
- Said truck traffic, 18-wheelers, dump truck noise/fumes/soot – external depreciation
- Building footprint illustrates restricting setbacks for decks etc
- Shape and topo site characteristics inhibit effective site utility

The department was allowed to conduct an interior and exterior review of the property in following up on the application and the areas of the property record card adjusted are; Land value adjusted as per application comments and site visit; basement garage location and size is basically a ½ basement garage; overall composite building condition adjusted from "very good" condition to "good" condition.

The department recommends, after the above is taken into account, an adjustment from \$431,800 down to \$413,000.

**Draft Motion: To adjust the assessment on Map 168 Lot 9, 2 Madison Drive from \$431,800 to \$413,000 as recommended by the Chief Assessor**

PROPERTY TAX ABATEMENT / ~~SUPPLEMENT~~  
TOWN OF HUDSON, NEW HAMPSHIRE

ACCOUNT # 3996 (Finance Acct# 4101)

DATE: April 9, 2024

PROPERTY OWNER NAME(S): Patterson, Richard M.  
Patterson, Molly

PROPERTY LOCATION: 2 Madison Drive  
MAP / LOT / SUBLOT: Map 168 Lot 009 Sublot 000

REASON: As per BOS memo and BOS approval

TO: Christine Strout-Lizotte, TAX COLLECTOR:

PLEASE ISSUE AN **ABATEMENT**, WITH INTEREST, OF THE **2023** PROPERTY TAXES ON THE ABOVE-REFERENCED PROPERTY.

RECALCULATE AS FOLLOWS:

	<u>ORIGINAL VALUE</u>	<u>CORRECTED VALUE</u>
LAND	\$155,500	\$133,000
BUILDING	\$276,300	\$279,700
TOTAL VALUE	\$431,800	\$413,000
EXEMPTION(S)	\$0	\$0
NET TAXABLE VALUE	\$431,800	\$413,000
GROSS TAX	\$6,770.62	\$6,475.84
LESS VETERANS TAX CREDIT	\$0	\$0
NET TAX	\$6,770.62	\$6,475.84

**NET ABATEMENT: \$294.78**



HUDSON BOARD OF SELECTMEN

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BOB GUESSFERD, CHAIRMAN

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HEIDI JAKOBY





# 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)



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

To: Board of Selectmen  
Steve Malizia, Town Administrator

April 9, 2024

From: Jim Michaud, Chief Assessor 

**RECEIVED**

Re: 2023 Property Tax Abatement Application  
Map 168 Lot 51 – 1 Madison Drive

APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

The Assessing Department recommends that the BOS approve and sign the attached abatement form for the above referenced single-family property. The Town assessed the property for the 2023 property tax year at \$429,600, the Town's assessment ratio for 2023 is 86.4% and the ratio'd market value from the assessment above is \$497,222.

The property consists of a single-family, Ranch-style, property at 2 Madison Drive, built circa 1968 +/-, on a .474 +/- AC site, with approx. 1,908 SF of living area. The applicant stated in their abatement application that the reasons for the abatement request were:

- Lot's side frontage on high/heavy traffic feeder road, aka Brox traffic
- Said truck traffic, 18-wheelers, dump truck noise/fumes/soot – external depreciation
- Building footprint illustrates restricting setbacks for decks etc
- Shape and topo site characteristics inhibit effective site utility

The department was allowed to conduct an interior and exterior review of the property in following up on the application and the areas of the property record card adjusted are; Land value adjusted as per application comments and site visit; finished basement area condition was lowered, generator condition was lowered.

The department recommends, after the above is taken into account, an adjustment from \$429,600 down to \$414,400.

**Draft Motion: To adjust the assessment on Map 168 Lot 51, 1 Madison Drive from \$429,600 to \$414,400 as recommended by the Chief Assessor**

6A  
Agenda  
4-9-24

PROPERTY TAX ABATEMENT / ~~SUPPLEMENT~~  
TOWN OF HUDSON, NEW HAMPSHIRE

ACCOUNT # 3038 (Finance Acct# 4101)

DATE: April 9, 2024

PROPERTY OWNER NAME(S): Ward, David R.  
Ward, Nina M.

PROPERTY LOCATION: 1 Madison Drive  
MAP / LOT / SUBLLOT: Map 168 Lot 051 Sublot 000

REASON: As per BOS memo and BOS approval

TO: Christine Strout-Lizotte, TAX COLLECTOR:

PLEASE ISSUE AN **ABATEMENT**, WITH INTEREST, OF THE **2023** PROPERTY TAXES ON THE ABOVE-REFERENCED PROPERTY.

RECALCULATE AS FOLLOWS:

	<u>ORIGINAL VALUE</u>	<u>CORRECTED VALUE</u>
LAND	\$138,400	\$118,700
BUILDING	\$291,200	\$295,700
TOTAL VALUE	\$429,800	\$414,400
EXEMPTION(S)	\$0	\$0
NET TAXABLE VALUE	\$429,800	\$414,400
GROSS TAX	\$6,736.12	\$6,497.79
LESS VETERANS TAX CREDIT	\$0	\$0
NET TAX	\$6,736.12	\$6,497.79

**NET ABATEMENT: \$238.33**



HUDSON BOARD OF SELECTMEN

\_\_\_\_\_  
BOB GUESSFERD, CHAIRMAN

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\_\_\_\_\_  
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\_\_\_\_\_  
KARA ROY

\_\_\_\_\_  
HEIDI JAKOBY

6 D



# TOWN OF HUDSON FIRE DEPARTMENT

39 FERRY STREET, HUDSON, NEW HAMPSHIRE 03051



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

Scott J. Tice  
Chief of Department

TO: Bob Guessferd  
Chairman, Board of Selectmen

FR: Scott Tice *ST*  
Fire Chief

DT: April 1, 2024

RE: Donation Acceptance – April 9, 2024 BOS Consent Agenda

**RECEIVED**

APR 03 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

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

We received a check for donation in the amount of \$525.00 from John Bue for our Explorer program.

We would request the Board of Selectmen accept this donation with thanks. Upon your acceptance, we will send Mr. Bue a thank you note for his donation.

**Motion:**

To authorize the Fire Chief to accept the \$525.00 donation from John Bue for our Explorer program, to be deposited into the Fire Department's General Donation fund (4557) for Explorers future use.

*J-A Agenda  
4-9-24*



# TOWN OF HUDSON

## Engineering Department



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

**RECEIVED**

*APR 13 2024*

TOWN OF HUDSON  
SELECTMENS OFFICE

TO: Steve Malizia, Town Administrator  
Board of Selectmen

FROM: Elvis Dhima, P.E., Town Engineer  
Jason Twardosky, Public Works Director

DATE: April 3, 2024

RE: Status Update on Adam Drive Culvert

We have been monitoring the situation at the location listed above for the past few months due to damage related to the significant 50-year storm event we experienced in late December 2023. This site was most recently inspected on March 8, 2024 by Engineering and Public Works and the situation has continued to deteriorate. At this time, part of the headwall on the downstream side has collapsed, there are significant and substantial erosion issues downstream, and the upstream headwall is cracked and in need of reinforcement.

This situation needs to be addressed in the very near future, and significant funds will be required to address this matter. Abutters have been notified that the town is monitoring the situation and in the process of evaluating the best and most cost effective way to address this problem.

Our intent is to utilize the Drainage Capital Reserve funds that will be available July 1, 2024 for the engineering services and seek a warrant article in March 2025 for the construction phase of this project.

**Motion**

To authorize the Town Engineer to obtain engineering services for this project.







# TOWN OF HUDSON

## Engineering Department



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

8-B Agendas 4-9-24  
**RECEIVED**

APR 02 2024

TOWN OF HUDSON  
SELECTMENS OFFICE

**TO:** Steve Malizia, Town Administrator  
Board of Selectmen

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

**DATE:** March 29, 2024

**Subject:** Solar Farms – West Road Landfill

Kearsarge Energy, out of Boston, MA, was selected by the Board of Selectmen for this project in 2023 and a warrant article related to the long term lease was approved in March of 2024. This project, if executed, will require State permit approval and will be subject to the current landfill closure permit restrictions in place.

The solar farm project is intended to be located at the capped landfill area and will include the top of the landfill, currently being used by an RC club. Based on the testimony by the club members and available GIS imagery, it appears that construction activity related to the airfield took place without State or Board of Selectmen approval. Town staff at that time and present have no authority to approve any construction activity that contradicts the current landfill restrictions and conditions in place.

The construction activities took place after the Town received the landfill cap closure permit in 1992 and they include the following:

1. Significant topographic change to the landfill crown area of approximately 3 acres, where the airfield is currently located, which was achieved by bringing in fill and using heavy equipment to grade the site.

2. The location of the access road to the top of the landfill was changed. Approximately 350 feet of access road was constructed in violation of the final design closure permit in place from the State, which currently states the following:

*In our opinion, an access roadway on the landfill cap is necessary to provide safe access for equipment and materials during construction and for maintenance of the cover materials and gas vents following construction. By providing an access road, traffic over the landfill cap can be restricted to an area that is designed specifically for this type of loading. After construction, access to the roadway will be restricted by chain-link fencing and a lock gate as shown on the drawings. GZA has modified the design of the road to include 8 inches of crushed gravel underlain by a woven stabilization fabric and around*

*36" of protective sand cover and over the HDPE membrane. Our calculations indicate that the loads imposed on the membrane by the H-20 loading will not be overstress the membrane for the roadway section described above.*

3. Construction of the buildings without Town or State approval and their possible impact to the membrane of the capped landfill.

4. Construction of fences and fence posts without Town or State approval and their possible impacts to the membrane of the capped landfill.

The main concern right now is traffic over the landfill that could compromise the integrity of the membrane and the installation of pylons supporting the buildings and fence posts.

At this time, no matter which direction the board goes, the New Hampshire Department of Environmental Services will be involved moving forward to address this matter.

Below are motions for your consideration:

**First Motion:**

To restrict activities to only maintenance and compliance at the capped landfill and restrict unauthorized driving until further action from the Town's Board of Selectmen.

**Second Motion:**

To authorize the Town Engineer to seek engineering and environmental services for the landfill.

**Third Motion:**

To notify the RC Club about their intentions and possible costs related to this matter.

**Fourth Motion:**

To notify Kearsarge of this matter and ask if they are still interested in the project.



1998 Flyover



2005 Flyover





**1998 to 2005 Change of Road Access**





CARL 840257

FILU  
HUDSON  
MUR 4/E

GOLDBERG-ZOINO & ASSOCIATES, INC.  
CONSULTING ENGINEERS/GEOLOGISTS/ENVIRONMENTAL SCIENTISTS

LOG #: 231-89 DATE REC'D: 6/21 Airpark Business Center 380 Harvey Road Manchester, New Hampshire 03103  
(603) 623-3600 FAX (603) 624-9463

# COPIES REC'D: 3

DATE PROJECT ASSIGNED \_\_\_\_\_

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

COMMENTS: \_\_\_\_\_

RESPONSE SENT: \_\_\_\_\_ June 20, 1989  
File No. D-20034.1 C

State of New Hampshire  
Department of Environmental Services  
Waste Management Division  
Bureau of Solid Waste  
6 Hazen Drive  
Concord, New Hampshire 03301-6509

RECEIVED

JUN 21 1989

SOLID WASTE MGT.

Attention: Mr. Thomas L. Sweeney, Administrator

Re: Final Closure Design  
Hudson Landfill  
Hudson, New Hampshire

Gentlemen:

In response to your letter to the Hudson Board of Selectmen dated March 3, 1989, Goldberg-Zoino & Associates, Inc. (GZA) has addressed the conditions of approval and design modifications to the final closure plan for the Hudson Landfill in Hudson, New Hampshire.

Revisions to the final closure plans to address the conditions of approval include the following:

WATER QUALITY SAMPLING

- The water quality sampling program has been expanded to include the compounds listed in your March 13, 1989 letter. The revised list of compounds includes iron, manganese, chlorides, lead, cadmium, chromium, pH, specific conductance, chemical oxygen demand, and volatile organic compounds using EPA Method 624. It is our understanding that the water quality sampling program will be reviewed by GZA and the Division after one year and that modifications will be recommended by GZA to the Division at that time, if appropriate.

Copyright 1989 Goldberg-Zoino & Associates, Inc.

- . Monitoring well R-3 will be included in the water quality sampling program as the upgradient well rather than monitoring well R-4.

#### SAND BEDDING AND COVER

- . The gradation requirements for sand bedding and cover for the HDPE membrane have been modified such that 100 percent of the bedding and cover materials will be finer than the 2-inch sieve. Section 02200, Part 2.1.a of the project specifications is attached.

#### GROUNDWATER INTERCEPTOR CHANNEL

- . The design of the groundwater interceptor channel has been modified to include grouting the bottom of the channel with lean concrete. See the attached Section 02150, Part 3.3.e and the project drawings (Sheet 5).
- . Blasting guidelines and the criteria used to determine competent bedrock are included in the attached technical specifications for the groundwater interceptor channel (Section 02150) and specifications for noise and vibration control (Section 02220).

#### HDPE MEMBRANE

- . At the HDPE membrane/groundwater interceptor channel interface, the HDPE membrane will be keyed into the lean concrete placed in the channel invert as shown on Sheet 5 of the revised drawings.
- . HDPE product requirements and quality control/quality assurance testing procedures are included in the attached technical specifications for the HDPE cap (Section 02550).

#### ACCESS ROADWAY

- . In our opinion, an access roadway on the landfill cap is necessary to provide safe access for equipment and materials during construction and for maintenance of the cover materials and gas vents following construction. By providing an access road, traffic over the landfill cap can be restricted to an area that is designed specifically for this type of loading. After construction, access to the roadway will be restricted by chain-link fencing and a locking gate as shown on the drawings.



State of New Hampshire - June 20, 1989 - File No. D-20034.1  
Page 3

GZA has modified the design of the roadway to include 8 inches of crushed gravel underlain by a woven stabilization fabric and 36 inches of protective sand cover over the HDPE membrane. Our calculations (attached) indicate that the loads imposed on the membrane by an H-20 loading will not overstress the membrane for the roadway section described above. A detail of the roadway section is included on the drawings (Sheet 6).

Please note that we have made the following minor revisions to the drawings beyond the conditions listed in your March 3, 1989 letter:

- . The existing topography on Sheets 1 through 4 has been updated to reflect ground surface topography shown on a plan prepared by A.H. Swanson, Inc. of Nashua, New Hampshire entitled "Topography Plan, West Road, Hudson, New Hampshire" dated January 19, 1989.
- . Final grading on Sheet 3 has been revised in the southeast corner of the landfill to provide additional space for refuse disposed at the landfill since 1984 and for shredded tires from the tire pile located on the site. The horizontal limits of the landfill were shifted approximately 10 feet to the south in the southeast corner.
- . A perimeter fence, access gate, and erosion control were added to Sheet 3.
- . A cross-section of the landfill was added to Sheet 6.
- . The existing ground surface shown on the groundwater interceptor profile (Sheet 5) was revised to reflect the updated topography.
- . The gas vent detail shown on Sheet 6 was revised.
- . A pipe bedding detail was added to Sheet 6.



State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**  
 6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095  
 603-271-3503 FAX 603-271-2867  
 TDD Access: Relay NH 1-800-735-2964

840257



**RECEIVED**

OCT 02 1992

October 1, 1992

ENVIRONMENTAL SERVICES

Mr. Mark Devine  
 Public Works Manager  
 Town Office  
 12 School Street  
 Hudson, NH 03051

RE: **ENV-WM 315, NOTICE REQUIREMENTS AND TEMPORARY PERMITS  
 NEST ROAD, HUDSON, TEMPORARY PERMIT # DES-SW-TP-92-019**

Dear Mr. Devine:

Attached please find Permit No. DES-SW-TP-92-019 dated October 1, 1992 which is issued by the New Hampshire Department of Environmental Services, Waste Management Division. This permit is issued in accordance with the requirements of Part Env-Wm 315 of the New Hampshire Solid Waste Rules.

Please contact the District Inspector, Mr. Joseph Tristaino at 271-2925, if you have any questions.

Sincerely,

Richard S. Reed  
 Supervisor  
 Solid Waste Compliance Section

RSR/JTT/neo/WPP75  
 cc: George Lombardo, GPB  
 Pamela H. Sprague, PADRS  
 Hudson Town File/DB  
 Joseph T. Tristaino, SWCS

**AIR RESOURCES DIV.**  
 64 No. Main Street  
 Caller Box 2033  
 Concord, N.H. 03302-2033  
 Tel. 603-271-1370  
 Fax 603-271-1381

**WASTE MANAGEMENT DIV.**  
 6 Hazen Drive  
 Concord, N.H. 03301  
 Tel. 603-271-2900  
 Fax 603-271-2456

**WATER RESOURCES DIV.**  
 64 No. Main Street  
 P.O. Box 2008  
 Concord, N.H. 03302-2008  
 Tel. 603-271-3406  
 Fax 603-271-1381

**WATER SUPPLY & POLLUTION CONTROL DIV.**  
 P.O. Box 95  
 Concord, N.H. 03302-0095  
 Tel. 603-271-3503  
 Fax 603-271-2181



**SOLID WASTE MANAGEMENT FACILITY  
TEMPORARY PERMIT**

as authorized by the  
NH Department of Environmental Services, Waste Management Division  
pursuant to RSA 149-M and Part Env-Wm 315 of the New Hampshire Solid Waste Rules

**I. PERMIT/FACILITY IDENTIFICATION:**

**Permit No.:** DES-SW-TP-92-019  
**Facility Type:** Unlined Landfill  
**Facility Name:** Hudson Town Landfill  
**Facility Location:** West Road  
**Permittee/Facility Operator:** Town of Hudson  
**Service Type:** Limited Public  
**Facility Owner:** Town of Hudson  
**Property Owner:** Town of Hudson  
**Facility Capacity:** Closed, 11 Acres ±

**II. FILE REFERENCE/RECORD:**

Date(s) Env-Wm 315 notification based on closure design materials received:  
July 1, 1988, June 20, 1989, December 15, 1990, March 20, 1991, April 4, 1991, April 25,  
1991, March 6, 1992.  
WMD Log #(s): 247-88, 231-89, 740-90, 566-91, 552-91.

**III. TERMS AND CONDITIONS:** See Attached.

**IV. EFFECTIVE DATE:** From date of signature below.

**V. AUTHORIZATION:** Pursuant to RSA Chapter 149-M:10 and Part Env-Wm 315 of the New Hampshire Solid Waste Rules, this permit is hereby issued to the permittee as identified in Section I above, pursuant to the requirements of Section III above.

**BY EXERCISING ANY RIGHTS UNDER THIS PERMIT, THE PERMITTEE HAS AGREED TO ALL TERMS AND CONDITIONS OF THE PERMIT.** Failure to comply with these terms and conditions could result in civil penalties, suspension or revocation of the permit.

No liability is incurred by the State of New Hampshire by reason of any approval of this solid waste facility.

This temporary permit shall not be construed in any way as (1) an authorization of any activity which occurred prior to the effective date of the temporary permit; (2) an authorization of any activity that does not comply with the terms of the permit as set forth above; or (3) a waiver of any cause of action for violation(s) of RSA 149-M or of rules in effect when the violation(s) occurred.

  
Philip J. O'Brien, Ph.D., Director  
Waste Management Division

October 1, 1992  
Date

Contact the Waste Management Division, Solid Waste Compliance Section, 6 Hazen Drive, Concord, N.H. [telephone (603)-271-2925] if there are questions.

**Hudson Landfill  
Hudson, NH  
DES-SW-TP-92-019  
October 1, 1992**

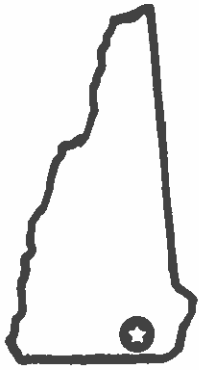


### **TERMS AND CONDITIONS**

- (1) The facility shall be closed in accordance with the closure plans approved by the Department of Environmental Services, Waste Management Division, referenced under Section II above.
- (2) Closure design of the Hudson landfill was approved by letter dated September 8, 1989, from the Department of Environmental Services, Waste Management Division to the Town of Hudson in accordance with materials referenced in Section II above.
- (3) The closed facility shall be maintained in accordance with the plans referenced under Section II above.
- (4) Facility closure shall comply with Parts Wm 308, 311 and 312 of the Rules.
- (5) The permittee shall comply with the conditions set forth in the Groundwater Permit #GWP-8905-12H, issued June 20, 1989



8-C Agenda  
4-9-24




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



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator 

Date: March 28, 2024

Re: NH Attorney General Opioid Settlement Participation Forms

The New Hampshire Attorney General's office has negotiated five (5) opioid settlement agreements with five companies related to their opioid conduct in New Hampshire. The agreements are similar to previous settlements that the Town has been presented with. The Attorney General's office is requesting the Town to sign participating agreements for all five (5) of the settlements, agreeing to not bring opioid related lawsuits against them in the future. Attorney Lefevre has reviewed the Attorney General's request and the participation agreements and sees no reason why the Board shouldn't sign the participation agreements. Should the Board of Selectmen vote to approve this request, the following motion is appropriate:

***Motion: To authorize the Town Administrator to sign Participation Forms for Allergan Finance, LLS, CVS Health Corporation and CVS Pharmacy, Walmart, Walgreens and Teva Pharmaceutical as requested by the New Hampshire Attorney General's office.***

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

## Malizia, Steve

---

**From:** Boffetti, James <James.T.Boffetti@doj.nh.gov>  
**Sent:** Tuesday, March 26, 2024 1:37 PM  
**To:** Malizia, Steve  
**Subject:** FW: Opioid Settlement Participation Forms  
**Attachments:** Allergan Finance Subdivision Participation Form.pdf; CVS Subdivision Participation Form.pdf; Walmart Subdivision Participation Form.pdf; Walgreens Subdivision Participation Form.pdf; Teva Finance Subdivision Participation Form.pdf

**Importance:** High

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

Thanks for the call back. Here are the 5 participation forms and the initial email. Please call with any questions.

*James T. Boffetti*  
*Deputy Attorney General*  
*New Hampshire Department of Justice*  
*1 Granite Place South*  
*Concord, NH 03301*  
*603.271.0302 direct*  
*603.724-0174 cell*

**STATEMENT OF CONFIDENTIALITY**

The information contained in this electronic message and any attachments may contain confidential or privileged information and are intended for the exclusive use of the addressee(s). Please notify the Attorney General's Office immediately at 603-271-3658 or reply to [justice@doj.nh.gov](mailto:justice@doj.nh.gov) if you are not the intended recipient and destroy all copies of this electronic message and any attachments.

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**From:** Wheeler, Chantell <[Chantell.B.Wheeler@doj.nh.gov](mailto:Chantell.B.Wheeler@doj.nh.gov)> **On Behalf Of** Boffetti, James  
**Sent:** Friday, February 16, 2024 12:00 PM  
**To:** Boffetti, James <[James.T.Boffetti@doj.nh.gov](mailto:James.T.Boffetti@doj.nh.gov)>  
**Cc:** Wheeler, Chantell <[Chantell.B.Wheeler@doj.nh.gov](mailto:Chantell.B.Wheeler@doj.nh.gov)>  
**Subject:** Opioid Settlement Participation Forms  
**Importance:** High

Good afternoon –

Attached please find important settlement participation forms related to the State's recent opioid settlements. As in past settlements, the defendants have identified a number of primary, non-litigating political subdivision from whom they require participating agreements in order for New Hampshire to maximize the amount of settlement money we receive. Therefore, it is important that you review the attached settlement participation forms.

The New Hampshire Department of Justice has negotiated separate settlements with five companies related to their opioid conduct. Three of the companies are major pharmacy chains (CVS, Walgreens and Walmart) and two of them are opioid manufacturers (Teva

and Allergan). The settlements, in total, will bring approximately \$100 million dollars into New Hampshire to help fight the opioid crisis. All of the money received by New Hampshire will be used for opioid abatement projects. Your jurisdiction is eligible to apply to the Opioid Abatement Commission for a share of these funds. Details about the activities of the Opioid Abatement Commission can be found at: <https://www.dhhs.nh.gov/about-dhhs/advisory-organizations/nh-opioid-abatement-trust-fund-advisory-commission>.

You will likely remember that in past settlements, the defendants have insisted on participating agreements from all primary non-litigating political subdivisions in the state (cities or towns with a population of at least 10,000), as a condition to receive the full payment amount under the settlement.

As in past settlements, your jurisdiction has been identified as one of those subdivisions from which the defendants want participation agreements. In essence, these defendants want some assurance that this settlement will end their exposure for their opioid conduct and that you will not bring an opioid-related lawsuit against them in the future. We ask that you review this material, and that you sign participation agreements for all 5 settlements. Forms for each settlement are attached to this email. Each of the settlement agreements can be found on the DOJ website, linked here. [National Opioid Settlement Information | NH Department of Justice](#)

In the past, your jurisdiction signed these participation agreements, and we were able to maximize payments in those settlements. We are hoping that you will do so again, so that we can maximize the amount of opioid abatement funds that New Hampshire will receive from these five settlements.

Time is of the essence in securing signed agreements from all of the primary nonlitigating subdivisions. We would ask that you return signed releases to me within the next 30 days.

I am available at your convenience to answer any of your questions.

*James T. Boffetti*  
*Deputy Attorney General*  
*New Hampshire Department of Justice*  
*1 Granite Place South*  
*Concord, NH 03301*  
*603.271.0302 direct*  
*603.724-0174 cell*

STATEMENT OF CONFIDENTIALITY

The information contained in this electronic message and any attachments may contain confidential or privileged information and are intended for the exclusive use of the addressee(s). Please notify the Attorney General's Office immediately at 603-271-3658 or reply to [justice@doj.nh.gov](mailto:justice@doj.nh.gov) if you are not the intended recipient and destroy all copies of this electronic message and any attachments.

**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity:	State: New Hampshire
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement in the matter of Allergan Finance, LLS (f/k/a Actavis, Inc., which, in turn was f/k/a Watson Pharmaceuticals, Inc.) and Allergan Limited (f.k.a Allergan plc, which, in turn, was f/k/a Actavis plc) (collectively “Allergan.”), dated November 22, 2022, and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

7. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Allergan Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

10. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

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

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

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

**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity:	State: New Hampshire
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement in the matter of CVS Health Corporation and CVS Pharmacy (together, “CVS”) dated December 9, 2022, and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

10. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

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

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

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

**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity:	State: New Hampshire
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.
10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

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

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

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

**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity:	State: New Hampshire
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022, in the matter of Walgreen Co. and Walgreens Boots Alliance, Inc. (together “Walgreens”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

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

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

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

**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity:	State: New Hampshire
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement in the matter of Teva Pharmaceutical Industries, Teva Pharmaceuticals USA, Inc., Cephalon Inc., Watson Laboratories, Inc., Actavis Pharma, Inc. f/k/a Watson Pharma, Inc. and Actavis LLC (collectively “Teva.”), dated November 22, 2022, and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



7. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

10. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

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

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

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

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



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

8-D Agula  
4-9-24



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: April 3, 2024

Re: Invitation to Bid – Town Hall Building Assessment

Attached please find an Invitation to Bid for Town Hall Building Assessment and the Request for Proposals for Town Hall Building Assessment. As you may recall, during the Fiscal Year 2025 budget deliberations, the Board of Selectmen discussed using funding from the Fiscal Year 2024 budget to conduct an assessment of the current Town Hall facility. In order to determine the amount of funding needed, bids will be solicited so that the Board can make an informed decision before the end of the current Fiscal Year. Should the Board of Selectmen approve the Invitation to Bid and the Request for Proposals for a Town Hall Building Assessment, the following motion is appropriate:

***Motion: To approve the Invitation to Bid and the Request for Proposals for the Town Hall Building Assessment as recommended by the Town Administrator.***

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

## **INVITATION TO BID**

Sealed Bids will be received at the Town Hall Offices, Office of the Town Clerk, 12 School Street, Hudson, NH, until **10:00 AM, local time, May 10, 2024**, for the following project:

### **TOWN HALL BUILDING ASSESSMENT HUDSON, NEW HAMPSHIRE**

Bids submitted or received after this date and time will not be accepted. This project is 100% funded by the Town of Hudson.

All questions with regard to the Invitation to Bid should be addressed (in writing only) to the attention of:

Elvis Dhima, P.E.  
Town of Hudson  
Engineering Department  
12 School Street  
Hudson, NH 03051  
edhima@hudsonnh.gov

**A MANDATORY PRE-BID MEETING WILL BE HELD ON APRIL 30, 2024 AT TOWN HALL AT 11:00 AM.**

**THIS IS AN ASSESSMENT/DESIGN PROJECT.**

The deadline for all questions shall be at 10:00 a.m. on **MAY 3, 2024**.

The successful bidder shall comply with all applicable Federal, State, and local laws, ordinances, rules, regulations, and codes in the performance of this contract.

The bids will be evaluated based on cost and experience of the bidder.

All qualified bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin. The Town of Hudson is an equal opportunity employer.

The TOWN reserves the right to waive any informalities, to negotiate with any bidder and to accept or reject any or all bids, as deemed to be in the best interest of the Town. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

All the bid package information will be available on the Town website.

**Town of Hudson, New Hampshire**

**Request for Proposals**

**Town Hall Building Assessment**

**April 9, 2024**

# **Town of Hudson, New Hampshire**

## **Request for Proposals**

### **Town Hall Building Assessment**

#### **I. INTRODUCTION**

The Town of Hudson, New Hampshire is requesting proposals from architectural, engineering or other technical service firms to provide professional services to the Town. Hudson is a municipality serving a residential population of approximately 26,000 in Hillsborough County, New Hampshire. The Town provides a range of municipal services to its residents, businesses and visitors.

The Town seeks the services of a qualified and experienced consultant to conduct a facility needs and site analysis of the Hudson Town Hall, 12 School Street. This study will require the consultant to do the following:

1. Review the existing services provided at the Town Hall.
2. Determine programmatic space needs for each department that will be required to provide projected future services.
3. Examine the current Town Hall and determine its adequacy to provide these services.
4. Provide an estimate of cost for renovation to meet the needs of the departments and public.

All such work shall be done under the direction of the Town Administrator or his/her designee. The scope of services does not include design of any municipal structures.

#### **Description of Municipal Building**

The Hudson Town Hall is home to town administrative offices and accommodates approximately 35 employees. Offices operating out of the Town Hall include the Board of Selectmen, Town Administrator, Town Clerk/Tax Collector, Assessing, Finance, Welfare Assistance, Information Technology, Inspectional Services, Land Use, and the Water and Sewer Utilities. The Trustees of the Trust Funds, Supervisors of the Checklist, Town Treasurer and the Moderator also work out of Town Hall. Town Hall also serves as the meeting place for the Board of Selectmen, Planning Board, Zoning Board of Adjustment, Budget Committee and other Town committees. The Annual Town Meeting and elections are held at another location.

The Building was originally constructed in the 1960's and additional space was added in the 1970's and 1980's. The building has also sat various times included space for the Police Department.

## **Building and Site**

The building is a one story wood framed structure on a poured foundation. There are also offices, bathrooms and meeting spaces in the finished portion of the basement.

The building is approximately 12,600 square feet and it is approximately 25 feet high. The exterior is brick and vinyl sided. The roof consists of asphalt shingles with a section of rubber membrane material. The roof was replaced in 2019.

The heating systems are natural gas fired boilers connected to air ducts with multiple zones. Cooling to some office and meeting rooms is supplied by mini-split systems. The building has a fire alarm system and has sprinklers for fire protection.

The building is mostly insulated. The interior finish is painted gypsum board and brick. The floors are carpeted and the bathrooms are tiled or linoleum. The ceilings are suspended panels with recessed fluorescent lighting fixtures.

The building is located on a 1.3 acre lot, with parking for 44 vehicles. The Central Fire station is connected to the building on the right hand side.

## **II PROCEDURES**

### **A. MANDATORY PRE-PROPOSAL CONFERENCE**

**There will be a mandatory pre-submission meeting at the Hudson Town Hall, 12 School Street, Hudson, NH at 11:00 a.m. on April 30, 2024.**

This meeting will consist of a walkthrough of the Town Hall. Staff will be available to answer any questions from potential respondents.

### **B. INQUIRIES**

Questions about the RFP and the submission of Proposals shall be directed to:

Elvis Dhima, P.E.

Town Engineer

[edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov)

Technical inquiries should also be directed to [edhima@hudsonnh.gov](mailto:edhima@hudsonnh.gov).

It is requested that any and all contact with the authorized contact person be made by email. No contact with any other Town personnel other than the authorized contact person is allowed until such time as an award has been made. Violation of this provision may be grounds for immediate

disqualification. Questions about the RFP, and the submission and content of the Proposal must be directed to the authorized contact person. Selected Proposers may be contacted by the Town's authorized contact person with questions aimed at clarifying their submission.

### **C. SUBMISSION OF PROPOSALS**

**Proposals must be sealed and marked "RFP- Municipal Facility Study" and be delivered to the Town Clerk, Town of Hudson, 12 School Street, Hudson, NH 03051, on or before 10:00 a.m. on May 10, 2024.**

Proposals must be received at the above address before the end of the submission period, either by hand delivery, courier or U.S. Mail in a sealed envelope. Electronic submittals will not be considered and the Town is under no obligation to return Proposals. Proposals received after the submission deadline will be rejected and not considered.

### **D. METHOD OF SELECTION**

Town Staff will evaluate each Proposal with emphasis on the following factors.

- a.) Experience in performing commercial and municipal building inspection, building and fire code analysis, land use and planning services.
- b.) Demonstrated relevant experience and past history in completing projects of comparable value and scope to the type contemplated in this RFP.
- c.) Cost.
- d.) Expertise and technical approach of the Proposal, explaining the degree to which the Proposer's interpretation of the work meets the needs and goals of the Town.
- e.) Quality of project teams' overall organizational strength.
- f.) References and interview

After review and consideration, the Town Administrator will forward a recommendation for award to the Board of Selectmen for its consideration.

### **III. SCOPE OF SERVICES**

The final SCOPE OF SERVICES required by the Town shall be set forth in the contractual agreement between the Town and the Awardee.

For purposes of the RFP, the Scope of Services shall consist of the following:

#### **Task 1 – Space/Facility Needs Study**

1. Meet with department representatives to determine and catalog existing services, personnel and equipment of the departments located in the Town Hall.



2. Determine programmatic space needed for each department to provide the intended services for a short term horizon (10+ years) and a long-range horizon (25+ years).
3. Examine the facilities in which these departments are currently housed to determine adequacy to provide intended services.

#### Task 2 – Municipal Building Site Analysis

1. Conduct a Site analysis to determine if the current Town Hall adequately serves the needs of the Town departments in its present state and if the site could support an expanded building or increased intensity of use within the existing building in the future. Site conditions to consider:
  - a.) Vehicular access – passenger and delivery vehicles
  - b.) Vehicular access – emergency vehicles
  - c.) Vehicle parking (public and staff) loading and off-loading
  - d.) Pedestrian accessibility – walking, bicycle

#### Task 3 – Building Analysis

1. Conduct a building layout and space analysis of the Town Hall that could be utilized for a possible expansion of the Town Hall. The following shall be taken in consideration of a potential expansion
  - a.) The electrical system.
  - b.) Air/environmental quality.
  - c.) The HVAC system.
  - d.) Accessibility

#### Task 4 – Report and Meetings

1. Present written report, including electronic copy, outlining all information, including addenda, and recommendations developed as part of this effort.
2. Attend meeting with Town Administrator, Town Engineer, Town Officials and department heads including:
  - a. A kick-off meeting with Town Administrator, Town Engineer and Town Hall department heads.
  - b. At least one (1) progress meeting for task 3
  - c. A final presentation at a public meeting using presentation boards and PowerPoint presentation.
3. Prepare a final report detailing results of the study and providing cost estimates for all required upgrades and improvements

## **IV. PROPOSAL REQUIREMENTS**

### **Identification of Key Staff & Statement(s) of Qualifications**

Proposals shall include names and resumes for the project manager and principal-in-charge to include current job titles, licenses and certifications. The project manager shall serve as the primary liaison between the Town and the firm. The proposal shall include the names, job titles, licenses, certifications and a summary of qualifications for personnel to provide specified services.

Proposals shall identify the official contact of the proposer, including name of contact, name of firm, address, telephone numbers, and email addresses. The Town may use email for official communications regarding the RFP.

### **Project Experience**

Proposals should provide a list of specific projects and activities performed by the key personnel that demonstrates competency in as many aspects of the scope of services as possible. The proposal shall include summaries of past projects and activities of a similar nature. Experience with the construction of public buildings meeting essential facility standards is highly preferred.

### **References**

Proposals must include the names and contact information for at least three (3) clients, with at least two (2) being municipal clients. The Town of Hudson will want to speak with past clients and municipal officials in the fields of administration, finance, planning, land use and I.T. who were directly involved with key personnel.

### **Insurance**

The successful bidder will be required to provide an insurance certificate confirming the following insurance coverage: worker's compensation insurance as required by the State of New Hampshire; broad-form comprehensive general liability insurance in an amount of no less than \$1,000,000 combined single limit per occurrence; and motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in an amount of no less than \$1,000,000 combined single limit per occurrence. The Town of Hudson shall be named as an additional insured on the auto and general liability policies.

### **Indemnification**

The successful respondent must agree in writing to indemnify the Town of Hudson from any and all liability, loss or damage, including but not limited to bodily injury, illness, death, or property damage, which the Town becomes legally obligated to pay as a result of claims, demands, costs, or judgments against the Town arising out of the bidder's action or omissions relating to this project.

## **Contract Proposal to include Waivers, Exclusions & Limitations**

Provide a sample contract form to be used as a basis for an agreement with the Town of Hudson, with the understanding that both parties reserve the right to negotiate all actual terms and conditions to achieve mutual agreement. Contract proposals should also include reference to this RFP as a basis of understanding, along with statements on documents ownership and copyrights.

## **Conflicts of Interest**

Please disclose:

Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

Any family relationship that any employee of your firm has with a member, employee, or official of the town that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

## **V. ADDITIONAL CONDITIONS AND INFORMATION**

1. Issuing this RFP does not commit the Town of Hudson to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.
2. All materials submitted in response to this RFP will become the property of the Town.
3. The Town reserves the right to conduct discussions with, and to request additional information from, one or more respondents. No respondent shall have any rights against the Town as a result of such discussions.
4. The Town reserves the right to waive any irregularity in any Proposal received or any other aspect of this solicitation.
5. The Town reserves the right to waive any irregularity in any Proposal received or any other aspect of this solicitation.
6. Submission of a Proposal in response to this RFP shall constitute an offer on the part of the successful respondent to become an Awardee, and to enter into a contract to undertake or complete the project.
7. The Town and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this

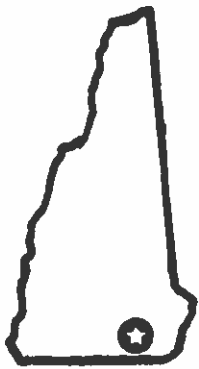
RFP provided by others. Further, the town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet, of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the webpage on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

8. Proposals submitted to the Town in response to this RFP may be disclosed in accordance with RSA 91-A. A respondent submitting a Proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such respondent's competitive position. This characterization shall not be determinative, but will be considered by the Town when evaluating the applicability of any exemptions in response to a request made per RSA 91-A.

**Copies of this RFP are available at the Office of the Board of Selectmen located at Hudson Town Hall, 12 School Street, Hudson, NH 03051, Monday through Friday 8:30 a.m. to 4:30 p.m.**

**The Town of Hudson reserves the right to waive any informality or to accept or reject any or all bids, as deemed to be in the best interest of the Town.**

**The Town of Hudson is an Affirmative Action/Equal Opportunity Employer and encourages proposals from all qualified firms.**



8-E  
Agenda  
21-9-24

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



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: March 21, 2024

Re: Assistant Town Administrator Position

Funding for the Assistant Town Administrator position was included as part of the Fiscal Year 2025 budget which begins July 1, 2024. I am seeking the Board of Selectmen's approval to start the process to fill this position. I am including a copy of the job description as well as the job advertisement for the Board's information.

Should the Board of Selectmen approve my request, the following motion is appropriate:

***Motion: To advertise and solicit candidates for the Assistant Town Administrator position that was approved in the Fiscal Year 2025 budget.***

I would also recommend that the Board of Selectmen form an interview committee consisting of two (2) Selectmen and the Town Administrator. The purpose of the interview committee is to vet the final candidates for the full Board of Selectmen's interview and selection. Should the Board of Selectmen concur with my recommendation, the following motion is appropriate:

***Motion: To form an Assistant Town Administrator interview committee consisting of two (2) Selectmen and the Town Administrator and to further appoint Selectmen \_\_\_\_\_ and \_\_\_\_\_ to the interview committee.***

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

## **ASSISTANT TOWN ADMINISTRATOR**

The Town of Hudson, NH is accepting resumes for the position of Assistant Town Administrator. Working under the direction of the Town Administrator, the Assistant Town Administrator will be responsible for assisting the Town Administrator in coordinating the administrative functions of the Office of Selectmen and supervising the daily operation of the Land Use Division. Must possess a service orientated attitude and a thorough knowledge of the operations and functions of a municipal government. Requires a Bachelor's degree in Public Administration, Urban or Regional Planning, Engineering, Finance or a closely related discipline with a minimum of 10 years related experience including five years in a supervisory capacity. Must be computer literate. Salary is commensurate with qualifications and experience. A complete job description is available upon request. Submit resumes by May 10, 2024 to: Town Administrator, Town of Hudson, 12 School Street, Hudson, NH 03051. EOE.

## **ASSISTANT TOWN ADMINISTRATOR**

### **JOB SUMMARY**

Assists the Town Administrator in coordinating the daily administrative functions of the Office of Selectmen; supervises and coordinates the daily operations of the Land Use Division. This is a high level professional position involving management responsibility, exercising leadership and coordinating the planning, engineering, zoning, code enforcement and development activities of the Town.

### **SUPERVISION RECEIVED**

Under the direction of the Town Administrator, the Assistant Town Administrator works independently performing department head level work in planning, organizing and directing the Land Use function.

### **SUPERVISION EXERCISED**

Provides daily supervision to employees in the Planning, Engineering, and Zoning Departments. Coordinates the activities of Town department heads and supervises personnel in the absence of the Town Administrator.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Coordinates the daily administrative functions of the Land Use Division. Coordinates with Town Counsel regarding land use issues.

Prepares the annual Planning, Engineering and Zoning department budgets; provide support to various land use boards and committees throughout the budget process.

Supervises staff assignments, provides or obtains training for staff, provides discipline as required in accordance with Town policies and applicable union contract(s).

Attends, or assigns staff to attend, Planning Board, Zoning Board of Adjustment, Conservation Commission, Municipal Utility Committee, and other special committee meetings and public hearings as necessary.

Coordinates the technical activities of the Planning, Engineering and Zoning departments with the other Town departments.

Coordinates the activities of department heads and supervises personnel in the absence of the Town Administrator. Assists the Town Administrator in managing the personnel functions of the Town.

Prepares and/or participates in special projects as assigned by the Town Administrator or the Board of Selectmen. Attends Board of Selectmen meetings as necessary

Keeps current and up to date concerning professional developments in the fields of municipal development and planning, code enforcement, employee development and office management.

Answers public inquires and complaints and notifies Town Administrator and Selectmen of same, as necessary.

Performs other duties as assigned.

### **KNOWLEDGES, SKILLS AND ABILITIES REQUIRED**

Ability to plan, organize, assign, supervise, inspect and coordinate the work of professional and technical personnel engaged in analyzing problems, preparing technical reports and formulating recommendations; ability to delegate responsibility; ability to speak, write and communicate effectively; ability to establish and maintain effective working relationships with officials, employees and the public; should possess a strong knowledge of planning, engineering and zoning principles and practices; knowledge of State statutes dealing with Town administration and land use; skill in personnel administration function, such as hiring, firing, promoting, training, etc; strong familiarity with Town administrative procedures, knowledge of the principles and practices of municipal finance.

### **MINIMUM QUALIFICATIONS REQUIRED**

Graduation from a college or university with major course work in Public Administration, Urban or Regional Planning, Engineering, Finance or closely related discipline is required. Ten years progressively responsible administrative experience including at least five years in a supervisory capacity; OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities.

Updated 9/25/23



**Town of Hudson  
Employee Wage & Benefit Detail  
Fiscal Year 2025 Budget  
Department 5110 Board of Selectmen/Administration**

Employee Name	Employee Title	Annual Wages	Flex	FICA/Medicare	Pension	Health Insurance	Dental Insurance	Life & Disability Insurance	Total Benefits	Total Wage & Benefits
Vacant	Asst. Town Administrator	\$120,774	\$0	\$9,239	\$16,341	\$33,653	\$1,948	\$896	\$36,497	\$182,851
	<b>Total Full Time # 101</b>	<b>\$120,774</b>	<b>\$0</b>	<b>\$9,239</b>	<b>\$16,341</b>	<b>\$33,653</b>	<b>\$1,948</b>	<b>\$896</b>	<b>\$36,497</b>	<b>\$182,851</b>
<b>TOTAL 5110</b>		<b>\$120,774</b>	<b>\$0</b>	<b>\$9,239</b>	<b>\$16,341</b>	<b>\$33,653</b>	<b>\$1,948</b>	<b>\$896</b>	<b>\$36,497</b>	<b>\$182,851</b>

8-6 *Agoda*  
4-9-24

Town of Hudson  
Revenues and Expenditures  
Through March 31, 2024

Steve

Town of Hudson, NH

Appropriations and Revenue Summary  
Month Ending: As of March 31, 2024

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
01	General Fund									
4199	5020	Trustees of Trust Funds	2,994	0	0	2,994	1,624	0	1,370	54%
4195	5025	Cemetery Trustees	1,250	0	0	1,250	33	0	1,217	3%
4140	5030	Town Clerk/Tax Collector	424,803	0	0	424,803	342,408	9,958	72,437	83%
4140	5041	Moderator	42,616	0	0	42,616	45,467	0	(2,851)	107%
4140	5042	Supervisors of The Checklist	6,286	0	0	6,286	2,677	0	3,609	43%
4199	5050	Town Treasurer	8,074	0	0	8,074	6,055	0	2,019	75%
4199	5055	Sustainability Committee	1,300	0	150	1,450	558	0	892	39%
4520	5063	Benson Park Committee	1,100	0	0	1,100	228	2,700	(1,828)	266%
4199	5070	Municipal Budget Committee	800	0	0	800	70	0	730	9%
4140	5077	IT - Town Officers	4,170	0	0	4,170	835	436	2,899	30%
4199	5080	Ethics Committee	100	0	0	100	0	0	100	0%
		<b>Town Officers</b>	<b>493,493</b>	<b>0</b>	<b>150</b>	<b>493,643</b>	<b>399,956</b>	<b>13,094</b>	<b>80,593</b>	<b>84%</b>
4130	5110	Board of Selectment/Administration	408,448	1,685	(775)	409,358	330,992	(2,780)	81,146	80%
4194	5115	Oakwood	2,275	0	50	2,325	3,449	0	(1,125)	148%
4194	5120	Town Hall Operations	107,321	0	8,680	116,001	103,384	65,965	(51,348)	146%
4442	5151	Town Poor	65,000	0	(7,815)	57,185	16,504	0	40,681	29%
4130	5177	IT - Town Administration	800	0	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>454,569</b>	<b>63,185</b>	<b>67,914</b>	<b>88%</b>
4153	5200	Legal	120,000	0	0	120,000	116,119	7,281	(3,400)	103%
4150	5310	Finance Administration	190,919	0	0	190,919	174,403	2,872	13,645	93%
4150	5320	Accounting	339,563	0	4,472	344,035	252,696	826	90,513	74%
4150	5377	IT - Finance	2,759	0	0	2,759	2,183	0	576	79%
		<b>Finance</b>	<b>533,241</b>	<b>0</b>	<b>4,472</b>	<b>537,713</b>	<b>429,281</b>	<b>3,698</b>	<b>104,733</b>	<b>81%</b>
4150	5330	Information Technology	774,036	0	13,463	787,499	592,065	27,036	168,398	79%
		<b>Information Technology</b>	<b>774,036</b>	<b>0</b>	<b>13,463</b>	<b>787,499</b>	<b>592,065</b>	<b>27,036</b>	<b>168,398</b>	<b>79%</b>
4152	5410	Assessing Department	466,104	33,695	(6,338)	493,461	325,848	35,794	131,818	73%
4152	5477	IT - Assessing	1,200	0	10,112	11,312	10,972	0	340	97%
		<b>Assessing</b>	<b>467,304</b>	<b>33,695</b>	<b>3,774</b>	<b>504,773</b>	<b>336,820</b>	<b>35,794</b>	<b>132,158</b>	<b>74%</b>
4312	5515	Public Works Facility	61,252	0	1	61,253	42,088	8,694	10,470	83%
4312	5551	Public Works Administration	313,255	0	2,609	315,864	238,620	179	77,066	76%
4312	5552	Streets	3,640,579	0	203,459	3,844,038	2,873,772	818,171	152,095	96%
4312	5553	Equipment Maintenance	503,608	0	7,329	510,937	359,425	3,590	147,922	71%
4312	5554	Drainage	670,079	0	30,936	701,015	512,142	2,944	185,930	73%
4522	5556	Parks Division	243,845	0	3,364	247,209	147,300	7,874	92,034	63%
4312	5577	IT - Public Works	4,290	0	0	4,290	4,332	0	(42)	101%
		<b>Public Works</b>	<b>5,436,908</b>	<b>0</b>	<b>247,697</b>	<b>5,684,605</b>	<b>4,177,679</b>	<b>841,451</b>	<b>665,475</b>	<b>88%</b>

Town of Hudson, NH

Appropriations and Revenue Summary  
Month Ending: As of March 31, 2024

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustm	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4191	5277	IT - LUD	6,330	0	0	6,330	3,095	0	3,235	49%
4191	5571	LUD - Planning	385,118	0	6,971	392,089	267,480	1,787	122,822	69%
4191	5572	LUD - Planning Board	8,350	0	0	8,350	2,235	0	6,115	27%
4191	5581	LUD - Zoning	227,834	0	5,290	233,124	177,813	998	54,313	77%
4191	5583	LUD - Zoning Board of Adj	16,500	0	0	16,500	10,487	5,378	635	96%
4311	5585	LUD - Engineering	433,718	0	13,794	447,512	314,885	14,694	117,932	74%
		Land Use	1,077,850	0	26,054	1,103,904	775,995	22,857	305,052	72%
4210	5610	Police Administration	385,840	0	15,490	401,330	275,991	12,535	112,805	72%
4210	5615	Police Facility Operations	296,892	10,000	7,490	314,382	226,381	11,544	76,458	76%
4210	5620	Police Communications	865,535	0	0	865,535	640,532	353	224,650	74%
4210	5640	Police Patrol	7,428,749	9,432	243,432	7,681,613	5,445,818	98,327	2,137,468	72%
4210	5640	Investigations	15,226	7,586	0	22,812	14,922	800	7,090	69%
4414	5650	Animal Control	136,928	0	7,467	144,395	108,287	402	35,706	75%
4210	5660	Information Services	192,535	0	0	192,535	135,492	8	57,035	70%
4210	5671	Support Services	95,023	3,095	6,647	104,765	75,479	15,663	13,623	87%
4210	5672	Crossing Guards	70,703	0	0	70,703	36,067	0	34,636	51%
4210	5673	Prosecutor	396,939	0	18,985	415,924	279,937	725	135,262	67%
4210	5674	Debt Service	518,532	0	0	518,532	518,532	0	0	100%
4210	5677	IT - Police	94,871	0	182	95,053	71,208	9,184	14,662	85%
		Police	10,497,773	30,113	299,693	10,827,579	7,828,646	149,539	2,849,394	74%
4220	5710	Fire Administration	809,652	0	34,124	843,776	580,394	23,848	239,533	72%
4220	5715	Fire Facilities	149,418	875	10,792	161,085	125,259	26,372	9,455	94%
4220	5720	Fire Communications	423,701	6,877	167,349	596,927	523,829	2,091	71,007	88%
4220	5730	Fire Suppression	6,322,020	16,823	35,289	6,374,133	4,820,089	111,178	1,442,865	77%
4220	5740	Fire Inspectional Services	509,024	0	11,494	520,518	381,637	1,473	137,408	74%
4220	5765	Fire Alarm	3,000	0	0	3,000	694	706	1,600	47%
4220	5770	Emergency Management	86,868	0	119,840	206,708	191,519	2,631	12,557	94%
4220	5777	IT - Fire	45,528	2,970	0	48,498	43,967	11,869	(7,337)	115%
		Fire	8,348,211	27,545	378,888	8,754,644	6,667,388	180,168	1,907,088	78%
4520	5810	Recreation Administration	158,669	0	0	158,669	113,572	62	45,035	72%
4520	5814	Recreation Facilities	68,874	0	496	69,370	54,919	2,825	11,626	83%
4520	5821	Supervised Play	127,463	0	0	127,463	110,437	50	11,976	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	1,225	500	6,781	20%
4520	5831	Basketball	51,384	0	0	51,384	34,963	20	16,401	68%
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	39,853	1,029	23,113	64%
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	5,017	373	3,800	59%
4520	5877	IT - Recreation	6,865	0	0	6,865	6,795	325	(255)	104%
		Recreation	517,802	0	496	518,298	382,293	5,183	130,822	75%

Town of Hudson, NH

Appropriations and Revenue Summary  
Month Ending: As of March 31, 2024

State #	Dept #	Department	Budget FY 2024	Prior Year Encumbered	Budget and PY Adjustms	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	(15,000)	134,169	18,010	0	116,159	13%
4220	5960	Hydrant Rental	276,971	0	0	276,971	184,647	0	92,324	67%
4321	5970	Solid Waste Contract	2,240,383	0	0	2,240,383	1,637,068	607,864	(4,549)	100%
		Non-Departmentals	3,367,945	0	(15,000)	3,352,945	2,550,993	607,864	194,088	94%
		<b>General Fund Appropriation Subtotal</b>	<b>32,218,407</b>	<b>93,038</b>	<b>959,826</b>	<b>33,271,271</b>	<b>24,711,802</b>	<b>1,957,152</b>	<b>6,602,317</b>	<b>80.2%</b>
4194	6013	Generator Replace/Repair	30,000	0	0	30,000	30,000	0	0	100%
4901	6015	Widening Lowell Rd from Wason	0	1,285,754	0	1,285,754	740,839	2,018,392	(1,473,477)	215%
4901	6032	Development of Benson Property	10,000	0	0	10,000	10,000	0	0	100%
4152	6040	Future Prop. Revaluation CRF	25,000	0	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 Apparatus Refub & Repr CRF	25,000	0	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	0	(81,628)	0	0	0	0	0%
4210	6073	Estab. Police Safety Equipment CF	100,000	0	0	100,000	100,000	0	0	100%
4326	6095	Vaccin Truck Cap Rsrsv Fund	15,000	0	0	15,000	15,000	0	0	100%
4721	6102	Bond - Interest	0	0	0	0	0	0	0	0%
4903	6210	Police Facility Expan and Reno	0	4,036,562	0	4,036,562	4,031,937	4,625	0	100%
4915	6201	Commun Equip & Infrast CRF	0	0	0	0	0	0	0	0%
4909	6211	Bridge Repair State	388,515	4,823	388,515	393,338	88,724	158,863	145,751	63%
4909	6212	Taylor Falls & Veteran Bridge Rel	0	2,206	296,988	299,194	20,006	0	279,188	7%
4199	6318	Energy Efficiency CRF	0	0	0	0	0	0	0	0%
0000	6434	Operating Transfer to Library	0	0	0	0	979,260	0	(979,260)	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>287,611</b>	<b>6,219,849</b>	<b>6,118,519</b>	<b>2,181,881</b>	<b>(2,080,551)</b>	<b>133%</b>
		<b>General Fund Total Budget</b>	<b>32,821,300</b>	<b>5,422,383</b>	<b>1,247,437</b>	<b>39,491,120</b>	<b>30,830,321</b>	<b>4,139,033</b>	<b>4,521,767</b>	<b>89%</b>
02		<b>Sewer Fund</b>								
4326	5561	Sewer Billing & Collection	176,531	0	0	176,531	140,284	1,792	34,455	80%
4326	5562	Sewer Operation & Maintenance	1,298,472	220,754	81,194	1,600,420	1,048,962	343,811	207,648	87%
4326	5564	Sewer Capital Projects	700,000	0	0	700,000	464,542	0	235,458	66%
4326	6095	Vaccin Truck Cap Rsrsv Fund	15,000	0	0	15,000	15,000	0	0	100%
		<b>Sewer Fund</b>	<b>2,190,003</b>	<b>220,754</b>	<b>81,194</b>	<b>2,491,951</b>	<b>1,668,787</b>	<b>345,603</b>	<b>477,561</b>	<b>81%</b>
03		<b>Water Fund</b>								
4332	5591	Water - Administration	317,184	0	0	317,184	250,440	8,710	58,034	82%
4332	5592	Water - Ops & Maintenance	1,762,303	382,032	3,649	2,147,984	1,379,349	703,216	65,419	97%
4335	5593	Water - Supply	1,306,108	50,139	1,030	1,357,277	837,297	164,440	355,541	74%
4332	5594	Water - Debt Service	1,140,406	0	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>3,607,491</b>	<b>876,366</b>	<b>478,994</b>	<b>90%</b>

Town of Hudson, NH

Appropriations and Revenue Summary

Month Ending: As of March 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	255	1,267,853	883,004	11,957	967,865	71%
06	5586	Conservation Commission	52,753	28,000	0	80,753	335,901	96,460	(273,499)	535%
			1,309,252	39,099	255	1,348,606	1,218,905	108,417	694,366	98%
<b>Total General, Sewer, Water Funds</b>			<b>40,846,556</b>	<b>6,114,407</b>	<b>1,333,565</b>	<b>48,294,528</b>	<b>37,325,504</b>	<b>5,469,419</b>	<b>6,172,687</b>	<b>89%</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>0</b>	<b>1,252,639</b>	<b>33,423,179</b>	<b>34,136,575</b>	<b>0</b>	<b>(713,397)</b>	<b>102%</b>
		<b>Sewer Fund Revenue</b>	<b>2,182,004</b>	<b>0</b>	<b>81,194</b>	<b>2,263,198</b>	<b>928,040</b>	<b>0</b>	<b>1,335,158</b>	<b>41%</b>
		<b>Water Fund Revenue</b>	<b>4,536,001</b>	<b>0</b>	<b>4,679</b>	<b>4,540,680</b>	<b>2,709,111</b>	<b>0</b>	<b>1,831,570</b>	<b>60%</b>
<b>Total General, Sewer, Water Funds Revenue</b>			<b>38,889,037</b>	<b>0</b>	<b>1,338,512</b>	<b>40,227,057</b>	<b>37,773,726</b>	<b>0</b>	<b>2,453,331</b>	<b>94%</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	20,399	33,405	(49,068)	118%
35	5845	Senior Activities Revolving Fund	0	0	0	0	83,814	65,762	(149,576)	0%
45	5045	Community TV Revolving Fund	0	0	223	223	293,142	1,431	(294,351)	100%
50	5750	EMS Revolving Fund	378,850	0	0	378,850	334,833	57,189	(13,172)	103%
		<b>Other Funds</b>	<b>378,850</b>	<b>4,736</b>	<b>223</b>	<b>383,809</b>	<b>732,189</b>	<b>157,787</b>	<b>(506,167)</b>	<b>237%</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>0</b>	<b>0</b>	<b>105,036</b>	<b>0</b>	<b>(105,036)</b>	<b>0%</b>
		<b>Community TV Revolving Fund</b>	<b>0</b>	<b>0</b>	<b>223</b>	<b>223</b>	<b>278,670</b>	<b>0</b>	<b>(278,447)</b>	<b>0%</b>
		<b>EMS Revolving Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>311,193</b>	<b>0</b>	<b>(311,193)</b>	<b>0%</b>
<b>Total Expenditures All Funds</b>			<b>41,225,406</b>	<b>6,119,143</b>	<b>1,333,788</b>	<b>48,678,337</b>	<b>38,057,692</b>	<b>5,627,205</b>	<b>5,666,521</b>	<b>90%</b>

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# Revenue Report Month End Revenue

Town of Hudson, NH  
As Of: March 2024, GL Year 2024

Page: 1  
bmckee  
Report Sorted by Revenue  
All

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>General Fund</b>					
01-0000-4913-000-000	0.00	0.00	0.00	0.00	0.000
01-0000-4914-000-000	1,677.00	0.00	0.00	1,677.00	0.000
01-3110-4100-000-000	21,843,262.00	0.00	22,461,310.71	-618,048.71	102.829
01-3110-4101-000-000	-328,649.00	0.00	-7,720.25	-320,928.75	2.349
01-3185-4120-000-000	8,000.00	0.00	4,480.68	3,519.32	56.009
01-3186-4115-000-000	12,816.00	0.00	0.00	12,816.00	0.000
01-3189-4121-000-000	5,000.00	0.00	0.00	5,000.00	0.000
01-3189-4127-000-000	8,000.00	1,223.32	4,503.00	3,497.00	56.288
01-3190-4203-000-000	5,000.00	49.49	3,109.20	1,890.80	62.184
01-3190-4204-000-000	160,000.00	12,264.09	65,356.57	94,643.43	40.848
01-3220-4201-000-000	5,600,000.00	553,049.50	4,617,022.04	982,977.96	82.447
01-3230-4216-000-000	15,000.00	800.00	9,240.00	5,760.00	61.600
01-3230-4218-000-000	280,000.00	23,620.60	271,562.73	8,437.27	96.987
01-3230-4381-000-000	6,000.00	800.00	4,100.00	1,900.00	68.333
01-3290-4209-000-000	5,000.00	75.00	750.00	4,250.00	15.000
01-3290-4214-000-000	2,000.00	100.00	1,250.00	750.00	62.500
01-3290-4217-000-000	0.00	50.00	500.00	-500.00	0.000
01-3290-4221-000-000	2,500.00	142.00	852.00	1,648.00	34.080
01-3290-4233-000-000	0.00	0.00	300.00	-300.00	0.000
01-3290-4238-000-000	2,800.00	0.00	1,335.00	1,465.00	47.679
01-3290-4239-000-000	2,000.00	210.00	1,180.00	820.00	59.000
01-3290-4254-000-000	1,500.00	145.00	1,653.00	-153.00	110.200
01-3290-4312-000-000	3,000.00	680.29	5,816.41	-2,816.41	193.880
01-3290-4313-000-000	120,000.00	2,911.00	11,967.13	108,032.87	9.973
01-3290-4315-000-000	3,000.00	0.00	1,250.00	1,750.00	41.667
01-3290-4321-000-000	7,000.00	0.00	4,485.00	2,515.00	64.071
01-3290-4322-000-000	10,000.00	907.00	8,752.00	1,248.00	87.520
01-3290-4323-000-000	0.00	0.00	0.00	0.00	0.000
01-3290-4325-000-000	10,000.00	0.00	8,588.00	1,412.00	85.880
01-3290-4326-000-000	100.00	0.00	0.00	100.00	0.000

# Revenue Report Month End Revenue

Town of Hudson, NH  
As Of: March 2024, GL Year 2024

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
01-3290-4327-000-000	1,000.00	0.00	445.00	555.00	44.500
01-3290-4328-000-000	0.00	0.00	0.00	0.00	0.000
01-3290-4334-000-000	20,000.00	7,540.00	47,021.41	-27,021.41	235.107
01-3290-4335-000-000	1,100.00	0.00	825.00	275.00	75.000
01-3290-4343-000-000	1,500.00	7.75	117.75	1,382.25	7.850
01-3290-4347-000-000	2,500.00	50.00	1,020.62	1,479.38	40.825
01-3290-4356-000-000	10,000.00	1,250.00	4,250.00	5,750.00	42.500
01-3290-4421-000-000	2,000.00	20.00	491.00	1,509.00	24.550
01-3290-4422-000-000	1,000.00	170.00	550.00	450.00	55.000
01-3290-4427-000-000	0.00	0.00	0.00	0.00	0.000
01-3290-4428-000-000	0.00	20.00	100.00	-100.00	0.000
01-3290-4430-000-000	0.00	0.00	0.00	0.00	0.000
01-3290-4450-000-000	18,000.00	6,049.50	16,058.00	1,942.00	89.211
01-3290-4451-000-000	1,000.00	1,000.00	6,500.00	-5,500.00	650.000
01-3351-4840-000-000	0.00	0.00	0.00	0.00	0.000
01-3352-4841-000-000	1,793,865.00	0.00	2,431,094.29	-637,229.29	135.523
01-3353-4610-000-000	692,598.38	0.00	595,141.44	97,366.94	85.940
01-3359-4656-000-000	29,387.76	1,434.51	58,748.98	-29,361.22	199.910
01-3359-4657-000-000	423,825.80	287,208.48	584,943.29	-161,117.49	138.015
01-3359-4659-000-000	10,000.00	550.00	669,108.35	-659,108.35	###.###
01-3359-4660-000-000	0.00	0.00	0.00	0.00	0.000
01-3379-4300-000-000	44,000.00	0.00	44,000.00	0.00	100.000
01-3379-4301-000-000	66,000.00	0.00	66,000.00	0.00	100.000
01-3401-4324-000-000	7,000.00	670.00	6,174.00	826.00	88.200
01-3401-4342-000-000	500.00	0.00	0.00	500.00	0.000
01-3401-4708-000-000	1,000.00	0.00	0.00	1,000.00	0.000
01-3401-4716-000-000	0.00	0.00	-290.00	290.00	0.000
01-3401-4720-000-000	150,000.00	6,899.10	91,110.81	58,889.19	60.741
01-3401-4721-000-000	0.00	1,925.00	20,667.50	-20,667.50	0.000
01-3401-4729-000-000	30,000.00	0.00	27,918.42	2,081.58	93.061
01-3401-4730-000-000	400,000.00	0.00	305,196.91	94,803.09	76.299



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

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coil
01-3401-4731-000-000	0.00	0.00	-17,677.44	17,677.44	0.000
01-3401-4732-000-000	500.00	82.00	405.00	95.00	81.000
01-3401-4745-000-000	77,000.00	0.00	69,612.26	7,387.74	90.406
01-3401-4746-000-000	0.00	0.00	0.00	0.00	0.000
01-3401-4748-000-000	110,290.73	4,658.92	23,318.28	86,972.45	21.143
01-3401-4756-000-000	5,182.64	2,089.48	6,089.94	-907.30	117.507
01-3401-4757-000-000	500.00	0.00	600.00	-100.00	120.000
01-3401-4758-000-000	0.00	0.00	0.00	0.00	0.000
01-3401-4759-000-000	690,165.67	1,032.99	894,604.38	-204,438.71	129.622
01-3401-4761-000-000	30,000.00	0.00	43,917.50	-13,917.50	146.392
01-3401-4762-000-000	97,000.00	42,115.00	90,898.00	6,102.00	93.709
01-3401-4763-000-000	3,000.00	0.00	0.00	3,000.00	0.000
01-3401-4764-000-000	30,000.00	0.00	6,155.47	23,844.53	20.518
01-3401-4765-000-000	1,500.00	0.00	0.00	1,500.00	0.000
01-3401-4766-000-000	4,400.00	0.00	0.00	4,400.00	0.000
01-3401-4767-000-000	11,895.00	7,570.00	9,437.50	2,457.50	79.340
01-3401-4768-000-000	6,000.00	135.00	2,430.00	3,570.00	40.500
01-3401-4769-000-000	11,000.00	110.00	12,477.00	-1,477.00	113.427
01-3501-4704-000-000	55,000.00	0.00	5,525.00	49,475.00	10.045
01-3502-4702-000-000	-10,000.00	-531.81	-7,193.01	-2,806.99	71.930
01-3502-4703-000-000	25,000.00	70,630.09	464,303.90	-439,303.90	###.###
01-3503-4373-000-000	3,000.00	0.00	0.00	3,000.00	0.000
01-3508-4556-000-000	10,448.21	0.00	2,550.00	7,898.21	24.406
01-3508-4557-000-000	0.00	0.00	100.00	-100.00	0.000
01-3508-4558-000-000	0.00	0.00	225.00	-225.00	0.000
01-3508-4559-000-000	150.00	0.00	7.00	143.00	4.667
01-3914-4996-000-000	100,000.00	0.00	0.00	100,000.00	0.000
01-3915-4922-000-000	69,953.44	0.00	69,953.44	0.00	100.000
01-3934-4998-000-000	0.00	0.00	0.00	0.00	0.000
01-3939-4999-000-000	600,000.00	0.00	0.00	600,000.00	0.000

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

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
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Totals                      General Fund                      33,423,178.63                      1,039,713.30                      34,136,575.21                      -713,396.58                      102.134

# Revenue Report Month End Revenue

Town of Hudson, NH  
As Of: March 2024, GL Year 2024

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Sewer Fund</b>					
02-3190-4180-000-000	15,000.00	147.32	14,117.79	882.21	94.119
02-3190-4181-000-000	728.00	0.00	0.00	728.00	0.000
02-3401-4716-000-000	0.00	0.00	0.00	0.00	0.000
02-3401-4759-000-000	559.80	0.00	559.80	0.00	100.000
02-3403-4780-000-000	565,000.00	0.00	425,404.91	139,595.09	75.293
02-3403-4781-000-000	564,765.00	0.00	411,310.45	153,454.55	72.829
02-3409-4783-000-000	100.00	0.00	0.00	100.00	0.000
02-3500-4773-000-000	24,911.00	0.00	24,911.00	0.00	100.000
02-3500-4782-000-000	50,000.00	11,625.00	54,467.85	-4,467.85	108.936
02-3502-4702-000-000	-3,500.00	0.00	-2,732.18	-767.82	78.062
02-3508-4561-000-000	80,633.74	0.00	0.00	80,633.74	0.000
02-3509-4786-000-000	0.00	0.00	0.00	0.00	0.000
02-3915-4922-000-000	700,000.00	0.00	0.00	700,000.00	0.000
02-3939-4999-000-000	240,000.00	0.00	0.00	240,000.00	0.000
02-4915-4915-000-000	25,000.00	0.00	0.00	25,000.00	0.000
<b>Totals</b>	<b>2,263,197.54</b>	<b>11,772.32</b>	<b>928,039.62</b>	<b>1,335,157.92</b>	<b>41.006</b>

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

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Water Fund</b>					
03-3190-4794-000-000	10,000.00	0.00	4,054.41	5,945.59	40.544
03-3290-4394-000-000	36,000.00	10,070.00	42,940.00	-6,940.00	119.278
03-3290-4395-000-000	296,000.00	0.00	22,573.98	273,426.02	7.626
03-3290-4396-000-000	12,000.00	339.50	7,107.08	4,892.92	59.226
03-3290-4397-000-000	3,500.00	0.00	1,125.00	2,375.00	32.143
03-3359-4659-000-000	0.00	0.00	0.00	0.00	0.000
03-3401-4716-000-000	0.00	0.00	23.53	-23.53	0.000
03-3401-4748-000-000	0.00	0.00	0.00	0.00	0.000
03-3401-4759-000-000	4,679.44	0.00	4,679.44	0.00	100.000
03-3402-4390-000-000	65,500.00	5,744.62	49,217.42	16,282.58	75.141
03-3402-4391-000-000	78,000.00	6,496.20	58,465.80	19,534.20	74.956
03-3402-4392-000-000	224,000.00	19,623.48	176,253.03	47,746.97	78.684
03-3402-4790-000-000	970,200.00	82,406.73	744,267.87	225,932.13	76.713
03-3402-4791-000-000	2,233,301.00	120,139.80	1,442,944.39	790,356.61	64.610
03-3402-4792-000-000	215,000.00	16,584.67	149,262.03	65,737.97	69.424
03-3402-4799-000-000	50,000.00	6,760.14	6,760.14	43,239.86	13.520
03-3502-4702-000-000	-2,500.00	0.00	-3,038.18	538.18	121.527
03-3509-4793-000-000	10,000.00	300.00	2,475.00	7,525.00	24.750
03-3915-4922-000-000	60,000.00	0.00	0.00	60,000.00	0.000
03-3939-4999-000-000	265,000.00	0.00	0.00	265,000.00	0.000
03-4915-4915-000-000	10,000.00	0.00	0.00	10,000.00	0.000
<b>Totals</b>	<b>4,540,680.44</b>	<b>268,465.14</b>	<b>2,709,110.94</b>	<b>1,831,569.50</b>	<b>59.663</b>

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

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>Community TV Revolving Fund</b>					
45-3401-4745-000-000	0.00	0.00	278,447.12	-278,447.12	0.000
45-4199-4759-000-000	222.60	0.00	222.60	0.00	100.000
<b>Totals</b>	<b>222.60</b>	<b>0.00</b>	<b>278,669.72</b>	<b>-278,447.12</b>	<b>###.###</b>
<b>Community TV Revolving Fund</b>					

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

Account Number	Est Rev	MTD Rev	YTD Rev	Balance	%Coll
<b>EMS Revolving Fund</b>					
50-0000-4729-000-000	0.00	0.00	23,658.43	-23,658.43	0.000
50-0000-4730-000-000	0.00	0.00	305,196.94	-305,196.94	0.000
50-0000-4731-000-000	0.00	0.00	-17,662.43	17,662.43	0.000
<b>Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>311,192.94</b>	<b>-311,192.94</b>	<b>0.000</b>
<b>EMS Revolving Fund</b>					

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

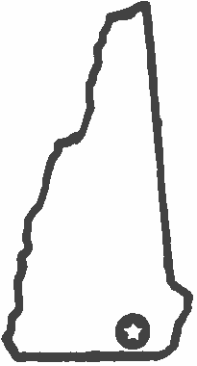
	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>1st half</u> <u>Fiscal Year</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>2nd half</u> <u>Fiscal Year</u>	<u>Actual</u> <u>Fiscal Year</u> <u>Total</u>	<u>Budget</u> <u>Fiscal Year</u> <u>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>	<b>114.7%</b>
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>	<b>108.5%</b>
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>	<b>112.9%</b>
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>	<b>110.1%</b>
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>	<b>112.4%</b>
FY2024	\$415,289	\$608,209	\$485,953	\$620,595	\$453,948	\$436,072	\$3,020,064	\$565,455	\$478,453	\$553,050				\$1,596,958	\$4,617,022	\$5,600,000
<b>vs. Budget</b>	7.4%	18.3%	27.0%	38.0%	46.1%	53.9%	53.9%	64.0%	72.6%	82.4%				28.5%	<b>vs. Budget</b>	<b>82.4%</b>

**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</u>					<u>June</u>	<u>2nd half</u> <u>Fiscal Year</u>	<u>Actual</u> <u>Fiscal Year</u> <u>Total</u>	<u>Budget</u> <u>Fiscal Year</u> <u>Total</u>	
							<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</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	\$40,370	\$67,127	\$70,630			\$178,027	\$464,304	\$25,000	
vs. Budget	278.9%	550.5%	770.4%	985.7%	1074.7%	1145.1%	1145.1%	1306.2%	1574.7%	1857.2%			712.1%	vs. Budget	1857.2%	



8-H agenda  
4-9-24



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



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: April 3, 2024

Re: 2024 Liaison Assignments

Chairman Guessferd has placed an item on the agenda to discuss 2024 Selectman Liaison assignments. I have attached a copy of the 2023 assignments for your information.

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



# TOWN OF HUDSON

## Board of Selectmen

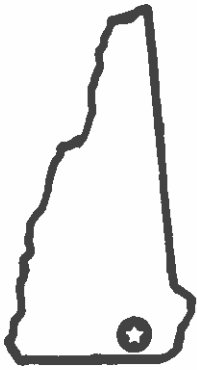


12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6024 • Fax: 603-598-6481

### 2023 LIAISON ASSIGNMENTS

COMMITTEE	LIAISON	ALTERNATE
Benson Park Committee	Dumont	
Budget Committee	Morin	Guessferd
Cable Committee	Guessferd	
CIP	Dumont	
CTAP	McGrath	
Chamber of Commerce	Morin	
Conservation Commission	Morin	
Emergency Preparedness	Morin	
HazMat	Roy	
LEPC	McGrath	
Library	Roy	
Municipal Utility Committee	McGrath	
NRPC	Dumont	
Nominations & Appointments	Chairman	
Planning Board	Guessferd	Morin
Recreation Committee	Guessferd	
School Board	Roy	
Sustainability Committee	Guessferd	
State Liaison	Guessferd	
Zoning Board of Adjustment	Dumont	
<b>DEPARTMENT</b>		
Assessing	McGrath	
Finance & Water	McGrath	
Fire, Inspectional Services & Health	Morin	
Hudson Cable Television	Guessferd	
Information Technology	Roy	
Land Use	Morin	
Library	Roy	
Public Works & Cemetery Trustees	Morin	
Police	McGrath	
Recreation	Guessferd	
Sewer Utility	Dumont	
Tax Clerk/Tax Collector	Dumont	

*Approved 5/9/2023.  
Updated 11/14/23, adding Cemetery Trustees to the DPW Liaison Assignment.*



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

EF Agade  
4-9-24



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

To: Board of Selectmen

From: Steve Malizia, Town Administrator

Date: April 3, 2024

Re: Discontinue Combined Town Clerk/Tax Collector

Warrant article # 17 for the Discontinuance of the Combined Town Clerk/Tax Collector was approved by the voters at the March 14, 2023 Town Meeting. The article states the person holding the combined office shall continue to do so until after the date of the next election which was March 12, 2024 following which the person holding the combined office shall continue to hold the office of Town Clerk until the expiration of that term of office (2026) and the Selectmen shall appoint another individual as Tax Collector. Attached please find job descriptions for the appointed Tax Collector position and the elected Town Clerk position. Should the Board of Selectmen approve the posting for the Tax Collector position, the following motion is appropriate:

***Motion: To advertise and solicit candidates for the Tax Collector position that was approved by the voters in March 2023 and approved in the Fiscal Year 2025 budget.***

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

## **TOWN OF HUDSON TAX COLLECTOR**

The Town of Hudson, NH is accepting resumes for the position of Tax Collector. Working under the direction of the Town Administrator, the Tax Collector is responsible for the collection, reporting and accounting of municipal funds warranted through the Tax Collectors office. Also serves as the Municipal Agent for the Town responsible for administering, collecting and reporting the registration of vehicles and boats as an agent for the NH Division of Motor Vehicles. Must possess supervisory experience and a thorough knowledge of ordinances, regulations, policies and procedures of the Town and the State of NH. Requires a Bachelor's degree in Public Administration, Accounting, Finance or a closely related field and extensive experience in related operations, OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities. Must be proficient in Microsoft Excel. Knowledge of MuniSmart software a plus. Salary DOQE, plus excellent benefits. A complete job description is available upon request. Submit resumes by April 19, 2024 to Town Administrator, Town of Hudson, 12 School Street, Hudson, NH 03051. EOE.

**Town of Hudson, New Hampshire**  
**Proposed Position Description**

Position Title: Tax Collector/Municipal Agent  
Reports to: Town Administrator

Department: Tax Collector  
Date: January 2023

**Job Summary**

Under direction of the Town Administrator, responsible for collection, reporting and proper accounting of municipal funds warranted through the Tax Collector's Office, as well as all other billings and miscellaneous receipts of the Town. Assures the Town receives utmost benefit of collections and property deeded for nonpayment of taxes. Also serves as the Town's Municipal Agent, responsible for administering, collecting and reporting the registration of vehicles and boats as an agent for the NH Division of Motor Vehicles. Receives and deposits funds collected by other Town departments. These responsibilities are performed with the assistance of a Deputy Tax Collector, reporting to the Tax Collector.

**Supervision Received and Exercised**

Directly supervises less than ten (10) employees. Carries out supervisory responsibilities in accordance with the Town's policies and applicable laws, including interviewing, recommending employees for hire, and training; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints, resolving problems and maintaining a cohesive and cooperative work environment.

**Essential Duties and Responsibilities**

- Receives and identifies monies due the Town; provides a detailed accounting of receipts; monitors revenue collected through interest and fees; deposits all funds received by the Town.
- Plans and oversees preparation and mailing of tax bills, liens, deed and mortgagee notices in accordance with State law; plans and analyzes the needs of the office and tax policies.
- Plans and oversees, as the Town's Municipal Agent, the registration of vehicles and boats, including the day-to-day processes, transfer of appropriate funds to the state and ongoing reporting of said activity as required by State law.
- Maintains an updated knowledge of local and State regulations affecting tax rates and/or the processes involved with the collection of taxes and vehicle/boat registration.
- Interprets laws and legislation affecting tax collection and motor vehicle/boat registrations, notifies Town of any issues that will impact it and proposes resolutions to those issues.
- Prepares and manages annual Tax Collector area budget voted by town meeting.
- Plans, directs and evaluates the work of subordinates; hires and terminates personnel; provides training to office staff, including cross discipline training.

- Meets with taxpayers to discuss payment problems; establishes payment plans; oversees water shut-off policy for delinquent accounts; and discusses any issues with respect to motor vehicle or boat registrations.
- Represents Town in the disposal of tax-deeded property; attends auctions; manages properties; prepares deeds and closing documents; conducts property closings.
- Prepares and reconciles reports and memos; prepares Staff Reports for the Town Administrator or Board of Selectmen's consideration that contain accurate and reliable findings and recommendations

### **Other Duties and Responsibilities**

- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Communicates and coordinates regularly with other staff to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- May appear on Town's behalf in court matters or other legal proceedings pertaining to small claims complaints and bankruptcy.
- Answers inquiries from Town employees, including Administrator and Board of Selectmen, Town Attorneys, auditors, taxpayers, banks, mortgage companies' tax services, and other Tax Collectors/Municipal Agents.
- Performs other related duties as required.

### **Knowledge, Skills and Abilities Required**

- Completion, at a minimum, of a Bachelor's degree (B.A.) in Public Administration, Accounting or a closely related field; and extensive experience in related operations or any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the assigned work. New Hampshire Tax Collector and Municipal Agent Certifications are required within a reasonable period of time.
- Comprehensive knowledge of the theory, principles and practices of tax and property collection within a municipality.
- Comprehensive knowledge of the theory, principles and practices of motor vehicle and boat registration.
- Ability to apply and interpret laws, regulations, and collection practices and procedures.
- Thorough knowledge of fundamentals of accounting principles and practices.
- Ability to communicate effectively both verbally and in writing; to establish positive public relations for the Town; and to interact effectively with a wide variety of people.

- Ability to effectively make presentations in a public forum.
- Ability to efficiently use a personal computer, as well as the knowledge of or the ability to quickly learn computer software programs frequently used for data entry and management appropriate to assigned tasks.
- Ability to use logical and creative thought processes to develop solutions according to written specifications and /or instructions.
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under pressure of time-sensitive deadlines.
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

### **Working Conditions and Physical Demands/Abilities**

- Normal office environment, not subject to extremes in temperature, noise, odors, etc.
- Regularly uses computer keyboards, calculator and other office equipment requiring eye-hand coordination and finger dexterity.
- Sufficient clarity of speech and hearing or other communication capabilities which permits the employee to communicate effectively.
- Sufficient vision or other powers of observation which permits the employee to review a wide variety of written material in electronic or hardcopy form.
- Involves travel to meetings and other communities.

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*The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.*

**\*Position incumbents who are or become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

**Town of Hudson, New Hampshire**  
**Proposed Position Description**

Position Title: Town Clerk  
Reports to: Elected Position

Activity Center: Town Clerk  
Date: January 2023

**Job Summary**

Maintains official records and vital statistics of the Town; performs all Town Clerk functions prescribed by State law and Town ordinance.

**Essential Duties and Responsibilities**

*These examples are illustrative only and are not intended to include all duties found in this position.*

- Pursuant to RSA 41, other New Hampshire statutes, federal law, Town of Hudson code and ordinances, serves as official custodian of Town records.
- Records and maintains all the records of the Board of Selectmen and the proceedings of other boards and committees as required.
- Records and reports vital statistics (births, marriages, deaths, etc.), and provides certified copies.
- Maintains an updated knowledge of relevant local, State and Federal regulations.
- Provides Notary Public services. Prescribes oaths to public officials.
- Records and maintains UCC filings.
- Maintains courteous, timely and effective communications with Town and State employees, officials and the public regarding questions of law, procedures and information related to Town records.
- Issues marriage licenses and dog licenses. Records and files various other applications, contracts, checklists, licenses and other public documents. Collects and records fees, maintains appropriate accounting records, deposits monies promptly.
- Arranges municipal, state and national elections and maintains all election records and property used for elections. Registers voters, accepts candidate filings for office and submits filings to proper authorities; prepares ballots, tally sheets, and newspaper notices; receives and processes absentee ballot requests; administer elections and reports their outcome.
- Appoints and supervises Deputy Town Clerk as necessary.

**Knowledge, Skills and Abilities Required**

Considerable knowledge of State and local laws governing elections, licensing, vital statistics, and related laws governing operations of Town Clerk's office;

Considerable knowledge of Town organization; considerable knowledge of office practices and procedures, particularly records maintenance;



Considerable knowledge of principles and procedures of modern accounting, including governmental accounting.

Skill in the use of a personal computer using standard office and specialized departmental software.

Ability to interpret and follow detailed legislative procedures; ability to plan, organize, and supervise the work of others;

Ability to make accurate arithmetic calculations; ability to speak and write effectively;

Ability to maintain records and prepare reports;

Ability to establish and maintain effective working relationships with the public, subordinates, and Town officials.

### **Working Conditions and Physical Demands/Abilities**

- Normal office environment, not subject to extremes in temperature, noise, odors, etc.
- Regularly uses computer keyboards, calculator and other office equipment requiring eye-hand coordination and finger dexterity.
- Sufficient clarity of speech and hearing or other communication capabilities which permits the employee to communicate effectively.
- Sufficient vision or other powers of observation which permits the employee to review a wide variety of written material in electronic or hardcopy form;  
Involves travel to meetings and other communities.

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*The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required.*

**\*Position incumbents who are or become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.**

**ARTICLES CONTINUED**

**Article 14 Benson Park Renovation Capital Reserve Fund Funding**

Shall the Town of Hudson vote to raise and appropriate the sum of \$10,000 which will be added to the Benson Park Renovation Capital Reserve Fund previously established in March 1998? YES   
NO

Recommended by the Board of Selectmen 5-0  
Recommended by the Budget Committee 9-1  
Tax Rate Impact is \$0.00

**Article 15 Readopt Optional Veterans' Tax Credit**

Shall the Town of Hudson vote to re-adopt the OPTIONAL VETERANS' TAX CREDIT in accordance with RSA 72:28, II, for an annual tax credit on residential property of \$600 (Majority vote required) YES   
NO

Recommended by the Board of Selectmen 4-0  
Tax Rate Impact is \$0.00

**Article 16 Readopt All Veterans' Tax Credit**

Shall the Town of Hudson readopt the ALL VETERANS' TAX CREDIT in accordance with RSA 72:28-b, for an annual tax credit on residential property which shall be equal to the same amount as the standard or optional veterans' tax credit voted by the Town of Hudson under RSA 72:28 (Majority vote required) YES   
NO

Recommended by the Board of Selectmen 4-0  
Tax Rate Impact is \$0.00

**Article 17 Discontinue Combined Town Clerk/Tax Collector**

Shall the Town of Hudson vote pursuant to RSA § 41:45-a II, to discontinue the combined office of Town Clerk/Tax Collector? If adopted, the person holding the combined elected office of Town Clerk/Tax Collector shall continue to hold the combined office until after the date of the next annual town election, following which, that person shall continue to hold the office of Town Clerk until the expiration of that term of office, and the Selectmen shall appoint another individual as Tax Collector in accordance with RSA §41:33. YES   
NO

Recommended by the Board of Selectmen 5-0  
Tax Rate Impact is \$0.00

**Article 18 Establish a Public Safety Services Revolving Fund**

Shall the Town of Hudson vote to establish a Public Safety Services (PSS) revolving fund pursuant to NH RSA 31:95-h (c) for the purpose of providing public safety services? Fifty percent (50%) of revenues received from Police Detail Cruiser Fees shall be deposited into the fund, and the money 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 Board of Selectmen, and no further approval of the Town Meeting shall be required to expend from the fund. These funds may be expended only for purposes of Police Fleet Purchasing/outfitting, Police Fleet Maintenance, or Public Safety Services equipment needed in conjunction with special events, highway construction, other construction, or any other public safety purpose deemed appropriate by the Board of Selectmen. The Public Safety Services revolving fund shall go into effect on July 1, 2023. YES   
NO

Recommended by the Board of Selectmen 5-0  
Recommended by the Budget Committee 10-0  
Tax Rate Impact is \$0.00

**Article 19 Appoint Conservation Commission as Agents to Expend**

Shall the Town of Hudson vote to appoint the Hudson Conservation Commission as agents to expend as authorized by RSA 31:19-a, I, from the Forest Maintenance Fund, previously established in 2018? No funds to be raised by taxation. YES   
NO

Recommended by the Board of Selectmen 5-0  
Tax Rate Impact is \$0.00

**Article 20 Adopt Hudson Community Power Plan**

Shall the Town of Hudson vote to adopt the Hudson Community Power plan, to authorize the Board of Selectmen to implement the plan and to take all action in furtherance thereof, pursuant to RSA 53-E. The Hudson Community Power plan is an opt-out program that offers more flexible electricity procurement. The plan will initially provide lower electricity rates for residents, or it will not launch. Initial participation in the plan can be declined, after which enrollment becomes voluntary. YES   
NO

Recommended by the Board of Selectmen 5-0  
Tax Rate Impact is \$0.00

**GO TO NEXT BALLOT AND CONTINUE VOTING**