



# TOWN OF HUDSON

## Board of Selectmen

12 School Street  
Hudson, New Hampshire 03051

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Roy E. Sorenson, Town Administrator  
rsorenson@hudsonnh.gov · Tel: 603-886-6024 · Fax: 603-598-6481

### BOARD OF SELECTMEN MEETING

January 27, 2025

7:00 PM

Board of Selectmen Meeting Room, Town Hall

**Attorney-Client Session under RSA 91-A:2 I**

**Beginning at 5:45 p.m.**

*(Regular meeting will begin immediately after Non-Public Session)*

#### AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ATTENDANCE**
4. **PUBLIC INPUT**
5. **RECOGNITIONS, NOMINATIONS & APPOINTMENT**
  - A. Recognitions - None
  - B. Nominations
    - 1) Benson Park Advisory Committee – Evan Maloney, member request
      - One (1) member vacancy to expire April 2028
      - One (1) member vacancy to expire April 2026
    - 2) Benson Park Advisory Committee – Ellen Griffin, member request
      - One (1) member vacancy to expire April 2028
      - One (1) member vacancy to expire April 2026
  - C. Appointments – None

**6. CONSENT ITEMS**

**A. Assessing Items**

- 1) Current Use Lien Release
- 2) 2025 Property Tax Abatement Application
- 3) Abatement
- 4) Pro-rated Tax Abatement
- 5) Supplemental Property Tax Bills
- 6) Veterans Tax Credit
- 7) All Veteran Tax Credit

**B. Water/Sewer Items**

- 1) Water Abatements

**C. Licenses & Permits & Policies**

- 1) Tag Day Sales – Girl Scouts of the Green and White Mountains
- 2) Hawker/Peddler – The Blushing Rose

**D. Donations – None**

**E. Acceptance of Minutes**

- 1) January 13, 2026

**F. Calendar**

01/27	7:00	Board of Selectmen	BOS Meeting Room
01/28	7:00	Planning Board	Hills Memorial Library
01/31	9:00am	Town Deliberative Session	Hudson Community Center
02/04	7:00	Budget Committee	Buxton Meeting Room
02/07	9:00am	School Deliberative Session	Hudson Community Center
02/09	7:00	Conservation Commission	Buxton Meeting room
02/09	7:00	Cable Utility Committee	Hudson Cable Access Center
02/10	7:00	Board of Selectmen	BOS Meeting Room

**7. OLD BUSINESS**

**A. 2027 Statistical Revaluation Bid Award – Assessing/Decision**

**8. NEW BUSINESS**

**A. Public Hearing: Solar Exemption Proposed Cap – Assessing/Discussion**

**B. 2027 Target Flow Center Appraisal Contract – Assessing/Decision**

**C. 2027-2031 Public Utility and Telecommunications Property Reassessment Contract – Assessing/Decision**

**D. Winter Operations Update – DPW/Discussion**

**E. Target Public Safety Fund Strategic Plan Update – Fire/Discussion**

**F. Public Hearing: Hawker/Peddler/Vendor Licenses Update – DDS/Decision**

**G. Public Hearing: 2026 Exotic Aquatic Plant Control Grant – DDS/Decision**

**H. Contract Approval for DASH and Herbicide Treatments – DDS/Decision**

**I. Belknap Road Extension – Right of Way Purchase – DDS/Decision**

- J. **Status Update on Town Hall Improvement and Available Properties –**  
*DDS/Discussion*
- K. **Benson Park – Administration/Discussion**
- L. **Annual Report – Administration/Decision**
- M. **December FY26 Revenue and Expenditures – Administration/Informational**

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

10. **REMARKS BY TOWN ADMINISTRATOR** – *Presentation*

11. **REMARKS BY SCHOOL BOARD**

12. **ENTER NONPUBLIC SESSION** *(if necessary)*

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

13. **ENTER PUBLIC SESSION**

14. **ADJOURNMENT**

**Reminder ...**

Items for the next agenda, with complete backup, must be in the Selectmen's Office  
no later than 12:00 noon on **Thursday, February 5, 2026.**

5B1



How may we help you?

## Submission #98

[Print](#)   [Resend e-mails](#)

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### Submission information

Form: [Board & Committee Application](#)

Submitted by Visitor (not verified)

Mon, 01/12/2026 - 12:42pm

69.43.119.2

**Date**

Mon, 01/12/2026

**First Name**

Evan

**Last Name**

Maloney

**Street Address**

10 Evergreen Drive

**Home Phone**

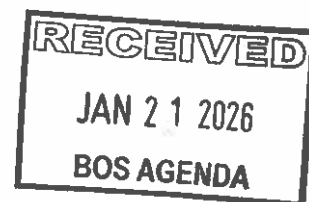
508-847-9362

**Work Phone**

603-314-1704

**E-mail Address:**

evanmaloney08@gmail.com





**Education**

Doctorate of Education (EdD) in Higher Education Administration

**Occupation (or former occupation if retired)**

University Administrator

**Special Interests****Professional/Community Activities**

Clerk of the Board of Trustees at Mechanics Hall (Worcester, MA)

**Reference**

Garland Mann-Lamb (current Hudson Supervisor of the Checklist)

**Reason for Applying**

I am excited to submit my application for membership on the Benson Park Committee. After moving to Hudson in spring of 2024, the park quickly became a favorite spot in town for me (and my dog, Radcliffe). The park brings so much to our community as both a recreation space and a location for community gathering. The transition of the space from a privately owned zoo to a public recreation space is a great success story for the Town of Hudson and the region. Too often, when businesses like this fail, the space is left to fall into disrepair. Benson's incredible success as a public community space is a testament to the hard work of our town leadership and the dedication of the Benson Park Committee and other volunteers. I would be excited and proud to continue this great work as a member of the Committee. I believe my professional experience as a college administrator, my experience as a non-profit board member, and my personal affinity for Benson as a public space would allow me to contribute positively to the Committee's important work.

**Please check the area in which you are interested in serving:**

Member

**Please select area of interest**

Benson Park Committee

**Areas of Expertise**

- Communications
- Other

**Are you a Hudson, NH resident?**

yes

[Previous submission](#) [Next submission](#)

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12 School Street | Hudson, NH 03051 | (603) 886-6000

5B2



How may we help you?

## Submission #99

[Print](#)   [Resend e-mails](#)

[Previous submission](#)

[Next submission](#)

### Submission information

Form: [Board & Committee Application](#)

Submitted by Visitor (not verified)

Tue, 01/20/2026 - 9:29am

155.190.17.5

**Date**

Sat, 01/17/2026

**First Name**

Ellen

**Last Name**

Griffin

**Street Address**

22 Roy Drive

**Home Phone**

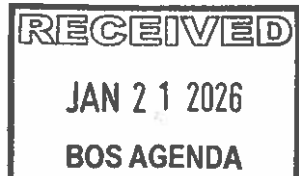
603-921-4049

**Work Phone**

978-409-5706

**E-mail Address:**

emgriffin429@gmail.com



**Education**

BS Business Management

**Occupation (or former occupation if retired)**

Recall Program Manager

**Special Interests****Professional/Community Activities**

School Board - IJS & NCRJHS, BOD Mary's Dogs Rescue

**Reference**

Lindsey Gratiano

**Reason for Applying**

Volunteering in the community to help preserve Bensons.

**Please check the area in which you are interested in serving:**

Member

**Please select area of interest**

Benson Park Committee

**Areas of Expertise**

Communications

**Are you a Hudson, NH resident?**

yes

[Previous submission](#)

[Next submission](#)



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12 School Street | Hudson, NH 03051 | (603) 886-6000

**TOWN OF HUDSON****Assessing Department**

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

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

From: Jim Michaud, Chief Assessor

Date: January 27, 2026

Re: Current Use Lien Release  
Map 179 Lot 004

***Recommended Motion: Motion to approve the attached Current Use Penalty Lien Release for Map 179 Lot 004 as recommended by the Chief Assessor.***

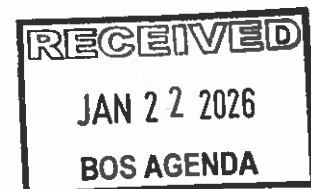
**Background:**

The attached Current Use Lien Release for the above referenced site is for the BOS's review and consideration to approve. The current property owners of Tax Map 179 Lot 004, Scott & Sandra Pellerin, purchased a portion (4.13 Ac +/-) of land from the owners of Tax Map 179 Lot 005 on 12/30/2025 for \$30,000. This land was merged into their lot via Plan #42655. The 4.13 AC was in current use, and, now that the new owners own it, they have less than 10 acres of land and this portion of land is now not eligible to remain in the current use program.

The sale was to an abutter, sales to abutters typically represent a premium as abutters are, typically, unduly influenced to pay more than market value as they seek to enhance their already existing investment in their adjacent property. Further, substantial acreage of that 4.13 AC is wetlands, wetlands setback, topology considerations, and is not buildable land on its own right, and that land was merged anyways with an existing lot.

Given the details and adjustments considerations above, it is estimated that the fair market value of this property was approximately \$20,000, approx. \$5,000 per acre, less. The land use change tax (LUCT) is calculated at 10% x \$20,000 = \$2,000 LUCT for this portion of the site

CurrUseLienReleaseM179Lot4BOSMemo



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

**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>PELLERIN</b>	FIRST NAME/CORPORATION/TRUST NAME <b>SANDRA</b>	INITIAL <b>A</b>
	LAST NAME/CORPORATION/TRUST NAME <b>PELLERIN</b>	FIRST NAME/CORPORATION/TRUST NAME <b>SCOTT</b>	INITIAL <b>R</b>
	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>110 KIMBALL HILL ROAD</b>		
	MUNICIPALITY <b>HUDSON</b>	STATE <b>NH</b>	ZIP CODE <b>03051</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>SITE LESS THAN 10 AC OF CONTIGUOUS LAND</b>			
	(b) ACCESSIBLE STREET LOCATION <b>KIMBALL HILL RD</b>		MUNICIPALITY <b>HUDSON</b>	COUNTY <b>HILLSBOROUGH</b>
	(c) TOTAL ACRES OF PARCEL <b>4.13 AC</b>	PARCEL TAX MAP AND LOT # <b>179-004 ACCT#3580</b>		DEED BOOK AND PAGE # <b>9919 1585</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>HAROLD SMITH</b>	DEED BOOK AND PAGE # <b>2716 689</b>	
(b) Total Number of Acres Originally Enrolled in Current Use	<b>49 AC</b>	
(c) Total Number of Acres Previously Released Since The Original Recording	<b>23.76</b>	
(d) Number of Acres Subject to the LUCT Per This Assessment	<b>4.13 AC</b>	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	<b>21.11</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>SITE LESS THAN 10 ACRES OF CONTIGUOUS LAND UNDER INDENTICAL OWNERSHIP</b>	
(b) Actual Date of Change in Use (MM/DD/YYYY)	<b>12/30/25</b>
(c) Full and True Market Value at Time of Change in Use	\$ <b>20,000</b>
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ <b>2,000</b>

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

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>BOB GUESSFERD</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>HEIDI JAKOBY</b>	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink) <b>XEN VURGAROPULOS</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>PELLERIN</b>		FIRST NAME/CORPORATION/TRUST NAME <b>SANDRA &amp; SCOTT</b>	INITIAL
MAILING ADDRESS <b>110 KIMBALL HILL RD</b>			
MUNICIPALITY <b>HUDSON</b>	STATE <b>NH</b>	ZIP CODE <b>03051</b>	
(b) Actual Date of Change in Use (MM/DD/YYYY)		align="center"> <b>12/30/25</b>	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)			
(d) Full and True Market Value at Time of Change in Use		align="right">\$ <b>20,000</b>	
(e) Land Use Change Tax Due		align="right">\$ <b>2,000</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, CO CHRISTINE STROUT-LIZOTTE, TAX COLLECTOR</b>		
MAILING ADDRESS: <b>12 SCHOOL STREET</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 - 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		
STREET ADDRESS 12 SCHOOL STREET		
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: \$ 2,000 Interest at 18% will be assessed after 30 days.	
(e) Given under our hands at 7 PM	
(f) This day of JANUARY 27, 2026	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY SANDRA & SCOTT PELLERIN	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 110 KIMBALL HILL RD, HUDSON NH 03051	
(h) MUNICIPAL TAX MAP 179-004-000	LOT NUMBER ACCT#3660

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

TYPE OR PRINT NAME (In black or dark blue ink) DILLON DUMONT	SIGNATURE (In black or dark blue ink)	DATE
TYPE OR PRINT NAME (In black or dark blue ink) BOB GUESSFERD	SIGNATURE (In black or dark blue ink)	DATE
TYPE OR PRINT NAME (In black or dark blue ink) DAVID S. MORIN	SIGNATURE (In black or dark blue ink)	DATE
TYPE OR PRINT NAME (In black or dark blue ink) HEIDI JAKOBY	SIGNATURE (In black or dark blue ink)	DATE
TYPE OR PRINT NAME (In black or dark blue ink) XEN VURGAROPULOS	SIGNATURE (In black or dark blue ink)	DATE

**TOWN OF HUDSON****Assessing Department**

12 School Street

Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor

jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

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

From: Jim Michaud, Chief Assessor *jm*

Date: January 27, 2026

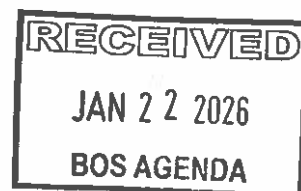
Re: 2025 Property Tax Abatement Application  
Map 175 Lot 008 – 16 George Street

***Recommended Motion:*** To adjust the assessment on Map 175 Lot 008, 16 George Street, from \$576,700 to \$551,1000 as recommended by the Chief Assessor

**Background:**

The Assessing Department recommends that the BOS approve and sign the attached abatement form for the above referenced single family home property. The Town assessed the property for the 2025 property tax year at \$576,700, the Town's assessment ratio for 2025 is 81.1% and the ratio'd market value from the assessment above is \$711,097.

The property owner filed the abatement application citing incorrect square footage of finished living area on the assessment record. Assessing staff conducted an on site review and determined there was some errata in the square footage and adjusted the assessment record card to reflect that. The property owner did refuse to allow an interior review of the basement, the property owner has subsequently stated in writing to a government official (Assessing Department) that the basement area is 100% not finished, which is what the existing assessment record card shows.



**TOWN OF HUDSON****Assessing Department**

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

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

From: Jim Michaud, Chief Assessor *jm*

Date: January 27, 2026

Re: Abatement – Tax Map 174 Lot 118 – 70 Highland Street

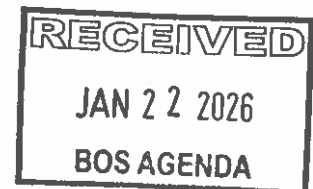
***Recommended Motion: To approve an abatement for Tax Map 174 Lot 118 – 70 Highland Street, as recommended by the Chief Assessor.***

**Background:**

I recommend that the Board of Selectmen approve the abatement on the above referenced property. The property was due to have a partial/fractional elderly exemption applied to it, the interaction between VISION appraisal software and Munismart tax collection did not successfully apply that to the 2025 property tax bill. This item will be rectified going forward. The abatement will properly return the excess payment to the taxpayer.

Cc: File

2025AbateApproval70Highland Street



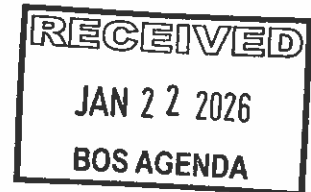


## TOWN OF HUDSON

### Assessing Department

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481



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

From: Jim Michaud, Chief Assessor *jm*

Date: January 27, 2026

Re: Pro-rated tax abatement –6 Charles Street - Tax Map 190 Lot 017

***Recommended Motion: To approve an abatement for pro-rated 2025 property taxes for Map 190 Lot 017, 6 Charles Street, as per the attached abatement forms, as recommended by the Chief Assessor.***

#### Background:

The property referenced above suffered an unintended fire on 4/6/2025 that caused the primary building (with an address of 6 Charles Street - there are two primary buildings on the same lot) 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 affected building only) for the remainder of that tax year. The property owner, and property, meet all of the above criteria, confirmed with owner as well as HFD, the proration goes from 4/6/2025 – 3/31/2026 (end of 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 that this is the largest property for which we have received an RSA 76:21 abatement application on, the RSA itself does contain a limitation on the amount of total property tax relief that a municipality is, required, to abate on, law portion summary as follows below. We are well within the limitation.

#### “RSA 76:21

V. The total tax reduction from proration under this section for any city or town shall be limited to an amount equal to 1/2 of one percent of the total property taxes committed in the tax year. If the assessing officials determine that it is likely that this limit will be reached, the proration shall not be applied to any additional properties.”



## TOWN OF HUDSON

### Assessing Department

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

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

From: Jim Michaud, Chief Assessor

Date: January 27, 2026

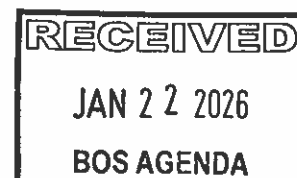
Re: Supplemental Property Tax Bill  
7 Hickory Street – Tax Map 203 Lot 125

***Recommended Motion: To deny a Service-Connected Total and Permanent Disabled Veterans Tax Credit, and deny a veterans tax credit, and issue a supplemental property tax bill, for the 2025 tax year, for Map 203 Lot 125, 7 Hickory Street, as attached, as recommended by the Chief Assessor.***

The above property incorrectly received a Totally and Permanent Disabled Veterans Tax Credit (\$3,000.00), and a veteran tax credit (\$600.00), for the 2025 property tax year. The prior owner, who sold this property on 12/16/2025, claimed residency, his principal place of abode, in the City of Nashua for the 2025 property tax year and he received a Service-Connected Total & Permanent Disabled Tax Credit on his property in Nashua for the 2025 property tax year. In as much as residency, in the Town of Hudson, for as of April 1 2025, is a necessary prerequisite in order to receive a those veterans tax credits, the tax credits need to be retroactively denied and a supplemental tax bill issued. The current property owner and prior property owner have been informed of this in writing. The Town's legal counsel has also reviewed this fact pattern and is in agreement that these are the proper, and required, actions for the BOS to take. The attached supplemental tax bill corrects for the above. The statutory references for disqualification from the property tax credit program is found under RSA 72:33 I, for supplemental tax bills the statutory cite is RSA 76:14.

It is of note that the supplemental tax bill is required to go to the current owner of record, which is now the new owner, and not the original owner who had qualified in prior years for those tax credits.

2025SuppBill7HickorySt



**TOWN OF HUDSON****Assessing Department**

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

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

From: Jim Michaud, Chief Assessor *hm*

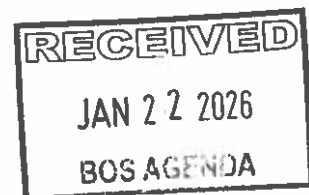
Date: January 27, 2026

Re: Supplemental Property Tax Bill  
5 Lawrence Road – Tax Map 153 Lot 010

***Recommended Motion: To deny an elderly property tax exemption, and issue a supplemental property tax bill, for the 2025 tax year, for Map 153 Lot 010, 5 Lawrence Road, as attached, as recommended by the Chief Assessor.***

The above property incorrectly received an Elderly Exemption (\$132,000 in assessed value) for the 2025 property tax year. The owner, as a result of follow up from the Assessing Department after reception of a recorded deed, has verbally informed us that 5 Lawrence Road was not their principal place of abode for the 2025 property tax year. In as much as that is a necessary prerequisite in order to receive an elderly property tax exemption, the exemption needs to be retroactively denied and a supplemental tax bill issued. The property owner is fully aware that this action is being recommended. The attached supplemental tax bill corrects for the above. The statutory references for disqualification from the property tax exemption program is found under RSA 72:33 I and RSA 72:23-m, for supplemental tax bills the statutory cite is RSA 76:14.

2025SuppBill5LawrecncRd



6A6



## TOWN OF HUDSON

### Assessing Department

12 School Street  
Hudson, New Hampshire 03051

---

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

To: Board of Selectmen  
Roy Sorenson, Town Administrator

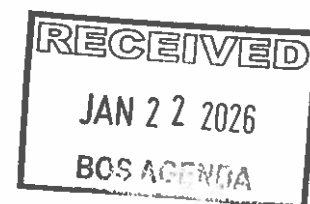
From: Jim Michaud, Chief Assessor

Date: January 27, 2026

Re: Veteran Tax Credits:

23A Robinson Rd. – map 144/ lot 004/ sub 001  
11 St. Eugene Way – map 216/ lot 014/ sub 103

***Recommended Motion:*** I recommend the Board of Selectmen sign the PA-29 forms granting Veteran Tax Credits to the property owners listed above. The property owners have provided the proper documents to prove their qualifications.



**TOWN OF HUDSON****Assessing Department**

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

To: Board of Selectmen  
Roy Sorenson, Town Administrator

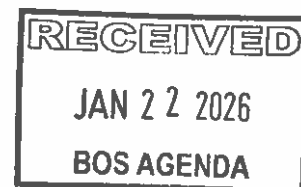
From: Jim Michaud, Chief Assessor

Date: January 27, 2026

Re: All Veteran Tax Credit:

7 Derry Lane – map 147/ lot 025

***Recommended Motion:*** I recommend the Board of Selectmen sign the PA-29 form granting an All Veteran Tax Credit to the property owner listed above. The property owner has provided the proper documents to prove their qualifications.







6B1.1

TOWN OF HUDSON  
Water Utility



12 School Street Hudson, New Hampshire 03051 Tel: 603-886-6002 Fax: 603-881-3944

01/28/2026

The Municipal Utility Committee recommends to the Board of Selectman that the following application(s) for abatement(s) from water utility charges be

**APPROVED:**

**W-UTL-26-01 (12/30/2025) Janes. C. Patrikis Acct # 3506149510**

The Municipal Utility requests abatement on the basis that customer was billed in error because of a clerical error. The committee recommends abatement in the amount of \$190.00.

The Committee voted to recommend approval of this abatement due to clerical error.

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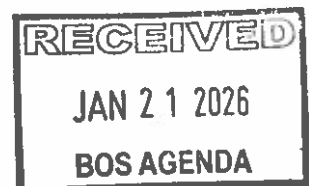
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Date: \_\_\_\_\_





# TOWN OF HUDSON

## Selectmen's Office



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

**Account # 3506149510 Date: 01/28/2026**

**Name: James C. Patrikis**

**Property Address: 316 Fox Run**  
Hudson. NH 03051

### **RE: WATER UTILITY ABATEMENT REQUEST**

Dear Sir or Madam:

Please be advised that the Board of Selectmen reviewed your Abatement Request at their regular meeting which was held on January 27, 2026.

The Hudson Board of Selectmen has approved your abatement request in the amount of \$190.00, due to clerical error. If you have any questions concerning your account, please contact the Water Utility Clerk at the Water Utility Office between the hours of 8:00 am and 4:30 pm Monday through Friday. 603-886-6002.

The Hudson Board of Selectmen:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date



# TOWN OF HUDSON

## Water Utility



12 School Street Hudson, New Hampshire 03051 Tel: 603-886-6002 Fax: 603-881-3944

### APPLICATION FOR WATER UTILITY ABATEMENT

ABATEMENT # W-UTL-2601

\*\*\*\*\* APPLICANT MUST FILL IN ALL SPACES BELOW AND SIGN \*\*\*\*\*

Water Account #: 3506149510 Date: 12/30/25  
Name of Applicant: Valerie Marquez  
Name of Property Owner: James C. Patrikis  
Address of Property: 316 Fox Run  
Parcel ID: 168-068-036 Amount: \$ 190

I/We request an Abatement of water charges on the property listed above for the billing period

11/7/25 - 1/5/26, for the following reason(s): forgot to remove  
the backflow charge and billed customer two  
more times in error.

Signature of Applicant(s): Valerie Marquez Date: 12/30/25  
Date: \_\_\_\_\_

Mailing Address: Street: 12 School Street Town/City: Hudson  
State: NH Zip Code: 03051 Phone #: (603) 886-6002

### RETURN COMPLETED APPLICATION TO THE WATER UTILITY CLERK

Do not write below this line- official use only

Date Received: 12/30/25 Received By: Sandra Kirkland  
Type of Request: \_\_\_\_\_

Monthly Utility Rents: \_\_\_\_\_ Monthly Fire Service Fee: \_\_\_\_\_ Water Connection Fee: \_\_\_\_\_ Water Access Fee: \_\_\_\_\_

Total Abatement Amount: \$ 190 Refund Amount: \$ \_\_\_\_\_



6B1.2

TOWN OF HUDSON  
Water Utility



12 School Street Hudson, New Hampshire 03051 Tel: 603-886-6002 Fax: 603-881-3944

01/28/2026

The Municipal Utility Committee recommends to the Board of Selectman that the following application(s) for abatement(s) from water utility charges be

**APPROVED:**

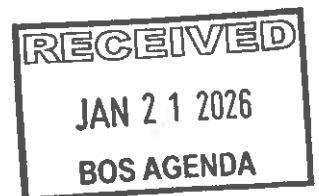
**W-UTL-26-03 (1/12/2026) Michael James, LLC. Acct # 3503541904**

The Municipal Utility requests abatement on the basis that customer was billed in error because of a clerical error. The committee recommends abatement in the amount of \$190.00.

The Committee voted to recommend approval of this abatement due to clerical error.

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

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





# TOWN OF HUDSON

## Selectmen's Office



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

**Account # 3503541901 Date: 01/28/2026**

**Name: Michael James, LLC.**

**Property Address: 22 Flagstone Drive**  
Hudson, NH 03051

### **RE: WATER UTILITY ABATEMENT REQUEST**

Dear Sir or Madam:

Please be advised that the Board of Selectmen reviewed your Abatement Request at their regular meeting which was held on January 27, 2026.

The Hudson Board of Selectmen has approved your abatement request in the amount of \$190.00, due to clerical error. If you have any questions concerning your account, please contact the Water Utility Clerk at the Water Utility Office between the hours of 8:00 am and 4:30 pm Monday through Friday. 603-886-6002.

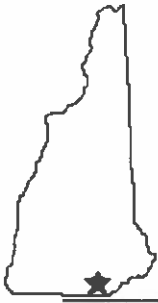
The Hudson Board of Selectmen:

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Chairman

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Date



7B

# TOWN OF HUDSON

## Water Utility



12 School Street Hudson, New Hampshire 03051 Tel: 603-886-6002 Fax: 603-881-3944

### APPLICATION FOR WATER UTILITY ABATEMENT

ABATEMENT # W-VTL-26-02

\*\*\*\*\* APPLICANT MUST FILL IN ALL SPACES BELOW AND SIGN \*\*\*\*\*

Water Account #: 3503541904 Date: 11/21/26  
Name of Applicant: Valerie Marquez  
Name of Property Owner: Michael James LLC  
Address of Property: 22 Flagstone Drive  
Parcel ID: 221-007-000 Amount: \$ 190.00

I/We request an Abatement of water charges on the property listed above for the billing period

10/31/25 - 12/31/25, for the following reason(s): after billing for back-flow charges in November bill forgot to take the charge out making customer get billed two more times.

Signature of Applicant(s): Valerie Marquez Date: 11/21/26  
Date: \_\_\_\_\_  
Mailing Address: Street: 12 School St Town/City: Hudson  
State: NH Zip Code: 03051 Phone #: 603-886-6002

### RETURN COMPLETED APPLICATION TO THE WATER UTILITY CLERK

Do not write below this line- official use only

Date Received: 11/21/26 Received By: Valerie Marquez  
Type of Request: \_\_\_\_\_  
Monthly Utility Rents: \_\_\_\_\_ Monthly Fire Service Fee: \_\_\_\_\_ Water Connection Fee: \_\_\_\_\_ Water Access Fee: \_\_\_\_\_  
Total Abatement Amount: \$ 190.00 Refund Amount: \$ \_\_\_\_\_

6C1

RECEIVED



## TAG DAY SALES

Hudson, NH

JAN 16 2026

TOWN OF HUDSON  
SELECTMENS OFFICE

### RSA 31:91 Soliciting Funds

The right to grant permits for soliciting funds for charitable purposes and for the sale of tags, flowers or other objects for charitable purposes shall be vested in the mayor, aldermen of a city or the selectmen of towns.

Instructions to obtain Tag Day Permit:

1. **Submit a letter to the Board of Selectmen** at 12 School Street, Hudson, NH 03051, stating the date, time and location that the collection of funds will take place (email ehynesbrock@hudsonnh.gov).
2. **Indicate how the collected funds will be used/distributed** or to whom it will benefit or to whom the funds will be collected on behalf of.
3. **Include verification of being properly registered** with the NH Attorney General's Office, Division of Charitable Trusts, unless exempt, i.e., governmental subdivisions or religious organizations, who shall provide verification they are the bona fide representative of an exempt entity (RSA 7:19, ct sq).
4. **Include name, address, phone number and e-mail** of a contact person in case there are questions, concerns or if additional information is required.
5. **Include a signed letter of permission** from the establishment where the collection of funds will take place.

-----  
**For Office Use Only**

Organization Girl Scouts of the Green & White Mountains

\_\_\_\_\_ Approved \_\_\_\_\_ Denied by Board of Selectmen on \_\_\_\_\_

If denied, reason \_\_\_\_\_

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

January 15, 2026

RE: Cookie Booths

To: Board of Selectmen

Girl Scouts of the Green and White Mountains Service Unit 219 Troops are requesting a permit to hold Cookie Booths during our 2026 Cookie Season in Hudson, NH.

These Cookie Booths will be held on the following dates/times:

Sunday February 15	10am - 6pm
Saturday February 21	10am - 6pm
Saturday February 28	10am - 6pm
Saturday March 7	10am - 6pm
Saturday March 14	10am - 6pm
Saturday March 21	10am - 6pm

Location:

Ayottes Stateline Market  
100 River Rd  
Hudson, NH 03051

Collected funds will benefit Girl Scouts of the Green and White Mountains and collected on behalf of them. Each year, Girl Scouts sell cookies to support their program activities including travel, education, STEM activities, as well as provide means to conduct community service projects.

Thankyou,  
Rebecca Green  
35 Spring Street, Pelham NH 03076  
beckyg2357@gmail.com  
617-549-9711





# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Girl Scouts of the Green and White Mountains is a New Hampshire nonprofit corporation formed January 28, 1958. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13<sup>th</sup> day of February A.D. 2012

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

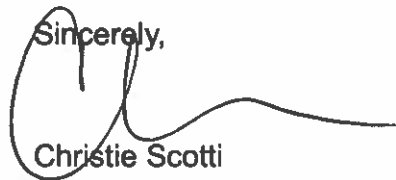
January 15, 2026

Re: Cookie Booths

To: Board of Selectmen

Girl Scouts of the Green and White Mountains Service Unit 219 Troops have permission to conduct Cookie Booths at Ayottes Stateline Market during the 2026 Cookie Season. Booths will take place February 15 - March 21).

Sincerely,

A handwritten signature in black ink, appearing to read 'Christie Scotti', with a long, sweeping horizontal line extending to the right.

Christie Scotti  
Ayottes Market  
100 River Road  
Hudson, NH 03051  
603-883-5235  
Ayottesmarket.com

6C2

RECEIVED

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

JAN 15 2026

TOWN OF HUDSON  
SELECTMENS OFFICE

**APPLICATION FOR HAWKER/PEDDLER/INTERANT VENDOR'S LICENSE**

Hudson Town Code, Chapter 232

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

1. Applicant: The Blushing Rose/ George Kessler DOB: 7/2/44
2. Applicant's Address: 280 East Hunstable Rd Nashua NH 03057
3. Email Address: gm.kessler.ind@yaho.com
4. Home Phone #: 603 494 6322 Business Phone #: 603 494 6322
5. Goods Sold in the Name of: The Blushing Rose
6. Address & Phone if different from self: \_\_\_\_\_
7. Type of Vending Operation/Merchandise to be sold: Flowers plants.
8. Description of Stand or Vehicle (include Make/Model): 2/12/26 - 12/31/25
9. License #: \_\_\_\_\_ Registration #: \_\_\_\_\_
10. Date(s) of Sales: 2/2/26 - 12/31/26
11. Proposed Location(s) of Sales (be specific): Hudson Fair Valley
12. Approximate length of time at each Location: \_\_\_\_\_

- ☐ If proposed site is situated on private property, include a written statement from the owner and possessor of the property proposed to be used. This statement shall indicate consent by BOTH the owner and possessor for the proposed use and the period of time for which consent is given.
- ☐ In the case of sales relating to foods or beverages, include a copy of a valid Food Service License, issued by the State Department of Health & Human Services (271-4589).
- ☐ Applications will go before the Board of Selectmen at their next meeting following successful completion of this application, which is forwarded to the Selectmen's Office by the Zoning Administrator. If granted, applicant will be subject to all provisions of Chapter 232 of the Hudson Town Code governing Hawker/Peddler/Itinerant Vendors.
- ☐ Fees are \$5 for each day, \$25 for each week, or \$100 for each year. Annual licenses expire 12/31 each year.
- ☐ Exception for State License: Any person selling the product of his own labor, or his family, or the product of his own farm or one he tills. (RSA 320:3-II)

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

Signature: [Signature] Date:      /      /

OFFICE USE ONLY

**ZONING ADMINISTRATOR'S SECTION**

Location is consistent w/Zoning regulations:

☐ Health License Date of expiration: \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ Owners Permission

X Recommended

\_\_\_\_ Not Recommended w/reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

 1, 21, 26  
Zoning Administrator Date

Hillsborough County Registry of Deeds #: \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
Date

**POLICE DEPARTMENT SECTION**

XXX Recommended

\_\_\_\_ Not Recommended w/reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

 01, 22, 26  
Chief of Police Date

*True Value.*

Hudson True Value • 114 Derry Road • Hudson NH 03051

---

January 24<sup>th</sup>

To: Hudson Police Dept.  
1 Constitution Drive  
Hudson, NH 03051  
RE: Permit Verification

To Whom It May Concern,

This letter is to verify that George Kessler, operating as the Blushing Rose, has permission to sell flowers on our property at 114 Derry Rd. in Hudson, NH. Please feel free to contact me with any questions. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Rioux". The signature is fluid and cursive, with the first letter "G" being large and stylized.

Greg Rioux  
Vice President  
Hudson True Value  
Ph: 603-883-3100  
Fax: 603-883-8878



## HUDSON, NEW HAMPSHIRE BOARD OF SELECTMEN

### Minutes of the January 13, 2026 Budget Review Meeting

7:00 PM

Board of Selectmen Meeting Room, Town Hall

**Attorney-Client Session pursuant to RSA 91-A:3, (a) & (b) beginning at 6:30 p.m.**

Regular meeting will begin immediately after Non-Public Session

1. **CALL TO ORDER** – by Chairman Dumont the meeting of January 13, 2026 at 7:10 p.m. in the Selectmen Meeting Room at Town Hall.

Chairman Dumont: I call to order the meeting of January 13th, 2026 at 7:10 p.m. and the Board of Selectmen meeting room to Town Hall to order. All the motions that were made prior tonight during the non-public session will be read into the record after the meeting. We will start out with the Pledge of Allegiance.

2. **PLEDGE OF ALLEGIANCE** – Selectman Morin

3. **ATTENDANCE**

**Board of Selectmen:** Dillon Dumont, Bob Guessferd, Dave Morin, Xen Vurgaropulos and Heidi Jakoby.

**Staff/Others:** Town Administrator – Roy Sorenson; Police Chief – David Cayot; Patrol Officer Daniel Donahue and Canine Ice; HCTV Director – Mike Johnson; Fire Chief – Scott Tice; Development Services Director – Elvis Dhima; Planning Board Member – George Hall; Benson Park Advisory Committee Member – Susan Clement; School Board Liaison – Mike Campbell; Executive Assistant – Lorrie Weissgarber.

Chairman Dumont: So, I'm going to do things a little out of order here, I'm actually going to push Public Input beyond Recognitions so we can move some of these people along.

5. **RECOGNITIONS, NOMINATIONS & APPOINTMENTS**

- 1) **Recognitions**

- 1) MPO Donahue and K9 Ice – Hudson Police Department
  - o 10 Years of Service Recognition

Chairman Dumont: So, we're going to hear recognitions first, and we're going to start off with Master Patrol Officer Daniel Donahue, and I will turn it over to the Police Chief Cayot.

Chief Cayot: So, we wanted to have the opportunity to have Master Patrol Officer Dan Donahue and his partner K-9 Ice come in. They've been together for almost 10 years, and K-9 Ice just retired from the Police Department, so now he'll be spending the rest of his days with Master Patrolman Donahue at his house. So, we do have a proclamation.

Chairman, I didn't know if you were going to read a proclamation or if you want me to ...

Chairman Dumont: Go right ahead, sir.

Chief Cayot: All right. So honoring Master Patrol Officer Daniel Donahue and K-9 Ice. Whereas Master Patrol Officer Dan Donahue has devoted the past ten years to the Hudson Police Department's K-9 unit, demonstrating exceptional dedication, professionalism, and unwavering commitment to public safety. And whereas MPO Donahue has served as a cornerstone of the Hudson Police K-9 program, consistently displaying discipline, proficiency, and a deep understanding of K-9 handling, setting a standard of excellence for fellow officers and strengthening the operational capabilities of the department. And whereas throughout their partnership, K-9 Ice exemplified obedience, reliability, and steadfast service, establishing himself as a trusted and capable working dog who contributed significantly to the safety of both officers and residents of Hudson. And whereas MPO Donahue and K-9 Ice participated in countless deployments, searches, tracks, community demonstrations, and high-risk operations, their teamwork elevating the effectiveness of the department, enhancing its ability to

protect the community. And whereas MPO Donahue contributions extended beyond field operations, as he played a vital role in advancing the training, readiness, and reputation of the K-9 unit, while ensuring that Ice received the highest level of care, conditioning, and professional development. And whereas the partnership between MPO Donahue and K-9 Ice has represented the very best of handler K-9 dedication, both on duty and at home, and has left a lasting impact on the officers, the department, and the citizens they serve. And whereas K-9 Ice transitions into a well-deserved retirement, the Hudson Police Department expresses its deepest gratitude for his loyal service, sacrifice, and unwavering commitment to the community. Now, therefore, be it proclaimed that we, the Town of Hudson, and the Hudson Police Department, do hereby honor and recognize Master Patrol Officer Dan Donahue for his decade of outstanding service to the K-9 unit, and extend heartfelt appreciation for the distinguished career and retirement of K-9 Ice, whose contributions will be remembered with respect and gratitude for years to come. Signed today's date by the Town Administrator, myself, and the Chairman of the Board of Selectmen.

Chairman Dumont: So, I do have one other thing to read into the record before you go, if that's all right. It's just a years of service certification. So, for Daniel Donahue, the Town of Hudson Board of Selectmen would like to extend their thanks and sincere appreciation to Master Patrol Officer Daniel Donahue for his decade of outstanding service to the K-9 unit alongside retired K-9 Ice, recognizing a partnership that exemplifies dedication, professionalism, and commitment, both on duty and at home. On this date of the 13th of January, 2026. And I would remind everybody, obviously, not to approach unless accepted by Mr. Donahue, or Officer Donahue. So, if you don't mind, could I come up and shake your hand and give you this?

- 2) Detective Cassandra Avery – Hudson Police Department
  - o 20 Years of Service Recognition

Chairman Dumont: Next up, we have another recognition for Detective Cassandra Avery, and I will turn that over to Chief Cayot.

Chief Cayot: Thank you. Unfortunately, Detective Avery wasn't able to be here tonight, but I would like to read a little bio on her and thank her for her 20 years of service to the Hudson Police Department. Detective Avery began her law enforcement career with the Hudson Police Department on December 18, 2005. Detective Avery graduated from the New Hampshire's 139th Police Academy. Detective Avery is currently assigned to the Detective Unit. Prior to that, she served as the School Resource Officer for the various elementary schools in Hudson. Detective Avery taught DARE to many children. She serves on the Crime Scene Unit, and she was also a cadre at the New Hampshire Police Academy. Throughout her career, she helped with assisting the Legal Division as well. Detective Avery is very loyal to the Hudson Police Department and spent time volunteering at the Red Cross Blood Drives, Salvation Army Bell Ringing, and Chad Hospital Annual Toy Drive. Detective Avery has dedicated her job and has certainly been an asset to the Hudson Police Department for over 20 years. So, we would just like to congratulate her on her 20 years, and we look forward to many more.

Chairman Dumont: Thank you very much, sir. The same thing. I'll just read it on the record, and I'll give this to the Chief to hand off. But for 20 years of service to Cassandra Avery, congratulations from the Town of Hudson for their commitment and truly remarkable contributions. They're extremely appreciated. Signed this day, the 13th of January, 2026. 20 years in that field is something that's obviously very much appreciated, and it's not an easy task. So, thanks for the appreciation from the Board.

Chief Cayot: Thank you.

- 3) George Hall – Planning Board
  - o 25+ Years of Service Recognition

Chairman Dumont: All right. We have one more recognition for George Hall of the Planning Board for 25 years of service. Real quickly, before I turn it over to Selectman Guessferd, my interactions with George have been nothing but outstanding, so I just wanted to say that for the record, and I will turn it over to Selectman Guessferd to speak on that.

Selectman Guessferd: First, I'd like to have George come forward, please. Okay. So, George, it's, I'll come over there. But I figured I'd speak here so I can see everybody. Anyway, I've served with George for the last few years on the Planning Board. Whether you agree with him or not, when he makes a decision, his decisions are well thought out. And you can understand where he's coming from. Beyond that, for anybody to serve on a board is quite a volunteer achievement, and we appreciate that very, very much. We don't ever have enough volunteers. But to volunteer and take that job for 25 years on the Planning Board, and I can't imagine how many cases and applications you've seen, but that's a thankless job, and for doing it for 25 years, I can't think that they would want to do it more than 10 years. We have some people on that board that are very dedicated. They know what they're doing, and of course, that's also the expertise that you have, that you've demonstrated during our case deliberations and that sort of thing. So, George, maybe 25 more? So, I'm going to read into the record. The Town of Hudson Board of Selectmen extends our sincere appreciation to George Hall for over 25 years of dedicated service on the Hudson Planning Board, recognizing his commitment, leadership, and lasting contributions to the town and its residents. Presented this 13th day of January, 2026 by the Hudson Board of Selectmen. Thank you. All right. See you tomorrow night, George.

Chairman Dumont: Thank you so much. George, thank you. After everybody shakes hands, you mind taking a picture with us?

George Hall: Oh, my Gosh. Go ahead.

#### **4. PUBLIC INPUT**

Chairman Dumont: That takes care of our recognitions. I'm going to go back into the normal order of business. We will now go back into item number four, which is Public Input. Does anyone in the audience wish to address the Board on any issue which the Board has control of at this time? If you do, please come on up and state your name and address for the record. I will add, if you're here for a couple of the public hearings that are in our agenda, you will have the opportunity to speak during those as well. But if you'd like, come on up and state your name and address for the record.

Judy Brouillette, 183 Highland Street: I did write it just so that it would be more efficient when I speak. So, good evening. I would like to share several comments for the Board's consideration regarding Benson Park, specifically the dog park. I previously served as a member of Benson Park Advisory Committee and acted as chair for a period of time when Mr. Madden had to step down for medical reasons. In that role, I spent considerable amount of time reviewing the history and operations of the dog park, and the information I am sharing tonight is based on the research and firsthand experiences that I had. Over time, it became apparent that the dog park was being treated differently from the rest of Benson Park. When I researched its history, I learned that the dog park was originally developed through the efforts of a volunteer group that worked with the town and formed a non-profit organization to fundraise for the fencing and initial infrastructure. At the time, it was agreed that the park would be maintained by volunteers, and a goal was to open the park without using town funds. While the goal was achieved, the plan did not adequately consider the long-term maintenance or future challenges. Eventually, the non-profit was disbanded with the town's approval, and the remaining funds were transferred to the Friends of Benson's organization. However, by that point, there was no long-term structure in place to support the ongoing upkeep. Despite this, the town proudly promotes the dog park as part of Benson Park on its website, and it remains a heavily used and well-loved community asset. Today, nearly all of the original volunteers have moved on, with one individual who generously donates time to mow and assist whenever possible. I am also a regular patron of the dog park, visiting at least five days a week, year-round, and during my time on the committee, I began noticing serious erosion issues developing over several years. After consulting with an outside landscaping company, we learned that the erosion was largely caused by water runoff resulting from the Senior Center's location, which altered the surrounding landscape and washed away all the topsoil within the dog park. During this process, it became clear that the DPW did not consider the dog park as part of Benson Park, and therefore would not perform work inside of it. I met with the town administrator at the time, Mr. Malizia, the DPW Director Jay, and former Board member Mr. Couto to clarify responsibility. All documentation I reviewed confirms that the dog park is located on Benson Park property, and that the town itself identifies it as such. Ultimately, the DPW did acknowledge the runoff issue and created a swale to help mitigate some further damage. An outside company also volunteered some labor and materials to regrade the parking area right outside the dog park to



reduce the slope and the runoff. The DPW also used its equipment to move some of the remaining soil back up the hill. Unfortunately, by that time, most of the topsoil had already been lost, leaving behind rocky, sandy ground. Despite these challenges, the community's support for the dog park remains incredibly strong. Residents from Hudson and surrounding towns regularly use the park and continue to volunteer in meaningful ways. This includes purchasing new benches within the park, managing weekly trash barrels in and out, routinely cleaning up the grounds, and many other things that have to be done. We've had Eagle Scouts come in to do projects. We've had service projects in general be done within the park, and we have people donating money so that we can just cover the waste bags that are in there. However, there are certain tasks that have become too large for the volunteers to manage alone, specifically the three seasonal mowings each year and the annual fall leaf cleanup. These are maintenance responsibilities that go well beyond the reasonable volunteer expectations. Given that the DPW equipment is already on site maintaining other areas of Benson Park, it seems both logical and reasonable for the town to include the dog park in these efforts. In closing, I respectfully request that the board's consideration of these two items. First, to have the DPW provide limited assistance to the dog park four times a year, three mowings once per month during the summer, and one fall leaf pickup once the leaves have fallen. Second, the town to allow donations and sponsorships to be specifically earmarked for the dog park, creating a dedicated fund to support the long-term maintenance and future needs. This park is deeply valued by our community, and we only want to see it continue to thrive. Thank you very much for your time and consideration.

Chairman Dumont: Thank you, and thank you for coming. Anybody else?

Dick McKinnon, 15 Weymouth Court: Good evening. I'm a regular visitor to the dog park, usually six to seven days a week. I agree with everything that Judy has said. At the last Benson meeting last month, I know Heidi and a couple of other superintendents were talking about the dog park. Some serious discussions on it. She had thought it would be on today's agenda, but she did qualify by saying the agenda is not out yet, so I can't guarantee it. So, something seemed to be up with, you know, we're going to talk about it tonight, but it wasn't on the agenda. If you noticed at that meeting, a couple of things, one said, you know, I'd recommend anybody who cares about the dog park to come to this meeting because something's going to happen. And then Heidi near the end said, by the way, I thought you worded it, the dog park is still open. So, it was just something that gave us, a lot of people that use a dog park, you know, what's going on. I'm thinking about closing it or what. So that's why a lot of people are here tonight to talk about it. I live at Sparkling River Condos, over 55 community. Like all the associations around us, we can't have fenced-in yards. We can't have dog runs. So, we don't have a dog park there. So, this is a place that we can bring our dogs off-leash to associate with the other dogs. And also, for somebody like me who's 76 years old, I can go and meet and shoot the bull with people for two or three hours. This past week, Sunday, I was there about 11 to 12 o'clock, about 24, 25 cars there. There were more cars there than the entire Benson's parking lot. There was another day during the week, it was about 1.30 in the afternoon. There were more cars at the dog park, and dogs, and owners, enjoying the camaraderie between each other, not talking about politics or anything, just enjoying the dog social life and getting to know each other. I strongly agree with Judy, where it's kind of sad when you see the town of Hudson Public Works 100 yards away mowing the grass, and they can't make an image to open the gate and do it once a month to mow the grass, which would probably take them maybe an hour, hour and a half to do. Same with leaves. Nathan Muir, I think the last couple of years, volunteers his truck, where we hear all the leaf blowers, the backpacks, and the big leaf vacuum trucks from the public works right next door. And then you've got two or three volunteers or Nathan trying to suck the leaves up when they can just make one pass with the public works truck, an hour of their time to do it. The dog poop bags, which a lot are used. It's kind of sad that the whole Benson Park has dog bags and dispensers. They're filled by the town. But to go 50 feet away to the dispensers in the dog park, the volunteers have to take a collection and buy the dog poop bags. I mean, something as simple as that. I'm just wondering why the public works can't come into the dog park or supply a case once a month when they're doing it for the entire Bensons, if, again, it's considered one large area. So that's the most puzzling thing for me, is that. Another thing, when a few months back, there was the Nash Casino. We had a casino night. And the profits were going to go to Bensons. And Bensons advertises, you know, Bensons, the dog park, Hudson Dog Park. So, a lot of the dog people went there because 33% of the gross profits from the table games and the flop machines go. The Friends of Benson got a check for \$162,000. They're basically one of the 800 and some odd not-for-profit organizations. \$162,000. So, I asked one of the members of the Friends of Benson and a member of the Benson Advisory Committee, you

know, why couldn't 1% of the \$162,000 be given to the dog park? You know, \$1,600. That went so far by rakes, shovels, poop bags, everything. No, I'm sorry. That's dedicated to the buildings and the maintenance. We have nothing to do with the dog park. And it's got a, you know, 1% when all that money is, I hate to say gravy money, but it's easy money for filling out a couple of forms and maybe doing solicitations. So that just puzzled me why maybe 1% or something.

Again, if it's considered the dog park part of Bensons, which apparently, you know, it's separate. So, I know this forum is no back-and-forth answering questions, where if it was on the agenda there would be, but hopefully maybe somebody hiding might have just a little something to say about it.

Chairman Dumont: I will offer just a point of clarity, and I'll give Selectman Jacoby a little bit of leeway. We don't typically do this, but Friends of Bensons Park, first off, is nothing associated with the town of Hudson. It's a separate nonprofit organization, which is why they're eligible for those funds. Nobody here on this Board, nor does anybody in the town, have control over how that money actually gets expended. There's some discrepancy over how the dog park came about, as Judy brought up. It is a conversation that Selectman Jacoby has had. It's a conversation that we will continue to have to see how we can move that forward.

Selectman Jacoby: I just wanted to reiterate that the money that goes to the Friends of Bensons Park is for the museum. It's not for the buildings. They only are in the elephant barn, so all of the other buildings and all the other parts of the park are not part of that 503C. I know that this will be a discussion on a future agenda. Tonight, as you can see, it was a very full agenda. I think your comments and everyone's comments are important for us to have them before that conversation.

Dick McKinnon: Beautiful. Thank you for your time. Thank you.

Chairman Dumont: Thanks for coming.

Todd Pollack, 62 Barretts Hill Road: Good evening. I'm also here to talk about the dog park, but I'm going to skip most of what I wrote because the last two speakers were excellent about what they had to say. What I want to say is that recently I was visiting my in-laws down in the Tampa area, and I had the opportunity to see what a nice dog park can really look like. It was in Oldsmar, Florida. I brought along some pictures. If you'd like to take one and pass it around. Oh, thank you. Just to give you an idea. The park that I'm passing pictures around is meticulously maintained. It includes running water, dog washing stations, shaded seating, and even a splash pad. One thing that stood out was that the fencing displayed banners from pet-related businesses, veterinarians, groomers, pet stores, and that appeared to fund a lot of those amenities, which brings me to what I'm asking for tonight. First, I respectfully ask for clarification on what is the town's responsibility when it comes to maintaining the Hudson Dog Park. Specifically, what level of maintenance should residents reasonably expect compared to Benson Park? Second, assuming there are limits to what the town can provide, I'm asking for permission and guidance to explore corporate sponsorships or private funding, such as local pet businesses, so that residents can help bridge the gap. The goal would not be to replace the town responsibility, but to go beyond it, improving safety, cleanliness, and amenities, and ultimately creating a dog park that reflects well on Hudson. The dog park is not just a fenced-in area. It's a community space.

It supports responsible pet ownership, socialization, and quality of life for residents. With some clarity, cooperation, and support, I believe it can become something we're all proud of. And I thank you for your time this evening.

Chairman Dumont: Thank you.

Selectman Jacoby: Thank you so much.

Chairman Dumont: Would anybody else like to come on up and speak?

Lucille Basins, non-resident from Londonderry: I just moved here from two years ago this year from New York, and I was shocked at the park here in Hudson. It's the closest one for me to come to other than Derry, but I've had interference there that it's not pleasant. I'm just shocked how the park, it looks like they just threw the fence up and said, here it is, you want the dog park. I don't see any maintenance. I think the liability, who is in charge of the liability there? If someone falls. I have fallen there because of the sharp black top pieces shoving out of the

ground. Where is the liability? Who's in charge of that? Why is there not a sign up, enter at your own risk? Has that ever been brought up?

Chairman Dumont: Typically, again, and I'll reiterate, we don't offer back and forth here. We'll take the comments under advisement, and we'll produce an answer at the following meeting or at a meeting prior.

Lucille Basins: You can't give me an answer who's in charge of liability. If someone gets injured, bitten, whatever.

Chairman Dumont: As I've stated, there's several discrepancies around that park that we're working through at this time.

Lucille Basins: So, you can't give me an answer. So, what if someone next week decides to sue the town of Hudson? Who takes care of it?

Chairman Dumont: This is not a back-and-forth forum, I'm sorry.

Lucille Basins: Thank you for your time.

Chairman Dumont: Is there anybody else that would like to come up and speak?

Melinda Guzman-Gadney, non-resident: Hi, my name is Melinda Guzman-Gadney. For me, my mother resides in Hudson, 37 Donald Road, so I'm there all the time. As a result, I also am at Benson Park, unfortunately in this cold, six to seven days a week with my Huskies. And I'm definitely no expert. I started coming to the park, I would say, about a year and a half, maybe two years, and I think that Judy and everyone else had such great points to make. I just wanted to just give my input as a member of the community. I think as many of the others have stated, just to reiterate, I think I guess the most shocking thing for me when I went there was the community. I wasn't so sure when I first went there. I was like, I'll bring my dog. It's just a dog park. There's a fence, that's all I really need. And I think the amount of residents of Hudson and also in the surrounding community, the amount of people that go there, including myself, have a community and they talk with others. And I think as various members of the community have now stated, the community and the quality of life, that's what I'm looking for, the quality of life that it provides for the community, I think, is something you can't understand unless you're part of it, at least in my personal experience. Just to give a small anecdote, I'm sorry if I get emotional. I'm a big crybaby. I was talking to one of my friends at Benson, and he is much older than me. He is probably, like, in his 70s. And he was talking to me, and I said, oh, like, is this your first dog? And he said, I've never had a dog. I retired a few years ago, and I got a dog. And he's like, I hated retirement, and I just kind of got a dog. I always kind of wanted a dog. He got a dog. He started coming to Benson, and he said, you know what? For a long time, I struggled with my mental health. And he said, you know, when I retired, it got worse. And I said, well, that's good. Like, you know, you got a dog. Like, that's great. Like, dogs do that. And he said, you know what, Melinda? He said, it's people like you and everyone at this park who, you know, had some really, really bad days. And it was in that moment that I realized, like, while there are people, as it has been stated, including myself, that go there multiple times a week who stay there for hours, even when it's cold, even when it's super-hot, A, for the dogs, I think, because I think there's a lot of responsible dog owners that go there. But I also think a big part of it is the community. And I think there are people who are, like, in their mid-20s, such as myself, and also people who are retired who got their first dog in their life who just go there, and they just appreciate the community. And I am not in any of you guys' role, and I appreciate everything you guys do. I can't imagine how much work it is that you guys do. And I think the central point is, like, as you can see, I think there are people who are just so passionate about the park. And I think that it really goes to show just the simple, like, from what we already have at Benson, I think it provides so much to people. And I just think my takeaway from the park and the year or two that I've used it is that it really is something that can benefit my sister, my mom, my cousin, all the way up to, like, my grandfather. And I think there's so much that's already there, and I think if you guys would be so kind as to just consider some of the salient points that Judy and all the others have made, I think we would all be really appreciative. And again, I'm not an expert, but from listening to the others, if it is true, like, if it is done, and if it's just, like, a few feet away, I think that it just brings so much greatness to Benson. And even, like, especially in the summer and such, I'll be there, and there'll be people that come from 20, 25 minutes away, and they'll say, hey, do you know a good place to go grab lunch? Or, like, we came here, this is great, this park is beautiful. And I think it obviously, like, if you can look at the economic part, it brings business, it brings community, I think it's great all around. But just wanted to give that little anecdote. I wasn't going to say anything, I don't have anything written,

but I think it was just so evident, the passion that people have for this park. And I know, at least for me, like, some of the greatest people I've met there, again, are like 70, 80, 60 years old, and I'm like, I just, I really, really appreciate the park, and I appreciate that it's even there in the first place. So, I would like to give my appreciation for that, and if you guys would be, again, so kind as to, like, even as Judy said, just, like, maybe, like, four mowings, like, like, in the summer, or three mowings in the summer, and the leaves, like, something as small as that would be so appreciative. So, I thank you guys for your time, and for listening to me rant and almost crying on television. Thank you so much.

Chairman Dumont: Thank you. Anybody else like to come on up and speak? Once. Going twice. All right. Not seeing anybody else, I'm going to close the public input session of tonight at 7:43 p.m. All right.

## **B. Nominations**

- 1) Benson Park Advisory Committee – Harry Schibanoff, alternate request
  - One (1) member vacancy to expire April 2028
  - One (1) member vacancy to expire April 2028
  - One (1) member vacancy to expire April 2026
  - One (1) alternate member vacancy to expire April 2027

Chairman Dumont: Next up we have some nominations. We have a Benson Park Committee for Harry, I'm probably going to butcher this, but Shibano, alternate request seeking for a term to expire April of 2027. I will recognize the Benson Park Committee advisory member, Susan Clement, to speak on his behalf.

Susan Clement: Hi. I'm Susan Clement, Benson Park Advisory Committee vice chair. I'm here to talk about Harry. I do the same as you. I'm going to try it. It's Shibano.

Chairman Dumont: There you go.

Susan Clement: Did I do a good job?

Selectman Guessford: You did.

Susan Clement: Okay, good. I've known Harry for a short time now, and when I met Harry, he had come back asking to volunteer with us at the Benson's Park pickups. And, you know, he has trouble now moving about. So, his, what he wanted to do as volunteer is signing people in. As I talked to him more, I had found out that Harry in the past was the chair years ago, starting a lot of the things that you see now at Benson's Park. He has a lot of history. He has a lot of information that we're seeking right now. I had talked to him several times that I would like him to come back on the board to kind of fill in some of the gaps that I don't know that I might not have. I wasn't, you know, in the committee at that point in time. He thought about it. And then he decided recently, he said I would like to come back to fill in all those little gaps that we have about the past and how things got started. And it's really interesting when I hear all the stories and how passionate people were in the beginning and starting them since park. So, I would recommend him as entering in as his request as an alternate member.

Chairman Dumont: All right. Thank you very much. And just to clarify, he's not here in the public?

Susan Clement: He is not here tonight, but asked for me to speak on his behalf.

Chairman Dumont: That's okay. He doesn't have to have any information about a dog park, does he?

Susan Clement: He has a lot. A lot. He does. So, he's like a wealth of information.

Chairman Dumont: Any questions?

Selectman Guessford: Well, I more of a more of not really a question, but more of a statement, I guess I'll say Harry is also a, a volunteer for the elections. and every time I go there, he's there, he's a very dedicated community member, uh, who volunteers and in multiple ways. So, um, I certainly will support, you know, his nomination.

Selectman Morin: I actually believe he was on the original committee.

Susan Clement: He was. Yes. That's what I was trying to say.

Selectman Morin: So, he was part of the whole development of it.

Chairman Dumont: Any other questions, comments, no objections from me. Do we have any motions? So, typically, obviously what we'll do is we'll hear this at, at the following meeting. Um, I'll leave it up to the Board. If they, if they want to make a decision now, based on his prior expertise, um, that seems to weigh on this board before, but it's up to you guys. If you want to make a decision now, or wait till the following meeting

Selectman Guessferd: You guys want to do, I mean, I'll make a motion.

Selectman Vurgaropulos: I'm okay with making them. I would support this.

Selectman Guesferd made a motion, seconded by Selectman Morin, to appoint Harry Shibanoff as an alternate member to the Benson Park Advisory Committee with a term to expire April 2027. Motion carried, 5-0.

2) Benson Park Advisory Committee – Matthew Pelletier, member request

- One (1) member vacancy to expire April 2028
- One (1) member vacancy to expire April 2028
- One (1) member vacancy to expire April 2026
- One (1) alternate member vacancy to expire April 2027

Susan Celemnt: Should I stay for the next one?

Chairman Dumont: Yes, please. Um, so next up we have another, uh, Benson Park Advisory Committee, uh, member request for Matthew Pelletier. Uh, is Matthew in the audience? He's looking for a member vacancy to expire in April of 2026. Is that correct?

Matthew Pelletier: Um, yes.

Susan Clement: Well, April...

Chairman Dumont: It's only three months.

Susan Clement: Yeah, that doesn't make sense. I don't understand.

Chairman Dumont: You know what you guys have available for member positions currently?

Susan Clement: Yes, we have the secretary member position that needs to be filled.

Chairman Dumont: Do you know what their term, what their terms are? Because typically they're staggered.

Susan Clement: It's three years.

Selectman Guessferd: These might be the start of the terms. I've seen this before where sometimes we brought it forward where these are actually the start of the terms.

Chairman Dumont: I'll try to see what I can find on it, but if you could just tell us a little bit about yourself, why you're interested in the committee, uh, and, uh, any questions from the Board.

Matthew Pelletier: Um, my name is Matt Pelletier. Um, born and raised here in Hudson. Um, I have always been an avid fan of the park. Um, I did some volunteering back in high school with the historical society, um, different things like that. And over the summer, my son, who just turned six, um, you know, wanted to volunteer, um, through his karate program that he's doing. We were looking for community events and, um, I got very, very involved with Sue over the summer and working in the park and trying to help out. And, um, when the position popped up on Facebook, I was very interested. So, uh, I'm continuing to give back to my community.

Chairman Dumont: So, from what I'm viewing online, it looks like there's actually three vacant positions. They have expiration dates of April 25. Uh, two of them are April 25 and one of them is April 26 and then typically it's three years out from there would be the new expiration date. So, it looks like the best, uh, suited ones would be if I'm just basing solely off this would be April of 28. Any, any questions from the Board?

Selectman Jakoby: I just wanted to comment that, um, Matthew did attend our last meeting, um, and has been engaged even before coming today. So, that was great.

Chairman Dumont: No, thank you very much for stepping up and volunteering. Every, every board is, is an asset and we need, we need people everywhere. So, thank you very much for offering your help.

Susan Clement: Can I say something as well?

Chairman Dumont: Go right ahead.

Susan Clement: Um, in, in talking with Matthew because I've had, you know, just talking and working with him, um, side by side, um, he definitely is dedicated, you know, in trying to hopefully improve the park, um, as he has kids that love the park. As, when I first moved here and the park was not here, um, I couldn't wait for it to open. And I had kids as well, um, that all their lives they have volunteered side by side with me, um, on a lot of the other, you know, things, gardening and such at the park. So, I think, you know, having an, a younger adult with a family who has lived here, has graduated from Alvin High School, he has a lot of history here and passion for our community, um, I think he would be great, um, coming in, um, on our board.

Chairman Dumont: Alright, I'd agree. And if there's any other boards you want to volunteer on, we'll gladly accept that application. I'll tell you that. Um, alright, so obviously typical with this, without prior experience, we take it under advisement, we follow it up at the, the next meeting, unless if there's a different process the board would like to follow. Not seeing anything.

Selectman Jakoby: Oh, can I just ask you a question?

Chairman Dumont: Go ahead.

Selectman Jakoby: Um, I know that the, we have a meeting this week. Yes. Um, were you hoping to have him on board as an official member?

Susan Clement: Yes.

Selectman Jakoby: For a forum or something?

Susan Clement: Yes.

Selectman Jakoby: You might want to explain to the Board what's happening.

Susan Clement: Um, so what's happening right now, um, is, um, Mr. Madden is going to be taking an absence, um, for surgery purposes and health purposes. Um, not sure when he will be able to come back. And, um, we also have another, one of our members that is usually at our meetings and he's going to be on a work hiatus for the next two months. Um, so, you know, with that, um, that kind of leaves us...

Selectman Jakoby: And, and you just had your secretary resign.

Susan Clement: We had our secretary resign. Um, so it would really put everything on my shoulders, um, which would be a lot for one person to do.

Chairman Dumont: Just to clarify, who was the secretary?

Susan Clement: It was Sarah.

Chairman Dumont: Sarah, okay.

Susan Clement: Um, but she, you know, has, has stepped down again, you know, due to work, she's traveling and so on and so forth. Um, so, it would be greatly needed if he could be on, um, for this week's meeting and, and help out.

Selectman Jakoby: Well, if, if, if not, then this week's meeting would need to be rescheduled because you would not have quorum. Correct?

Susan Clement: Well, we would have myself.

Selectman Morin: No, they could have a meeting. They just couldn't make any decisions.

Susan Clement: Well, Harry would be the alternate, so then it would be me and Nathan.

Selectman Jakoby: I don't know. I'm asking a question.



Chairman Dumont: So, I guess, so, so to clarify, because my list is, is, needs to be updated. So, you have yourself, we obviously have Harry as the alternate, you have Nathan.

Susan Clement: Yep.

Chairman Dumont: Uh, we have Jan.

Susan Clement: Jan, yep, Jan.

Chairman Dumont: Um, Jake's still there as well.

Susan Clement: He is, but he's, he'll be away.

Chairman Dumont: He's the one that's going to be away.

Susan Clement: Yes.

Chairman Dumont: So, yeah, you should be able to have a quorum, um, unless, unless, you know, for whatever reason, again, it's up to this Board how they want to handle it.

Selectman Jakoby: I personally, ask the question.

Chairman Dumont: No, I think, I think it's fair because personally, I think that it's, it's complete within our purview to take these case by case and, and to make that decision. So, um, I'll leave it up to the Board.

Selectman Jakoby made a motion, seconded by Selectman Vurgaropoulos, to appoint Matthew Pellitier as a member to the Benson Park Advisory Committee with a term to expire April 2028. Motion carried, 5-0.

Selectman Guessferd: Will you be able to make that meeting?

Matthew Pellitier: Yes.

Chairman Dumont: Okay. You have your member, you have your quorum. Thank you very much for volunteering. And I was serious. If you want to get involved in any other way, we will take it. We have openings. Thank you very much.

Matthew Pellitier: Thank you.

## **6. CONSENT ITEMS**

Chairman Dumont: Next up, we have Consent Items. Does any member wish to remove any item for separate consideration?

Selectman Jakoby: Are we, um, taking out the donations?

Chairman Dumont: I, I would think it would be appropriate. That's where I was going to go.

Selectman Jakoby: Yep.

Chairman Dumont: Move donations.

Selectman Vurgaropoulos: Did we decide if we were moving solar or we're moving on?

Chairman Dumont: So, these are, these are just assessing items that are typical with consent. So, the, um, what you're talking about is a different deferral. We'll get to that after. These are fine to take up. Do we have a motion for everything except for item D?

Selectman Jakoby made a motion, seconded by Selectman Morin, to approve Consent Items, 6A, B, C, E, and F. Motion carried, 5-0.

Chairman Dumont: Okay. Discussion. Go ahead.

Selectman Morin: We received an email today, a reference to the Library's Trustees meeting place. Probably should correct that.

Selectman Guessferd: Oh yeah.

Selectman Jakoby: It was updated on the new, on the new agenda that we received this evening.

Selectman Guessferd: Actually, it is. Yeah. The one they just gave it to us.

Selectman Morin: It's got the right one?

Selectman Guessferd: Yeah.

Selectman Morin: Okay.

Chairman Dumont: And is that reflected online? Just in case if anybody has any questions or... Perfect. We'll move on to donations. We have two donations for the fire department. I'll turn it over to Selectman Morin if he doesn't mind reading those instances, you are the liaison.

Selectman Morin: Make a motion to accept. You want to do them separately or together?

Chairman Dumont: I think you should do them separate.

Selectman Morin: Okay.

Chairman Dumont: We'll do one and two donations.

Selectman Morin made a motion, seconded by Selectman Vurgaropulos, to accept the Fire Department donation from the Sparkling River Condominium Association in the amount of \$350, with the Board's thanks and appreciation. Motion carried, 5-0.

Selectman Morin made a motion, seconded by Selectman Guessferd, to accept the Fire Department donation of a Pet Oxygen Mask Kit from the Massachusetts Veterinary Medical Association via Hudson resident Jaye Morin, with a value of \$125, with the Board's thanks and appreciation. Motion carried, 5-0.

**A. Assessing Items**

- 1) Tax Deferral
- 2) Property Tax Abatement
- 3) Pro-Rated Tax Abatement
- 4) Veteran Tax Credit
- 5) Disabled Veteran Tax Credits
- 6) Solar Exemptions

**B. Water/Sewer Items**

- 1) Sewer Abatements

**C. Licenses & Permits & Policies**

- 1) Outdoor Gathering Permit – Sensory Seekers

**D. Donations**

- 1) Fire – Sparkling River Condominium Association - \$350
- 2) Fire – Pet Oxygen Mask Kit - \$125

**E. Acceptance of Minutes**

- 1) December 9, 2025

**F. Calendar**

01/13	7:00	Board of Selectmen	BOS Meeting Room
01/14	7:00	Planning Board	Buxton Meeting Room
01/15	7:00	Benson Park Advisory Committee	Hudson Cable Access Center
01/19	<b>** Town Hall Closed – Martin Luther King Day **</b>		
01/20	7:00	Municipal Utility Committee	BOS Meeting Room
01/21	6:00	Library Trustees	Hudson Cable Access Center
01/22	7:00	Zoning Board of Adjustment	Buxton Meeting Room
01/26	7:00	Sustainability Advisory Committee	Buxton Meeting Room
01/27	7:00	Board of Selectmen	BOS Meeting Room



**7. OLD BUSINESS**

**5. Amendment of Motion made on December 9, 2025 – Administration/Decision**

Chairman Dumont: Next up we have Old Business. An amendment made to a motion that was made on December 9, 2025. I apologize, I will recognize Mr. Sorenson.

Roy Sorenson: Thank you. Mr. Chair. So, at the December 9th, 2025, Board of Selectmen committee meeting, we had a candidate in front of us, Ava Malley from employment with the police department. The motion passed five zero. However, we did get the job title wrong. In that she was hired as a Telecommunications Technician and not a Police Officer. Given that, I do have a recommended motion to read that into the record and to make the correction.

Chairman Dumont: I apologize for not catching that at the last meeting. Do we have any questions, comments?

Selectman Vurgaropulos: No, I was going to make the motion.

Chairman Dumont: Go right ahead.

Selectman Vurgaropulos: Thank you, sir. I make a motion. Hold on, I gotta read it.

Chairman Dumont: The motion would be that the...

Selectman Vurgaropulos made a motion, seconded by Selectman Jakoby, for the Board of Selectmen to amend the Motion 1 of Item 12, passed on December 9, 2025, Board of Selectmen meeting to strike the words 'Police Officer' and insert the words 'Police Telecommunications Technician' in its place.

Selectman Vurgaropulos: Sorry, it took me a second. I wrapped my head around the words.

**8. NEW BUSINESS**

**A. Public Hearing: Amendment of Ambulance Fees – Fire/Decision**

Chairman Dumont: No worries. No worries at all. All right, next up for New Business. The first item will be a public hearing on the amendment of ambulance fees, and I will recognize the Fire Chief Scott Tice and Deputy Chief Enos.

Chief Tice: Thank you, Mr. Chairman, and good evening to the Board. This is a project that Deputy Enos has taken the lead on. He's done a lot of work on it, so I've asked him to present this to you this evening, if that's okay with the Board.

Chairman Dumont: Of course.

Deputy Chief Enos: Do you have the original motion?

Roy Sorenson: Well, no, I do not. That was for the public hearing, so this will be the motion that's read into the record.

Deputy Chief Enos: Okay.

Roy Sorenson: Do you have the ...?

Deputy Chief Enos: I don't have a copy of that, but I have all the documents that I've written up over there.

Roy Sorenson: All right, that's it. Perfect.

Deputy Chief Enos: Thank you. Good evening, everyone. So, as you recall, I came and presented to you the proposal to increase our ambulance rates, and the proposal is based upon the changes that are going on at the New Hampshire House. There was a bill passed, House Bill 245, which has set ambulance billing rates by the Governor, the Senate, and the House of Representatives. After consulting with our ambulance billing company, our best recommendation to you was to set our rates same as those, because those were vetted by those three agencies, including the Governor. Based upon that, the rate changes before you list the type of transports and then billing that we would send out. Our existing rates are to the first column, and then the proposed rates are

to the second column. The changes you see reflected are, right now, what the state average probably will be looking at the responses that they're starting to receive. Many agencies and departments are moving towards the 325, because that has been the vetted one. Our current rates were previously behind, so our increase will bring us up to the state average. The one thing I want to be clear about, though, is just because the rates are going to go up, we will not know what the funds will look like bringing in, because with these new contracts we'll have with the insurance companies, some of these contracted rates will go down in other areas. So, until we have 12 months to see what it looks like, we cannot estimate, so we have to be very conservative in presenting our numbers to you. We just want to make sure that we're clear on that. With that, does anyone have any questions to the proposed changes to our rates?

Chairman Dumont: Any questions by the Board? I got mine out last time he was here.

Selectman Jakoby: No, I'm all set.

Chairman Dumont: All right. If not, what I'm going to do at this time is I'm going to open up the public hearing session of this, so we'll give anybody who's in the audience a chance to speak, if there is anybody. So, I will open up the public hearing at 8:02 p.m. Is there anybody who would like to come forward and speak on the ambulance, the fees as amended? Going once, going twice, not seeing anybody out there. I am going to close the public hearing portion at 8:02 p.m. It was back before the Board at this time. Any questions, comments, select a guess word?

Selectman Guessferd: Just a question real quick. So, I expect that we'll see you in a year after we go through this whole year, and we'll just see where it's at.

Deputy Chief Enos: These rates, from going forward, the policy that I presented a few weeks back, if you would like to see us, you absolutely can, but you'll be able to ask any time now. The town manager will know every month where this fund is revolving at and stands, because we'll all be meeting collectively. So, at any time, anybody can ask. But, yes, if you would like to see us back in one year's time, absolutely. I can tell you that, in speaking with the town administrator, he already has plans and motions to make sure that we're on top of rates throughout the community, and that includes ambulances. So, we'll be discussing this all the time. Every year, there will be a discussion on rates.

Selectman Guessferd: Okay, yeah, because you're going to be looking for about a year's worth of data to kind of decide whether or not this is working or not.

Deputy Chief Enos: Correct.

Selectman Guessferd: Right, okay. All right. Okay.

Chairman Dumont: Any other questions, comments, motions?

Selectman Jakoby made a motion, seconded by Selectman Guessferd, for the Board of Selectmen to hereby amend Chapter 205 Fees, moreover, § 205-5 Ambulance Fees, as presented by the Fire Department. Motion carried, 5-0.

Chairman Dumont: Thank you very much. Thanks a lot, guys.

Deputy Chief Enos: Thank you.

## **B. Public Hearing: Hawker/Peddler/Vendor Licenses Update – DDS/Discussion**

Chairman Dumont: All right. Next up, we have a public hearing on a Hawker/Peddler/Vendor License Update, or permit, I should say. I will recognize the Development Services Director, Elvis Dhima.

Elvis Dhima: Thank you, Mr. Chairman. Good evening, everyone. As you recall, one of the things that we took action in late 2025 was a need to go over this particular procedure we have in place. We started by looking into what the state has. We have basically pretty much stripped up everything that we're doing, it's down to one big paragraph, and it basically says, you as a town, have at it. So, we crossed that out, and then we got into it. So, what you will see in the packet is the changes, and I'm going to go over a quick executive summary, and then you will see further down that we actually revamped the form completely. It's very nice. It provides all the folks with

what they need to know. It breaks it down to average Joe being able to understand what they're getting into, so you don't have to be a lawyer trying to read our ordinance, and also at the very end, a very nice required cheat sheet of what you need, what you're going to get into. With that said, in a quick executive summary, what we're going to be looking at is this will only be allowed into business and industrial zones, not residential. Board of Selectmen can waive the \$50 fee if you deem that it's good for the benefit of the community or if it's a function for the town, so we're going to have that implemented. And know that it's not a big deal, but everything matters, every little bit. You do not have to pull this permit if you're doing any activity out there that's less than seven days. So, if someone comes in and says, you know, I'm going to be doing this for a couple days, we're not going to let them go through the wringer. We also are not going to require everyone to come in and get a permit, and then after December 30th, you have to start all over again. The permit will be provided for six months, and that six months' window starts when you get the actual permit. So, that simplifies it a little bit. In addition to that, the Town Administrator's office will be responsible as the administrator for keeping track of these, who needs them, who doesn't need them, you know, when they're due, when they expire. So now we have like a point where everything goes versus before it was like that's not me, it's here. So that helps a little bit, right?

Selectman Jakoby: Yes.

Elvis Dhima: Basically, the Town Administrator's office is going to be the record keeper, which is nice. This was decided when Mr. Sorensen could not attend that meeting, so everyone obviously voted in favor of that. Subject to change. I'm just kidding. What else have we got in here? There is language about grandfather. So, the zoning administrator decides that this is an activity that was happening in the past. So, one case we have, there's a gentleman that comes in every, I think it's right before Valentine's Day. They sell flowers at the hardware store. It's been going on way before I was born. We consider that to be something that's always been there, so it's probably going to be something that's considered grandfathered. But there's language there that can say that everybody else is going to have to go through the process, you know. You need to show, you know, an industrial or commercial that is a site plan. You're going to show us exactly where you're going, how long you're going to stay there, what you're going to be doing, you know, insurance and all that. And if you're going through like a minor site plan, if you have to, so you're not going through the full blown out. But your buyers will have a chance to show up if they have a concern. So, we feel like that's a good middle ground between providing support to what they need, but also providing a means for anyone around this particular business that's going to be established for a short period of time to come in and voice their concerns. So, we think it's in a good place. It's where it needs to be. I think it's very thoroughly done. A lot of folks worked on this, and I'm here to take any feedback. This is your first public hearing about this. And if it goes well, we'll do the second one on the 27th, and after that, we'll adopt it. Now, for anyone that's lingering in the process, we're going to give them until June 30th of 2026 to basically, you know, keep their licenses if they have it. But then after June 30th, 2026, they have to comply with the new rules. So that gives everyone that's in the middle kind of six months to figure out, all right, am I going to stay here longer than six months, or do I have to, you know, go through the process now? And that's kind of basically in a nutshell. So, I'll take any questions you might have, and we'll go from there.

Chairman Dumont: I do have one thing. So, if this becomes approved after we go through our public hearings, one comment that you made that does make me take pause a little bit is so we're going to be requiring people to do a minor site plan if there's no ..

Elvis Dhima: Yes, yes, minor site plan, correct.

Chairman Dumont: I'm not going to be able to support this with that in there because I think it defeats the whole purpose of a Hawker's/Peddler's permit. It's a transient business in nature. I don't see anybody being able to afford a land surveyor and engineer to provide those types of documents with stamps. It just, for me, that's a no-go.

Elvis Dhima: So just so everyone understands, you can't override zoning rules. , you don't have to like it, I understand that, but you can't say we don't want to do that, therefore you can have these businesses go around because that compromises basically what you have in the zoning rules. So, anyone that does these still have to basically follow the zoning rules. You'll be doing that. What we did differently is that instead of going to the planning board, if you already have a site plan and you show them where you're going, you basically have a meeting with the chairman, representative by the board of selectmen and staff, and you call it a day. It's pretty

straightforward. But the minor site plan, it means that you already have a plan, and most of the commercial industrial have already had that. But you can't basically override zoning. You don't have that authority to override zoning rules. You can't say, well, I don't think it's a good idea, therefore we're just going to give that. It doesn't work that way.

Chairman Dumont: You are correct. We don't have the authority to override zoning. There's a separate process for that. However, hawker's and peddler's permits and the RSA that this is built under gives the Board of Selectmen authority to how that operates and what our expectations of that is. So, I will disagree. We can decide the process to that. What I think would be applicable would be is it an allowed use or not. I think that that, quite frankly to me, is as far as zoning should be involved with these permits. I stated that at the last meeting. I have stated that with Mr. Dhima is I hope this isn't a surprise to you over phone conversations. But I don't envision somebody who's getting, I think, what is it, six months, eight months? How long is this permit?

Elvis Dhima: Six months.

Chairman Dumont: I know I wouldn't go for a six-month permit and spend somewhere around, and this would be extremely cheap, \$2,500 to most likely \$5,000 to \$10,000 to get a six-month permit. I just wouldn't do that. And not even know if I'm going to receive that permit.

Elvis Dhima: So, if you have a site plan, if you have a site plan already and you're just simply showing in a marking that I'm going to be at this location at two parking spaces, it doesn't take \$2,500.

Chairman Dumont: I agree with that. That's not what I'm worried about.

Selectman Jakoby: Chairman, could you tell me which section and which words you would take out of this and where that would? I want to get really into exactly what would need to be removed.

Chairman Dumont: So, I'm going to turn that over to Mr. Dhima because it wasn't until his comment about needing the minor site plan did I have so much of a pause.

Selectman Jakoby: So, I want to know where that wording is and where exactly it is.

Roy Sorenson: I think it's 5B-6. 5B-6.

Elvis Dhima: Yeah, so a depiction of the proposed location(s) of the site plan and duration(s) of stay to the business together with a certificate of zoning determination from the zoning administrator at the location consistent with Chapter 334, Zoning.

Selectman Jakoby: So, if 6 is deleted, that removes that requirement.

Chairman Dumont: Yeah, I would still think staff should be afforded the right to know where this is going so that way our departments can adequately comment on it. Police, fire, everybody else involved. Police and fire come to me just for safety reasons, but I just don't see the necessity or the need for a site plan or minor site plan for this department.

Selectman Jakoby: And my concern is the cost of such a document. You know, if it's in agreement with, you know, the location, yeah, I think this goes a step too far. I tend to agree with you. But that's really the section that would be removed. Would there be something else that would need to be entered? Because there is still, you know, zoning administrator still has to approve it.

Chairman Dumont: Correct.

Selectman Jakoby: And is it simply a designation, not a zoning, a minor zoning plan, but just a plan that needs to be looked at, at just the, you know, administrative level, not at the planning board level?

Chairman Dumont: And that's more my goal is I do believe that this should be administratively, but I will stop talking.

Selectman Vurgaropoulos: Thank you, Mr. Chair. Just for my understanding, because I don't know all the zoning laws, but is there a size boundary at which a site plan is required, like the mandates when the site plan is required?

Elvis Dhima: So, it's more like the change of use. If you change something, if you're doing something different on a commercial, industrial, we need to be notified. And those changes usually happen through a minor site plan or a major site plan. Major one goes through the planning board. Minor ones go through what I just stated, which is a chairman of the planning board, represented by the board of selectmen and staff. It's pretty straightforward. The intent is to make sure that we're keeping track of what's happening out there, and we're all aware of what's happening in every property, you know, most regulated one, commercial, industrial ones. This particular one is allowed on those two areas. I don't think you can legally do it. So, I'm not going to recommend, you know, without legal opinion, to remove six, because I don't think you can do that. But if you feel like that needs to be looked at again to come back, obviously this is what this meeting is for. But I don't feel comfortable with that, because I think you're going to have a significant issue out there not regulating to who's going in and when. I think that's what you have zoning rules in place for. So, I don't agree with that assessment. I don't recommend it. But if you wish to continue this discussion, we can get a legal opinion on that matter, and then you at least understand to what your options are. But based on the discussions I've had with the chairman of the planning board and staff when we went over this, it doesn't look like you can override that. But maybe something has changed between then and now. I don't know. I can go back and ask for that, but I'm pretty confident that you're not going to be able to do that.

Selectman Jakoby: We didn't do this before.

Chairman Dumont: One part that I would agree with that on is no matter if we make any changes here, I think what would be fair would be to move the public hearing. You have a fresh new form.

Selectman Vurgaropulos: Just real quick, like for example, how do you site plan a food truck?

Selectman Jakoby: Right.

Elvis Dhima: So, a food truck that comes in for six months, if they have commercial or industrial, they'll have a plan that basically says this is where the building is, this is where the parking is. So, they come in, and they just mark up in yellow, I'm going to be sitting right here. They tell us about it. We let the abutters know if there's a problem or not, and that's the end of it. They go to a meeting at 5 o'clock. So, Selectman Guessferd will be there with Mr. Malley and staff, they go over it. If anyone shows up and says, I have a concern with this, they hear it. If no one shows up and they don't have a concern, they might approve it that night. That's the end of it. That's the entire process. Now, if someone comes out and says, I'm selling the same thing down the road, this is going to impact me. I don't think this is right, it could be elevated to full site plan. Now, everyone in the planning board gets to provide feedback on that. That's how it works. And I think it's pretty straightforward. Now, there is a process, though, still. You can't just sign off saying this is all set, there's no impact, because everything we do has a consequence, right? And we want to make sure that while we drive everyone to come here, we don't want to push anyone that's already established here. You're losing that mechanism by not getting public input anymore into what's going on out there.

Chairman Dumont: Well, I'll stop right there. Public input is not there so somebody can advocate that their business is more important than somebody else's. That's not what should be considered under public input, and that's not what should be considered here. Everybody, regardless of location, if that's your property, you have the right to put on there what you believe is fit. To your point, you can, and to Mr. Dhima's point, create an area where food trucks go on a site plan. Site plans, the best way that I can explain it to you is the difference between residential and the commercial use. Commercial uses, you tend to have a site plan, and you definitely can allocate areas for that specific use.

Selectman Morin: So, my question is, you've got a food truck coming in, they don't own the property. Isn't it the property's owner's responsibility to do the ...? So, we're going to have to have these businesses come in and do a site plan?

Elvis Dhima: No. You have to have these businesses basically have a letter from the owner saying that they're basically agreeing that I can do this. That's it. So basically, they come in with this plan that hopefully is already on record. So, most of the plans, commercial, industrial, is already out there. And basically say, I've been authorized by the owner to apply on this behalf. It can be either the applicant or the agent for the owner. And then they say,

this is what I'm trying to do. This is when I'm going to do it. And this is where I'm going to be located conducting that business.

Selectman Guessferd: And that's how that goes. And you have permission from that owner.

Elvis Dhima: That is correct.

Selectman Guessferd: So yeah, I was a little confused as well. Exactly had the same question.

Selectman Morin: My problem is if they deny it, then we have to bring the business in because it's their property. This guy can't argue that property because it's not his. So that makes no sense to me.

Chairman Dumont: And I would tend to believe, out of being fair, that the property owner would give that authority to that person moving forward. It's no skin off his back to give him that authority and to let him move forward. What I have a problem with is the cost associated, the time frame. I just view this as a simplified process that is not permanent. Site plans, minor site plans, minor site plans in particular, are used for small changes of use on an existing site plan. I don't look at this as a change of use, especially if it's only going to be there for six months. I look at it as a transient nature, a temporary structure.

Selectman Guessferd: Well, I was kind of on that same vein as Selectman Morin, just trying to understand who would be submitting the site plan. And it sounds like it's the actual hawker or peddler with a letter from the owner. But it sounds like there's some – and I'll make my second, I guess. It sounds like there's some disagreement on the legality of this, is what you're saying. I think maybe before we move forward with this, we run this by legal.

Chairman Dumont: I think that that would be appropriate to make sure that everybody's comfortable. And I don't want to put – and I'm not looking for, you know, Mr. Dhima. He did exactly what we asked of him to do. Obviously, it's our job to say whether we're for or against that. So, nothing against him or the fact that he may or may not recommend what I'm offering by any means. I did have my own conversations with LeFevre about this, just to get a feel of it before I did this. So, I'm comfortable, but I think it would be wise for everybody to possibly get something in writing.

Selectman Jakoby: I just wanted to say the reason – my concern is, to what you said, this is transient nature. And these permits come through us anyway for approval. Maybe they – we pull them out of consent once this policy goes in, so that if there is a neighbor or – because that's my issue, because the public can come and argue us about this here, because it's our authority for a hawker/peddler permit is the way it stands now.

Elvis Dhima: No, I ...

Selectman Jakoby: That's what's in our consent.

Elvis Dhima: But you have to comply with the zoning rules that are in place.

Selectman Jakoby: I'm not arguing the zoning. I'm arguing this policy.

Elvis Dhima: No, but you're getting into now notifying – what you're saying is notify the folks, if that's required by a minor site plan or a major site plan, which you don't do. Now you're spilling into different territory, which is not your jurisdiction. What I'm saying is keeping it apples to the apples. So – well, it is. You would have to notify someone.

Selectman Jakoby: No, I'm saying that if we don't do the minor site plan, I don't know if that's going to happen.

Elvis Dhima: Yeah, I don't think you can.

Selectman Jakoby: Wait, wait.

Elvis Dhima: So that's why I'm sticking to – go ahead.

Selectman Jakoby: Let me just say, if we are legally able and this Board decides to remove the minor site plan part, I want the public to know there would still be an opportunity for the public to address any of these permits because they come through us in our consent items. That's all I wanted to say.

Chairman Dumont: And to clarify that, I will take that one step further. I'm not advocating for a public notice to go out to every item that's on the consent calendar. I would implore everybody who's in the public to please pay



attention to the Board of Selectmen meeting and our agenda, and they're more than welcome at any meeting to come forward and speak on anything we have in front of us.

Selectman Morin made a motion, seconded by Selectman Jakoby, to defer making a decision until the January 27, 2026 Board of Selectmen meeting.

Chairman Dumont: Seconded by Selectman Jakoby. Do we have any other discussion?

Roy Sorenson: Defer the discussion? So not to accept – this is the first public hearing?

Chairman Dumont: Correct.

Selectman Guessferd: Defer the public hearing as well until we have a legal – Satisfied.

Selectman Morin: To amend it to say the first public hearing also.

Chairman Dumont: So let me do it this way just because of what would be proper. Are you okay with rescinding your motion currently?

Selectman Morin: Yes.

Chairman Dumont: Are you okay with it?

Selectman Jakoby: Yes.

Chairman Dumont: I'm open for further discussion without a motion on the floor. I understand we would have to repost. It's my belief that because of the public hearing that's in front of us, we should afford the public the right to view this final document two times. How does everybody feel about that? So, with that, I would defer both the document and the public hearing.

Selectman Morin: I'll make that motion.

Chairman Dumont: The only reason why I ask is I wanted to make sure that Mr. Sorensen was on board because technically during a motion, right, it's live on the floor, the discussion of the Board, and then we make a vote. So, what would be proper now is to make sure we get discussion from Mr. Dhima and Mr. Sorensen.

Selectman Jakoby: Just a point of clarification.

Chairman Dumont: Yes.

Selectman Jakoby: If there's anyone here for this public hearing, should we allow them to be heard?

Chairman Dumont: I would be fine with that.

Roy Sorenson: You do have a public hearing, you can.

Selectman Jakoby: Yeah.

Chairman Dumont: I would be fine with that.

Selectman Jakoby: I think that's the one reason to do the public hearing, to get the feedback on what is currently here in case someone's here. And I don't know if there is.

Chairman Dumont: I think that's a fine suggestion. So, let's go right ahead and at this time, if there's nothing further, Mr. Dhima.

Elvis Dhima: We're good.

Chairman Dumont: Okay. I will open up the public hearing on the wonderful discussion of a Hawker/Peddler/Vendor license at 8:23 p.m. Is there anybody in the audience that wants to speak on this? Not seeing anybody jumping for joy. I will close at 8:23 p.m. Open and close. We had a motion to defer.

Selectman Morin made a motion, seconded by Selectman Jakoby, to defer both the document and the public hearing until the January 27, 2026 Board of Selectmen meeting. Motin carried, 5-0.

Chairman Dumont: Motion to defer by Selectman Morin and seconded by Selectman Jacoby. Any further discussion? All those in favor?

Board: Aye.

Chairman Dumont: All those opposed? Motion carries 5-0. That will be deferred until our January 27th meeting. All right. Give me one second to catch up here.

### **C. Pubic Hearing: Solar Exemption Proposed Cap – *Assessing/Discussion***

Chairman Dumont: All right. Next up, we have a public hearing on our Solar Exemption cap. Mr. Michaud was not able to be here tonight, so I will recognize Mr. Sorenson.

Roy Sorenson: All right. Thank you, Mr. Chair. So, in your packet, you can see the public notice. Mr. Michaud was tasked with creating the new ordinance, which is under the purview of the Board for this matter. We've had legal review on that before and it's stated as such. Understanding that, you can see the new language that would fall under Chapter 306, Article 11. I will focus on just the primary at hand of what you might see in here, but, you know, property tax exemptions shall be in the amount not to exceed \$20,000. This is part of the directive, as I mentioned, to the Chief Assessor. I think he's providing that here tonight. There's no action tonight other than this is a public hearing. You can give the public a chance to speak once you open that. The formal action will take place at the next meeting, and that will be the second public hearing, and then I believe it's the Chief Assessor's motion to adopt.

Chairman Dumont: All right. Any questions or comments? With that, I will open up the public hearing for the solar exemption proposed cap at 8:25 p.m. Is there anybody in the audience that would like to speak on this? Come on up. State your name and address for the recorder.

Craig and Deborah Putnam, 59 Rangers Drive: I'd like to begin by reading into the record a statement I made at the November 25th BOS meeting, just to provide some context for my further comments. We installed a solar array on our property in 2015 and have been receiving the solar tax exemption since it was instituted in December of that year. As recipients of that exemption, we, of course, were very interested to see that the Board of Selectmen is considering possibly modifying it. We are here tonight to provide you with our perspective on this matter. Our array was installed and went live in the fall of 2015. We would have made the investment had we thought the exemption was unlikely to happen. Maybe, maybe not. It's hard to say now. But it certainly would have made it less likely that we would proceed with the project. We understand the issues of continuing with the 100 percent exemption, particularly given the possibility of rooftop installations on enormous corporate-owned buildings. But eliminating the exemption entirely would be overcompensating. Most of the 250-ish solar installations in town are on residential properties. I'm sure most of those property owners would not be at all happy to have the exemption eliminated. I think it's likely that many of those residential property owners might not have proceeded with investing in a solar installation knowing their property taxes would go up. So, our suggestion to the BOS is the following. If you feel the town must move away from the 100 percent exemption, then thread the needle by capping the exemption amount at a value that will cover the typical residential array. I'm sure Mr. Michaud can advise on a proper value for a cap, one that won't harm residents who likely made financial decisions based on, at least in part, on the existence of the exemption. But that cap value would very likely be low enough that a large corporation wouldn't be bothered to file for the exemption. Thank you for your time and the opportunity to provide input on this matter. Please feel free to ask if you have any questions. And that ends my previous statement. Since then, communications with Mr. Michaud have indicated that a \$20,000 cap on the solar exemption amount would provide protection for the investments of all of the existing residential solar installations in town. Setting a cap at that amount on the solar property tax exemption would be a simple and straightforward position for the BOS to adopt. It sounds like that's where the BOS is going, so I'm delighted to hear that. But life is rarely simple and straightforward. We are faced with House Bill 1002, which, if enacted by the state legislature, would eliminate the solar property tax exemptions statewide, so much for local control and decision-making. HB 1002 was introduced last week on the 7th and referred to the House Committee on Science, Technology, and Energy. A public hearing is scheduled for January 20th at 3 p.m. in GP 229. Following the hearing, the bill will be debated, potentially amended, and voted on by the committee, then the full House,



and potentially the Senate, with a full legislative session likely running until sometime in June. So, at this point, we don't know whether any local decision by the Hudson BOS will be overridden or not, and we may not know for a while. Despite this uncertainty, my recommendation, however, is that the BOS should put a stake in the ground on this matter, and I would encourage them to enact a cap of \$20,000. And again, I'm delighted to hear that is where you're at. This would send a message to the property owners who have invested in solar that the town has their back. It would also send a message to the state legislature that the town of Hudson values local control. Thank you.

Chairman Dumont: Thank you very much.

Deb Putnam: Any questions?

Chairman Dumont: I'm not seeing any. Thank you very much for your time. Anybody else wish to speak on this? No, go ahead. Finally, somebody excited to come up and talk. That's good.

Becky Odierna, 152 Dracut Road: I was also here at the November meeting. I didn't write down my statement to reread, but I just wanted to make it clear that I totally support the cap of \$20,000. I do not support completely abolishing the tax-exempt credit altogether. I do think you need to protect local residents like myself who invested and have not seen returns on their investment yet and invested because of this exemption. And I also agree that it would make a great statement to the state of New Hampshire that local municipalities should be in control of these types of, I guess, yeah, issues. And I think that you guys should move forward with this vote regardless of what's going on at the state legislature. Thank you.

Chairman Dumont: Thank you. Next up.

Susan Chouinard, 118 Dracut Road: I found this the other day when I was going through some of my information, and it's my permanent application for property tax exemption for solar energy exemption at 100%. And that was done and signed by Roger Coutu, who was the selectman and the other guys as well. I know his name. I couldn't read the rest of them. But it says all set on the other side. Somebody wrote in a sticky note. So, it's all set back in March of 2019, and that's when I must have had my solar put in. But it says permanent application for property tax exemptions. And that to me said that I permanently should be exempt from having my taxes go up because I have solar. And that's all I wanted to say about it. And I have the paperwork right here.

Chairman Dumont: Thank you very much. Anybody else wanting to come up and speak? Not seeing anybody else. I will close the public hearing at 8:32 p.m. Thank you for everybody who came to speak on that. Again, there will be two public hearings on this. The other one will be on the 27th of January before a decision is made.

Selectman Guessferd: I'm wondering, you know, we talked, you made a good point about sending a message to the state. Would it maybe go further to actually write a letter in non-support of that bill, you know, on behalf of the citizens of Hudson and our change? I don't know. I'm just throwing it out there for the Board to discuss.

Chairman Dumont: I would say that the Board of Selectmen has taken positions on different items throughout the course of time. You do have New Hampshire Municipal Association available who has a lobbyist that goes up there. So, there's a couple different avenues, but I don't think it would be out of line for the Board of Selectmen to do that if that's what they chose.

Selectman Vurgaropulos: I would support that if you wanted to make a motion.

Selectman Guessferd: As long as I'm not writing it. I'd probably write it wrong. Yeah, I'll make a motion to send a letter to the state legislature in non-support of the 100% exemption, denial, whatever they're calling this House bill. What is it?

Selectman Vurgaropulos: 1002.

Chairman Dumont: So, we have a motion by Selectman Guessferd to submit a letter in opposition.

Selectman Vurgaropulos: Second.

Chairman Dumont: Seconded by Selectman Vurgaropulos. I have one point of discussion. I will be abstaining from this, obviously, as many of you know. I'm a part of that legislature and will have two bites of that apple, so I don't think that it's fair for me to send that letter along.

Selectman Morin: My only comment is solar is a great thing. They've had since it started to get the money. What about all the other people that do stuff to save energy in their house and they get nothing? That's my only concern. Solar is a great thing, I get it. But everybody else, they change their windows, they insulate their houses, but they get nothing. And they're doing the same thing, and that cost is right up there in some of these projects related to the solar.

Selectman Jakoby: So, right now the state does give money towards those things, that you can get actually an energy assessment and they will fund quite a bit of different types of energy savings. So, anyone who's looking into any of that needs to go to ...

Chairman Dumont: So really quick, before we go any further with this discussion, because I believe it's outside the motion that's been made, we have a motion on the floor, we have a second. If there's no further discussion on that.

Selectman Jakoby: Can I comment on the motion?

Chairman Dumont: On the motion.

Selectman Jakoby: Yeah, I'll comment on the motion. My comment on the motion is that I think the point here is that we want to keep local control of this decision, whether it's – for whatever it is, it's the local control in this particular motion that I'm concerned about.

Selectman Guessferd: That's the rationale.

Selectman Jakoby: Yeah, it's not necessarily the solar. It's to keep local control. So that's why I'm in support of this motion.

Chairman Dumont: Okay. So, we have a motion, we have a second. We've had discussion. Anything further?

[Selectman Guessferd made a motion, seconded by Selectman Vurgaropulos, to send a letter to the state legislature, on behalf of the Board of Selectmen, in opposition of House Bill 1002. Motion carried, 4-0-1. Dumont abstaining.](#)

Chairman Dumont: Just some clarity to offer while we're still on this topic. Obviously – and this is just information-based, but the first thing that I would offer is that anybody who is concerned about this, along with the letter, to please reach out to your state representatives. Hudson is fortunate enough to have six of them. We have good representation up there, and I can speak for myself and the others that I talk to that we all pay attention to the emails that come through and respond as we can. Outside of that, one thing that I would just offer, too, is obviously the authority to grant that exemption came from the state. So, I just wanted to make sure that everybody was aware that that authority does lie with the state. We are what's called – well, I do like the name. I didn't create it, but we are a Dillon's Rule state, where it is state authority over municipal authority, and that's just the hierarchy of things that it comes down. We're not a home rule state such as Massachusetts, where the municipality governs. So, I just wanted to throw that out there for clarification.

Roy Sorenson: That would be a live-free-or-die state.

Chairman Dumont: Exactly. That is right, it's in our Constitution. All right. Any other questions or comments about that? All right. With that, we will move on.

#### **D. 2027 statistical Revaluation Bid Award – Assessing/Decision**

We do have an item on here of the statistical re-evaluation bid award. However, like I stated, Mr. Michaud is not here, so I'm going to lay that on the table for this one. We'll take that up at the next meeting as long as nobody objects to that.

Selectman Jakoby: That's appropriate.

Selectman Guessferd: We have time.

**E. NHDOT – Dissolving the Circumferential Highway Layout – Administration/Discussion**

Chairman Dumont: We have time. All right. So, we will move on to the New Hampshire DOT, Circumferential Highway. I will recognize Mr. Sorensen to introduce.

Roy Sorensen: All right. Thank you, Mr. Chair. So, tonight we have DOT with us. We have Bill Oldenburg and Eric Sargent. They're going to talk about the Circumferential Highway. Not that quite easy for me to say. We also have Bill Cass, who is the DOT Commissioner, as well. I'm going to turn it over to them. They'll walk you through the presentation. So, there's a couple things involved here. There's property, and then there's property with buildings on it. So, I think that's going to be part of the discussion tonight. I think you folks were in Litchfield last night. Does that sound right? Okay. So, they've also met with Litchfield at this point, because you know it obviously would affect them. With that, Bill, like I said, you can run it from the mouse if you want. Just use the wheel. There you go. It's all yours. Turn it over to you. Go ahead.

Bill Oldenburg: Mr. Chairman, members of the Board, thank you for giving us the opportunity tonight to speak. So, dissolving the Circumferential Highway layout, what does that mean? So, if you haven't been around for the last 50 years, you may not know what the Circumferential Highway is. So back in the 50s and 60s, there was a thought about creating a loop road around Hudson, basically tied in to what is now the existing exit 2 off the Everett Turnpike, come across the Merrimack River. And it was built, ends at 3A in Hudson. The continuation was to go straight across 3A, heading east, up along, going over Kimball Hill Road to 111, basically right about where Benson's Park is, and then continuing north of Lake Alvirne High School, across 102, across into Litchfield, across 3A, across the Merrimack River, to tie into a new interchange at exit 9, which still doesn't exist. And so that's sort of the layout. That's the plan that was used in the 1993 public hearing. Those are the words of what I just spoke about where it is. So, a little bit of the background. Try to condense the last 50 years in three slides. So, like I said, the project was envisioned in the 1950s, 1960s. Work actually began in earnest on the design of the project back in the 1980s. In 1988, the department held an official public hearing and then reconvened, took some of the comments from the original public hearing, reconvened a second public hearing in 1993. A report of the commissioner was developed and a finding of necessity were approved. So, what does that mean? Let me explain the legalities a little bit of what we do when we have a public hearing. A little bit different than the public hearings you just held. Our public hearings are steeped in state law, federal law, and give us the ability to lay out a highway, ultimately acquire property using eminent domain if necessary. So that's why it's a very legal process that we go through. So, we have a public hearing, and that plan basically lays out a highway and where we're going to build that highway. We have the public hearing. We take comment. We take questions. And then we develop what is called the report of the commissioner. That report addresses all the comments that were received and then goes through, and we have what is called a finding of necessity meeting. So, are we going to find that this highway is necessary for the public good? Because this was an interstate-style highway and controlled access, so there were interchanges, four lanes, two lanes in each direction with interchanges, the public hearing and the whole process is oversaw by a special committee, which is made up of three executive counselors. So those three executive counselors review the public hearing, review the report of the commissioner, and they run the finding of necessity. And all those three were done, and they were approved. So that basically meant we could continue with the design and we could acquire property necessary for the road, and that sort of solidified the highway layout. Per the plan, we could build a highway on that location. It doesn't go away. It doesn't expire. So that process was sort of set in law, if you will. Then the following year, we finalized the final environmental impact statement because once we had the layout, we could finalize the plans, we could determine the environmental impacts. The following year, in November of 94, the EPA issued basically their intent to veto the project, summarize the wetland impacts, the environmental impacts were too great in the southern section, also divided wildlife corridors with the road, sort of bisecting the ability for wildlife to get from the east side of Hudson towards the Merrimack River. Through the large area, which was forested at the time, where the highway was going to go. So, we were sort of at an impasse. We did meet. It actually was elevated to the governor's office, and the governor met with the EPA, and the result of that was that they came to agreement that the full

Circumferential Highway would not be built. But because most of the environmental impacts were in the southern section, they said if you want to, you could pursue and investigate just constructing the northern section. So basically from 111 to the north through Litchfield into Merrimack. We did do that. We did have meetings and discussed a supplemental EIS. So, because we weren't building the whole project that the final EIS was for, we were truncating it. We would have to do a supplemental environmental impact statement just for the section we were planning to build. We did do that. A draft EIS, supplemental EIS was drafted, it was delivered to stakeholders in 2004. No action was taken as a part of that. We didn't hold public hearings. We didn't finalize the impact statement, and it didn't garner a lot of support from anyone. It didn't complete the purpose of the project, which was to get traffic around Hudson. It sort of dumped it in the middle. And so, we met with the towns in 2007, had a meeting, and basic agreement was that the Circumferential Highway was never going to be built at that time. The following year in 2008, the project was removed from the state 10-year plan. And that's sort of, for us, that's sort of where it ended. I know in recent years, over the last decade or so, the town has shown interest in creating a more local road, a boulevard along the corridor in the southern section. We also know that with the grant and with also the study that was in the previous 10-year plan, we didn't get a lot of public support for that. So, what we would like to do before I do that, so before we stopped work on the project, we did acquire quite a bit of property. We acquired 59 parcels along the entire corridor, 19 of which were improved. So, by improved, we mean they're, in most cases, they're homes, condos, duplexes. So, there were 19 improved properties. Total assessed value of everything basically coming from the town tax rolls is about \$23 million. In the town of Hudson, we had acquired 30 parcels. We had acquired basically the entire southern segment corridor. Seven of those are improved homes. All seven of those were on an alternative corridor, Wason Road homes and Mark Street, and then one up on 3A on Webster Street. They were not directly in the corridor, they were outside. We have been, we acquired them almost over 30 years ago, and we've been managing them, being landlords, for over 30 years. As I like to say, we are really good at designing and constructing roads and bridges. Being landlords are not really in our wheelhouse, and we would like to, one of the things that we'd like to do is free ourselves of especially those tenant-owned properties, or tenant properties. So, dissolving the highway layout, what does that mean? What does that do? It would officially end the project. It would take any commitments that we made in the report of the commissioner and in those conditions that we met with the public hearings 30 years ago and remove them. It would also take any existing concerns about, are they ever going to build this road? Is this road ever going to be built in my backyard? It sort of takes that away. I will be perfectly honest with you. At this point, the public hearing was 30 years ago. We could never build that road without redesigning it and going through the whole process over again because while the layout doesn't end legally and from a public support and public input standpoint, we could never build that road without basically starting over. We just can't say that that highway layout 30 years ago is good. We can build that road. So, this is really, I don't want to say a paperwork exercise to dissolve it, but what we're intent to do is basically kill a project that's been dead for 30 years.

Chairman Dumont: If I may, a quick question on that point. As you spoke about, so Hudson attempted to revitalize a portion of his local boulevard. My understanding, obviously, was starting from scratch. The feasibility study that was on the 10-year plan, would that have been part of that start-over process?

Bill Oldenburg: Yes. So, if the town was interested in continuing with that project or redoing the boulevard, you'd have to do the same thing. You'd have to hold public hearings. You would have to do an environmental impact study. You would have to go through that whole process all over again. You couldn't use the documentation or the layout that was built because that layout was for the full Circumferential Highway, and that is not the project that you were building.

Chairman Dumont: No, that's fair. It's been a conversation that's been ongoing here at the local level for quite a while, so I just wanted to clarify for anybody that's paying attention to this that that was the intent of staff when they brought forward the Warrant article for the feasibility study was to start that process over and try to move the project forward with the understanding that they had those steps to go through. Nobody believed that it would just go through as if it was 30 years ago, so I just wanted to clarify that. Thank you.

Bill Oldenburg: And so, by dissolving the layout, all that really does is it takes the highway location out of it. The property that we own, we still own, and it's still there. It's just it would remove the, this property is slated to have

the road built on it. That moniker would be gone, so it would just be state-owned property. And by dissolving the layout, it would allow us to dispose of the properties that we've acquired as part of that. What our next steps are is we met with, tonight is the last town official meeting that we have, so tonight is Hudson. We met with, I'm sorry, I had that wrong. Litchfield was in December 8th, and last week we met with Merrimack. Our intent is to hold a public informational meeting to allow the public to come in, basically listen to a dry dissertation of the last 50 years like tonight, and give them the opportunity to weigh in on the intent. We're looking to plan it because it's locally centralized and probably the biggest player is in Hudson somewhere, so at some point we'd like maybe a recommendation as to where you think it might be appropriate. We have no idea whether it would be four people that are interested or 400 people, so I don't really know. You could offer your opinion on how many people might show up to this. I'm not sure, but if you have a location, that would be great. After all this is said and done, because the three special committee members, executive counselors, sort of created the layout and approved the layout, we would do a governor-council resolution notifying the executive council that we are officially dissolving the highway layout. There's no real process for doing it besides this. So that would then dissolve the layout.

Chairman Dumont: Real quickly on that, just for location, so where executive council tends to have their transportation meetings and where we have our larger meetings is the Community Center on Lions Ave. If you want to connect with Mr. Sorensen, that would be my recommendation, unless if anybody has a better one. There's a chance that you said that only four people or fewer show up, but this topic you might find you get a bigger crowd just based on the amount of conversations we've had over the recent years.

Bill Oldenburg: Perfect. Thank you. So, the real intent tonight is just to say we're going to dissolve the layout. That doesn't change property ownership or the property that we've acquired, but the real intent is, like I said, we really don't want to be landlords anymore, so part of this is we'd like to dispose of the homes. So, there's two processes that I want to lay out. The first is unimproved property disposal, which is vacant land. There's a lot of vacant land. So once the layout is dissolved, we won't begin this process until that is done, which if we had the public info meeting in March or end of February, we could do that as soon as the next Executive Council, getting on the next Executive Council agenda. So, this could maybe start in March or April-ish, so to give you sort of a timeline of when this process would start. One of the first things we would do is complete a market analysis or sort of an appraisal on each property. We would use real estate experts that would review the parcel for buildable lot size, review zoning, site plan approval, determine what the highest and best use of the property is, and determine a fair market value cost of that parcel, what we could consider making or selling it for at a fair market value. We would have to go to a long-range committee approval, so property is considered a state asset, so it's controlled by the state. And to dispose of a state asset, we have a legislative committee. It's the Long-Range Planning and Utilization Committee. I think that's somewhat close. We call it Long-Range. And so, we have to bring these parcels to them to get approval to sell. We would do that and then offer the properties first to the town and then to the New Hampshire Housing Finance Authority, and the sale would be at fair market value. Now I know that you may or may not be interested in some or all or a few of the parcels, so if you are, we understand that there's warrant articles, there's town meetings that have to approve all that. We're more than willing to work with you on that process. We can go as fast or as slow as you need us to, but all we'd ask is that we can work with Mr. Sorensen on what properties you're interested in and what you aren't so that we know how to prioritize our process up to that point. So, if you're not interested in a parcel and New Hampshire Housing Finance isn't, we would then market the parcel through a real estate agent for sale, and all sales are approved by the Governor and Executive Council. And then after they approve it, we would close just like any other real estate transaction. So that would be the unimproved property. So that's the vacant land. We've gone through a little bit different process for the occupied rental properties that we own. So, in Hudson, there's seven properties that we own and that we currently rent out. In November of last year, we did reach out to all the tenants, informing them that we were going to terminate all leases the end of May of 2026. We gave them a six-month notice that we were terminating the leases. We also let them know that if they were interested, they may have the opportunity to purchase the residence they currently rent. And in December of last year, we did send a letter to the town. I know it's in your packet. And to the Housing Finance Authority, inquiring if they were interested, if you folks were interested, and in the occupied properties, so the ones that have tenants in it right now. We did, yesterday, receive long-range committee approval to sell all those occupied homes. And after that, after this process, we do plan, because all these homes are not in the corridor, we feel confident we can sell these without having the



highway layout dissolved, so we can start this process right away. So, we complete a market analysis or appraisal on each of the properties to determine the fair market value. If the town or the Finance Authority isn't interested, we're giving the tenants the first right of refusal, if they're interested and they qualify, to purchase the homes that they're in. We have some very long-term tenants who've been in the homes, so I know Eric has been in contact with a few that are interested. If none of that pans out, we would then market the homes through a real estate agent. Again, Governor and Council would need to approve each sale, and then we would close on the property like any other. So that's sort of the property disposal part of it. I do have contact information for Eric and I. And in the back is a listing of each of the properties that we currently own. I will say the vacant properties, that's the tax-assessed value from your tax cards, and then equalized using the equalization ratio that the Department of, I forget who, determines. But we currently don't pay tax on the state-owned land, the vacant land. We do pay tax on the homes. So, if there's a tenant in them and they're occupied, we do pay property tax on that. So, it's quite a bit of value that's really untapped for the town. And in the back, tried our best to use old tax maps from when the properties were acquired. They may not match exactly the tax maps of today because this is the actual properties that we acquired and the tax maps at the time. That's why they're all fuzzy and gray and look like a third grader did it. And all the properties. So, you can sort of see in here, this is 111 where Benson's is. It's right out in here. So you can see that we purchased most of the corridor for the south and through here. And you can also see that dashed in was the alternative corridor where the homes on Wason and Mark Street are also shown. The other is four on Wason. And then it ties in at 3A right there. So, that's all we really have. Do you have any questions, comments?

Chairman Dumont: So, I have a couple questions that I may not be able to answer, but I'll shoot them out there. So, I get the process. I understand it without the support. Obviously, this is the proper way to go about it, and I'd rather see the properties go back on the tax rolls than just sit there and sit vacant. Ultimately, I'm a little disappointed only because Hudson has a major traffic problem, as you stated with Route 2 dumping off directly into Hudson and really nowhere else to go. Can you speak to, I mean, do you believe that had this been built out, that it would have alleviated the traffic that we're seeing in Hudson? Is that even something you can speak to?

Bill Oldenburg: I mean, the intent of the project was to take those folks that, you know, so today I drove down Route 102 through that line of traffic all the way from Exit 4 all the way down basically to Town Hall. It would have given those folks an opportunity that not have to do that. They could have come down the turnpike, got off, and then found the road closest to their home or where their destination was. And, you know, the same thing for, you know, the Exit 2 area. It would allow those folks that work down in Massachusetts come up and not have to travel, you know, through Nashua, you know, across going through downtown Hudson really. So, would it have alleviated the traffic in sort of the outlying areas? Probably not. It might have drawn more traffic to those areas like the Alvirne High School area and that, you know, because that's where everybody was going to go. But, you know, down in this area, I would have thought it probably would have had a benefit for, you know, for the central area of Hudson.

Selectman Morin: I think the telephone pole on Lowell Road answers that question. If that road was there, everybody could have went around.

Chairman Dumont: Yeah, I can definitely see, and to his point obviously, wouldn't it, you know, you have an exit off of it, obviously you can have an impact there as well. I think that the bulk of our traffic concerns would have been alleviated through that personally being in the central part of Hudson. That's where we see most of that complaint and the south end. So, that's all that I have. I was just curious about that. Any other questions or comments? Obviously, you're not looking for any kind of answer tonight.

Selectman Guessferd: It may be kind of a ridiculous question. So, a lot of the property, the unimproved property is, you know, some of the properties are listed as, you know, streets. You know, like Central Street. I mean, these things would still end up being state owned. Or how does that work? I mean, there are taxes associated with all of those, and obviously there are roads. I mean, there are existing roads that aren't going to go away. So, what happens with the ones that are listed on the list of all the properties that are just street roads, essentially? A lot of acreage associated with those, obviously, you know, because of the length of the roads and things like that.

Bill Oldenburg: So, most of those have frontage on a side road. So, some of the harder ones, if they have frontage, some of the harder ones are, you know, the main corridor, I forget what the number is, is 232 Lowell Road. That goes from 3A up to Musquash.

Selectman Guessferd: Yeah. On a list of properties, I just see, you know, when you have the table with the list of properties, you know, you've got, like, Trigate Road, we've got Speare Road, we've got – and there's no property numbers associated with those.

Bill Oldenburg: Well, so what we used was – those are right off the tax card for address.

Chairman Dumont: So, just to clarify, those aren't actually the road. Those are mapping lots off of that road. So, to his point, they're not – you know, it's not Speare Road that they own.

Selectman Guessferd: Right. It's just – it looks weird.

Chairman Dumont: They own 19 acres off of it, and the reason why they only have a mapping lot is it's not – it's vacant. They don't have a designation for an address.

Selectman Guessferd: Right, right, right. Yeah. Okay. So that's what I thought. I just wanted to clarify.

Chairman Dumont: Correct. You had me wondering there for a second because I was thinking, crap, we might have a bigger problem.

Selectman Guessferd: I didn't think so. I just wanted to make sure I was clear.

Chairman Dumont: That's fair.

Roy Sorenson: Bill, can you just explain the NHHFA? Tell us a little bit more about that.

Eric Sargent: Yeah, so it's – our practice is to notify New Hampshire Housing. Obviously, housing is a big issue in the state of New Hampshire, and it's a practice of the department to notify New Hampshire Housing. They do have statute where they can reach out to any state agency to acquire about surplus land. So, the department makes it a practice to reach out to them as well to let them know that there's a parcel of land that we're getting ready to sell and give them an opportunity to acquire that, to potentially acquire and then work with a developer or finance it through New Hampshire Housing to create more housing opportunities for future residents of the state.

Bill Oldenburg: We did reach out to them, and they were not interested in any of the occupied buildings, and I know that request was to the town.

Eric Sargent: Yeah, so we've reached out to each municipality as we're required by law. We've heard from Litchfield, we've heard from Merrimack that they're not interested, and as Bill has just said, New Hampshire Housing is also not interested in the improved properties. So, we've sent a letter to the town of Hudson, and we would appreciate a formal response to give your intent as well if you have any interest in that. The reason, as Bill stated earlier, we gave the tenants a six-month notice of their lease being terminated. We wanted to give them the opportunity to secure financing. It's not the department's desire to displace any of these tenants. We want to work with them to give them an opportunity to acquire these homes. So, the sooner we get the responses from the municipalities and from New Hampshire Housing, we can start working with the tenants to get them the opportunity well in advance of their lease being terminated to acquire the houses.

Roy Soenson: So that's the urgency behind this. You want the town to deal with that first, the improved lots, I guess you'd call it, so we would need to come to a conclusion.

Chairman Dumont: That was the next thing. I have a separate question, but I'll state my opinion on that very clearly. Similar to DOT, I don't believe Hudson should be in the landlord business. So, I personally would have no problem saying that it's not an interest of mine, but I'll leave it up to the Board to make a formal decision. I did just have one question about the unimproved. So, you said the New Hampshire Housing Authority didn't have any interest in the improved. Did they give you any response of the unimproved?

Eric Sargent: They may have some interest, yes. I mean, they will evaluate what properties. We have not notified the intent of those properties yet. We're waiting for the project to be dissolved before we start acting on those.

Typically, larger tracts of land, certainly in an area where housing is needed, they certainly have some interest. So, it's quite possible they would be interested as well.

Chairman Dumont: All right. So, Board members, is anybody comfortable throwing their opinion out there, or do they need some time to think about this?

Selectman Jakoby: I personally need some time to think about it and really review it. I have some questions about a bunch of things, not for them but for us.

Chairman Dumont: May I ask, is anybody comfortable with giving them an opinion on the improved lots? To me, that one seems simple, but that's just me.

Selectman Morin: I would make a motion that we don't have any interest in the improved lots. We're not landlords.

Chairman Dumont: If you don't mind. So before, I just want to kind of take a straw poll of everybody. Selectman Jakoby, is that something that you would need more time on as well?

Selectman Jakoby: I guess part of it is just as we look at – I mean, I don't want to be a landlord, but is any of that – I don't think there's any property there that's necessarily a good location for anything we want to do. Because we could tear down what's there and do whatever. So that's just me thinking out of the box. But I don't think so, because Wason is not a good access. Mark Street, I'm not familiar with that, but those are both 0.2 acres each, so that's not a large piece of property. So, if I think out loud, if you're asking me, so then unless I'm missing something, there's nothing significant here except for Webster. That's a single-family residence. It's only 1.3, though. So, I'm not seeing any reason to move forward. So, I wanted to raise that.

Chairman Dumont: No, that's fair. I mean, I did consider the same thing. Obviously, we're going through a process right now with our Town Hall Advisory Committee, and that was a recommendation to look at possible properties, so I don't – I think that's appropriate. I didn't see any of the seven in question here, at least for them tonight. That would be appropriate personally for that.

Selectman Jakoby: Right, because of the size and what's on it.

Chairman Dumont: Location. Availability of infrastructure.

Selectman Jakoby: That's the conversation I wanted to have. Yeah. So, I'm good.

Chairman Dumont: Okay.

Selectman Guessferd: Looking at the maps and the property designations, it's not Watson Road, it's Wason Road. Wason Road. Elementary. There's a bunch of them that say Wason Road. That's right. But I'm kind of on the same page as far as the improved properties. I really don't see us having an interest in those, you know, as far as being landlords or managing those in any way, shape, or form. But, you know, there's always – I mean, I know you have a legitimate point, but my first reaction to this is, you know, improved properties, there's houses existing there, there's people living in them. Right. We give them an opportunity to buy them. Like you, give them the opportunity to buy them. Kind of my opinion as well.

Chairman Dumont: I agree.

Selectman Vurgaropoulos: I'm in the same wheelhouse. I don't think any of these really – obviously I think we all pop to the same thing, right, the town hall. But I don't think any of these really fit the bill for location and size-wise that we would need. I would like more time to evaluate the unimproved to see if there's any liability in any of those locations.

Chairman Dumont: So, Selectman-Morin had a motion to create a formal recommendation on the improved lots.

Selectman Guessferd: Right, yes. I'll second that.

Chairman Dumont: So that recommendation would be that this time Hudson has no interest in the improved lots that New Hampshire DOT is proposing. So, motion by Selectman-Morin. I have a second.



Selectman Morin made a motion, seconded by Selectman Guessferd, for the Town of Hudson to decline any interest in the improved lots the New Hampshire DOT is proposing from the disbandment of Circumferential Highway, as recommended by the Board of Selectmen. Motion carried, 5-0.

Chairman Dumont: Hopefully that's quick enough for you, at least on that part.

Roy Sorenson: What I'll do to formalize that, I'll send you a letter recognizing the motion they took here tonight, all right, and even a copy of the minutes, and then that's it. It's on the record, okay?

Bill Oldenburg: That'd be perfect. Thank you very much. I would comment that the unimproved properties, the vacant properties that are adjoined Litchfield, when we were at Litchfield, they did mention saying it would probably be good for Litchfield and Hudson to get together. What are you going to do with your side of the line?

Selectman Vurgaropulos: What are you doing?

Bill Oldenburg: Well, it was more of a compatible type of thing.

Selectman Vurgaropulos: Yeah, there's a couple that straddle the boundaries, right?

Roy Sorenson: I did have the talent administrator, Kim Kline, reach out to me today via email on that. So, I think I will reach back out to them and we'll work through that.

Bill Oldenburg: The Wason thing kills me because 25 years ago I worked on the interchange right there, right at Wason Road and 3A.

Selectman Guessferd: I was like, I don't know where Watson Street is.

Chairman Dumont: All right, do you have anything else for us at this time? Thank you very much.

Selectman Guessferd: Thanks a lot for coming down.

Chairman Dumont: Thank you very much. Appreciate the presentation.

Selectman Vurgaropulos: Thank you, gentlemen.

#### **F. Transition to Central Square Pro Suite – Police/Decision**

Chairman Dumont: All right. Next up, we have a transition to Central Square Pro Suite. I will recognize the Police Chief, Cayot.

Chief Cayot: Thank you, Chairman. So going back to when we were doing our budgeting a couple months ago, everyone will probably remember that one of my outside budget requests was Pro Suite, upgrading our current IMC records management system to Pro Suite. Since then, a few things have changed and an opportunity has arisen which will allow us to get into Pro Suite right now at a much more affordable rate than when I presented that. And by that, what the deal is right now is for the first year, it would actually be the exact same price we're paying for our current IMC. So, we're supposed to renew in June of this year our IMC. That cost would go to the first year of IMC. And then I had provided some information that shows how it kind of steps up over the next several years. So, for the first year, we would pay exactly what we'd be paying for IMC. The next year, we'd be paying \$8,619 more than we would be paying if we stayed with IMC. That's with the anticipated increases in IMC. And then by the third year, we're paying the \$17,000 extra over what IMC would cost. It's obviously given us the new upgraded system. It's getting rid of IMC, which is antiquated, and they're not updated anymore. The reason I'm bringing this to you now is because this came about they're looking to do a consortium. It's actually being run by Hillsborough PD. They still jump on to the sheriff's hub that they're building. But what it looks like is Central Square was like, hey, we're already building this hub. If we can get these other people to jump on now, why not get them locked in so now they're paying these fees as they go. So, they waived the fee of transferring all our data and then gave us the IMC cost. That's how we're going from the \$126,000-ish that I requested, the outside budget request, to first year being the cost of IMC.

Selectman Guessferd: Thank you for explaining that, yes.

Chief Cayot: Because transferring the information from IMC, I want to say, if I remember correctly, was about an \$80,000 to \$90,000 charge.

Selectman Jakoby: Yep, that's what you said.

Chief Cayot: And then the rest of it was the increase over IMC.

Selectman Guessferd: Yeah, I think that piece is important so people understand that that's because, yeah, they'll remember it as a higher dollar amount.

Chief Cayot: So, when I talked to the guy from Central Square today, because the town administrator had asked me, can you find out a time frame on this? Unfortunately, I don't have a great answer because with Hillsborough running this consortium, when Hillsborough decides they're going to sign, they're going to go with whoever is ready to go. And then if you're not on board with that, everyone who got on board with them gets this deal. If not, it's going to be whatever the going deal is after that. Hillsborough is ready to go as soon as possible. Have they signed yet? No. Are they going to wait six months, a year? Absolutely not.

Selectman Jakoby: So, I think this is incredible. You said that there were a lot of moving parts and you didn't know how it was going to come down. So, this is really coming very much in our favor. So, I'm very thankful for that and I'm very supportive of this.

Chairman Dumont: Any other questions or comments? If none, I do have just one question. It just relates to around timing. How do you feel if we were to wait until after elections or something like this, budget and everything?

Chief Cayot: I haven't gotten the Hillsborough chief to give me a definitive answer, but my guess is they are not going to be waiting that long. They have pretty much every other agency in this group is ready to go now based on the fact that their costs are staying the exact same. Obviously, I'm bringing it to you because I put it in as a budget request that was taken out, so I thought in full transparency, bringing it to you was the appropriate way to do this even though there's no cost for that first year. But that's why they're all ready to go and they're kind of waiting on us to see if we're jumping on or if they're going to go without us.

Chairman Dumont: No, that's fair, and I really do appreciate the process that you're going through with that. That was just the initial question. Mr. Sorensen?

Roy Sorenson: Yeah, so just a couple things. You currently budgeted the IMC for this year and every year thereafter, right?

Chief Cayot: Mm-hmm.

Roy Sorenson: Okay. The budget committee reduced the request to \$1.00. They did not take it out of the FY27 budget. If my memory serves me correctly, and you, Selectman Vurgaropulos, correct me if I'm wrong, member Walsh mentioned that while they liked the idea of it, they didn't like the cost of it, and I think the Chief's done his due diligence here in trying to spread it out and move it forward. But I think it's important to note that it was reduced to \$1.00. It's still in the budget, and that was, I think, the intent of the budget committee at that time.

Selectman Vurgaropulos: Yeah, that's what the intent was. Everybody wants it, like I think we all do, and they just were having a hard time finding a way to cut the fat, and unfortunately that's what landed there. But they didn't want to abolish it, so they just dropped it to \$1.00 so that it had a fighting chance in case a miracle arises. So that's where we're at with that.

Chairman Dumont: So, with that, obviously, so the remainder of this year you're able to cover the cost because it's obviously the same. Going forward, how do you plan on covering that cost, you know, figuring for the \$1.00 obviously only being in that line item?

Chief Cayot: Correct. So out of the size of my budget for the year two, I do believe I could find the \$8,619 to cover that second year's cost. Then obviously I would come to you and bring through the budget process again trying to get that additional \$17,000 for that third year.

Chairman Dumont: That's fair. I just wanted to make sure that obviously that wasn't lost on the public where that funding is going to be coming from.

Chief Cayot: Obviously if that was denied and we had signed on to this, I would have to find it somewhere in my budget just because IMC will still be there and we'll still have that information available, but as we move to this, that's where all our new records are going to be going.

Selectman Guessferd: Yeah. I mean my view would be once we hit \$28,000, it's just included in your budget. I don't think you would necessarily need to within the guidelines that we give you for that year, right? It would be like next year's budget process. That's the way I look at it. I mean it's \$17,000. I don't want to say only, it's \$17,000, but you would have to manage that either way within your budget request.

Chief Cayot: Yes.

Chairman Dumont: I agree, and I would hope for anybody paying attention I'd like to see maybe a possible amendment made at the deliberative session where we could affect that change a little bit quicker.

Selectman Jacoby. I was thinking the same thing.

Chairman Dumont: That could work.

Selectman Jakoby: To be able to put this back into the budget at the deliberative session. Also, would this then become part of the new default budget moving forward as a contract?

Roy Sorenson: Well, no. Okay. Not for, no, it wouldn't, in fact, it wouldn't be part of it at all.

Selectman Jakoby: Okay.

Roy Sorenson: It'd have to pass this year.

Selectman Jakoby: No, I meant in the future.

Roy Sorenson: As long as the budget that it's in passes. If it's amended on the floor this year and the budget passes, yes.

Selectman Jakoby: Then it becomes part of the, that's what I'm saying, just to clarify.

Chairman Dumont: Yeah. Any other questions or comments? No. Motions?

[Selectman Guessferd made a motion, seconded by Selectman Jakoby, to accept the Police Department's recommendation to transition from Central Square IMC to Central Square Pro Suite. Motin carried, 5-0.](#)

Chairman Dumont: Do we have any discussion? I just want to add, I do really appreciate the chief continuing to work on this and advocating what's best for the department, hopefully create things more efficient and a benefit to everybody. Thank you.

Chief Cayot: I appreciate the opportunity to bring this back to you.

Selectman Vurgaropulos: Absolutely. Thanks for the hard work.

#### **G. Sidewalk Expendable Trust Fund – DDS/Decision**

Chairman Dumont: All right. Next up, we have the Sidewalk Expendable Trust Fund, and I will recognize Mr. Dhima.

Elvis Dhima: Another denial tonight, probably.

Chairman Dumont: Back in the hot seat.

Elvis Dhima: The way the night is going. Thank you, Mr. Chairman. You've been great. I'm just kidding.

Chairman Dumont: You've got everything you wanted.

Elvis Dhima: I'm kidding.

Chairman Dumont: It's all good.

Elvis Dhima: Let me wipe my tears real quick, and then we can start again.

Chairman Dumont: We're going to live in debate.

Elvis Dhima: So, this is another good one, right? So, as you probably know, Mr. Selectman Guessferd can talk to this. There's been a couple cases where the planning board has dealt with development that come with the sidewalks. Sidewalks don't make any sense because they're not connected to anything else. We don't maintain them along the main corridors. So, the question has always become, if you provide relief, we should get something back to basically provide the means for the town to maintain what we already have there. As you all know, we have corridor funds that we basically utilize for new roads, create capacity, capability, safety, things of that sort. But you cannot use that money for repairs, things of that sort. They're very specific. This is basically going to allow us to basically provide the means for a developer that needs relief by the planning board to give some money that's related to the sidewalks for the town to put that money anywhere else along the main corridors to fix sidewalks, repair them, or even equipment related to repairing those things, like a Bobcat that does the snow blowing, things of that sort. So, it went to the planning board. We got feedback from them. It passed 7-0. And basically, it's in front of you for a recommendation to set it up. And basically, the idea is, instead of asking the taxpayers every year \$50,000 for something like this, maybe there's a way where it's a win-win between the town and the developer coming in, and we can basically set this up exactly the same way as we have the main corridors when people put in for the impact fees, and we take them out. The way it will work out is, planning board recommends it to the board of selection for expenditure, and eventually you are the agent that actually does the expenditure, with obviously the staff recommendation. So, public works will be coming in saying we need to fix this segment along Lowell Road. We have X amount available. We'd like to do it. Go to the planning board. They say, yep, it's fine. It's in line to what we established. Board of Selectmen, then they go over it, approves it, and then they go from there. It's a good mechanism. I think it's going to provide a lot of relief moving forward. We haven't built any new sidewalks except the ones that we've done through federal or state projects. We haven't maintained it. There's calls coming in at public works about, hey, there's X, Y, and Z, especially this year now with the frost and the winter we've been having starting so early. So, I think it's going to be time for us to start putting some money into the sidewalks. And where that's going to come from is from the paving program. So, you're going to see a bit of public works dip into the paving because that's basically the piggy bank to do that. If you're okay with that, you can put this off next year. If you're not okay with that, you can move it forward for this ballot. And that's where we're at.

Selectman Vurgaropulos: So, this is in the event that they were saying sidewalks, but it becomes not feasible. Like the corridor fund, it's like kind of another tax on the developer. And it comes in to us as a fund that we can use to repair everything else.

Elvis Dhima: Yeah, so basically the way it will work is a developer comes in and they require the planning board to waive basically that sidewalk requirement because it's geometry doesn't work. You know, it's not connected to anything else. And then the planning board ultimately has a final decision to make to do it or not. But then if they don't, if they provide relief, the applicant can say, I'm willing to basically give you up to 50% of the cost of that sidewalk that I want to build to put it in a special fund. It allows the planning board a mechanism to accept this money and pull it into an account. And then if public works comes in and says we can use some of this money that we just got to fix X, Y, and Z segment on Lowell Road, 111 and 102, they come here and then you approve it. But it's a win-win. Right now it's very difficult, and it's been done, but it's very difficult for the planning board, it appears, to justify not doing a sidewalk without getting anything back. Because basically you're removing something that's required without getting anything back. It feels like it's somewhere in the middle where everyone can live with. It has to be reasonable, obviously, so I think the cost will be somewhere between 50% to 75% of that original cost of the sidewalk. It'll be established through a regular engineering estimate that the developer's engineer presents to the staff, and we approve it. And then we recommend it to the planning board. Does that answer the question?

Selectman Vurgaropulos: Yeah. No, thank you. It does.

Chairman Dumont: Briefly, I guess I'll say my piece. I agree with everything Mr. Dhima has said and the intent behind it, outside of the fact that I am not in favor of additional fees. I'm sorry to say that only goes down to the end consumer. So, everything that we add ultimately creates a cost and then creates things that drives it up in the long run. While his interpretation of the corridor funds and how they can be used is correct, I'm a firm believer that that's something that should be changed and something to be looked at. I think that those corridor funds should be and be able to be used for maintenance and upkeep as traffic grows, which is what they're for, or as things are utilized more. There's wear and tear and maintenance that comes along with that. I just don't like the idea of adding another fund or another fee onto local development. Outside of that, even if I was to get behind this, I think it's just a little too late in the year. The Budget Committee has already held their meeting on the warrant articles. They've already made their recommendations. I think it's something that we look at for next year.

Selectman Morin: I'm good with the maintenance and all that. My problem is the building of the new sidewalks. And the Budget Committee, not Budget Committee, they're all the same. Planning Board has had a lot of discussion. We need sidewalks, we need sidewalks, but nobody's taken into the fact that the cost that it's going to be to the town. Right now, we have two machines. With what we got, it takes three days. Okay? How are we going to take care of that? And what gets me the most is you got all these sidewalks that are going to be out in different places if they can build them. They're not going to get cleared. The roads are thinner. People are walking on the roads. So where is there a... I think the town needs to make some type of... The residents got to take care of their sidewalks. I mean, a lot of cities do that. You got a shovel in front of your property. And if you don't, then we have to attach some type of monetary fine. Because we keep adding sidewalks, we're going to add personnel. What have we gone through this year for a budget? They don't want personnel. They don't want their taxes going up. So, we're building sidewalks, then they're going to sit there in winter for no reason because nobody's going to be able to walk on them because they won't be cleared. It makes no sense.

Elvis Dhima: And we tell everyone up front about that. We have told the Planning Board. And unless there's a change on the rules, there's nothing we can do about it. We have to live with what we have. But I want everyone to know that only the main corridors, when it comes to sidewalks, are getting plowed, anything adjacent to them. We don't do anything else.

Selectman Morin: But that's my point. Here we are telling people, you got to build a sidewalk. Building a sidewalk you can't use.

Elvis Dhima: But no one is maintaining it. We don't maintain them. We don't plow them. We tell everyone that's adjacent to them, you want to do something, have at it. The biggest concern we have at Public Works and Engineering is if there's a repair needed and some of these developers are getting there.

Selectman Morin: And I agree with that.

Elvis Dhima: We can't even replace. No, but I'm talking about even the ones that you're saying are out. Like the ones on the main corridor is like, fine, we're going to have to address those because there's a lot of traffic. But you still have like a legal obligation because it's within your right of way for the sidewalks that are in the middle of nowhere. So, at some point they're going to say there's a sidewalk there. What, are you going to rip them out? Because you either fix them or you rip them. I'm just saying. Not a bad idea. You know, is that, do we do the grass sidewalk, as they call them now?

Roy Sorenson: Walking path.

Elvis Dhima: The walking path. Anyway, it's becoming a thing, right? I mean, is it cheaper just to rip them out? Loam and seed it? I don't know. But the main thing we're focusing on is the main corridors.

Selectman Morin: And I understand that. But that's my point, though. Why are we charging these guys for sidewalk fees if they're not even going to be able to be used? It makes no sense.

Elvis Dhima: So, we won't charge anyone, and it's not a fee.

Selectman Morin: I said that wrong.

Elvis Dhima: No, no, I totally get it. I just want everyone to know no one is fine, like no one is, the expectations by the current rules we have in place is they're still going to be required to do a sidewalk. But if you can make your case that it doesn't make any sense and you should probably relieve, it gives you a way out without making the planning board saying, like, we just waived \$200,000 worth of requirement. And then that's being used for a good cause, right, fixing other stuff. So, I don't know. I don't make the rules when it comes to planning or zoning for that matter. These are things that have already been in place. That can be brought back either by this Board or another Board to the planning board to discuss. I think ultimately it's their decision, their rules. We have brought this up. We have mentioned it and get it. But some people feel like it's something that brings value to a community or to a neighborhood that's relatively new. I don't know. I don't know what to tell you. I don't have a sidewalk where I live. And I'm okay with it. I walk on the road. But then again, mine is a dead end. So it's a little different than through. I don't know. I don't know what the right answer is. What I'm trying to do is move forward with providing a mechanism for both the town, developer, the planning board, and the Board of Selectmen to see if we can, if something good can come out of this. And I think them taking that equation out.

Chairman Dumont: Let's move on to the next question.

Selectman Jakoby: I have a few thoughts around this. One, I'm not sure that this is actually saying that we're building more sidewalks. It's saying that this fund can be used if we need to fix a sidewalk that's existing.

Elvis Dhima: Maintain it, yes.

Selectman Jakoby: I mean, part of planning is to decide where we have sidewalks, where we need sidewalks, and where we don't need sidewalks. So, it's still, this gives us the opportunity as in your department in planning to plan for where the sidewalk should be. And then this way, if we have a developer or someone that needs a major exception and it makes sense, it gives the planning board a place for them to put some funds. It's not gonna be the total amount. What continues to happen, this has been raised for many years, even before I was elected when I was speaking at planning board meetings about sidewalks and things. The question was, if corridor funds can't be used, we can't recoup any of that. If we could recoup it, where would it go? So, this just establishes a place for it to go. Possibly, depending upon who's on the planning board, no money would ever end up in here. I mean, this doesn't say we are automatically gonna charge any developer any of this. This is just saying that this establishes a location for the money if the planning board comes across a major project where sidewalks don't make sense, but it's a major difference, that it might be a way to resolve something with some funding going towards the community to maintain the current sidewalks. So, I don't see this as adding sidewalks.

Selectman Morin: There's three words right in this thing. It says planning, design, and construction.

Selectman Jakoby: Well, then you can delete that, too.

Selectman Morin: Well, I just wanted to get out to the public that that's what it says.

Selectman Jakoby: Right, but what I just said is that as the planning, as this department, and planning, you would plan for where those sidewalks are, and it's not saying that we're putting in more sidewalks. It says we can.

Chairman Dumont: Hold on, all right. Fair point. I'm gonna bring that back around. One, I've never seen a government entity who's able to charge money not charge money. I'm just gonna throw that out there right now. I don't care at any level. So, where there's a will, there's a way, and trust me, they will charge money, and they will ask for it, and it will increase the cost of development on any level. The way that the ordinances and the planning regulations read right now is typically sidewalks are proposed for new roadways that are built. However, on basic subdivisions, this planning board frequently asks for a 50-foot-wide sidewalk or a 100-foot-wide sidewalk in front of that or right of way for a sidewalk to be built in front of that singular home, which is where this had come up, I would imagine, the majority of the conversation, and I don't think it's right to then say, okay, well, this is something that we want, so we're not getting it away around. I don't know what it is to ask people to offer a monetary value of it to satisfy a vote. So, I can't support this because you could do that with any issue in the town that it has. This year, it's sidewalks. In 10 years, what am I going to say, that I have an issue somewhere? Let's bring up Town Hall. We have an issue with Town Hall. Should I then be going to everybody that comes in front of planning, zoning, conservation, or whatever and say, I don't have ability to get you on this one, but you should allocate some money to this fund over here, and we'll be good to go. I just can't get behind it. I do believe that



any measure to improve the corridors is something that needs to be looked at through our corridor and impact funds, and I understand, and I agree with Mr. Dhima, that it's not worded that way currently. I think that there might be other avenues. I just can't support this. Either way, I definitely can't support it for March.

Selectman Vurgaropoulos: Thank you, Mr. Chairman. It's funny. I'm like on a little roller coaster in my head, right? I was like, oh, that's great, and then I'm like, oh, that's not so great, so I'm going to call myself on the fence at the moment. I like the concept. I like the idea of it, of being able to make repairs with outside of the corridor fund where we're more restricted. What worries me is this becoming an enabling article for the planning board to just wave everything under the sun. That's what worries me. Will it happen? I can't tell. I don't know what they're going to do, but this is exactly that, right? They have a conversation, and they're like, hey, it's good. We need to get this over here. We can just wave that, and it becomes a revenue generator at that point, right? Because now they're waving everything. Do they have the right to wave it? Yes, they have the right to wave it if they can justify it, but I'm a little wary about that.

Elvis Dhima: I think everyone has a very valid point here, and I don't think there's a perfect scenario how you look at this. I think this came about, there was cases at the planning board when even a developer said, I'm willing to put something forward if I get this because I don't think it makes sense. Basically, we don't have the mechanism to accept anything right now.

Chairman Dumont: See, that's my prime example. Okay, so you guys aren't in favor of the project, so I'm willing to offer some money over here to do that. That doesn't sound right to me.

Elvis Dhima: No, no.

Chairman Dumont: I know that your intention is not that. I'm not painting that picture at all, but it just doesn't seem proper. I'm not painting the picture. Mr. Dhima's doing that. What I'm painting the picture of is the fact that if somebody wants to offer it, they can offer a donation to the Town of Hudson if they so choose.

Elvis Dhima: My comment was related to something about the sidewalk being basically waived or taken off. I think it's a disservice to not provide the ability for someone that's basically going to be, probably get relief for a sidewalk because it says, no, we don't see the need for it. We put the sidewalk. I think there's a cost there because just asking for relief doesn't mean you're going to get it. So, I think it has come up. I think it was legit from the planning board. If you guys don't want to support it, if you don't want to support it later, it doesn't matter. But the intention here is to provide a mechanism if someone chooses to go this way. Someone can say, I want to build a sidewalk. Or someone can say, I don't want to build a sidewalk and I'm not willing to pay for any of the relief. You still have the option. It's still a free country. When this came to us, we felt like this was some kind of a middle ground. But if this doesn't go anywhere, it's fine. It doesn't change anything as far as the planning board goes. Just so everyone understands. It doesn't change anything. People still can go in. They can ask for relief if they're not going to get it. But if someone says, I wish we could have had a mechanism, we're going to say, we did, and you didn't go through. That's the end of it. So that's kind of what you're deciding tonight. That's all.

Selectman Morin: I just don't understand because you just said something. Well, I can build a sidewalk or I can't. Well, the focus has been on building sidewalks so people had a place to walk safely. And now we're saying, well, if you give us some money, we'll waive it for you. And I don't like that either. And that's what I'm seeing. And my point is, again, we're building sidewalks that nobody's ever going to be able to walk on in the wintertime. And it's ridiculous.

Elvis Dhima: I think that is for another discussion, I guess, removing the sidewalk.

Selectman Morin: But it's not because it's related to this because it says design, plan, and construction.

Elvis Dhima: Well, design, plan, and construction for a repair. I get it. For a repair, not new. So, for a new construction on 102, I think you can probably use 401.

Selectman Morin: I don't argue with 102 or Lowell Road.

Elvis Dhima: No, I'm just saying you still need to design a plan even when you do repair, depending on what the repair is. So, I think that's what he's referring to.

Selectman Morin: I understand what it refers to. But I've been in this town long enough in politics and dealt with it all my time here. And I know how that works. Oh, it says it now. But later on, oh, you know.

Chairman Dumont: All right, Selectman Jacoby, and then I'm going to ask you about your final comments. We're going to go to motions.

Selectman Jacoby: I think your point is well taken, Chairman Dumont. So, you're saying that if the developer wanted to, they could just make a donation. And then we would set up a new fund or a place for sidewalk money to go. I just want to take that the next step for the public.

Chairman Dumont: Donations go to a specific area, obviously the general fund, if I'm not mistaken. And then it would be up to this Board how to utilize the general fund to offset taxes in future year, which may come from maintenance and upkeep of certain areas. The board has that within their purview. Out of all my years of going through land use, it always seemed more appropriate that if the applicant provides that as a mechanism, that's the better way to do it, instead of the Board providing that as a mechanism.

Selectman Jacoby: Instead of having a specific this warrant, you're saying it's better to just have a direct donation.

Chairman Dumont: Yeah, because I think that just like everything else, I think this is just, in my opinion, this is just another fee that will eventually just become the norm, and I'm not in favor of that.

Selectman Jacoby: I just wanted to clarify that, because I think that's a fair point, is that the planning board is saying they don't have a mechanism, and you're saying there is a mechanism. So, I'm just trying to clarify that.

Chairman Dumont: To be clear, it's not a mechanism per se. Anybody has the ability to make a donation to the town of Hudson and to say what they would intend that that go to, and then it would be up to this board as to how that money's utilized. So, I'm not advocating for people just to come in and offer donations in lieu of an approval either. I'm just saying I don't like the idea of creating another process.

Selectman Jacoby: Just to follow up on that, so there have been previous projects where there were donations put into the approval.

Chairman Dumont: Yep.

Selectman Jacoby: So, can't, if this doesn't go through, can't the planning board put in a donation built into the approval like we did for other projects?

Chairman Dumont: My understanding is if that, and this is, I guess, the problem, is anything that's acceptable to the applicant can really be put into the approval I just don't like the idea of someone feeling Obligated. Obligated, yeah.

Selectman Jacoby: So, I can understand why this is, you're against this, and my second question is just that are we past the time or is this even possible to go in tonight for the public to know?

Selectman Vurgaropulos: Isn't today the last day?

Roy Sorenson: No, so, because we have more time.

Chairman Dumont: I think we're too far gone, but that's okay.

Roy Sorenson: So yeah, you'd have to put a dollar value on it. You'd have to, so where that money would come from to establish the fund, you'd have to demonstrate that as well.

Selectman Guessferd: Do we have to? Do we have to put money?

Selectman Jacoby: Do we have to put a dollar value on it?

Roy Sorenson: Absolutely. It's an expendable trust fund.

Selectman Jacoby: Oh, so it's not just establishing it.

Roy Sorenson: It's a monetary warrant article.

Selectman Jacoby: Okay. Well, for that reason alone, I don't want to ...



Roy Sorenson: And then if you do that, then the board would have to vote on it, and then it's got to go back to the budget committee. You'd have to have a public hearing, and all that has to take place before the deliberative.

Selectman Jakoby: Okay. Then I also agree with the chairman that it is not timely for us to do this this year.

Chairman Dumont: Do we have any final comments?

Selectman Guessferd: I've been sitting here listening to all the comments, Mr. Chair. All right. And as the planning board hangs on, I figured I would just weigh in a little bit. I don't want to throw fire on this. More wood on the fire here. I don't want to make, I don't want to expand the conversation much longer. Everyone's points are well made. I've sat through too many of these planning board applications where this has come up and where developers have offered, within the current set of rules that are out there, to me it made some sense. I voted for this. It was seven to zero, right, for the planning board. So, I voted for this because I think there's, I think the money can be used for other parts of sidewalks, crosswalks, repair, maintenance. And other places. I do agree, there's a lot of sidewalks to nowhere. And maintaining those sidewalks can be costly. I do think, though, for those, and I don't think we should be forcing developers, you know, strong-arming them. But if they're willing to go ahead and provide some funds in whatever amount, in my mind, okay, let's take those funds and let's use them for something productive. Taking the ability to have to take money out of, for example, the paving budget. Instead, we've got a place to pull money from that we can use for those purposes and not more stress the paving budget and the DPW budget. So, I mean, we can debate it and argue it probably for the next three or four hours, I don't care. But that's my opinion. These are my opinions. I'm going to vote for this. If we have a motion and a second. I mean, because I think it's something that's worthwhile. It's certainly not a perfect solution. I agree. But the other points are well taken. That's where I'm standing on this.

Chairman Dumont: All right, so everybody's had a chance to make motions. I'd like to move this thing forward one way or the other. So, do we have a motion?

Selectman Morin made a motion, seconded by Selectman Vurgaropoulos, not to forward the motion to move the Sidewalk Expendable Trust Fund as a warrant article to the March 2026 ballot, as recommended by the Development Services Director, the Director of Public Works, and the Planning Board. Motion carried, 4-1. Guessferd opposing.

Selectman Morin: This isn't your usual night.

Chairman Dumont: He got lucky too many times in a row.

Elvis Dhima: Just so we're talking about this, this was something that came up because it appeared from planning of board members there was a need for it, so it wasn't from staff. It was a lot of effort put into this, and it's feeling like a waste of time now. But either way, we'll bring it back. It's done. It's over, and there's no other way to go back to this.

Selectman Guessferd: So, let's move forward.

Chairman Dumont: Next.

Selectman Vurgaropoulos: Just real quick. I wouldn't say it's a waste of time. What I would like to see is bring it back, but it needs to be reworked, like just a little more definition in some areas, a little more clarity. I will not, but the planning board can. No, I'm not saying you, but I'm saying the Warren article, which was presented, could use some TLC.

Selectman Jakoby: And then plenty of time for it to go through the proper process.

#### **H. Land Purchase for Hudson Conservation Commission – DDS/Decision**

Chairman Dumont: All right. So, we're moving on to item H, Land Purchase for Hudson Conservation Commission. Mr. Dhima, this should be hopefully an easier one for you.

Elvis Dhima: We'll see. So, this one was a nice partnership, if you want to call it that, between a developer and the town and the Conservation Commission. It was basically an opportunity to carve out about 15 acres that can

now be utilized. It's adjacent to Rangers Drive Forest, which is nice. And basically, the developer went back and forth on what they thought they can get away, like what did you get out of the 15 acres. The Conservation Commission was very interested. He went through the process. It's ready to go. We were waiting for some testing out there on Barrett's Hill. Everything came out good. We're going through the deed search right now. So, if it gets approved tonight, we can move forward with closing this. The nice thing about this one is it's a nice piece of state-owned property that goes from Barrett's Hill to the back. And the developer created an easement for us to basically cut through to this property we're going to purchase tonight, hopefully. And that creates a connection from Rangers Drive all the way down to Barrett's Hill, which is nice, and all the way through. There's a power line going through there, which doesn't really matter to us. But the nice thing about this is it's going to be adjacent to an existing conservation facility already. It comes, obviously, recommended by the Conservation Commission and myself. It's ready to go. So, the way it works is it's their own money. It doesn't impact the taxpayer. And for purchasing of land, they need your green light. So that's why we're here tonight, to ask to basically approve this purchase and we can move forward and authorize Mr. Sorensen to sign off on any paperwork. That's probably due by the end of the month.

Chairman Dumont: The only question that I had was concerning the \$2,500 for closing fees. How did you come to that dollar amount?

Elvis Dhima: I just put it in there flat because I think our attorneys are going to have a fee. So, I don't know what the closing fees are, but our attorneys are working, obviously, on doing the paperwork. So usually that's about \$1,000 to \$1,500. So, I just put it out there.

Chairman Dumont: That's all right. Go ahead.

Elvis Dhima: Basically, what that means is that if there's any closing fee, I don't want anyone to think that we're paying for it. There's still going to be conservation paying out of it. So, I just put that flat fee in there because I didn't want to be like any of the other closing fees without giving you an idea. In the past, it's kind of along those lines. It could be a little higher or less. I don't know. It's usually at the very end. But it's coming out of the Conservation Commission.

Chairman Dumont: And the only reason why I ask is because I didn't know if, due to, obviously, the amount, it seems like obviously there was a good deal in discounting that for the town of Hudson with the amount of land that's there. I didn't know if we were covering some of the closing costs for the seller. Obviously, it's our attorney drafting everything up.

Elvis Dhima: Yeah. I would just say attorney fees and that's about it.

Chairman Dumont: You probably have your transfer of state, your transfer of tax.

Elvis Dhima: Yeah, deed research, making sure there's nothing in the deed, things of that sort. So, I feel like it will probably be around \$1,500, but I just don't want to get approval and come back later and be like, I didn't love the tax.

Chairman Dumont: Oh, that's kind of exactly what I'm asking. I didn't know if you thought that would be enough when you're figuring in the state tax and records and attorney.

Elvis Dhima: If it's a little bit more, it's okay. If you think it's adequate to go up to \$3,000 or \$4,000, it's fine. It doesn't matter. That's why I have it up to that.

Chairman Dumont: You've dealt with the town attorney on that more than I have, so I just wanted to throw it out there.

Selectman Guessferd: That's all. Yeah. You just negotiate with them. If it looks like it's going to be more, just tell them \$2,500. That's it.

Elvis Dhima: We're done. And you'd be like, do it yourself, Elvis. See how good you are.

Selectman Guessferd: I'll just check.

Elvis Dhima: Come on.

Selectman Guessferd: Use your skills, man.

Elvis Dhima: I know, right?

Selectman Guessferd: You're a silver-tongued devil.

Elvis Dhima: If it's something minor, I think the biggest thing is the cost of the land. I think if it's any soft cost beyond \$2,500, I'm in a conservation commission approval at that point, so I think we'll go with that.

Selectman Jakoby made a motion, seconded by Selectman Vurgaropulos, to approve the purchase of MAP 159, Lot 28, consisting of approximately 15 acres, for an amount not to exceed \$90,000 and up to \$2,500 for closing fees, utilizing funds from the Conservation Commission Cash Flow Account, 20-3916-2701-000-753, as recommended by the Conservation Commission and the Development Services Director. Further to authorize the Town Administrator to sign all documents necessary to complete the purchase. Motion carried, 5-0.

Selectman Jakoby: I just want to say this is excellent, and I appreciate the Conservation Commission and all your work on making this happen.

Elvis Dhima: I think it was a good deal.

Selectman Jakoby: And the planning board as well.

Elvis Dhima: It was a good deal. I think it was one of those nice beautiful relationships between everybody.

Selectman Jakoby: Oh, it said planning board did a subdivision?

Selectman Guessferd: Oh, did we? Oh, that's right, we did. They brought it to us. Yeah. Okay. It was quick.

Elvis Dhima: It's was nice. It was a good addition. Thank you, guys. Have a great night.

#### **I. Policy Sub-Committee – Administration/Decision**

Chairman Dumont: Next up, we have the Policy Sub-Committee. I will turn it over to Mr. Sorenson.

Roy Sorenson: All right. Thank you, Mr. Chair. So, item 8-I, I believe. Yep. H-I. We're only on I. I feel like we've been here. We should be on like.

Selectman Vurgaropulos: Well, we got the whole alphabet tonight.

Roy Sorenson: But anyways, we have two policies here that we had previously brought to the Board. This will be a second read. I'll walk through them. The first one, and these are in your packet. I will say that the second item, which we're calling policy HCM 001, you have separately because we missed one area on that. And when we get to that, I'll let Director Johnson talk about that. All right. So, we have policy, and then just Roman Noble policy V117L, earn time. This will be the second read. I just want to point out that the committee since looked at this again, and I don't think the Board is going to have any issues with this, but if you go to page three of that policy, the red on the bottom is something that the Board adopted when we discussed it for the first read. The red at the top, which would be the third paragraph down, is language we added because I believe this discussion has come up numerous times regarding the two-week notice for your earn time when an employee either resigns, is terminated, or leaves, or whatever it might be that displaces their employment. So that language you can see in red if you would want to discuss that, we're open to do that. Other than that, I would say myself, Selectman Jacoby, and Selectman Vurgaropulos can address any concerns.

Chairman Dumont: My only question is, and so I get the check is withheld. My initial concern was, well, would there be enough? But I guess if it's for 40 hours, the check would be paid out for 40 hours.

Roy Sorenson: Yeah. So, we looked at that. It should cover the difference. Yep.

Chairman Dumont: All right. Any other questions, comments? Motion?

Selectman Jakoby made a motion seconded by selectman Vurgaropulos, for the Board of Selectmen to hereby adopt policy VII-L, Earned Time, upon the second reading as recommended by the Policy Subcommittee. Motion carried 5-0.

Chairman Dumont: Any discussion?

Selectman Guessferd: Additional comment.

Chairman Dumont: Go ahead.

Selectman Guessferd: Did you want to say something? Or, do you want me to? Today we got an e-mail. I got an e-mail.

Mike Campbell: That's for the next policy.

Selectman Guessferd: Oh, okay. This is for the earned.

Chairman Dumont: This is just earned time.

Selectman Guessferd: Just earned. I thought we were doing both.

Chairman Dumont: No, no.

Selectman Guessferd: I'm good.

Chairman Dumont: I'll let Mr. Sorensen touch on this one as well, and then I'll give it to Selectman.

Roy Sorenson: Second item, this is a new policy. This was brought to your attention previously by Selectman Johnson. Hey, I'm making you a Selectman.

Mike Johnson: I got a new job. Let's go.

Selectman Morin: Yeah, it pays a lot better, too.

Roy Sorenson: Director Johnson at the November 10th, 2025 meeting relates to the underwriting policy and how this will help support the financial aspects of some of the struggles he's having now. As I mentioned, this came separately, so do not look at the one that's in the packet. And I will turn it over to Mr. Johnson for any questions.

Mike Johnson: Perfect. All right. So good evening, everybody. We're back here tonight for the second read of our underwriting policy. As many of you know, this has gone through our Cable Utility Advisory Committee. And Mike Campbell might be a better person to speak on this, but it went to the school district for legal advice and how it pertains just to school district broadcast, not to the broad policy. And then it went to this Board and the policy subcommittee. Some revisions we made at the policy subcommittee level the last time. We changed the timeline. So initially I had proposed January through December. It's now in the fiscal year, so you're going from July to June. If a business, we also added on the underwriting timeline, if a business starts after the start of the fiscal year, we're going to discount that rate. So, it's in writing in that aspect. I'd be happy to take any questions about any of the work we did in developing the policy.

Chairman Dumont: Questions, comments from the Board? Selectman Guessferd did you have something to add?

Selectman Guessferd: On this one? Would you mind if our school board rep had a mention?

Mike Campbell: Yesterday at the Cable Committee we were discussing the additional guidelines. It says sponsorships that promote drugs, gambling, alcohol, tobacco, or firearms are prohibited. There was some discussion about firearms. Director Johnson reached out to the school board, the school district. We mentioned that we wouldn't feel comfortable with firearms being an underwriting of school events. We went out to our legal team. There was discussion about how the uniforms policy doesn't allow certain items in schools. So, we thought we would be uncomfortable with that. We just suggested that underwriting for school-related items, we wouldn't feel comfortable with that. We had a vote. We didn't want to regulate any other underwriting. And I just wanted to make that clear, that we were just saying in school-related items. When you see, like, sporting teams, it's the same policy. So, we just wanted to say that we didn't want to influence any other, like, underwriting.

Selectman Guessferd: But at the same time, I think it was, I think Chair Dionne made the comment that she didn't want also to say that they had requested, you know, this. They had requested that firearms be eliminated. I guess they just want to make sure that they're clear on that. So, and not that it's a problem. But they didn't actually

make a request. They just said they wanted to be consistent with policy, that's all. With school policy, that's all. And she just wanted to make sure that we said something at the meeting tonight to reflect that. That's all.

Chairman Dumont: So, there's no formal position from the school board then?

Selectman Guessferd: No, no formal position, no.

Mike Campbell: For school-related, we took a vote for school-related underwriting. We requested, as with our policy, with other...

Selectman Guessferd: School policies.

Mike Campbell: Yeah, school policies, I guess it would be, that we request to not have firearms. But it's the same as drugs, gambling, alcohol. We wouldn't have advertising, like, graduation's not brought to you by Draft Kings. It's that sort of situation.

Selectman Guessferd: Yeah, I just, it's just a note. It's all it is, it's just a note. All right.

Roy Sorenson: So real quick. The policy states that it's prohibited. Did you, what, are we backing up to the HCTV or Cable Utility Committee meeting?

Mike Johnson: Yeah, so let me back up a little bit further. So, I took this to the Cable Utility Advisory Committee first. Those regulations I took based off of other stations' underwriting policies just around the country. The firearms was the big topic of contention from our board. At that meeting, it was decided upon that we would reach out to the school district and the school board for their opinion, and we would essentially go with that. Now, the rationale behind keeping it as the overall policy, that's something that would be on our end, not the school district or the school board. And I do want to thank the school board for their work on this with us. It can be tough where theoretically you could have this, but then a lot of our broadcasting is school district broadcasting. So, I think it makes sense to keep it under that blanket still. That being said, it is something we could potentially revisit when we do look at this again for another read with the board.

Roy Sorenson: So, the policy states right now that it is prohibited.

Mike Johnson: Yes.

Roy Sorenson: That's what the Board's looking at tonight, notwithstanding what the school said or did.

Selectman Guessferd: Right, notwithstanding that, yeah. It wasn't their request to put it in. It was already in.

Chairman Dumont: So, I'm going to go back to raising hands, Selectman Vurgaropoulos, Selectman Jakoby, and then Selectman Guessferd if he has anything else to add.

Selectman Vurgaropoulos: Yeah, I just want to say thank you for the follow-up on that because I was at that meeting with Mike, and it was a topic of discussion. I would have liked to have seen it changed a little bit to accommodate that. Like I said, it's going to be fractional because the big portion of it is school. But maybe next time we revisit it.

Selectman Jakoby: I commend you on making the statement so that it is easier for you to manage, so that this is consistent with the school, so that anything that's being underwritten can fulfill both sides. So, I think for a starting of a program, this makes sense to keep it consistent and to have it be more simple in its implementation. And it can always be revisited.

Mike Johnson: I think that's the main thing with the underwriting policy. It's going to be a living, breathing thing as the years go on with us. So, we'll keep developing it. Like I said, I really appreciated the input from the Cable Utility Advisory Committee, the school board, and everyone who was involved, policy subcommittee.

Chairman Dumont: So, I guess I'm going to be the one to throw a wrench at it. I don't have a problem with – Granite State Gun Range, we'll use them as an example, because the first one that comes to mind is a local business in the town of Hudson. I don't see why they should be prohibited from being able to advertise. An advertisement is not conducive of condoning any type of specific behavior whatsoever. And I don't think that we can hide things from people and just pretend like they're not there. That's my first takeoff. The other ones, I

mean, obviously, especially drugs and tobacco, that's been prohibited for advertising for obviously a significant amount of time.

Selectman Vurgaropulos: Thank you, Chairman. I don't disagree with you. I agree with, like, you can put whatever you want in the dark, but it's still going to be there. But I don't disagree with, okay, this is a good starting point. I would definitely like to revisit that. I wanted to make one correction. We have to be careful when we talk about this policy. It's not advertisement. There's no legal advertisement on HGTV.

Chairman Dumont: It's underwriting. It's underwriting. Which actually kind of makes me feel even stronger about what I said.

Selectman Jakoby: I'm just going to make one other comment. I think as we're better able to define your programming and what opportunities you would have that aren't school-related, because it's a big number of views that you're committing to, and if the school can't be one of those views, then you still have to fulfill that number. And I'm not sure how, if that's, you have the ability to do that currently. So that was my other reason for thinking this is a good starting point. Because if you can't do it for the school, then where would all those things go? Well, it would underwrite our meetings.

Chairman Dumont: Yeah, I would think so. Ultimately, obviously, HGTV's policy is within the Board of Selectmen's purview.

Selectman Jakoby: So, we could change it now.

Chairman Dumont: Yeah, let's start with this. It's late enough. What else?

Selectman Vurgaropulos: Just got one comment. Mike, what I would do as we kick this off, we're talking about do it a different way you could do it. Maybe this, beginning of this policy, you keep a separate documentation of the viewership and the type of media. Because you've got to think about it, when we're talking about the last hike, why can't you say thank you? It's outdoorsy, it's in that same vein. You know what I mean? But maybe grabbing those data points, so that when we bring it back next year, we can really look at it, and see what your opportunities were. And the opportunity will still be there, but maybe if we rewrite it, or we do the tiers, or something like that, you can define what they're going to be getting a little more better.

Mike Johnson: Absolutely, absolutely. And a lot of, you know, obviously this is kind of geared towards live events. We do a lot of stuff that we record that gets a lot of views, like our news program, Hudson Happenings. That's content that gets a lot of engagement. So that will all be included in this, absolutely.

Chairman Dumont: Anything that I'll add to that is obviously underwriting. I would just, anybody, including the school board, I would think that, just to take it into consideration, that it might be wise to advocate for education under businesses that promote safety, rather than ignore it.

Selectman Jakoby: Right.

Chairman Dumont: But, with that, I will end my rant. Motions, comments, questions?

Selectman Vurgaropulos made a motion, seconded by Selectman Jakoby, that the Board of Selection hereby adopts Policy HCM-001, Community Media Underwriting Policy, upon this second reading, as recommended by the Policy Sub-Committee. Motion carried, 5-0.

Chairman Dumont: All right. Thank you, everyone, very much.

Roy Sorenson: Thanks, Mike.

#### **J. Warrant Article Speaker Designation – Administration/Discussion**

Chairman Dumont: All right. Next up, we have Warrant Article Speaker Designation. All right. Turn it over to Mr. Sorenson.

Roy Sorenson: Thank you, Mr. Chair. Item 8J, you'll see it in your packet. Myself and the Chair met, which is typical of what you've done every year, and kind of assigned, I guess, the warrant articles. They're open for discussion.



You'll see on the left-hand side, the green check means that the Budget Committee voted in favor. The red X means they did not. As I mentioned, you see the names in the place per the warrant articles. And with that, I'll turn it over to the Board for discussion.

Chairman Dumont: So quickly, there was an odd number here, and I felt as though it was best to obviously try to make sure that they were evened out as much as possible. I believe it looks like everybody is ending up with three. I will say the reason why you see myself only on two of them is I took myself off of one of the police hires, which I voted in opposition. And I'm trying to find that one.

Roy Sorenson: Yeah, the prosecutor. Number five.

Chairman Dumont: Yeah, number five. And I put in Selectman Vurgaropoulos, who voted in the affirmative. I just thought it would look better in the public eye to have somebody present that, that voted in favor of it.

Selectman Vurgaropoulos: So, this is the presentation at the deliberative session, correct? Yeah, so what you'll do is step up, read it out, and then correct.

Chairman Dumont: Correct. We'll have the warrant articles typed out for you, as we've done in the past. You'll get a little packet, and you'll get up as the number is called and introduce it to the public.

Selectman Vurgaropoulos: All right.

Selectman Guessferd: Yeah, it's pretty ...

Selectman Vurgaropoulos: I just haven't done it. I just want to make sure.

Selectman Guessferd: Yeah, yeah, it's pretty straightforward.

Selectman Vurgaropoulos: Get up, read the article, sit back down.

Selectman Guessferd: Then you'll get attacked.

Selectman Vurgaropoulos: If they have questions, sit back up.

Chairman Dumont: Yeah, yeah, I mean, most likely questions will be answered by department heads. If you have insight to that, obviously, you're more than welcome to speak to it.

Selectman Vurgaropoulos: So, it's pretty much just reading the article.

Chairman Dumont: Yeah, for the most part. I mean, you can speak to the conversations we had, information.

Roy Sorenson: So, one of the things we'll do, too, is what we did similarly with the Budget Committee, is we'll have the actual warrant article language, and we'll have the background. And we'll put that up as well. That should hit on everything. But then, yeah, I think, as the Chair mentioned, if it's a technical ask of whatever the project might be, that would be the department heads the best answer to that.

Chairman Dumont: Is everybody good? All right, I don't think we need a motion for that one. We'll just move on.

#### **K. Designation of Selectman to Post Town Warrant – Administration/Decision**

Chairman Dumont: Next up will be the designation of Selectman to post a town warrant. I will turn it over to Mr. Sorenson. But really quickly, I did hear somebody already volunteer for that earlier.

Selectman Jakoby: Yeah, I was just going to make a motion.

Chairman Dumont: Speed it right up. Go ahead.

Selectman Jakoby made a motion, seconded by Selectman Vurgaropoulos, to designate Selectman Guessferd to post the Fiscal Year 2027 Town Warrant and budget on or before Monday, January 26, 2026. Motion carried, 5-0.

**L. Petition Warrant Article: Planning Board – Elected to Appointed – Administration/Decision**

Chairman Dumont: All right, next up we have our petition warrant article from the planning board. Moving the petition moves it from an elected to an appointed position. And I will turn it over to Mr. Sorenson.

Roy Sorenson: So, this is a, we've received, I believe, four petition warrant articles. This is one of them. And this is to move that the members of the planning board to be appointed versus elected as they currently are now. There's two motions in here for the Board to vote on, whether you're in favor or not in favor. And, again, I will leave it to the Board for discussion.

Selectman Vurgaropulos: Okay, I'm not in favor of this. Basically, I feel like this is, I have a lot of opinions about it, but I'm just going to keep it simple. I feel like this is taking away the rights of the residents to vote for who they want in office. That's my simple answer.

Selectman Guessferd: There's positives and negatives to this, right? On one hand, yeah, you're giving the citizens the right. On the other hand, I think the argument that's been made before, I think, was it three years ago we changed it over? Something like that, three or four years ago?

Selectman Jakoby: It passed.

Selectman Guessferd: And it passed. The idea before was this takes a certain skill set. And that's one thing, right? So that would give us some ability to put people in place that have that certain skill set. On the other side, on that side as well, is that you could also say actually the opposite argument would be, well, we don't want to be stacking the board, right? Appointing people depending upon where a board is. And there's all kinds of arguments, positive and negative. Quite frankly, I'm kind of on the fence on this one. I'd like to see the citizens decide in the end. I was thinking maybe being on the board, being the board rep myself, maybe to abstain, but I'll probably take a stand one way or the other. There's arguments on both sides of this that are worthy to think about. There's good points on both sides.

Selectman Jakoby: So, this is going forward no matter what because it's a warrant article.

Selectman Guessferd: Right.

Selectman Jakoby: So, it's just a matter of whether the words say we support it.

Chairman Dumont: Right.

Selectman Jakoby: It's going to be a split vote probably.

Chairman Dumont: It'll be a recommendation or it's not a recommendation.

Selectman Jakoby: Okay. We don't usually do it one way or the other. Okay. Just checking because it's really just semantics on what's going to show up on the ballot.

Chairman Dumont: There is a bill this year that will actually change that way. It will give both options. It won't just list you on either side, but that's not enacted yet.

Selectman Jakoby: Oh, that's cool.

Chairman Dumont: Yeah.

Selectman Jakoby: I like that better.

Chairman Dumont: There's also a bill that removes the recommendation.

Selectman Vurgaropulos: I was going to say there's a whole other bill.

Chairman Dumont: That's a whole other question.

Selectman Jakoby: Either of those would be helpful. So, it's really a question of whether I would want to do the motion to not recommend, but if the majority are recommending, I'd just rather know if it's 3-2 or whatever that we do it based on that personally.



Chairman Dumont: Yeah. I'll just give my quick two cents, which is I was opposed in the beginning. I came on the planning board 10 years ago as an appointed member. I also was the first elected member of the planning board. I've run through both processes. I just firmly believe that I'm not a fan of land-use boards, quasi-judicial boards being elected at this level. The reason why is not necessarily the voters, it's the politicizing that happens around it. I think that you need a very level-headed, unbiased mindset that is tied to the regulations, not necessarily to some speech that you've given. While everybody is more than welcome to say their piece, those boards in particular have a hard time. You look at the Board of Selectmen, people are looking specifically for our opinion. It's just a different animal in my view.

Selectman Jakoby: My opinion is that it should be an elected position. I was fully part of the petition warrant that originally changed it, so my position is there. I don't need to explain it. Like I said, if we're three to recommend and two not to, that's why I don't want to make the motion to not recommend.

Chairman Dumont: I would suggest make a motion. We'll know a lot quicker.

Selectman Jakoby: All right. I'll make a motion. I'll make a motion. I'll make a motion to not recommend the petition warrant article to adopt the provision of RSA 4014-B to delegate the determination of the... No, that's the wrong one. I have the wrong one. I'm going to read it again.

Selectman Guessferd: That's all right.

Selectman Jakoby made a motion, seconded by Selectman Vurgaropoulos, to not recommend the petition warrant article to see if the town will vote to amend the method of selection for Planning Board members by changing Planning Board positions from elected to appointed. Motion failed, 2-3. Dumont, Guessferd and Morin opposed.

Chairman Dumont: So, the motion fails. The prevailing motion now, someone would need that to read that into the record. It's how I would do it. I guess you could interpret that as it just automatically goes to recommended, but I think it would be more appropriate to do a motion.

Selectman Jakoby: You have to do a motion.

Chairman Dumont: I've seen votes go both ways, but I agree with that stance.

Selectman Jakoby: I would prefer it.

Chairman Dumont: So, that motion failed. Do we have a motion to recommend on the floor? The motion would be to recommend the petition warrant article to see if the town will vote to amend the methods of selection for planning board members by changing planning board positions from elected to appointed.

Selectman Morin made a motion, seconded by Chairman Dumont, for the Board of Selectmen to recommend the petition warrant article to see if the Town Will vote to amend the method of selection for Planning Board members by changing Planning Board positions from elected to appointed. Motion carried, 3-2. Jakoby and Vurgaropoulos opposed.

Chairman Dumont: All right, moving on.

#### **M. Petition Warrant Article: Default Budget – Budget Committee Delegation – Administration/Decision**

Roy Sorenson: Okay, next is a citizen's petition regarding the default budget, and this is to delegate the determination of the default budget to the Municipal Budget Committee, and this would be adopted under RSA, actually, I'm sorry, RSA 40-14B.

Chairman Dumont: All right, I'll speak. I think the process that we have now is working. I understand the aggravation behind taxes. Like anybody, we all live here, we all feel it, but I think that the Budget Committee in control of both of these articles can possibly be a little self-serving. All right, that was my two cents.

Selectman Jakoby: I want to say that I support this going to the citizens because I believe that whether the Budget Committee does it or we do it, it should still be the same number, so I would like to know what the citizens decide, so I would be in support of this going forward.

Selectman Morin made a motion, seconded by Selectman Guessferd, to not recommend the petition warrant article to adopt the provisions of RSA 40:14-b to delegate the determination of the Default Budget to the Municipal Budget committee which has been adopted under RSA 32:14. Motion carried, 3-2. Jakoby and Vurgaropulos opposed.

Motion to not recommend the petition warrant article to adopt provisions of RSA 40-14B to delegate the determination of the default budget to the Municipal Budget Committee, which has been adopted under RSA 32-14.

Chairman Dumont: And point of clarification, correct me if I'm wrong, but this is obviously only pertaining to the town side. The school board will be taking up theirs as well?

Mike Campbell: The school board has already voted on it.

**N. Petition Warrant Article: Supervisors of the Checklist – Term Length Change –**  
*Administration/Decision*

Roy Sorenson: So, item 8N, this is a petition warrant article, Supervisors of the Checklist to change their term length. Currently it is six years. This would be to move it to three years, and I've had discussions with the Supervisors of the Checklist who are doing a great job. I think obviously six years is daunting to anyone that wants to sign up for anything, so I think this will actually help. We don't have an issue now. We actually have a great group that's there, but perhaps into the future as well.

Chairman Dumont: I agree, and as you all remember, they gave a position on that, and I couldn't agree more. Mr. Campbell, did you have something to add?

Mike Campbell: Yeah, I was just wondering, all the positions I know of are mostly three years, right? Is this the only one that's...

Chairman Dumont: Yeah, so state legislation actually had it pegged out for six years, and there was an amendment to that legislation either last year or the year prior that allowed for this to change to the three year, and the argument at the state house was made almost identical, was that it's hard to find volunteers now, let alone tell someone they have to commit for six years.

Mike Campbell: Everything else in the town seems like three.

Chairman Dumont: Yeah, I think that three is definitely more appropriate.

Mike Campbell: Sorry, that's what I would have just asked in two weeks on Saturday.

Selectman Guessferd: There you go. Saves a question.

Roy Sorenson: So, this came in late, so it's 8N. And if one of the Board members wants to entertain the motion, it's going to be, if you go to page two, you'll see it in the blue box. That's where you'll find the motion.

Selectman Vurgaropulos: I think my ears were hearing something different while I was looking for something, and I was like, what am I looking for?

Chairman Dumont: Why don't you, you want to read that motion into the record, Mr. Sorenson?

Roy Sorenson: Yeah, so this would be, this is Petition Warren article to, for a new term length to Supervisors of the Checklist, to adopt a three-year term for supervisors of the checklist, electing one each year over a three-year cycle.

Selectman Jakoby made a motion, seconded by Selectman Morin, for a new term length to Supervisors of the Checklist, to adopt a three-year term for Supervisors of the Checklist, electing one each year over a three-year cycle. Motion carried, 5-0.

**O. Petition Warrant Article: Protecting the Taxpayer – Administration/Decision**

Chairman Dumont: All right, next up is the petition warrant article Protecting the Taxpayer, Mr. Sorenson.

Roy Sorenson: 80, Protecting the Taxpayer. The motion would read as follows. And, I'm sorry, do we call on the New Hampshire Legislature to protect local taxpayers by ensuring adequate state revenues for essential services and by avoiding policies that shift costs onto local property taxpayers? You can kind of see there's an explanation underneath that would probably offer you more guidance than I could on this one. And I'll turn it over to the Board.

Chairman Dumont: Basically, this is a resolution of the Board. I'm calling on the Board of Selectman to offer a resolution, which is just a formal statement, kind of similar to what we did earlier on different legislation, affirming a position. That's all it does.

Selectman Jakoby: So, it moves it forward, and then if it passes, we make a statement? Is it advisory?

Chairman Dumont: It's just advisory, right? That's all it is. It's advisory.

Selectman Jakoby: Yeah, okay.

Chairman Dumont: It's asking us to make a formal statement of, in their opinion, ensuring adequate state revenues for essential services by avoiding policies that shift costs onto local taxpayers. Where's the will of the Board? Motions, comments, questions?

Selectman Guessferd: I don't know what to think.

Selectman Jakoby: Everybody's still looking at it.

Selectman Guessferd: So, reading it and digesting it. I read it earlier, and I, yeah.

Selectman Jakoby: I think that's what I ask my elected officials to do regularly.

Chairman Dumont: I would agree, yeah.

Selectman Jakoby: So, I don't have any issue with it.

Chairman Dumont: Yeah, I don't. It's very broad in the fact that, yeah, I would agree. I don't think anybody wants costs shifted down onto their tax.

[Selectman Jakoby made a motion, seconded by Selectman Vurgaropoulos, to recommend the petition warrant article titled Protecting the Taxpayer. Motion carried, 5-0.](#)

Roy Sorenson: Place as many calls as you can to your state reps and let them know how you feel.

Selectman Vurgaropoulos: Dillon, I'm calling you later.

Chairman Dumont: Feel free. Anytime you want.

Selectman Guessferd: Send them an email.

**P. Petition Warrant Article Placeholder – Administrator/Decision**

Chairman Dumont: All right, so we had a placeholder. I don't believe we needed it. So, with that, we are moving on to selecting liaison reports, and I will turn it over to Selectman Vurgaropoulos.

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

Selectman Vurgaropoulos: I don't got much. You know, we've been real busy trying to wrap up this budget stuff, so that's still in motion. Hopefully we get a good budget out of this and the voters approve it. Working with from the Cable Committee, we've been working with HGTV, Mike Johnson, to sort of find the policy that we just did tonight, and that's pretty much all I got going on.

Selectman Morin: ConCom met last night. It's their first meeting of the year. Basically, they spent almost all the meeting putting together a work plan for the year, what they were going to do with all the conservation areas in town. The second thing I got, do we have a status of the furnace over there at Hills Library? Because the school board had to meet in their building, and I noticed the library committee doesn't meet in their own building anymore.

Roy Sorenson: Yep, so I can answer that question. So, it wasn't necessarily the furnaces. It was the oil tank. The oil fill is on the outside, as you know. Unfortunately, the fill cap was destroyed, and that was earlier in the year. Subsequent to that, the oil company, I won't mention who they are, did not refill the oil tank, so therefore the sludge at the bottom of the tank was brought into the furnace, hence rendering the furnace useless, no heat. We've since done some work. I've worked with the library on this to, A, identify to make sure, well, number one, we're going to change the oil provider. That's number one. Number two, DPW secured the area so that doesn't happen again. And number three, I believe the heat should be back on. One of the things we did have to look at, though, was do a tank inspection as well because no one's going to come out. A new provider will not come out unless it's passed, and then we'll have a better solution in the spring to make sure that the plows don't get it again. So, I believe the heat's back on, but I'm pretty confident that it is at this point.

Selectman Jakoby: I just wanted to let everyone know that this is the 100th anniversary year for Benson Park being open. They're using the year of 1926 as its beginning, so you'll hear much more about a number of events from the Benson Park Committee as well as the Friends of Benson Park. So, there'll be celebrations and things. Sustainability Committee did do their Christmas Lake collection, and I know that at our next meeting we should have the charter to be reviewed from sustainability. I also just wanted to comment. As many people know, I was the original sponsor of the warrant article requesting public input at all meetings. I do want to thank the planning board for allowing public input for three months. I was just very disappointed that they decided not to continue with public input at the planning board. I wanted to let the public know that if you have public input for the planning board that you're not able to give there, as I did previously, you can always come here as there is a liaison present here to hear your comments. So, I just want to circle that around. So, thank you.

Selectman Guessferd: Yeah, the planning board is actually going to be meeting tomorrow night. I do hope the heat is on over because I think we're actually going to be meeting in a larger room. You're over there tomorrow? I believe so. Check the website, but we have three cases tomorrow night, and all of them are relatively, you know, there's public interest from butters and folks. So, we expect to have a little larger crowd. We want to make sure we don't exceed room standards, so we will be doing that tomorrow night. One thing I do want to make clear, I made the same comment last week at the planning board meeting. I think we need to clarify public input is part of the planning board. It's not general public input, but it's public input on each application is encouraged and allowed. So, I just want to make sure that that's very clear.

Selectman Jakoby: Can you just clarify? It's a public hearing on each plan.

Selectman Guessferd: And it's input.

Selectman Jakoby: Yes, but it's a public hearing versus general public input.

Selectman Guessferd: Right.

Selectman Jakoby: I just want people to know that it is a public hearing.

Selectman Guessferd: Right, but I also want them to understand that when somebody says public input isn't allowed, that's not the case. It's a public hearing, yes.

Chairman Dumont: We're not doing a back-and-forth Selectman Guessferd, this is your time.

Selectman Guessferd: I just wanted to make that comment. So, it's out there as well as your comments, Selectman Jakoby. Rec department, there's a couple things on the rec. So there's a new basketball league for 19 to 30-year-olds because we have the senior league and we have the kids leagues. So, they decided to fill in the gap. It's the first year. It was such popular registration and it filled up in 48 hours. The season's going to begin in February, so stay tuned for that. Comedy show, we now have another comedy show scheduled for the 21st of February. So, get your tickets because they go fast. And the only other thing, library, really wasn't much. At the

December meeting, they held their holiday gatherings and thanked the employees. It was nice to actually stop by there. It was a nice little get-together there. There really hasn't been anything more. I know we are going to engage in more discussions on the library, on the Hills building. And beyond that, I think that's about all I got. Thank you very much.

Chairman Dumont: Mine's relatively simple outside of normal day-to-day stuff here with Mr. Sorensen. I was attending the ZBA training that was offered from New Hampshire Municipal Association at last Thursday's meeting. It's extremely informative. It was recorded, I would ask people who are not familiar with the process to take a look at it. Potential newcomers, if anybody's interested in volunteering, also worthwhile training session. And a good, healthy amount of information on RSA, the Right-to-Know law, 91A, which covers pretty much just every board, not only the zoning. Very informative. Very happy that they offered their time to come here. And we get that as being part of the New Hampshire Municipal Association. So, I just wanted to put that out there. That's all that I have. I'll turn it over to Mr. Sorensen.

#### **10. REMARKS BY TOWN ADMINISTRATOR**

Roy Sorenson: What item are we on?

Chairman Dumont: Remember the furnace?

Roy Sorenson: Getting late. Well, speaking of – well, I can't say. But Santa did a really good job this Christmas and holiday season. I thought – I think in general, everything this town does for the standpoint to support the community during the holiday season is fantastic, particularly around the Christmas season. Here's myself. Here's Roger telling me how much he misses Steve. And we had a good day there. And I did not know this, but apparently Chief Cahill has a fan club over at the Senior Center. Director Twardosky will be in for the next meeting. I'm going to have him come in and do a winter operations update, as I think everybody here knows. Not surprised. It's been a busy winter season, a lot of pesky storms, long-duration storms, ice storms, which seems to be the trend these days. So, I asked him to put together a presentation. He'll be in here in two weeks. The fire department, the work over at Central Fire is well underway. You can see the new floor drains are in place. They still have to seal the floors with epoxy sealant. They're going to wait, obviously, for the weather on that. And then you can see some of the HVAC work that's done. This is still ongoing. It's not complete yet, but talking to Deputy Chief Paquette, to date the work has been done professionally, and they're happy with what they've seen so far. Speaking of Director Johnson, who was here earlier tonight, we talked about this at the last meeting. This is a recognition for his group for several awards that they won at the Alliance for Community Media Northeast Northeaster Awards. You can kind of see they had two first-place awards, two third-place awards, and obviously they did some of this with the Historical Society as well and the Alvern JROTC program as well. So, congrats to them. They still received some awards, despite the fact that the Development Services Director was in one of those, and they were still able to secure that. So good for them. This was interesting. We got a call regarding the Boston Post Cane, and we chatted with Laurie Saad. You can see her standing next to the chairman here. She mentioned that her dad was turning 100 and was asking about that, and while he didn't qualify necessarily for that, we said, hey, this is a special occasion. Why don't you bring him in, and we'll certainly honor him because anyone that gets to 100 that's a local resident, that's certainly something that should be recognized. So, we had him in, and here he is here. This is Ferris. He was a funny guy, great guy. I mean, if you talked to him, you wouldn't think he was 100 by any means. So good for him, and as I mentioned, we did read a proclamation, and it was kind of quite an event. Very colorful person.

Selectman Guessferd: Did he tell you the secret to his longevity.

Roy Sorenson: You know what? I'll let the Chairman answer that if he wants to, but we'll just leave it at that. Just an update. I brought this back before. So, the annual report, some of the things we're doing, they're in the process. Again, we're trying to trim it down a little bit. So, anything that we take out that's not in there, as an example, deliberative minutes, we'll push those back up to the website. We'll put something in the report like a QR code that you can grab there. That's going to help us save paper. It's going to help us trim down the report and make it more efficient, I would say, in how it reads. I want to thank the Blue Ribbon Committee for what they did. They did finish that process and helped out with developing what I'm going to call the first version. I think we take this a step further next year, but given the timeline, we're in pretty good shape. The financial software, as you know, we had it in. I pushed through the Budget Committee to pull it out. I think what we're going to need

to do here is set up a working group. I'll come back to the Board with ideas on that, maybe a select Board member, it may be a Budget Committee member, staff members, because we're going to have to go out for an RFP/Q, which means we're going to be interviewing companies and at that point get some solid pricing in. As I mentioned, the \$175 was due south of what this is probably going to cost. So I want to make sure we're all on the same page. If we bring something of high value to a warrant article at this time next year. Website is proposed to go live in February. They're pushing everything over, and we're hoping to have that going. I think it's going to be more towards the end of February, but the new platform will be up, and at that point, we'll be able to actually push some other things there and kind of rebuild it the way we want. The intent here is that the new website's, again, more efficient, better, user-friendly, and not as clunky as what we have now. Insurance. This is interesting, and I don't know, Mr. Campbell, if you want to speak to this or if you've heard anything about this, but we met with the schools earlier this year. We talked about health insurance, right? We're in HealthTrust. The schools are in School Care. And potentially going out again to receive bids. Can we save money on our health insurance and how that might work? I think the schools are going to take that approach too. I'm not going to put you on the spot if you don't want to answer to it. I did talk to Dr. Moulis and the business administrator, Jenny Graves, on this. I think if they're interested in doing this, we may combine forces, and this is unofficial at this time, and see what we can come up with. Again, this would be another RFP process, so stay tuned on that.

Mike Campbell: I can chime in just a little bit. We've received a lot of comments about health insurance. I'm sure everybody knows health insurance costs. School Care hit us with a bill. I thought we have made it clear, the board has made it clear, but I guess we haven't. I want the public to know we are searching for other options. It's just we can't switch in this budget. I wish we could, but it takes longer than that, and I'm sure Mr. Sorensen has said that. We love the conversations, from what I've heard from Dr. Moulis and Ms. Graves, that love the conversations with you guys.

Roy Sorensen: I think we're going to reconvene after the deliberative, that group, myself, Laurie May, Jenny Graves, and Dr. Moulis, and talk about the best approach here. Come back to this Board, it would also go back to the school board. If we partner in with this, we mutually agree to go out there, and then we would start an RFP process and see what might come in.

Mike Campbell: Even if we don't partner together, we're going to be hearing from other vendors.

Roy Sorensen: Exactly. We're going to get some information. Deferred compensation, as you know, the state came in previously. We also heard from another group, which is the Professional Firefighter, Police Officer, and Public Employee Tax Deferral Retirement Plan. We're waiting on a little bit more information from them, and then that working group will come back to the board. I think at that point, it's just an administrative decision for the board. Deferred compensation is voluntary. The town does not pay into it. All we do is administer it. Whatever is going to work best for the employees, they're going to get the best return on their dollar pre-tax, obviously, to take advantage of it. We have employees on this committee as well, as I mentioned. We have Matt Flint from PD, and we actually added Corey Girard from FIRE as well to participate in this. We'll have something within the next two to three meetings on that as well. One more item. We are closed next Monday, Martin Luther King Day. If everyone's aware of that. With that, I think that's all I got.

Chairman Dumont: Thank you very much. I will turn it over to our school board liaison, Mr. Campbell.

#### **11. REMARKS BY SCHOOL BOARD**

Mike Campbell: I had three pages, but I guess I'm probably going to be cut for time. I'm not quite there. No, I'm kidding. Again, like Mr. Sorensen just said, Monday is off for the school, so I hope everyone has a good three-day weekend. Tomorrow is 8th grade information night at Alvirne High School. It starts at 5.30 p.m., so if you have an incoming freshman, current 8th graders, come and learn about scheduling and programming. I believe there's also something at 7.30 for sophomores and current freshmen, sophomores and juniors. This is a couple weeks away, but I hope everyone marks your calendar for January 28th. That's our Alvirne CTE Open House. It's an annual event that, honestly, it gets packed. The parking lot is packed. I feel like if anyone here has been there, it's a very popular event. You can explore the CTE. We'll have CTE ambassadors giving tours. All the teachers will



be there to answer any questions. I saw on the flyer there are door prizes this year, so I hope everyone comes out, and that will be all for me. Thank you very much.

Chairman Dumont: All right, that ends our...

Selectman Jakoby: Could you just mention the deliberative dates just for the public?

Chairman Dumont: The town deliberative is the 20...

Roy Sorenson: 31st.

Chairman Dumont: 31st, I apologize. Saturday the 31st, and the schools is the following Saturday.

Roy Sorenson: All at the community center at 9 a.m. start.

Selectman Jakoby: Just letting everybody know.

Chairman Dumont: All righty, so with that, that wraps up our reports. We're going to move on to motions that were made during the nonpublic session, and I will turn it over to Mr. Sorensen to start with number two.

## **12. MOTIONS MADE IN NONPUBLIC**

Selectman Morin made a motion, seconded by Selectman Guessferd, to accept the resignation of firefighter paramedic Gerald Boudeau, effective 0800 January 22, 2026. Motion carried, 5-0.

Selectman Vurgaropulos made a motion, seconded by Selectman Jakoby, to terminate the employment of Trinity Santana from the position of HCTV videographer, effective January 13, 2026, as recommended by the Director of Community Media. Motion carried, 5-0.

Selectman Jakoby made a motion, seconded by Selectman Vurgaropulos, to terminate the employment of Daniel Thiebaud as the town accountant, effective January 13, 2026, as recommended by the Town Administrator. Motion carried 5-0.

Selectman Jakoby made a motion, seconded by selectman Guessferd, to appoint James T. Lockwood to the position of Town Accountant, with effective date and terms of salary to be negotiated by the Town Administrator, as advised by the Board of Selectmen, and through the signatory of the Chairman of the Board of Selectmen, provided all pre-employment screening checks are satisfactory. Motion carried, 5-0.

## **13. ADJOURNMENT**

Selectman Morin made a motion, seconded by Selectman Guessferd, to adjourn at 10:47 p.m. Motion carried, 5-0.

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

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Dillon Dumont, Chairman

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Bob Guessferd, Vice-Chairman

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Xen Vurgaropulos, Selectman

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Heidi Jakoby, Selectman

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Dave Morin, Selectman




## TOWN OF HUDSON

### Assessing Department

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

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

From: Jim Michaud, Chief Assessor 

Date: January 13, 2026

Re: 2027 Statistical Revaluation Bid Award

***Recommended Motion: To award the 2027 Full Statistical Revaluation bid to VGSI, Inc. (VISION) at a contract price not to exceed \$205,000, as recommended by the Chief Assessor.***

#### **Background:**

The Town is required by statutory law as well as by the NH Constitution, to conduct a Town-wide reassessment no later than the 2027 property tax year. In accordance with Town policy, the Town issued a Request for proposal (RFP) to solicit bidders to bid on the 2027 Full Statistical Revaluation RFP.

The RFP was advertised on the Town website, in the Union Leader, on the NHMA website, and was directly sent to six vendors.

On December 17, 2025, the Town received bids from Precision Consulting Firm LLC and VGSI (VISION). The bid packages were reviewed and evaluated by the Assessing Department/Chief Assessor. The bid packages are available in the Town Administrator's/BOS office.

Precision Consulting Firm LLC's submission was deemed incomplete, as it did not include the following required criteria;

- a. References. The Company did not submit ANY list of references in regards to a complete client list of municipalities in New Hampshire to which it has rendered services during the last (5) years. Nor did the company submit that at least (3) such projects were performed for a municipality whose parcel/account list is comparable to or larger than the Town of Hudson.

RECEIVED  
JAN 13, 2026  
BOS AGENDA



In fact, this company stated in their bid that the ”.. have not yet performed revaluation work in New Hampshire or New England...”

- b. Assigned Personnel. The Company, while it submitted the written qualifications of all personnel assigned and identifying the project lead to this project in the form of a resume, NONE of the personnel assigned are appraisers nor are ANY licensed by the State of NH Office of Professional Licensure and Certification (OPLC) to conduct revaluation work.

VGSI (VISION) submitted all required documentation, they have an extensive record of conducting revaluations throughout New England, and New Hampshire, and they conducted the very successful 2022 property tax year revaluation in Hudson.

The contract, not to exceed \$205,000, will be reviewed by Legal Counsel, reviewed by the Chief Assessor, who will sign on the BOS’s behalf, reviewed as required by the State of NH – Department of Revenue Administration, and said executed contract to be submitted to BOS/Administration subsequent.

**Funding:**

Property Revaluation Capital Reserve Fund. Balance as of 11/30/25 was \$235,754.58.



**TOWN OF HUDSON****Assessing Department**

12 School Street

Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor

jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

**PUBLIC NOTICE**  
**Solar Exemption Ordinance Re-adoption**

In accordance with Town Meeting vote on 3/12/94, the Board of Selectmen shall hold a public hearing on January 27, 2026 at 7:00 PM in the Selectmen's Meeting Room at Town Hall, 12 School Street, Hudson, New Hampshire. This is to receive comment from the public in the consideration of re-adopting the Solar Exemption Ordinance as per below.

**Ordinance No. 16-01                      2-10-2026****Chapter 306, Article XI**

In accordance with RSA § 41:14-b, the Hudson Board of Selectmen re-adopt the provisions of RSA 72:61-64 inclusively, which provide for an optional property tax exemption from the property's assessed value, for property tax purposes, for persons owning real property, which is equipped with solar energy systems intended for use at the immediate site. Such property tax exemption shall be in the amount not to exceed \$20,000, based on the increase in the assessed value of the applicant's real estate attributable to the value of qualifying solar energy system equipment under these statutes.

***Recommended Motion: "The Board of Selectmen hereby Readopt the Solar Exemption Ordinance 16-01, through Chapter 306, Article XI, as presented and duly publicly noticed."***

**RECEIVED**  
**JANUARY 21, 2026**  
**BOS AGENDA**




## TOWN OF HUDSON

### Assessing Department

12 School Street  
Hudson, New Hampshire 03051

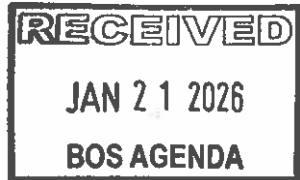
James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481

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

From: Jim Michaud, Chief Assessor 

Date: January 27, 2026

Re: 2027 Target Flow Center Appraisal Contract



***Recommended Motion: To award the 2027-2031 Target Flow Center (TFC) Appraisal Contract to George E. Sansoucy PE, LLC at a contract price of \$10,000 for the April 1, 2027 valuation date, as recommended by the Chief Assessor. The contract contains optional extensions for valuations at the April 1, 2028 tax year date as well as the April 1, 2029 tax year date.***

#### **Background:**

The Assessing Department is pleased to recommend contracting with George E. Sansoucy, P.E., LLC to provide valuation appraisal services for the 2027 assessment of the Target Flow Center – Tax Map 239 Lot 1, at a cost of \$10,000. The attached contract represents a single-year commitment, at \$10,000 for the 2027 tax year, with an Option to approve the same amount and same terms, at a future date, for the April 1, 2028 property tax year, as well as a further extension option for a full USPAP appraisal for the expected construction completion date of April 1, 2029. This firm had been contracted for the April 1, 2025 appraisal on the property, as well as the pending completion of an appraisal contract that has been signed by the BOS for the April 1, 2026 assessment date. This contract has been reviewed by legal counsel and no issues with the contract were identified.

The valuation of this property for April 1, 2027 is accounted for in the Property Revaluation Capital Reserve, the BOS-approved plan all along has been to continue to hire an external contractor for this very significant property. The funding sources cited also include an option to use end of FY26 lapsed funds to supplement any monies that may be needed to be extracted from the Property Valuation Capital Reserve Account.

The contractor, George E. Sansoucy, P.E., LLC has been conducting public utility property valuations for the Town since 1992. We have substantially won every public utility value property tax case in that time period since.

This contract represents a “sole-source” bid, in other words, the department has not gone the RFP route and solicited 3 or more bids for these valuation tasks. We have not done so for the following reasons:

- (1) The valuation of this property is in an especially niche market in the appraisal industry and it is our recommendation that we keep the consultant that we have used each year.
- (2) We arrive at this recommendation as this consultant will enable us to maintain consistency of valuation approach as well as to draw upon the consultant’s institutional memory and experience with this kind of property strata that they have valued around the country in the past.
- (3) Mr. Sansoucy is the most qualified valuation consultant of this property strata operating in NH, and is from NH.
- (4) The department attaches documents for Sansoucy that speak to the breadth and scope of the firms experience with this property type, and their qualifications to do so for Hudson.

**Funding:**

Property Revaluation Capital Reserve Fund, and/or Lapsed FY26 funds

## **AGREEMENT**

**SUBJECT:** A contract to provide valuation and engineering consulting services to Town of Hudson, New Hampshire to value, as of April 1, 2027 – April 1, 2031, for *ad valorem* taxation purposes, the Target Flow Center (partially built at this time) in the Town of Hudson. This contract is for the completion and final value of Target Flow Center presently that is anticipated for 2029. This contract is for one USPAP compliant report with the fair market value of the completed facility and any partial values that may be necessary.

The Town of Hudson, hereinafter called the Town, and George E. Sansoucy, P.E., LLC d/b/a Sansoucy Associates, who employs Professional Engineers (ME, NH, and SC) and Certified General Appraisers having a principal place of business at 148 Main Street Lancaster, New Hampshire 03584 in the County of Coos, State of New Hampshire, hereinafter called Sansoucy, hereby mutually agree as follows:

### **GENERAL PROVISIONS**

#### **1. IDENTIFICATION**

1.1\_ 1.1 Client: Town of Hudson

1.1.1 Name: Hudson Selectboard  
Town of Hudson  
12 School Street  
Hudson, NH 03051

1.1.2 Contracting Official: Selectboard

1.1.3 Authorized Contact: Jim Michaud, Chief Assessor  
Tel: (603) 886-6009  
Email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)

1.2 Consultant: Sansoucy Associates

1.2.1 Name: Sansoucy Associates  
Address: 148 Main Street, Lancaster, NH 03584  
Tel: (603) 788-4000  
E-mail: [gsansoucy@sansoucy.com](mailto:gsansoucy@sansoucy.com)

Remittance Address: 86 Reed Road, Lancaster, NH 03584

## **2. GENERAL SERVICES TO BE PERFORMED BY SANSOUCY**

### **2.1 Scope of Work:**

The scope of work for this contract is the partial construction pick ups and assessment valuation for the Target Flow Center anticipated to be constructed in the Town of Hudson. The Target Flow Center is a planned 1.6 million square-foot super warehouse, logistics, flow control center, and management center for the Target retail store system in New England. The general scope will be as follows:

1. Prepare an estimate of the total anticipated cost of the complex in Hudson.
2. Prepare a CSI construction format anticipated cost flow chart.
3. Perform, as close to April 1 of each year as possible, a site reconnaissance tour to estimate the percentage complete of the project based on the CSI formatted project construction categories.
4. Take documentation photographs as required to support the estimated percentage complete each year and prepare a work record of the tour.
5. Prepare an assessment of the percent completion, both land and improvements for each year.
6. Coordinate with the building, assessing and planning departments in Hudson.

#### **2.1.2 Services to be Provided by the Town:**

Sansoucy will provide the Town with a detailed request for information to be sent by the Town to the taxpayer. The Town will provide access to Town records, tax maps, and information provided by Target, and will request that Target provides information to the Town and directly to Sansoucy.

The Town will provide, where applicable, the following information to the best of its ability:

- The company's 2026 - 2030 tax cards, and tax bills;
- The company's 2027 - 2031 Inventory of Taxable Property Form PA-28;
- The 2026 – 2030 MS-1;
- Copy of, or authorized access to, the most recent tax maps;
- Any recent building permits;
- Any current settlement agreements;
- Any municipal GIS mapping indicating utility location and data; and
- Most recent land valuation schedules.

### **2.2 Completion of Work:**

All partial values will be provided to the Town by May 1 of each year, so that the Town may be able to use the partial values for the first half tax bill.

Sansoucy will not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are either outside Sansoucy's scope of services, beyond Sansoucy's control, or as a result of non-performance of any other party, person, or entity affecting this contract.

### 2.3 Personnel:

All personnel and necessary field assistants employed by Sansoucy will be competent to perform the work they are called upon to do in a good and workmanlike manner and in accordance with all applicable laws and rules in effect at the time of the agreement.

All personnel performing *ad valorem* valuation tasks for the functions which are required to be certified by the State of New Hampshire (OPLC) at an approval level commensurate with their level of appraisal involvement or will be in training.

The following people and their designations will / may work on this assignment:

- George Sansoucy – Assessor Supervisor & Certified General Appraiser
- Matthew Sansoucy – Certified General Appraiser
- Austin Sansoucy – Certified New Hampshire Assessor
- Luke Proctor – Measure and Lister
- Elizabeth Ball – Measure and Lister

### 2.4 Public Relations:

The Town and Sansoucy, during the progress of the work, will use their best efforts and that of their agents and employees to promote full cooperation and amiable relations with Target. All publicity and news releases, if any, will be sent out only by the Town, or its authorized representative(s), and not Sansoucy.

### 2.5 Confidentiality:

Sansoucy agrees to not disclose to anyone except to the Town or its authorized representative(s) or a court of law or tribunal, any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless specifically authorized by the Town or under the New Hampshire freedom of information statutes.

### 2.6 Compensation and Terms:

The Town of Hudson, in consideration of the services performed by Sansoucy, agrees to pay Sansoucy a fixed fee of \$19,900 for the final USPAP appraisal.

The Town has the option to request the value as of April 1<sup>st</sup> of any year of this contract, a partial updated construction valuation as required for a fixed price of \$10,000, each, if any.

Should the taxpayer file for an abatement of taxes regarding each of these partial valuations, Sansoucy will defend its values through the local abatement process as part of this agreement.

Any additional appeal assistance before or at the BTLA or Superior Court as well as any litigation support related to these partial valuations will be billed on a time and material basis. Any mediation or settlement assistance will also be billed on a time and material basis based on the rate sheet attached to this contract. The rate sheet will be fixed for the duration of this contract through 12/31/2026.

### **3. INSURANCE**

3.1 Sansoucy will maintain general liability insurance with an endorsement for hired and non-owned automobile liability.

3.1.1 The liability insurance will be in the form of commercial general liability with limits of \$2,000,000 per occurrence/person for bodily injury, and \$4,000,000 general aggregate for the life of the policy.

3.1.2 The hired and non-owned automobile liability endorsement will have a limit of \$2,000,000 each accident.

3.2 Sansoucy will provide a certificate of insurance confirming the above insurance coverages. All insurance will be valid in the State of New Hampshire.

### **4. ASSIGNMENT**

This Contract and the duties of Sansoucy hereunder will not be assigned.

### **5. AMENDMENTS**

This Agreement will not be amended, waived or discharged, unless by mutual written consent of both parties.



April 1, 20\_\_\_\_ Partial Value Signature Page

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

In witness thereof, The Town of Hudson has caused these presents to be signed by its representative, thereunto lawfully authorized and caused its corporate (if appropriate) seal to be affixed and George E. Sansoucy, P.E., LLC d/b/a Sansoucy Associates has caused the same to be signed by his lawfully authorized representative on the date and year first above written.

*In the presence of:*

The Town of Hudson, New Hampshire

Witness

by: \_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

Board of Selectman or Town Official

**Billing Address: (Please fill out)**

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*In the presence of:*

George E. Sansoucy, P.E., LLC

Laura Matthews  
Witness

by: George E. Sansoucy  
George E. Sansoucy, P.E.  
Certified General Real Estate Appraiser  
NH License Number: NHCG-774

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

In witness thereof, The Town of Hudson has caused these presents to be signed by its representative, thereunto lawfully authorized and caused its corporate (if appropriate) seal to be affixed and George E. Sansoucy, P.E., LLC d/b/a Sansoucy Associates has caused the same to be signed by his lawfully authorized representative on the date and year first above written.

*In the presence of:*

The Town of Hudson, New Hampshire

Witness

by: \_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

Board of Selectman or Town Official

**Billing Address: (Please fill out)**

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*In the presence of:*

George E. Sansoucy, P.E., LLC

*Laura Matthews*

Witness

by: \_\_\_\_\_

*George E. Sansoucy*

George E. Sansoucy, P.E.  
Certified General Real Estate Appraiser  
NH License Number: NHCG-774



**SANSOUCY  
ASSOCIATES**

*Complex Utility and Property Valuations, and Regulatory Consulting*

**2026**

**ENGINEERING AND APPRAISAL RATE SCHEDULE\***

Principal engineers, senior appraisers, MBAs,  
including court testimony and deposition attendance .....\$400.00/hour

Research engineers, associates, appraisers .....\$300.00/hour

Technical personnel .....\$225.00/hour

Clerical personnel .....\$150.00/hour

- \* All rates are portal to portal from Lancaster, N.H. or Fountain Inn, S.C. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction at \$0.10 for black and white and \$0.50 for color, research materials such as publications, subscriptions, and database purchases, etc.

Rev. 01/01/26



**TOWN OF HUDSON, NEW HAMPSHIRE**  
**FINANCE DEPARTMENT**

12 SCHOOL STREET, HUDSON, NH 03051  
(603) 886-6000 · FAX: (603) 881-3944

**Chapter 98 Purchasing and Contracts**

**Procurement Waiver**

**Date:** 1-15-2026

**To:** Board of Selectmen

**From:** Jim Michaud, Chief Assessor

**Procurement Waiver for:** Target Corp. appraisal

This memo is to obtain procurement of goods and services via a waiver to seek additional quotes.  
This is being requested as: (Check all that apply)

- \_\_\_ One-of-a-kind: There is no competitive alternative on the market.
- \_\_\_ Compatibility: Must match existing brand or equipment for compatibility.
- \_\_\_ Replacement part: For a specific brand of existing equipment.
- \_\_\_ Unique design: Must meet physical design or quality requirements.
- ☒ Professional Services: Vendor has intimate knowledge of scope, asset, or history.
- \_\_\_ Other :

Describe the purpose of the purchase of goods or services and why this is recommended:

This contractor conducted the 1st appraisal of this property for 4/1/25; they are contracted to conduct an appraisal on the property effective for the 4/1/2026 assessment date; BOS has prior approved contract for this service with this contractor via direct bid/sole bid. The current contractor has intimate knowledge of the Town (they have been appraising property in Hudson for assessment purposes since 1992) and they have been engaged in appraising similar properties such as the subject throughout the country. This contract has been reviewed by Town legal counsel and has found no issues to comment on.

Staff Recommendation:

The recommendation for a waiver is based upon an objective review of the product/service required and appears to be the best interest of the Town of Hudson.



Vendor and/or Staff Letter Attached (if applicable)

This procurement waiver request is accurate and complete to the best of my knowledge and belief.

Department Director Approval

Based upon the above, I authorize the procurement waiver for the goods or services specified.

Approved

FINANCE DIRECTOR and/or TOWN ADMINISTRATOR

Date

1/24/26



Lindsey M. Stepp  
Commissioner

**State of New Hampshire  
Department of Revenue Administration**

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



MUNICIPAL AND PROPERTY  
DIVISION  
Adam A. Denoncour  
Director

January 16, 2026

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

Re: Hudson 2027-2031 Target Flow Center New Construction Inventory

Dear Municipal Assessing Officials,

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

The 2027 - 2031 contract for inventory services has been reviewed and the Department is making no contract recommendations at this time.

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

If you have any questions, please feel free to contact me at (603) 230-5963 or [adam.a.denoncour@dra.nh.gov](mailto:adam.a.denoncour@dra.nh.gov).

Sincerely,

Adam Denoncour, Director  
Municipal and Property Division

cc: Sansoucy Associates  
File

TDD Access: Relay NH 1-800-735-2964

*Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.*

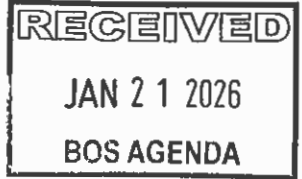


## TOWN OF HUDSON


### Assessing Department

12 School Street  
Hudson, New Hampshire 03051

James A. Michaud, CAE, CPM, Chief Assessor  
jmichaud@hudsonnh.gov · Tel: 603-886-6009 · Fax: 603-598-6481



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

From: Jim Michaud, Chief Assessor 

Date: January 27, 2026

Re: 2027-2031- Public Utility and Telecommunications Property –  
reassessment contract

***Recommended Motion: To award the 2027-2031 Public Utility and Telecommunications Property Appraisal Contract to George E. Sansoucy PE, LLC at a contract price of \$28,000 per year of the contract, as recommended by the Chief Assessor.***

### **Background:**

The Assessing Department is pleased to recommend contracting with George E. Sansoucy, P.E., LLC to provide public utility and telecommunications valuation appraisal services for the 2027 -2031 valuation years at an annual cost of \$28,000. This contract comprises one of three components that will lead to a successful reassessment of municipal-wide property for the 2027 property tax year. This valuation contract has been further reviewed by the State of NH – Department of Revenue and they found that it complies with all of their requirements. This contract has also been favorably reviewed by the Town's legal counsel, Attorney Dave Lefevre.

The attached contract represents a 5-year commitment, at \$28,000 per year, that will ensure public utility/telecommunications properties valuation services not only for the 2027 revaluation year, but also for each additional year up until the next scheduled Town-wide revaluation in 2032.

The valuation of this property strata has, since 1992, been assigned to an external valuation consultant, George E. Sansoucy, P.E., LLC, being the Town's chosen vendor, under whom we have won every public utility value property tax case in that time period. In the last tax year, 2025, valuation of this kind of property amounted to \$180.5 million of our \$5.1 billion tax base, not an insignificant amount.

This contract represents a “sole-source” bid, in other words, the department has not gone the RFP route and solicited 3 or more bids for these valuation tasks. We have not done so for the following reasons:

- (1) The valuation of public utility property is in an especially niche market in the appraisal industry and it is our recommendation that we keep the consultant that we have used each year.
- (2) We arrive at this recommendation as this consultant will enable us to maintain consistency of valuation approach as well as to draw upon the consultant’s institutional memory and experience with this kind of property strata in Hudson.
- (3) Mr. Sansoucy is the most qualified valuation consultant of this property strata operating in NH, and is from NH.

This item is budgeted for, in part, within the “Capital Reserve Fund For Future Property Revaluation”, with BOS as agents to expend.

**Funding:**

Property Revaluation Capital Reserve Fund, and/or Lapsed FY26 funds

## **AGREEMENT**

**SUBJECT:** A contract to provide utility revaluation and valuation services to the Town of Hudson, New Hampshire to value, as of April 1, 2027 – April 1, 2031 , for *ad valorem* taxation purposes, the utility properties located in the Town of Hudson.

The Town of Hudson, hereinafter called the Town, and George E. Sansoucy, P.E., LLC d/b/a Sansoucy Associates, who employs Certified General Appraisers (16 states) and Professional Engineers (NH, ME, SC) having a principal place of business at 148 Main Street, Lancaster, New Hampshire 03584 in the County of Coos, State of New Hampshire, hereinafter called Sansoucy, hereby mutually agree as follows:

### **GENERAL PROVISIONS**

#### **1. IDENTIFICATION**

##### **1.1 Client: Town of Hudson**

1.1.1 Name: Board of Selectmen  
Town of Hudson  
12 School Street  
Hudson, NH 03051

1.1.2 Contracting Official: Board of Selectmen

1.1.3 Authorized Contact: Jim Michaud, Chief Assessor  
Tel: 603-886-6009  
Email: JMichaud@hudsonnh.gov

##### **1.2 Consultant: Sansoucy Associates**

1.2.1 Name: Sansoucy Associates  
Address: 148 Main Street, Lancaster, NH 03584  
Tel: (603) 788-4000  
E-mail: [gsansoucy@sansoucy.com](mailto:gsansoucy@sansoucy.com)

Remittance address: 86 Reed Road, Lancaster, NH 03584



## **2. GENERAL SERVICES TO BE PERFORMED BY SANSOUCY**

### **2.1 Scope of Work:**

The scope of this work is for the revaluation of all taxable utility property in the Town of Hudson not currently subject to any settlement agreements or PILOTs. For the year of revaluation, values will be provided for 2027 by October 1<sup>st</sup>, or no more than seven days after receipt of all information from the utilities and the revaluation land schedules are completed and provided to Sansoucy, whichever is later. For years of utility value update, values will be provided for 2028 – 2031 by September 1<sup>st</sup> of each year or no more than 30-days after the receipt of all information from the utilities.

The valuations for the utility properties shown in the “RSA 72:8-d Utilities” table below will be developed based on the RSA 72:8-d legally required methodology for valuation of the distribution utilities.

Those utilities which are not governed by RSA 72:8-d, and/or are FERC regulated, such as high voltage transmission lines, are shown in the “Non-RSA 72:8-d Utilities and Telecommunications” tables below. These non-RSA 72:8-d utilities will be valued based on fair market value criteria and mass appraisal principles. These revaluations will be based on cost new less depreciation with consideration for market sales and income, where applicable, if any, in accordance with USPAP. The high voltage transmission public utility property to be valued will include utility land, easements, and land rights based on the most recent Town -wide mass appraisal land value schedules provided by the Town to us.

Any newly inventoried nonutility land and buildings valued as part of April 1, 2027 – 2031 must reflect costs from the 2027 CAMA system tables; or if new values are developed, they must be adjusted by the prior year (most recently available) overall median ratio for the Town.

Other assignments that may be added to this contract include complex industrial and commercial properties or cell towers. Additional cell towers not listed in the chart below are priced at \$2,500 each for the first-time value, and then \$1,000 each per year for each subsequent update. Updates for cell towers are not required each year and are elective. Cell tower pricing is not included in the price under 2.6 in compensation and terms. Any requests for cell towers will be additive to the base fee in 2.6. Other assignments are not part of this contract and, if requested, will be performed on a time and material basis.

The utilities to be included are:

<b>RSA 72:8-d UTILITIES – Distribution</b>
Public Service Company of NH d/b/a Eversource Energy
Energy North Natural Gas / Liberty Utilities
<b>NON-RSA 72:8-d UTILITIES – Transmission</b>
Public Service Company of NH d/b/a Eversource Energy
New England Power Company
Tennessee Gas Pipeline
New England Hydro Transmission
<b>TELECOMMUNICATIONS</b> <b>(Poles, Conduit, &amp; Use of the Public Right-of-way (ROW) Only)</b>
American Telephone & Telegraph (AT&T)
Consolidated Communications
Comcast Cable
<b>Other</b>
15 West Road – Cell Tower – Crown Atlantic Company, LLC
4 Greeley St. – Cell Tower – SBA Towers, Inc.
10 Park Ave. – Cell Tower – SBA Towers, Inc.
166 Bush Hill Road – Cell Tower – NH#1 Rural Cellular, Inc.
42 Griffin Road – Cell Tower – Vertical Bridge / Eco Site
193 Central St. – Cell Tower – Sprint Spectrum
46 Trigate Rd. – Cell Tower – Gerald Q. Nash
22 Willet Drive / 143 Dracut Road – Cell Tower – American Tower
19 Central Street – Cell Tower – Cingular Wireless
19 Sagamore Park Rd. – Cell Tower – SBA/Vertical Bridge
12 Groves Farm Road – Cell Tower – Verizon

Fee land, buildings, office buildings, warehouses, service centers, etc. are specifically excluded from RSA 72:8-d in the law and are to be valued separately, either as part of the utility property herein or utilizing the CAMA system. We will guide that breakup as part of the modeling and value the buildings in their appropriate categories of property, either RSA 72:8-d, non-RSA 72:8-d, or non-utility buildings using the CAMA system.

Sansoucy will defend its appraisals at the local level. Should a taxpayer file an abatement, Sansoucy will defend the values from the beginning of the valuation process through the local abatement process as part of this contract, which will end on June 30 of the following year of the year of valuation. Should a defense be required beyond the local abatement process for an appeal or should any settlement work be required, additional charges on a time and material basis in accordance with the attached rate sheet will apply.

### 2.1.1 Scope of the Work Products

Sansoucy will provide a revaluation letter for RSA 72:8-d properties as described above, and a revaluation report for non-RSA 72:8-d properties. Sansoucy will include, as part of the revaluation report, the fair market value utilities (transmission utilities) for the year of revaluation (2027). A copy of this report will be mailed directly to the New Hampshire Department of Revenue Administration (DRA) in accordance with their rules.

Once Sansoucy completes the revaluation and provides the values to the Town, Sansoucy will then send out a "Notice of Value" to each utility as part of this contract for the revaluation year only (2027). If the Town uses a value other than the recommended value provided by Sansoucy, the Town must notify Sansoucy of the correct value to be put on the "Notice of Value".

Update values will be provided by September 1<sup>st</sup> of each year in the form of a summary letter.

### 2.1.2 Services to be Provided by the Town:

Sansoucy will provide the Town with a detailed request for information and site tours to be sent by the Town to the utilities. The Town will provide access to Town records, tax maps, and information provided by the utilities, and will request that the utilities provide information directly to Sansoucy.

The Town will provide for this Town -wide revaluation, where applicable, the following information to the best of its ability:

- Each company's 2026 - 2030 tax cards, including cell tower host sites, and tax bills;
- Any company's 2027 - 2031 Inventory of Taxable Property Form PA-28;
- The 2026 - 2030 MS-1;
- For the companies that are required to report, the companies' PA-80 (Telephone Property), PA-81 (Electric Distribution Property), PA-82 (Gas Distribution Property), and PA-83 (Water Distribution Property);
- Copy of, or authorized access to, the most recent tax maps;
- Any recent building permits;
- Any current settlement agreements;
- Any PILOTs for the companies (if applicable);
- Any leases for cell towers or cellular carriers (if applicable);
- Any cell tower current use / land use change tax forms (if applicable);
- Any municipal GIS mapping indicating utility location and data;
- Pole license / franchise agreements (cable/telephone/fiber optic/attachers);
- Most recent land valuation schedules; and
- The final value used for the MS-1.

## 2.2 Completion of Work:

All revaluation values will be provided to the Town by October 1, 2027 or no more than seven days after receipt of all information from the utilities and the revaluation land schedules are completed and provided to Sansoucy, whichever is later. The final appraisal report for the 2027 revaluation will follow no later than 30 days after the Town files its MS-1, per DRA requirements. All annual update valuations will be completed by September 1<sup>st</sup> of each year, or no more than 30-days after the receipt of all information from the utilities.

Sansoucy will not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are either outside Sansoucy's scope of services, beyond Sansoucy's control, or as a result of non-performance of any other party, person, or entity affecting this contract.

## 2.3 Personnel:

All personnel and necessary field assistants employed by Sansoucy will be competent to perform the work they are called upon to do in a good and workmanlike manner and in accordance with all applicable laws and rules in effect at the time of the agreement.

All personnel performing *ad valorem* valuation tasks for the functions which are required to be certified by the State of New Hampshire (OPLC) at an approval level commensurate with their level of appraisal involvement or will be in training.

The following people and their designations will / may work on this assignment:

- George Sansoucy – Assessor Supervisor & Certified General Appraiser
- Matthew Sansoucy – Certified General Appraiser
- Austin Sansoucy – Certified New Hampshire Assessor
- Luke Proctor – Measure and Lister
- Elizabeth Ball – Measure and Lister

## 2.4 Public Relations:

The Town and Sansoucy, during the progress of the work, will use their best efforts and that of their agents and employees to promote full cooperation and amiable relations with the utilities. All publicity and news releases, if any, will be sent out only by the Town, or its authorized representative(s), and not Sansoucy.

## 2.5 Confidentiality:

Sansoucy agrees to not disclose to anyone except to the Town or its authorized representative(s) or a court of law or tribunal, any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless specifically authorized by the Town or under the New Hampshire freedom of information statutes.

## 2.6 Compensation and Terms:

The Town of Hudson, in consideration of the services hereunder to be performed by Sansoucy, agrees to pay Sansoucy a fixed fee of \$ 28,000 per year for the term of the contract. Invoices are due and payable net 30 days.

Should a taxpayer file for an abatement of taxes, Sansoucy will defend its values through the local abatement process as part of this agreement.

Any appeals, settlement work, assistance or testimony at the BTLA or Superior Court hearings, depositions, or trial preparation, as well as any litigation support in the future related to these valuations, will be charged on a time and material basis per the attached rate sheet. This rate sheet will be fixed for the time duration of this contract (12/31/2031).

## 3. INSURANCE

### 3.1 Sansoucy will maintain general liability insurance with an endorsement for hired and non-owned automobile liability.

3.1.1 The liability insurance will be in the form of commercial general liability with limits of \$2,000,000 per occurrence/person for bodily injury, and \$4,000,000 general aggregate for the life of the policy.

3.1.2 The hired and non-owned automobile liability endorsement will have a limit of \$2,000,000 each accident.

### 3.2 Sansoucy will provide a certificate of insurance confirming the above insurance coverages. All insurance will be valid in the State of New Hampshire.

## 4. ASSIGNMENT

This Contract and the duties of Sansoucy hereunder will not be assigned.

## 5. AMENDMENTS

This Agreement will not be amended, waived, or discharged, unless by mutual written consent of both parties.

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

In witness thereof, The Town of Hudson has caused these presents to be signed by its representative, thereunto lawfully authorized and caused its corporate (if appropriate) seal to be affixed and George E. Sansoucy, P.E., LLC d/b/a Sansoucy Associates has caused the same to be signed by his lawfully authorized representative on the date and year first above written.

*In the presence of:*

The Town of Hudson, New Hampshire

\_\_\_\_\_  
Witness by: \_\_\_\_\_  
by: \_\_\_\_\_  
by: \_\_\_\_\_  
by: \_\_\_\_\_  
by: \_\_\_\_\_

Board of Selectman or Town Official

**Billing Address: (Please fill out)**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*In the presence of:*

George E. Sansoucy, P.E., LLC

Laura Matthews  
Witness

by: George E. Sansoucy  
George E. Sansoucy, P.E.  
Certified General Real Estate Appraiser  
NH License Number: NHCG-774



**SANSOUCY  
ASSOCIATES**

*Complex Utility and Property Valuations, and Regulatory Consulting*

**2026**

**ENGINEERING AND APPRAISAL RATE SCHEDULE\***

Principal engineers, senior appraisers, MBAs,  
including court testimony and deposition attendance .....\$400.00/hour

Research engineers, associates, appraisers .....\$300.00/hour

Technical personnel .....\$225.00/hour

Clerical personnel .....\$150.00/hour

- \* All rates are portal to portal from Lancaster, N.H. or Fountain Inn, S.C. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction at \$0.10 for black and white and \$0.50 for color, research materials such as publications, subscriptions, and database purchases, etc.

Rev. 01/01/26



## TOWN OF HUDSON, NEW HAMPSHIRE

### FINANCE DEPARTMENT

12 SCHOOL STREET, HUDSON, NH 03051  
(603) 886-6000 · FAX: (603) 881-3944

### Chapter 98 Purchasing and Contracts

#### Procurement Waiver

**Date:** 1/21/2026

**To:** Board of Selectmen

**From:** Jim Michaud, Chief Assessor

**Procurement Waiver for:** 5-year Public Utility and Telecommunications Property reassessment contract

This memo is to obtain procurement of goods and services via a waiver to seek additional quotes.

This is being requested as: (Check all that apply)

- ☐ One-of-a-kind: There is no competitive alternative on the market.
- ☐ Compatibility: Must match existing brand or equipment for compatibility.
- ☐ Replacement part: For a specific brand of existing equipment.
- ☐ Unique design: Must meet physical design or quality requirements.
- ☒ Professional Services: Vendor has intimate knowledge of scope, asset, or history.
- ☐ Other :

Describe the purpose of the purchase of goods or services and why this is recommended:

As per BOS memo attached

#### Staff Recommendation:

The recommendation for a waiver is based upon an objective review of the product/service required and appears to be the best interest of the Town of Hudson.

☒ Vendor and/or Staff Letter Attached (if applicable)

This procurement waiver request is accurate and complete to the best of my knowledge and belief.

Department Director Approval 

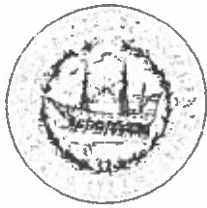
Based upon the above, I authorize the procurement waiver for the goods or services specified.

Approved 

FINANCE DIRECTOR and/or TOWN ADMINISTRATOR

Date 1/21/26





Lindsey M. Stepp  
Commissioner

**State of New Hampshire  
Department of Revenue Administration**

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



MUNICIPAL AND PROPERTY  
DIVISION  
Adam A. Denoncour  
Director

January 16, 2026

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

Re: Hudson 2027-2031 Utility Appraisal Services

Dear Municipal Assessing Officials,

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

The 2027 - 2031 contract for utility appraisal services has been reviewed and the Department is making no contract recommendations at this time.

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

If you have any questions, please feel free to contact me at (603) 230-5963 or [adam.a.denoncour@dra.nh.gov](mailto:adam.a.denoncour@dra.nh.gov).

Sincerely,

Adam Denoncour, Director  
Municipal and Property Division

cc: Sansoucy Associates  
File

TDD Access: Relay NH 1-800-735-2964

*Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.*

8D



**TOWN OF HUDSON**  
**Department of Public Works**  
2 Constitution Drive  
Hudson, New Hampshire 03051

Jason Twardosky, Director of Public Works  
jtwardosky@hudsonnh.gov · Tel: 603-886-6018 · Fax: 603-594-1143

To: Board of Selectmen  
Roy E. Sorenson, Town Administrator  
From: Jay Twardosky, Director of Public Works  
Date: January 21, 2026  
Re: Winter Operations Update

The beginning of this winter season has been busier than normal with numerous snow and ice events. Public Works has dispatched crews on 20 different occasions to date, for snow, ice, and refreezing of previously treated roadways, the majority of which have occurred on weekends and after hours, putting a strain on our overtime budget.

For comparison, the previous winter of 2024/25, Public Works dispatched crews on 23 occasions total for winter weather.

The information listed below represents current expenditures, as of 1/24 based on 2025/2026 winter weather events.

**Winter Operations Overtime:** \$193,860.24 to date – Budgeted \$200,000  
**Salt:** \$174,205.00 to date – Budgeted \$318,800.00  
**Sand:** \$49,491.00 to date – Budgeted \$60,000.00  
**Magnesium Chloride:** \$8,225.00 to date

With approximately 9 weeks of winter to go, and storms still trending to occur nights and weekends, we will be over budget for overtime, and I expect to be close for sand and salt.

# WINTER SEASON 2025-2026

## **BUSY WINTER SEASON:**

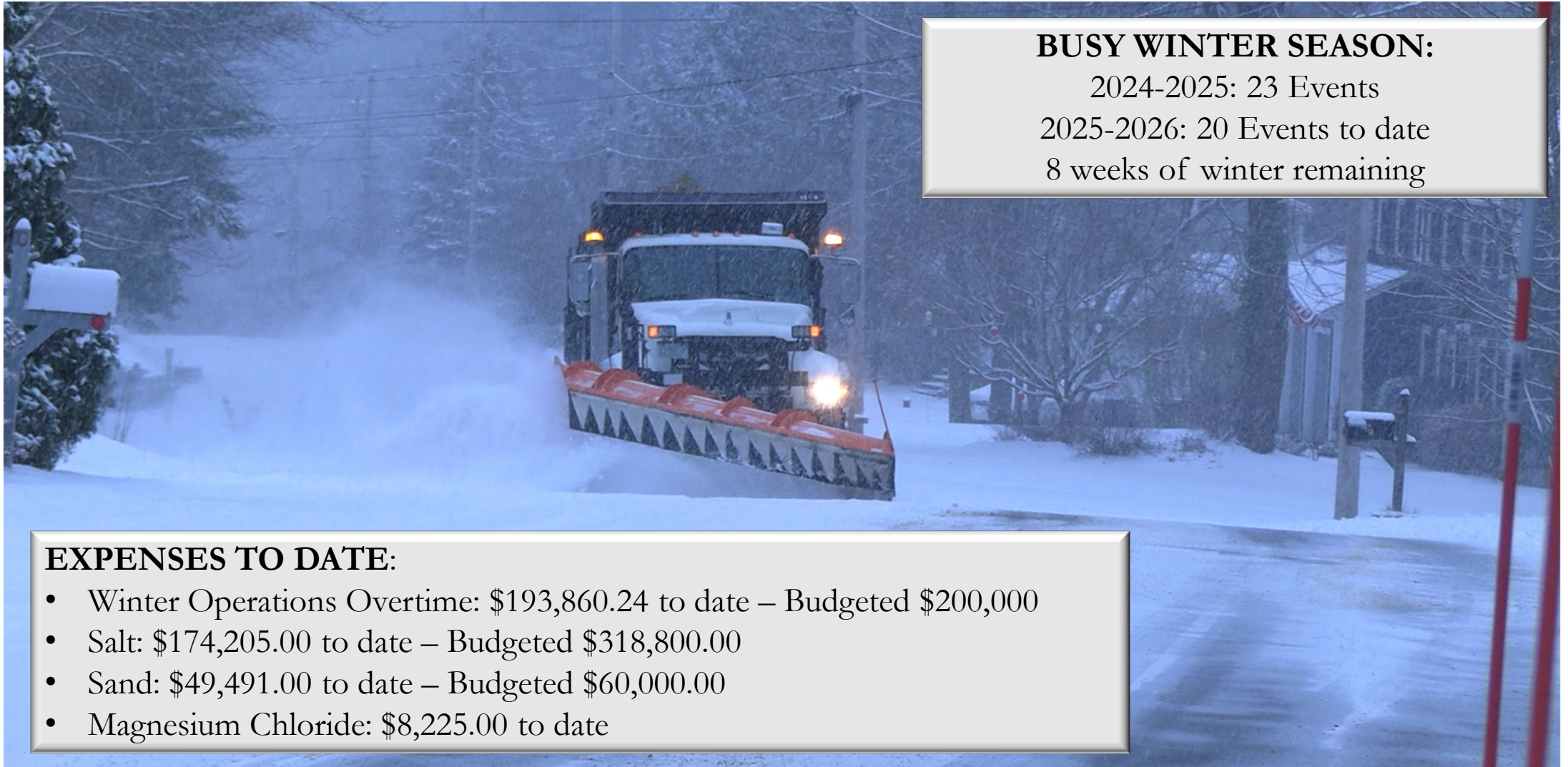
2024-2025: 23 Events

2025-2026: 20 Events to date

8 weeks of winter remaining

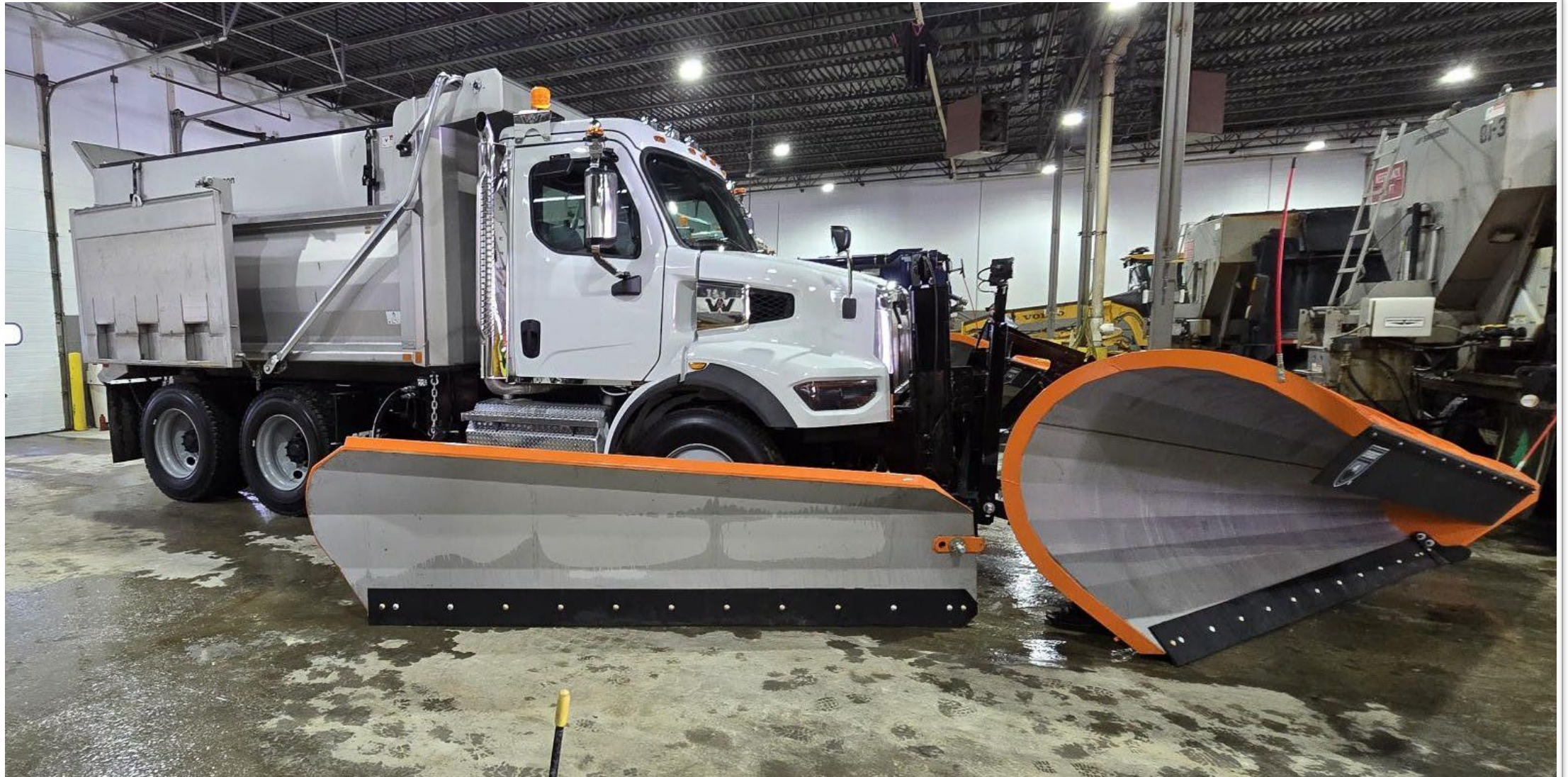
## **EXPENSES TO DATE:**

- Winter Operations Overtime: \$193,860.24 to date – Budgeted \$200,000
- Salt: \$174,205.00 to date – Budgeted \$318,800.00
- Sand: \$49,491.00 to date – Budgeted \$60,000.00
- Magnesium Chloride: \$8,225.00 to date





# NEW TRUCKS





# NEW TRUCKS

**NHDES – DERA Grant**  
Clean Diesel Grant Program  
\$225,126.75



**TOWN OF HUDSON****Fire Department**

39 Ferry Street  
Hudson, New Hampshire 03051



Scott Tice, Fire Chief  
stice@hudsonnh.gov · Tel: 603-886-6021 · Fax: 603-882-7115

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

From: Scott Tice, Fire Chief

Date: January 22, 2026

Re: Target Public Safety Fund Strategic Plan Update

**Background:**

The Development Agreement between the Town and Target provides \$840,000.00 for training and equipment for the Fire Department. I was tasked by the Board to develop a strategic plan to utilize these funds. These funds provide a very exciting opportunity to advance the operations of the Fire Department immensely. But care needs to be exercised so as not to overcommit the Department and Town to unreasonable budgetary needs in the future. This has also become a large project that has brought up many questions and concerns about our future operations. These questions are forcing us to closely examine what services would should be prepared to deliver and how we can accomplish this in a financially responsible manner. This plan is still in development as we determine what our future operations should include. I ask the Board to please examine the draft which includes the progress achieved thus far. This should offer a clearer insight into the overall direction I am aiming for. I also believe we are ready to move forward with several of the initiatives we have identified in the plan. We have discussed previously that we would use the Town's purchasing policy to expend these funds Therefore, I do not believe the Board needs to vote on each initiative as the existing purchasing policy will be used.

**RECEIVED**  
**JANUARY 23, 2026**  
**BOS AGENDA**

## **GOALS**

To be a highly professional organization through strong leadership and management skill development and practices.

To be an operationally excellent all-hazards fire department that protects the community in all emergency situations

## **OBJECTIVES**

To utilize the Target Public Safety Funds to purchase equipment and provide training to improve the emergency operations of the Department by addressing our weaknesses and better prepare the department to respond to the risks we expect to encounter. This will allow the department to provide a higher level of public safety and a safer work environment for our employees.

To utilize the Target Public Safety Funds to purchase equipment that would otherwise be purchased from the operating budget which provides a financial benefit to the Hudson taxpayers.

## **ASSUMPTIONS**

The Fire Department is expected to safely and effectively respond to all expected and potential emergency situations.

## **SWOT ANALYSIS**

### **STRENGTHS**

- Most of the equipment currently owned by the department is up to date, in good condition, and standardized.
- The training program for fire suppression, driver/operator, and probation is improving with the addition of the Training Captain position.
- The department has improved the training program by purchasing or building multiple training props.
- Our EMS service is well funded, the training program has been good, and our personnel provide excellent care to the community.

## **WEAKNESSES**

- Many of our personnel have minimal experience.
- Some of our equipment is out of date, or soon to be out of date.
- The department lacks equipment, training, and outside resources to mitigate most rescue types of incidents.
- We need equipment to outfit the tower truck.
- Department personnel do not have experience operating a tower truck.
- We lack a building to conduct upper floor training evolutions and live fire training.

## **OPPORTUNITIES**

- We are working regionally to provide hazmat and rescue training to spread cost and usefulness out among multiple communities therefore making more cost-effective for each community.
- Provide training using department personnel who have ability to instruct needed training. Develop department personnel so they can provide in-house training.
- Explore grant funding to provide training and equipment.

## **THREATS**

- Inflation driving the cost of goods and services up.
- The departure of key staff who take their knowledge, skills, and abilities with them.

## **INITIATIVES**

The initiatives in this plan are based on our current weaknesses, level of exposure to risks, satisfying the objectives of this plan, and the assumption that the Fire Department is expected to respond and effectively mitigate every incident it is called to.

## **TOWER TRUCK OPERATOR TRAINING**

Hudson Fire will receive delivery of our first tower truck in the spring of 2026. This apparatus offers several benefits, but also presents several challenges. The aerial device on this truck is mounted in the middle of the truck, as opposed to our current and previous ladder that are mounted in the rear of the truck. The aerial device itself is a tower mounted bucket, as opposed to our current and previous ladder which are straight ladders. None of our personnel have experience operating an apparatus like this. To reduce our risk and maximize the benefit of this apparatus, I recommend we provide training beyond the basic familiarization training that will be provided by the manufacture. This training would be



specifically to address the unique operations of a midmount tower including setting up, strategy, and tactics. This training will lead to more effective and efficient operation of this apparatus and improve our fire suppression capabilities.

This training can be conducted on duty. The expense for this training is the cost of the instructors for one day with each group. This cost is \$12,500.

## **TOWER TRUCK EQUIPMENT**

We need to equip the tower when it arrives. We are examining inventory levels on current apparatus and reallocating redundant equipment we already possess, but we need to purchase some equipment to complete the inventory.

The estimated cost for this equipment is \$50,000 for hand tools and equipment and \$54,470 for 4 SCBAs and spare cylinders.

## **AIRBAGS**

The department's airbags have reached the end of life. This equipment is used for lifting heavy objects. It is used in rescue situations where a patient is entrapped by an object that needs to be lifted off of them.

The estimated cost to replace this equipment is \$10,000 - \$20,000.

## **HYDRAULIC RESCUE TOOLS**

The department's current hydraulic rescue tools will be obsolete within a couple of years. These tools can be used for cutting metal, lifting, and spreading. Their most prevalent use is in auto extrication.

The cost to replacing our current equipment with equipment that is similar is \$90,000 – \$120,000.

## **HOSE**

The department's current attack hose is aging and will continue to fail a section at a time. Attack hose is the smaller diameter hose used to deliver water streams directly to the fire. We have made some significant investment in replacing this hose, but there is still hose that should be replaced. The hose that has been purchased is not only new, but it has improved our suppression operations because it allows our firefighters to deliver

more water to the fire with less nozzle reaction allowing firefighters to advance against the fire quicker and with less fatigue.

The estimated cost to complete this project is \$4,000 - \$5,000.

## **FIRE SUPPRESSION OPERATIONS TRAINING – LARGE COMMERCIAL BUILDINGS**

Hudson has many commercial buildings, some of which are extremely large. These buildings present unique challenges that are different than the residential buildings we see most of our fires in. If we factor in the overall inexperience level of our personnel, these fires can be extremely dangerous.

To improve our operational ability when confronted with a fire in a commercial building, and to assist with policy development, I recommend we conduct training for emergency services staff in fire suppression strategy and tactics in large warehouse buildings.

Commercial building fires	\$400/class x 4 groups=\$1600
Mega warehouse fires	\$400/class x 4 groups=\$1600

## **TRAINING FACILITY**

Developing the fire suppression knowledge, skills, and abilities of our junior firefighters in light of their inexperience level is an important task for our organization. Equally important is maintaining these perishable skills in our more experienced personnel.

The department currently utilizes the Burns Hill facility and the apparatus bays of the stations for practical training evolutions. While this provides some useful spaces for some of our training, it does not allow for all the training the department needs. We can't conduct live fire training in any of our buildings for obvious reasons. We are very limited on space on the apparatus floor of all of our stations. We do not use the living spaces for training due to the contaminants from our PPE and practical training leads to damage on the interior of the building. Using the stations for ladder training such as accessing the building through a window leads to damaged windows. We currently need to go to Nashua or the Fire Academy in Concord to conduct live fire training. Each department is limited to how much they can use the Fire Academy. Use of the facility in Nashua costs \$300/hour. Using either of these options also leads to overtime costs to cover the duty crew while they are out of town training.

My recommendation is to develop a training facility in Hudson that the department could use on duty. This would eliminate OT cost for coverage and would be available for our use as desired.

The town owns land between the Kirby building and the DPW garage. Of all the land already owned by the Town, this is the best available location. This land provides a buffer away from residential homes and high traffic areas. There is town water at the site which would provide a water supply for training evolutions. We have determined this site does not have any wetlands concerns. We would need to complete a survey of this land to determine what would be needed to make the site level. This would determine what the cost would be to complete the site work. After the site is prepped, the building could be erected.

We would follow the plans of several other fire departments that have done this for the building. It would be constructed from Conex shipping containers stacked next to or on top of each other. Then the building features would be added including doors, windows stairs, burn container, and walls.

This project would be completed in three phases:

Phase 1 would be surveying and engineering, cost is estimated at \$10,000

Phase 2 would be the site work, cost is based on the findings of the engineering

Phase 3 would be the construction of the building, cost estimated at \$100,000

## **SEVERE WEATHER/FLOODING**

Climate change is expected to impact weather patterns in Southern New Hampshire in the coming years. One notable impact is the expectation of increased flooding due to more intense storms and heavy precipitation. This will increase the potential of people being caught in flood waters and rapid currents such as we experience this past spring. This risk is in addition to our annual risk the Merrimack River poses each spring as the river current moves fast with spring runoff from the mountains. Currently, the department is not trained or equipped to safely and effectively respond to these situations. I recommend the following initiatives to improve the safety and effectiveness of our water rescue operations:

### **BOAT**

Our current boat is not capable of operating in the river during times the river current is heavy because the motor is underpowered, and the boat will not accept a motor powerful enough to use during these times. It is useful in times the current is slow or in still waters

such as a pond. To improve our ability to operate in the river during high flows, I recommend we purchase a boat to replace the Boston Whaler that has been placed out of service. This boat would be similar size and power which would allow the department to operate in the river during high flows and to tow disabled boats before they experience an emergency situation. A two-boat operation would allow us to launch the smaller boat from Merrill Park which is close to Central Station, or launch it in other areas where needed. The larger boat would require a boat ramp. It is anticipated that Hudson will have a boat ramp within the next five years, which is a short time considering the lifespan of this boat. Until we have our own boat ramp, we would use the boat ramps in Tyngsborough or Nashua.

The estimated cost is \$40,000 - \$60,000.

### BOAT OPERATOR TRAINING

We should not purchase a boat to operate in the conditions noted above unless we conduct training that is appropriate to these conditions. This training would likely be a three-day class that includes boat maintenance, operation, and boat-based rescue techniques in calm and moving water. This training would need to be conducted off duty which will require the use of overtime.

Details for this training are still being developed.

### **RESCUE OPERATIONS AND EQUIPMENT**

Technical rescues are considered special operations because these operations are high risk/low frequency and require specialized training and equipment. It is not practical for a community our size to try to provide these operations all on our own. We are currently working with the Southeastern New Hampshire Hazardous Materials Mutual Aid District (SENHHMMAD) to develop these capabilities on a regional level using their current organizational structure. I do believe we are responsible to develop operational procedures and resources to respond to these types of incidents and to provide training at a basic level to our personnel to ensure the safety of the public and our employees.

Training levels are established in NFPA standards to organize the knowledge, skills, and abilities required in each rescue discipline by the level of difficulty and risk associated. These levels are typically Awareness, Operations, and Technician, but can also be seen as Level I and Level II. These levels are explained below using the NFPA definitions.

*Awareness Level.* This level represents the minimum capability of organizations that provide response to technical search and rescue incidents.

*Operations Level.* This level represents the capability of organizations to respond to technical search and rescue incidents and to identify hazards, use equipment, and apply limited techniques specified in this standard to support and participate in technical search and rescue incidents.

*Technician Level.* This level represents the capability of organizations to respond to technical search and rescue incidents and to identify hazards, use equipment, and apply advanced techniques specified in this standard necessary to coordinate, perform, and supervise technical search and rescue incidents.

Level I is typically equivalent to Awareness and Operations Levels, and Level II is typically equivalent to technician Level.

We are currently developing plans to accomplish training in these disciplines utilizing our own personnel as instructors or working with instructors in the regional area.

#### Swiftwater Rescue Training – Up to Level I

Swiftwater rescue training would provide employees with the understanding of the dangers of fast-moving water and how to manage this type of incident. The consists of classroom lecture and practical evolutions. Employees will learn self-rescue, swiftwater swimming, and the fundamentals of shore and in-water rescues. This training would increase the safety and effectiveness of our water rescue program and would be useful during incidents in the Merrimack River, flooded streams, and generalized flood waters.

#### Rope Rescue Training – Up to Operations

Rope rescue training up to the Operations Level would provide our employees the ability to conduct basic rescue operations when the use of ropes is required or situations that can be mitigated safer and more efficiently with their use. Training would include basic rope knowledge, basic lowering and hauling operations, and patient packaging. These skills are used in situations such as bringing a patient up a steep embankment. This training would allow our personnel to be lowered to a patient, package the patient in a rescue basket, and then be hauled up the embankment for transport.

#### Rope Rescue Equipment

Our current ropes and associated equipment are twenty or more years old. The condition of this equipment is questionable. Much of the equipment is obsolete and no longer used in rope rescue operations.

### BELOW STILL UNDER DEVELOPMENT

#### Confined Space – Building Collapse/Vehicles into Building - Trench

We are continuing to work with the SENHHMMAD to develop these disciplines at the operations or technician levels. I anticipate training at the local level would be to the awareness or operations level.

#### Machinery Rescue Training

Training to disentangle a patient from machinery with moving parts. This will require an outside instructor with the base knowledge of how the machinery works.

### ADVANCED TRAINING/REVENUE POSSIBILITY

Possible initiatives in this section could be hosting technician level rescue classes, or other classes, using Target money. We could offer to our employees to attend for free. We could offer extra space in these classes to personnel from other agencies and charge a fee. Then admitting personnel from outside departments to attend for fee which would go to the general fund and as source a revenue.

### OTHER CONSIDERATIONS

#### Replacement Equipment - Now

Active Shooter PPE

Incident command training

#### Replacement Equipment - Future

4" hose replacement

SCBA replacement

#### Leadership Development Training

Develop a mentoring program

Leadership development courses


DRAFT

**TOWN OF HUDSON****Development Services Department**

12 School Street  
Hudson, New Hampshire 03051

Elvis Dhima, P.E., Development Services Director  
edhima@hudsonnh.gov · Tel: 603-886-6008 · Fax: 603-816-1291

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

From: Elvis Dhima, P.E., Director of Development Services 

Date: January 16, 2026

RE: Hawkers / Peddler, and Vendors Licenses Update – Second Public Meeting

***Recommended Motion:***

***To approve the changes to Chapter 232, Hawkers, Peddlers, Vendors and Solicitors ordinance and license form, as recommended by the Development Services Department.***

**Background:**

The Town's Hawker, Peddler, and Vendor Ordinance has not been updated since 2011 and no longer reflects current business practices or technologies.

Staff conducted a comprehensive review to modernize the ordinance by updating definitions, clarifying requirements, and aligning the process with current standards and best practices. This effort included evaluating existing procedures, improving consistency, and developing an updated application form, along with clear guidance materials to assist applicants. The goal is to provide a fair, predictable, and efficient process for both the public and Town staff.

Attached is a revised draft of the proposed ordinance amendments and a new permit application. The application includes a "cheat sheet" and is designed to be more user-friendly and easier to follow. If adopted, these updates will bring the ordinance in line with modern standards and ensure applicants and staff have clear, consistent guidelines to follow.

There was no public input on the first public hearing scheduled on January 13, 2026.

<b>RECEIVED</b> <b>JANUARY 21, 2026</b> <b>BOS AGENDA</b>
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## Chapter 232

### HAWKERS, PEDDLERS, VENDORS AND SOLICITORS

#### ARTICLE I Hawkers, Peddlers and Vendors

- § 232-1. Authority.**  
**§ 232-2. Waiver of requirements.**  
**§ 232-~~1~~ 3. License required.**  
**§ 232-~~2~~ 4. Definitions.**  
**§ 232-~~3~~ 5. Application for license.**  
**§ 232-~~4~~ 6. Fees.**  
**§ 232-~~5~~ 7. Exemptions from fees.**  
  
**§ 232-~~6~~ 8. Revocation of licenses.**  
**§ 232-~~7~~ 9. Conduct.**  
  
**§ 232-~~8~~ 10. Fraud; sale of merchandise not listed in application.**  
**§ 232-~~9~~ 11. Violations and penalties.**  
**§ 232-~~10~~ 12. Expiration of licenses**

#### ARTICLE II Solicitors

- § 232-~~11~~ 13. Definitions.**  
**§ 232-~~12~~ 14. License required; exemptions.**  
**§ 232-~~13~~ 15. Application for license.**  
**§ 232-~~14~~ 16. Fees; duration of license.**  
**§ 232-~~15~~ 17. Identification badges.**  
**§ 232-~~16~~ 18. Regulations for conduct.**  
**§ 232-~~17~~ 19. Suspension or revocation of license.**  
  
**§ 232-~~18~~ 20. Appeals.**  
**§ 232-~~19~~ 21. License renewals.**

- § 232-~~20~~ 22. Violations and penalties.**

[HISTORY: Adopted by the Board of Selectmen of the Town of Hudson as indicated in article histories. Amendments noted where applicable.]

#### GENERAL REFERENCES

Parks and recreation areas — See Ch. 259, § 259-6.

## ARTICLE I

**Hawkers, Peddlers and Vendors****[Adopted 8-2-1949 by Ord. No. 9; amended in its entirety 12-16-1985]****§ 232-1. Authority.**

Pursuant to the authority vested in the Board of Selectmen by the voters of the Town of Hudson, and in accordance with the provisions of RSA 31:102-a, the Hudson Board of Selectmen adopts the following regulations governing Hawkers, Peddlers, and Vendors in the Town of Hudson, New Hampshire.

**§ 232-2. Waiver of requirements.**

The Board of Selectmen may, at the recommendation of staff, waive requirements of fees and hours of operations.

**§ 232-~~1~~ 3. License required.**

No person shall engage in the business of a hawker, peddler or itinerant vendor within the Town of Hudson unless licensed to do so. **Hawkers, Peddlers, and Itinerant Vendors conducting business for a duration of one day or less are exempt from requiring a license.**

**§ 232-~~2~~ 4. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**HAWKER and PEDDLER** — Includes any person, either principal or agent, who goes from town to town, or from place to place in the same town, selling or bartering or carrying for sale or barter or exposing therefor any goods, wares or merchandise.

**ITINERANT VENDORS** — All persons, both principals and agents, who engage in a temporary or transient business in this state, either in one locality or traveling from place to place, selling goods, wares and merchandise from stock or by sample for future delivery, and who, for the purpose of carrying on such business, hire or occupy any building or structure for the exhibition and sale of such goods, wares and merchandise or sample.

**SHORT-TERM VENDING** – An Itinerant Vendor, Hawker, or Peddler operating in one location for no more than seven (7) consecutive days; AND/OR operating at no less than three (3) locations for a duration of no more than four (4) hours per day per location.

**SEASONAL VENDING** – An Itinerant Vendor, Hawker, or Peddler operating in one location for durations of longer than seven days; AND/OR operating in one location on a monthly or annual lease basis.

**§ 232-~~3~~ 5. Application for license.**

- A. Application for peddler's license shall be made by the Town of Hudson upon a form to be determined by the Board of Selectmen.<sup>1</sup>
- B. The application shall include:
  - (1) The name, home and business address of the applicant, and the name and address of the owner, if other than the applicant.
  - (2) A description of the type of food, beverage or merchandise to be sold and, in the case of products of a farm or orchard, whether produced or grown by the applicant.

- (3) ~~A valid New Hampshire hawkers and peddlers or itinerant vendors license must be presented at time of application.~~ A copy of proof of insurance coverage for operation of a trailer or stand used for food service, for which coverage must be maintained for the duration of the permit.
- (4) A description ~~and photograph~~ of any stand or motor vehicle to be used in the operation of the business, including the license and registration number of any motor vehicle used in the operation of the business.
- (5) ~~A license from the Town Health Officer for any peddler who will sell any food or beverages. The zone that the proposed location is in. Hawkers and Peddlers are only allowed in the Business and Industrial zones.~~
- (6) A ~~description~~ depiction of the proposed location(s) on the site plan and duration(s) of stay of the business, together with a ~~certificate~~ Zoning Determination from the Zoning Administrator that the location is consistent with Chapter 334, Zoning.
- (7) Written permission from the owner of the property.
- (8) Hours of operation, which shall be not prior to 8:00 a.m. nor after dark. Canteen-type trucks and mobile vending units shall be permitted to operate no earlier than 5:00 a.m. [Amended 4-17-1990 by Ord. No. 090-5]
- (9) A description of non-affixed signage, which shall comply with Chapter 334-61, Signage.

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1. Editor's Note: Pursuant to Res. No. R92-71, adopted 6-8-1992, effective 7-1-1992, this subsection has been revised to replace "Executive Administrator" with "Board of Selectmen."

- C. The ~~Zoning Administrator~~ Code Enforcement Officer shall review the permit for conformance with ~~site plan regulations~~ chapters 193, 232, 275, and 334 of the Hudson Town Code. If the site plan does not indicate a location for that activity, it will be denied unless the Zoning Administrator determines that it falls within the grandfather status, ~~or is determined to meet the definition of Short-Term Vending found in §232-4.~~ [Added 3-11-1997]
- D. The application shall include a state and federal record check provided to the Town of Hudson. The fee associated with said record check is determined by New Hampshire State Police, and this expense is the responsibility of the applicant. [Added 5-24-2011 by Ord. No. 11-02]
  - (1) The Town of Hudson will follow the guidelines established by RSA 31:102-b, titled "Background Checks for Certain Vendors."
  - (2) If the applicant has already provided a record check to another city/town in the State of New Hampshire, a copy of said record check to the Town of Hudson shall suffice.

#### § 232-4 6. Fees.<sup>2</sup>

License fees shall be for each day or for each week or for each year, whichever is less.

#### § 232-5 7. Exemptions from fees.

License fees relating to hawkers and peddlers shall ~~not~~ neither apply to persons selling the product of his own farm or the one he tills ~~nor hawkers and peddlers operating at a town-sponsored event or event that the Board of Selectmen has determined to be in the public interest.~~ In addition to the above exceptions, individuals, veterans and organizations who have a tax-exempt status (must have documented proof) will not be required to pay license fees.

**§ 232-6 8. Revocation of licenses.**

In addition to any penalty imposed, such license may be revoked for any violation of this article or state statute pertaining to the conduct of such business.

**232-7 9. Conduct.**

A peddler shall not:

- A. Sell food or beverages for immediate consumption, unless he has available for public use a litter receptacle which would be available for patrons' use.
- B. Leave any location without first ensuring that he pick up, remove, dispose of all trash or refuse remaining from sales made by him.
- C. Solicit or conduct business with persons in motor vehicles.
- D. Sell any other goods other than that which he or she is licensed to sell.
- E. Sell food or beverages without a valid and current Health Department permit.
- F. Set up, maintain or permit the use of any table, crate, carton, rack, sign or any other device or increase the selling or display capacity of his stand or motor vehicle, where such items have not been described in the application.
- G. Establish utility connections beyond electrical service provided by the primary establishment.
- H. Operate on the same map and lot for a period of more than 6 cumulative months of each calendar year.

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2. Editor's Note: The specific fees set forth in this section were removed at the request of the Town. For current fees, see Ch. 205, Fees.

**§ 232-8 10. Fraud; sale of merchandise not listed in application.**

Any licensed peddler who shall be guilty of any fraud, cheating or misrepresentation, whether through himself or through an employee, while acting as a peddler in the Town, or who shall sell any goods or merchandise or wares other than those specified in his application for a license shall be deemed guilty of a violation of this article.

**§ 232-9 11. Violations and penalties.**

A violation of this article shall be punishable by a fine not to exceed \$100. Each day of operation or each transaction or sale shall constitute a separate offense.

**§ 232-10 12. Expiration of licenses.**

- A. ~~All annual licenses issued under this article shall expire December 31 of each year.~~ All licenses issued under this article shall expire no later than 6 months after date of issuance.

**§ 232-13. Administration of licenses.**

- A. All Hawker, Peddler, and Vendor Licenses shall be managed and tracked by the Town Administrator's office

- (1) A public list of active permits with their associated locations shall be maintained and available to the public.

8G

**TOWN OF HUDSON****Development Services Department**

12 School Street

Hudson, New Hampshire 03051

Elvis Dhima, Development Services Director  
 edhima@hudsonnh.gov · Tel: 603-886-6008 · Fax: 603-598-6481

**INTEROFFICE MEMORANDUM**

TO: Roy Sorenson, Town Administrator  
 Board of Selectmen

FROM: Elvis Dhima, P.E., Development Services Director

DATE: January 27, 2026

RE: Acceptance of the 2026 Exotic Aquatic Plant Control Grant from NHDES

Attached please find the Grant Agreement from the New Hampshire Department of Environmental Services (NHDES) for the acceptance of the Exotic Aquatic Plant Control Grant. With this grant, the Town will receive a 50% cost match in 2026 for the DASH (Diver Assisted Suction Harvesting) services and the Herbicide (chemical) treatment for Robinson and Ottarnic Ponds.

The Town portion of the costs will come from the Conservation Commission Professional Services budget (Acct. # 5586-252). The total grant amount will be for up to \$47,990.00, and will be broken down as follows:

**DASH Work:**Total DASH Cost: *up to* \$ 26,350.00Grant Award: \$ 13,175.00

Town Cost: \$ 13,175.00

**Herbicide (Chemical) Treatment:**

Total Treatment Cost: \$ 69,630.00

Grant Award: \$ 34,815.00

Town Cost: \$ 34,815.00

Contractor: Aqualogic

Contractor: SOLitude Lake Management, LLC

**Motion:**

**To accept the Exotic Aquatic Plant Control Grant for up to \$47,990.00 from the NHDES for Diver Assisted Suction Harvesting services and Herbicide treatment for Robinson and Ottarnic Ponds, for the spring/summer of 2026.**

RECEIVED  
 JAN 22, 2026  
 BOS AGENDA



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

Robert R. Scott, Commissioner



December 31, 2025

Town of Hudson  
c/o Doreena Stickney and Elvis Dhima

Dear Ms. Stickney and Mr. Dhima:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2026. Below is a breakdown of total project cost(s), grant award (up to 50% of project costs), and costs to be incurred by local entities.

	Herbicide Treatment	Diver/DASH
Total Cost	\$69,630 (Up to 16.5 acres in Robinson and 40 acres in Otternic)	\$26,350 (Up to 15 days of DASH)
Grant Award	\$34,815	\$13,175
Local Cost	\$34,815	\$13,175
Service Provider	SOLitude Lake Management, LLC	Aqualogic

**Total Grant Award: Up to \$47,990**

NHDES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2026.

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

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

- Grant Agreement:** Please have the appropriate person in your organization, who is authorized to sign on behalf of the organization:
  - complete lines 1.11 and 1.12 of the Grant Agreement.
  - This same person must initial and date the bottom right corner of each of the three pages of this document (there are no lines, but somewhere down in the bottom right corner of each page is fine)
  - The original inked document must be sent to NHDES by snail mail.
- Exhibits:** Each of the pages in the Exhibits A-C document must be initialed and dated, on the bottom right, by the same person who completed the Grant Agreement in #1 above and should have the same date as that for when the Grant Agreement was signed. The original inked document must be sent to NHDES by snail mail.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-7894 TDD Access: Relay NH 1-800-735-2964

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

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

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

**Items #1-3 should be completed, and the original inked documents returned to my attention at the address listed in the footer of the letterhead, at your earliest convenience, but no later than February 13, 2026.**

**Item #4 can be emailed to me at Georgia.E.Bunnell@des.nh.gov.**

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

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

I will be working on preparing and/or updating (as appropriate) a long-term management plan for your waterbody. Once it is fully drafted, I will be sending it to you electronically for review. In late February, I will

be sending it to the contractor(s) who will be performing the control actions for your waterbody, so they can use it for planning purposes.

If you have not already done so, please confirm with the contractor(s) listed in the table above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2026.

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

Sincerely,

A handwritten signature in cursive script that reads "Georgia Bunnell".

Georgia Bunnell  
Exotic Species Program Coordinator



## GRANT AGREEMENT

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

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Hudson		<b>1.4. Grantee Address</b> 12 School Street, Hudson, NH 03051	
<b>1.5 Grantee Phone #</b> 603-886-6008	<b>1.6 Account Number</b> 442010-1430-073	<b>1.7. Completion Date</b> December 31, 2026	<b>1.8. Grant Limitation</b> \$47,990
<b>1.9. Grant Officer for State Agency</b> Georgia Bunnell		<b>1.10. State Agency Telephone Number</b> 603-271-2248	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
<b>By:</b>		<b>Assistant Attorney General, On:</b> /     /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
<b>By:</b>		<b>On:</b> /     /	

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

Initials: E2A  
Date: 11/8/26

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

Initials: EZO  
Date: 1/8/86

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

Initials: E20  
Date: 1/8/26

**ATTACHMENT A  
BUDGET ESTIMATE  
TOWN OF HUDSON**

**DIVING/DIVER ASSISTED SUCTION HARVESTING – ROBINSON AND OTTERNIC PONDS**

<b>Item/Service</b>	<b>Cost</b>
15 days of DASH work (\$1,750/day)	\$26,250
One time set up fee	\$100
<b>Total</b>	<b>\$26,350*</b>

\*NHDES will pay 50% of the total project cost, up to \$13,175.

**HERBICIDE – ROBINSON POND**

<b>Item/Service</b>	<b>Cost</b>
State permitting	\$1,590
Milfoil herbicide treatment	\$16,190
Fanwort herbicide treatment	\$8,780
Residue sampling	\$5,700
Post-treatment survey	\$1,050
State reporting	\$1,000
<b>Total</b>	<b>\$34,310*</b>

\*NHDES will pay 50% of the total project cost, up to \$17,155.

**HERBICIDE – OTTERNIC POND**

<b>Item/Service</b>	<b>Cost</b>
State permitting	\$1,550
Sonar herbicide treatment #1	\$6,590
Sonar herbicide treatment #2	\$11,390
Sonar herbicide treatment #3	\$8,390
Residue sampling	\$4,860
Post-treatment survey	\$1,000
State reporting	\$1,000
<b>Total</b>	<b>\$35,320</b>

\*NHDES will pay 50% of the total project cost, up to \$17,660.

**EXHIBIT A  
SPECIAL PROVISIONS  
TOWN OF HUDSON**

There are no special provisions.

Initials: E2D  
Date: 1/8/26

**EXHIBIT B  
SCOPE OF SERVICES  
TOWN OF HUDSON**

1. The Town of Hudson is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Georgia Bunnell of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil and fanwort, both invasive aquatic plants, have become a nuisance problem in various portions of Robinson and Otternic Ponds, and the grantee is seeking grant funds to assist in control efforts in 2026.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For the diver work in 2026, the grantee will ensure that the diver(s) perform(s) the following tasks:

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

For herbicide treatment in 2026, the grantee will ensure that SÖlitude Lake Management performs the following tasks:

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

Initials: EZD  
Date: 1/18/26

4. NHDES will provide monetary support to you as outlined in Exhibit C.

Should the cost of projects be lower than the bids for those projects, remaining grant funds may be used to match costs associated with other NHDES approved exotic aquatic plant control projects in the above referenced waterbody.

Initials: E20  
Date: 1/8/26

**EXHIBIT C  
PAYMENT TERMS  
TOWN OF HUDSON**

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to \$47,990, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

NH Department of Environmental Services  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
Attn: Georgia Bunnell, Watershed Management Bureau

Invoices may also be emailed to [Georgia.E.Bunnell@des.nh.gov](mailto:Georgia.E.Bunnell@des.nh.gov), upon receipt from the vendor.

Invoices shall be approved by the Grant Officer before payment is processed.

Initials: E2D  
Date: 11/8/26



## CERTIFICATE

I, Roy E. Sorenson, Town Administrator of the Town of Hudson, do hereby certify that:

- (1) I am the duly elected Town Administrator;
- (2) at the meeting held on 27 January 2026, the Hudson Board of Selectmen voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Hudson Board of Selectmen further authorized the Elvis Dhima, P.E., Development Services Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Elvis Dhima, P.E., Development Services Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Administrator of the Town of Hudson of the Organization, this 27 day of January, 2026.

---

Roy E. Sorenson, Town Administrator

**PUBLIC HEARING  
AQUATIC PLANT CONTROL**

Pursuant to RSA 31:95-b and in accordance with Article 36 of the March 12, 1994 Town Meeting, the Hudson Board of Selectmen shall hold a public hearing in conjunction with its regularly scheduled meeting on January 27, 2026 which starts at 7:00 p.m. and is held in Board of Selectmen's Room, 12 School Street, Hudson, NH, to accept a grant up to \$47,990.00 from the New Hampshire Department of Environmental Services for the exotic aquatic plant control project at Robinson Pond and Ottarnic Pond. Any Hudson, NH resident who wishes to speak on this matter is invited to attend.

Roy E. Sorenson  
Town Administrator

Telegraph 18 February run 1x



**TOWN OF HUDSON**  
**Development Services Department**  
12 School Street  
Hudson, New Hampshire 03051

Elvis Dhima, Development Services Director  
edhima@hudsonnh.gov · Tel: 603-886-6008 · Fax: 603-816-1291

INTEROFFICE MEMORANDUM

TO: Roy Sorenson, Town Administrator  
Board of Selectmen Chairman

FROM: Elvis Dhima, P.E., Development Services Director

DATE: January 27, 2026

RE: Contract Approval for DASH and Herbicide Treatment for removal of  
milfoil at Ottarnic and Robinson Ponds

Attached please find the contract agreements for Solitude Lake Management for the herbicide treatment, and Aqualogic for the DASH (Diver Assisted Suction Harvesting) work, to be done at Robinson and Ottarnic Ponds this summer.

The contractors were selected by the NHDES, and the services are covered by the Exotic Aquatic Plant Control Grant for a 50% cost match up to \$47,990.00.

**First Motion:**

**To assign the Development Services Director as the principal for this grant and contract.**

**Motion:**

**To approve and sign the attached 2026 contracts for:**

- Solitude Lake Management for herbicide treatment for Robinson and Ottarnic Pond up to \$69,630.00.
- Aqualogic for DASH work for both Robinson and Ottarnic Ponds up to \$26,350.00.

**The cost for these contracts will be covered by the NHDES Exotic Aquatic Plant Control Grant at a 50% cost match, up to \$47,990.00, and the Town portion will be covered through the Conservation Commission Professional Services account (Acct. # 5586-252).**

## SERVICES AGREEMENT

PROPERTY NAME: **Robinson Pond - Hudson, NH**

CUSTOMER NAME: **Town of Hudson - Robinson Pond**

SERVICE DESCRIPTION: The scope of work described below includes services for performing a **PROCELLACOR EC™ (Florpyrauxifen-benzyl) & Flumioxazin** herbicide treatment(s) to control invasive variable **milfoil** and **fanwort** in **Robinson Pond** during the **2026** season.

EFFECTIVE DATE: December 4, 2025

SUBMITTED TO: Doreena Stickney - Administrative Coordinator

SUBMITTED BY: Pete Beisler, Senior Aquatic Specialist

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. PAYMENT. SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly



covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

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

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

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

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

**Town of Hudson - Robinson Pond**

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

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

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

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

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

***Task 2 through 7 Approval Signature***

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

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

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

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

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

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

***Please Mail All Notices and Agreements to:***

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**





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

### **Task 1: State Permitting:**

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

### **Customer Responsibilities:**

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

### **Task 2: Milfoil Herbicide Treatment:**

1. SOLitude will perform initial chemical treatment of **up to 16.5 acres** with **Procellacor EC™** in **early June or July/August** - inclusive of required certified mailings to a maximum of **55** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.

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

### **Task 3: Herbicide Residue Testing:**

1. SOLitude will perform herbicide residue testing in **July-September**, assuming **2** sampling rounds and analysis of up to **6** samples total is required.

### **Task 4: Fanwort Herbicide Treatment:**

1. SOLitude will perform initial chemical treatment of **up to 16.5 acres** with **flumioxazin** in **late June or July/August** - inclusive of required certified mailings to a maximum of **55** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.



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

**Task 5: Herbicide Residue Testing:**

1. SÖLitude will perform herbicide residue testing in **July/September**, assuming **2** sampling rounds and analysis of up to **6** samples total is required.

**Task 6: Post-Treatment Survey:**

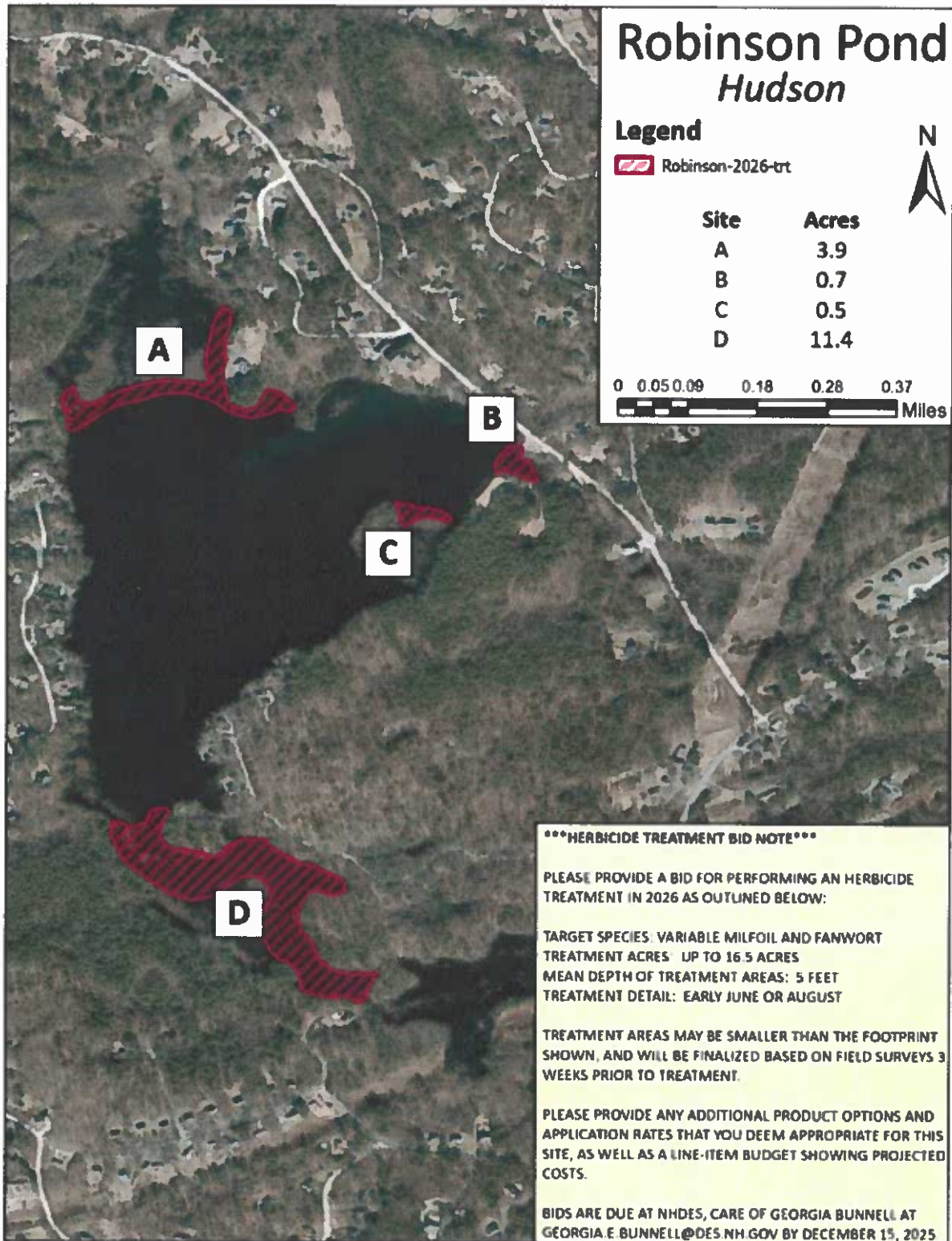
1. SÖLitude will perform a post-treatment survey in approximately **August/October**, after the completion of the herbicide treatment(s), to assess the treatment impacts and successes.

**Task 7: State Year-End Reporting:**

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

**General Qualifications:**

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





### SCHEDULE B – PRICING SCHEDULE

**Total Price (maximum): \$34,310.00** Price is valid for 60 days from the Effective Date. SOLitude shall invoice the Customer following completion of each Task Service. If the entire contract **cannot** be signed at this time, please sign the **"Task 1: Permit Application Approval"** (this will allow SOLitude to start compiling the permit application to submit to the State as early as possible. **The necessity of Task 2 through Task 7 is to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.**

Due upon completion of each Task:

<b>Task 1:</b> State Permitting	\$1,590.00	(March/April)
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#### **Optional Services:**

<b>Task 2:</b> Milfoil Herbicide Treatment (max)	\$16,190.00	(early June, July or August)
<b>Task 3:</b> Residue Sampling (max)	\$2,700.00	(July/September)

- The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SOLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$300.00/sample analyzed and \$450.00-\$500.00 per sample collection round.)

<b>Task 4:</b> Fanwort Herbicide Treatment (max)	\$8,780.00	(late June, July or August)
<b>Task 5:</b> Residue Sampling (max)	\$3,000.00	(July/September)

- The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SOLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$350.00/sample analyzed and \$450.00-\$500.00 per sample collection round.)

<b>Task 6:</b> Post-Treatment Survey	\$1,050.00	(August/October)
<b>Task 7:</b> State Reporting	\$1,000.00	(November)

## SERVICES AGREEMENT

PROPERTY (WATERBODY) NAME: **Otternic Pond – Hudson, NH**

CUSTOMER NAME: **Town of Hudson - Otternic Pond (02148)**

SERVICE DESCRIPTION: The scope of work described below includes services for performing **Sonar Genesis (Fluridone)** herbicide treatment(s) to control invasive **curly-leaf pondweed, variable milfoil & fanwort** in **Otternic Pond** during the **2026** season.

EFFECTIVE DATE: December 10, 2025

SUBMITTED TO: Doreena Stickney - Administrative Coordinator

SUBMITTED BY: Pete Beisler, Senior Aquatic Specialist

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly





covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. **RIGHT TO SUBCONTRACT.** The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. **E-VERIFY.** SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]





By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

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

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

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

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

**Town of Hudson - Otternic Pond**

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

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

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

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

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

***Task 2 through 7 Approval Signature***

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

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

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

**SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202**

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

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

***Please Mail All Notices and Agreements to:***

**SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451**



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

### **Task 1: State Permitting:**

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

### **Customer Responsibilities:**

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

### **Tasks 2, 3 & 4: Herbicide Treatments:**

1. SÖLitude will perform chemical treatments of **up to 40 acres (whole pond)** with **Sonar Genesis (fluridone)** in **May, June & June/July** - inclusive of required certified mailings to a maximum of **50** abutters and publication of **2** newspaper legal notices; all labor, chemical & equipment needed for the treatment.

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

### **Task 5: ALL Herbicide Residue Testing:**

1. SÖLitude will perform herbicide residue testing **June- August**, assuming **2 sampling rounds** and analysis of **up to 4** samples total **per treatment** is required. A **grand total** of approximately **6 sampling rounds** and **12 samples** will be taken during the treatment program.

### **Task 6: Post-Treatment Surveys:**

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

### **Task 7: State Year-End Reporting:**

1. An end of the year report will be prepared and provided to the State, as required by the permit.



2. The year-end report is anticipated to be completed and provided in **November**.

General Qualifications:

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



### **SCHEDULE B – PRICING SCHEDULE**

**Total Price (maximum): \$35,320.00** Price is valid for 60 days from the Effective Date. SOLitude shall invoice the Customer following completion of each Task Service. If the entire contract **cannot** be signed at this time, please sign the **"Task 1: Permit Application Approval"** (this will allow SOLitude to start compiling the permit application to submit to the State as early as possible. **The necessity of Task 2 through Task 7 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.**

Due upon completion of each Task:

<b>Task 1:</b> State Permitting	\$1,550.00	(March/April)
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**Optional Services:**

<b>Task 2:</b> Sonar Herbicide Treatment #1 (max)	\$6,590.00	(May)
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<b>Task 3:</b> Sonar Herbicide Treatment #2 (max)	\$11,390.00	(June)
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<b>Task 4:</b> Sonar Herbicide Treatment #3 (max)	\$8,930.00	(June/July)
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<b>Task 5:</b> ALL Residue Sampling (max)	\$4,860.00	(June/August)
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- The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SOLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$180.00/sample analyzed and \$450.00-\$500.00 per sample collection round.)*

<b>Task 6:</b> Post-Treatment Survey(s)	\$1,000.00	(July/October)
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<b>Task 7:</b> State Reporting	\$1,000.00	(November)
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## Contract for Services

(Robinson and Ottarnic Ponds, Hudson NH)

THIS Contract between Aqualogic Inc., Milfoil Contractor, Johnsburg NY (referred to as "Aqualogic" from here) and the Town of Hudson, Hudson NH (referred to as "TOWN OF HUDSON" from here) for 2026.

- 1) Services: TOWN OF HUDSON together with the New Hampshire Department of Environmental Services (NHDES), shall have the sole authority to dictate direction of the work covered by this Contract, that is to be completed by Aqualogic as authorized by current NHDES plant removal permit(s) issued to the TOWN OF HUDSON, a copy of which will be furnished to Aqualogic at least thirty (30) days prior to the commencement of work. Services will consist of Aqualogic's "Diver/DASH day" as defined below:

### Diver/DASH Day

Description of Diver/DASH day:

- Each workday includes up to 2 hours of preparation, area survey and clean up, and 6 hours of total dive time. Tenders record when the diver enters and exits the water.

Team Information:

Number of Divers

3

Personnel Info:

- The work crew consists of 3 on-site personnel. All personnel are PADI Weed Control Certified, Open Water Certified and First Aid/CPR AED Certified.
  - Personnel Certifications – Divers are Open Water and Weed Control Certified. All team members are CPR/AED/First Aid trained and certified per OSHA regulations. Aqualogic is approved by the NHDES and meets all local and federal regulations.
- 2) Diver/DASH Day Rate: TOWN OF HUDSON shall pay the Aqualogic for its services a fee of One Thousand Seven Hundred Fifty dollars (\$1750.00) per day for up to Fifteen (15) days of work with a one-time set up fee of One Hundred dollars (\$100.00) payable within thirty (30) days of TOWN OF HUDSON's receipt of Aqualogic's invoice.
  - 3) Contract Period: Work shall commence on or after May 15, 2026 and finish before September 30, 2026. The TOWN OF HUDSON may extend the term of this contract at the rate above based on the availability of Aqualogic Divers. All scheduled work must be preapproved by Amy Smagula from the NHDES, and Elvis Dhima, the Town Engineer, prior to work being done.
  - 4) In case of inclement weather or equipment failure, TOWN OF HUDSON will only be charged for days worked.

- 5) Payment cycle: The TOWN OF HUDSON shall pay Aqualogic according to the following schedule of payment, the total contract amount of which shall not exceed \$26,350.00.
- 6) Down Payment: The TOWN OF HUDSON shall pay Aqualogic a down payment of Five Thousand Dollars (\$5,000.00) on or before April 1<sup>st</sup>, 2026.
- 7) Down Payment Refund: Aqualogic shall return the down payment of \$5,000.00 to the TOWN OF HUDSON if:
  - A. The NHDES notifies Aqualogic that no milfoil was found, and all surveys are complete for the season.
  - B. Aqualogic does not complete any Diver/DASH Days in Robinson Pond or Otternic Pond within the contract period as stated in #3 of this contract.
- 8) Aqualogic shall submit invoices to the TOWN OF HUDSON on a weekly basis, calculated in half day, full day increments. Invoices shall include harvest reports for each day worked and a harvest map for the week. Payment shall be made within thirty (30) days of acceptance of a complete invoice. Harvest reports shall comply with the terms of conditions of the NHDES permit.
- 9) Aqualogic (including agents and employees) is not an employee of TOWN OF HUDSON and is not entitled to any benefits or other payments associated with an employer-employee relationship. Aqualogic is solely responsible for worker's compensation insurance and other insurances that apply to performance under this contract. Aqualogic is responsible for any and all licenses and permits required under state or federal law for any operations carried out under this contract, except for the DES permit obtained by the TOWN OF HUDSON.
- 10) This contract may not be assigned.
- 11) This contract shall be governed by the laws of the State of New Hampshire and federal law and regulations. Aqualogic follows all Commercial Diving OSHA regulations.
- 12) This contract contains the entire understanding of the parties and may not be amended or changed except by written instrument signed by the parties.
- 13) Invoices: Aqualogic will submit invoices, harvest reports and harvest maps to the TOWN OF HUDSON. Payment of invoices will be accomplished upon of presentation of invoices according to the schedule above.

CONTRACTOR: Aqualogic, Inc.  
HUDSON

1/21/26



Name: Dominic Jude

Title: President

*I have authority to bind the Company.*

CLIENT: TOWN OF

Name:

Title:

Duly Authorized



Robinson and Otternic Ponds (Hudson NH) 2026 DASH Bid

- 1.) Team Information Cost

\$ 1200.00/day

Number of Divers

3

Personnel Info:
  - The work crew consists of 3 on-site personnel. All personnel are PADI Weed Control Certified, Open Water Certified and First Aid/CPR AED Certified.
  - Team cost remains the same for DASH and BASIC Dive services
- 2.) Equipment Cost per service

\$550.00/day
- 3.) Cost per DASH Day

\$550.00 + \$1200.00

\$1750.00
- Description of **DASH Day**:
  - Each workday includes up to 2 hours of preparation, area survey and clean up, and 6 hours of total dive time. Divers use Aqualogic’s DASH boat to suction harvest invasive aquatic plants marked by the NHDES.
- 4.) One Time Set Up Fee

\$100.00
- 5.) Estimated Project Cost:
  - 15 DASH Days

\$26,250.00
  - One Time Set Up Fee

\$100.00
  - Total**

\$26,350.00
- Note: A down payment of \$5,000.00 is required to schedule work in 2026 and must be received by Aqualogic HQ on or before April 1, 2026. We will send you a contract and invoice for the down payment shortly after acceptance of this bid.**
- Thank You!



## TOWN OF HUDSON

### Development Services Department

12 School Street  
Hudson, New Hampshire 03051

Elvis Dhima, P.E., Development Services Director  
edhima@hudsonnh.gov · Tel: 603-886-6008 · Fax: 603-816-1291

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

From: Elvis Dhima, P.E., Development Services Director

Date: January 16, 2026

Re: Belknap Road Extension – Right of Way Purchase

**Recommended Motion:** To approve the purchase of the necessary right-of-way, permanent easements, and temporary easements for properties located at 76 and 88 Lowell Road in the amounts of \$120,000 and \$90,000, respectively. Funding shall be appropriated from Corridor Funds 2070-000-701 (Zone 1 Traffic Improvements) and 2070-000-702 (Zone 2 Traffic Improvements), as recommended by the Planning Board and the Development Services Director.

**Background:** In 2019, the Planning Board launched a comprehensive assessment of Lowell Road and County Road to address long-standing traffic and safety challenges. The study evaluated several improvement scenarios and identified the most effective long-term solution as construction of a new road segment connecting Belknap Road to Lowell Road.

Since that time, the project has advanced steadily and is now in the final stages of design and permitting, including the Dredge and Fill Permit and National Environmental Policy Act (NEPA) review. As part of advancing the project to a shovel-ready status, the Town completed the required right-of-way analysis, which identified impacts to two properties only—76 and 88 Lowell Road—totaling approximately 27,758 square feet for right-of-way, permanent easements, and temporary easements.

The Town retained a third-party appraiser to value all required property interests, with a combined appraised value of \$210,000. In January 14, 2026, the Planning Board recommended an expenditure of up to \$260,000 to the Board of Selectmen to cover acquisition costs and related expenses. To date, \$47,500 has been expended for property valuations and associated professional services.

**Funding:** 2070-000-701 Zone 1 Traffic Improvements 1,019,045.70, as of 1/16/2026  
2070-000-702 Zone 2 Traffic Improvements 234,863.10, as of 1/16/2026

RECEIVED  
JANUARY 21, 2026  
BOS AGENDA





## TOWN OF HUDSON

### Development Services Department

12 School Street  
Hudson, New Hampshire 03051

Elvis Dhima, P.E., Development Services Director  
edhima@hudsonnh.gov · Tel: 603-886-6008 · Fax: 603-816-1291

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

From: Elvis Dhima, P.E., Director of Development Services

Date: January 12, 2026

RE: Status Update on the Town Hall Improvement and Available Properties

#### Background

At its October 2025 meeting, the Board of Selectmen authorized staff to evaluate Town-owned properties for potential suitability as a future Town Hall location and request that NorthPoint provides an estimate related to improving ADA accessibility at the current Town Hall. Following a full review, only two municipal parcels were identified as possible candidates. A summary of each is provided below.

#### 162 Ferry Street

##### Pros:

- Serviced by Town water and natural gas
- Approx. 4.7 acres of buildable area

##### Cons:

- No Town sewer; extension estimated at ~\$500,000
- Former illegal dumping area; asbestos mitigation potentially ~\$500,000
- Challenging roadway geometry and site topography

#### 194 Derry Street

##### Pros:

- Frontage on Webster Street
- Serviced by Town water, sewer, and natural gas
- Approx. 3.8 acres of buildable area
- No known environmental or historical concerns

##### Cons:

- Long, narrow parcel configuration
- Located ~1.7 miles from existing Town Hall and off major corridors
- Would benefit from acquiring a portion of 209 or 217 Webster Street (estimated \$200,000–\$600,000)

**RECEIVED**  
**JANUARY 21, 2026**  
**BOS AGENDA**

### **Recommended Steps related to Property Evaluation for new Town Hall**

To ensure a comprehensive assessment before determining a final direction, staff recommends expanding the search to include privately owned parcels along major corridors that:

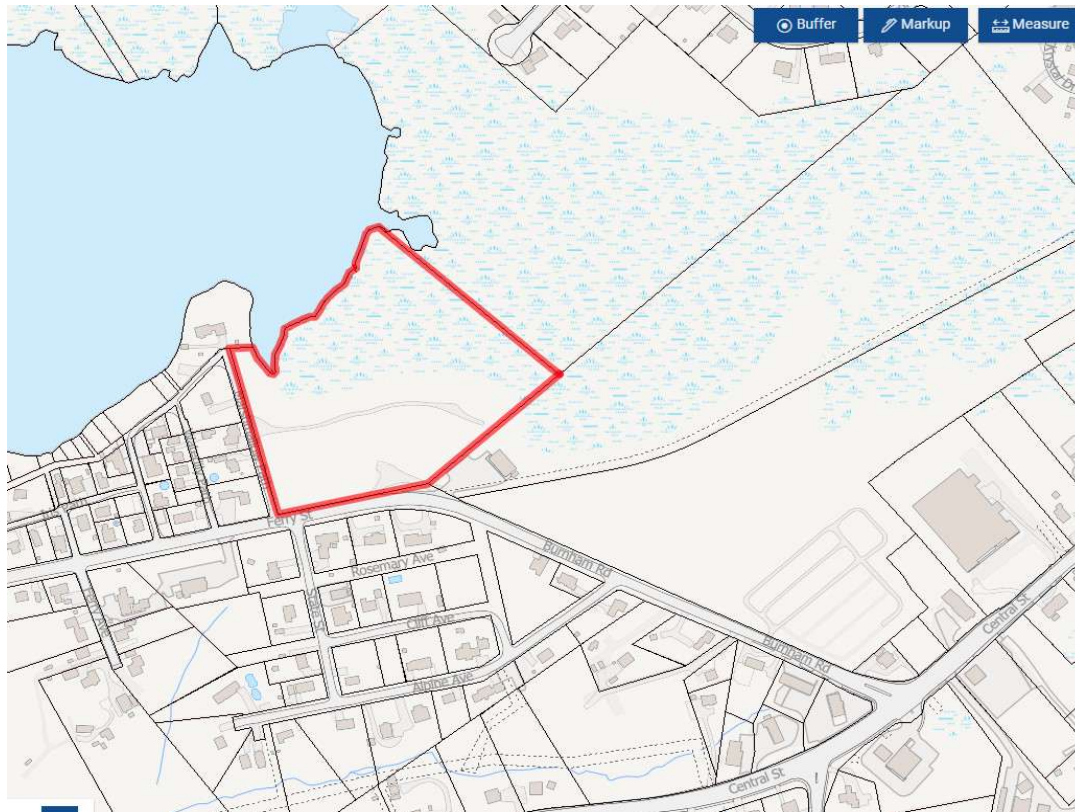
- Have Town water, sewer, and natural gas service
- Present no known environmental challenges
- Provide adequate size and site layout for a future Town Hall

Staff will report findings back to the Board upon completion of this expanded review.

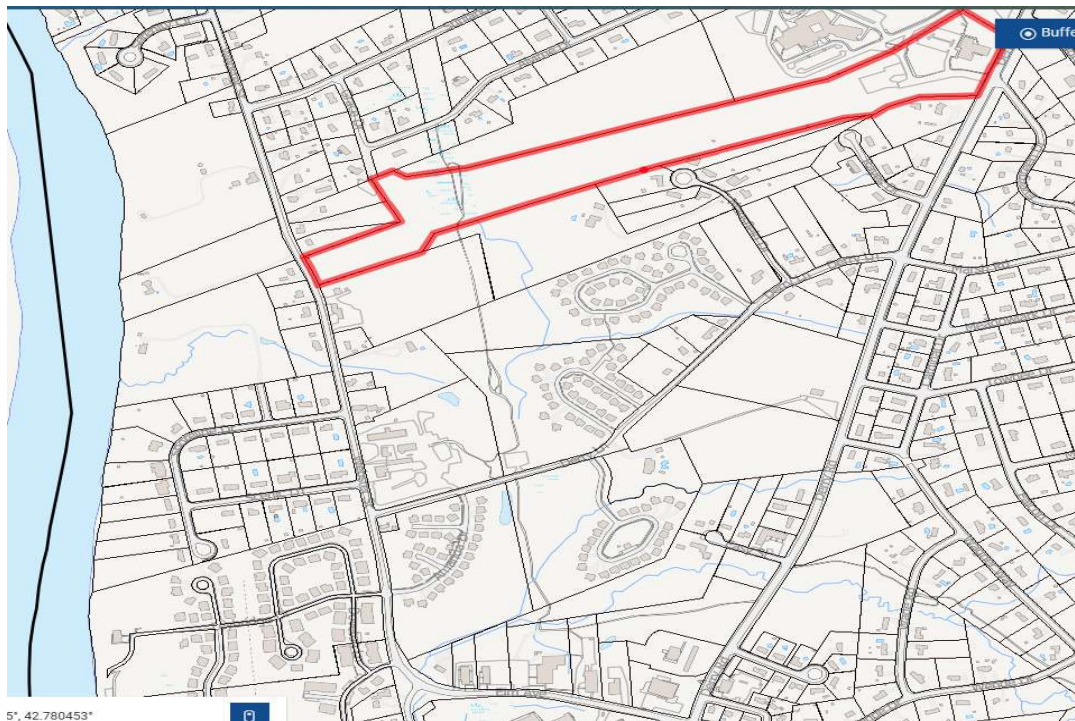
In addition, NorthPoint has also completed a cost evaluation for improving ADA accessibility at the current Town Hall. Their complete summary report is attached, while below is an executive summary of ADA improvements and cost on the first and second floor.

New limited use / limited application lift (BOS meeting room access)	\$45,000
Stair Lift removal and replacement (Buxton room access)	\$25,000
Countertops ADA for Building / Water / Assessing/ Clerks	\$60,000
Bathroom update on the first floor and basement by BOS	\$120,000

## 162 Ferry Street



## 194 Derry Road





## ROUGH ORDER OF MAGNITUDE PROPOSAL

Mr. Elvis Dhima, P.E.  
c/o The Town of Hudson  
Engineering Department  
12 School Street  
Hudson, NH 03051

December 12, 2025

### **RE: Town Hall Building Assessment and Cost Analysis for ADA Compliance**

Dear Elvis,

We are pleased to provide this Rough Order Proposal for a potential remodel to the existing building, in order to have the existing Town Hall meet current ADA codes, as best possible. This proposal is based on the Feasibility Assessment Study that NorthPoint had completed under separate contract back in July of 2025

Proposed Recommendation Options labeled as items 1 through 6. Proposed Recommendation Options, attached as Exhibit A and B, and Color Coded for your reference.

We have outlined our scope of work below at your request for each of these areas for the Town Hall renovations. The Scope of work will include everything mentioned below for full Design plans and construction but as noted at the end of this proposal, will be phased into various Categories.

#### **Area 1:**

Existing ADA LULA to be removed and a new updated current system to be installed. This system will still only allow handicapped individuals to enter in from the current, noncompliant ADA ramp that leads into the current Building Department entrance. Once in the building, they would then be able access this new LULA, bringing them down to the lower level of the current facility.

All of the work noted above would include everything from the demolition, removal and disposal of the current unit, all power and alarm systems currently in place to be disconnected and reconnected to the new LULA, the cost of the new LULA unit, and all patching and painting of existing walls and steel stairs or railings, patching of any existing floor materials or baseboards.

**Anticipated or Expected Cost = \$ 42,700.00**

#### **Area 2:**

Existing ADA Stair Lift (Chair) to be removed and a new updated current system to be installed. This system will still only allow handicapped individuals to enter in from the current, noncompliant ADA ramp that leads into the current Building Department entrance. Once in the building, they would then be able access this new Stair Lift, bringing them down to the lower level of the current facility and only into the Buxton Room and the lower-level restrooms.

All of the work noted above would include everything from the demolition, removal and disposal of the current unit, all power and alarm systems currently in place to be disconnected and reconnected to the new Stair Lift unit, the cost of the new Stair Lift unit, and all patching and painting of existing walls and railings, patching of any existing floor materials or baseboards as best possible practices.

**Anticipated or Expected Cost = \$ 21,200.00**



**Area 3:**

Existing counters at the Vehicle registration counter, the Tax Assessor/Collector counter and the Building Department to be removed in preparation for new ADA compliant counters. This work would include the removal and re-install of the existing glass protection security walls.

All of the work noted above would include everything from the demolition, removal and disposal of the current millwork, all power, phones or security systems currently in place to be disconnected and reconnected to the existing server or IT closets, the cost for the fabrication of the new ADA counters, all patching and painting of existing walls, patching of any existing floor materials or baseboards as best possible practices. Reinstall the existing glass security protection at each location or departments mentioned.

*All final finishes will match as close as possible to the existing surrounds, but, given the age of many of the materials, they could possibly not be available any longer.*

**Anticipated or Expected Cost f = \$ 46,450.00**

**Area 4:**

The renovation to the existing Lower-Level single use restroom and converting it to Two separate, male and female ADA compliant restrooms. The intent will be to completely renovate that existing downstairs restroom and bring them up to ADA standards for size and conformance

All of the work noted above would include everything from the demolition, removal and disposal of the current walls, plumbing, ceilings, flooring, sawcut concrete, all power in place to be disconnected and reconnected for lighting and power, the cost for the fabrication of the new ADA counters, grab bars, accessories, all patching and painting of existing walls, patching of any existing floor materials or baseboards as best possible practices.

**Anticipated or Expected Cost f = \$ 62,700.00**

**Area 5:**

The renovation to the existing first floor single use, male and female restrooms and converting it to ADA compliant, male and female ADA restrooms. These two restrooms are slightly off for being compliant towards meeting current codes. Though not completely necessary, if the decision was made to alter these and modifications are made, it would affect this area greatly. Many of the existing walls around the adjacent office area need to be modified and will affect flow and usability greatly.

All of the work required, would be similar to AREA 4 above, and would include everything from the demolition, removal and disposal of the current walls, plumbing, ceilings, flooring, sawcut concrete, all power in place to be disconnected and reconnected for lighting and power, the cost for the fabrication of the new ADA counters, grab bars, accessories, all patching and painting of existing walls, patching of any existing floor materials or baseboards as best possible practices.

**Anticipated or Expected Cost f = \$ 56,900.00**

**Area 6:**

Existing closets at the Lower Level offices shall plan to be removed in preparation for new ADA compliant counters. This work would include the removal of the closets, along with fabrication and installation for new ADA compliant counters or desk area

All of the work noted above would include everything from the demolition, removal and disposal of the current millwork, all power, phones or security systems currently in place to be disconnected and reconnected to the existing server or IT closets, the cost for the fabrication of the new ADA counters, all patching and painting of existing walls, patching of any existing floor materials or baseboards as best possible practices. Reinstall the existing glass security protection at each location or departments mentioned.

*All final finishes will match as close as possible to the existing surrounds, but, given the age of many of the materials, they could possibly not be available any longer.*

**Anticipated or Expected Cost f = \$ 12,500.00**

## END OF SCOPE OF WORK

### **Assumptions & Clarifications:**

***Please keep in mind, we have made the listed assumptions and exclusions for each of the areas or categories listed above***

1. All work is to be completed during regular business hours and under the direction of the Town Administrator.
2. All Civil Engineering will be by others or an additional added cost to this scope of work.
3. Mechanical, Electrical, Plumbing, Life Safety, Security and Surveillance, Landscaping not part of these Permit Drawings and will be a separate cost or added to the Design / build cost approach, with each of the subcontractors, engaging in the construction project.
4. Adjacent Fire House is not included as part of the renovation/remodel, design plan.
5. Construction Costs will be provided based on approved permit drawings and at the current construction cost at the time of bids.
6. Construction Phase, Scheduling and Duration will be determined at the time of Construction Letter of Intent, when or if the project moves forward.

Please contact me at your earliest convenience should you have any questions regarding this proposal.

Sincerely,

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*Kristine Walker*

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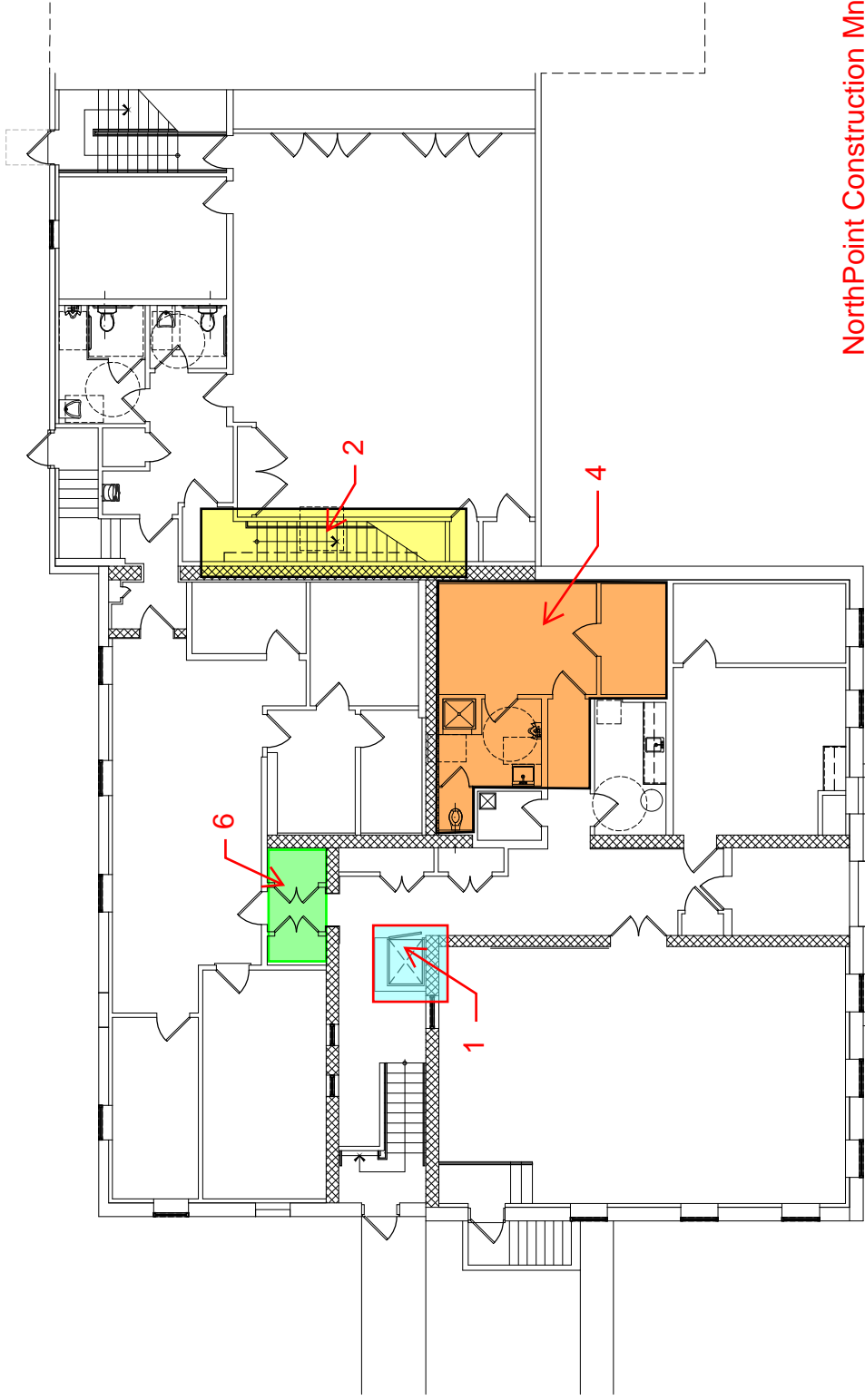
Kristine Walker  
Director, Architectural Design

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Approved / Accepted

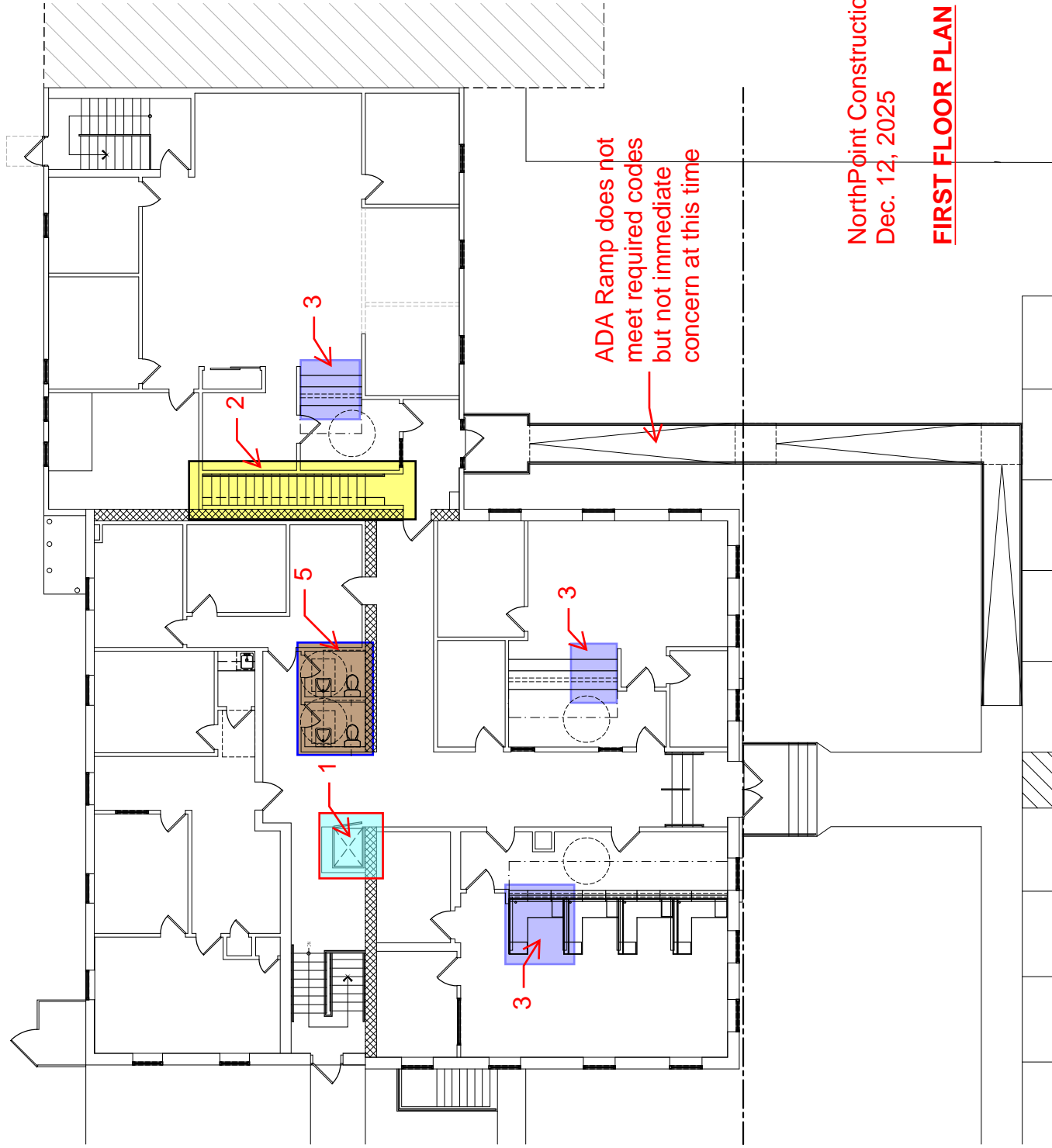
Date

Title



NorthPoint Construction Mngt  
Dec. 12, 2025

**LOWER LEVEL FLOOR PLAN**



NorthPoint Construction Mngt  
Dec. 12, 2025

**FIRST FLOOR PLAN**



Map/Lot	Location	Acres	Land Value	Building Value	Total Value	Water	Sewer	Gas	Current Status
100-002-000	26 WEST RD	38	\$1,222,000	\$294,600	\$1,516,600	No	No	No	Landfill
118-008-000	40 KIENIA RD	4.01	\$188,100	\$0	\$188,100	No	No	No	Open Space/Bad Shape
125-005-000	41 R BEECHWOOD RD	14	\$20,300	\$0	\$20,300	No	No	No	Wet / Landlocked /Conservation
125-006-000	ROBINSON RD	27.5	\$143,600	\$0	\$143,600	No	No	No	Wet / Landlocked /Conservation
130-005-000	49 ADAM DR	2.74	\$189,500	\$0	\$189,500	YES	YES	YES	Residential / Litchfield Town Line
135-004-000	52 ROBINSON RD	47	\$594,500	\$721,000	\$1,315,500	No	No	No	Wet / Landlocked /Conservation
138-089-000	194 DERRY RD	27.43	\$1,472,900	\$3,245,000	\$4,717,900	Frontage on Webster / 4.7 Ac / 1.7 miles away / (If we purchased Tax Map 147 Lot 11, aka 207-209 WebSter St, 9.06 AC, that would really give some capacity to this overall site location/ JM).			
142-024-000	10 R HAZELWOOD RD	46.28	\$239,100	\$0	\$239,100	No	No	No	Wet / Landlocked /Conservation
143-006-000	13 TIGER RD	43.7	\$168,459	\$0	\$168,459	No	No	No	Conservation
143-020-000	25 ROBINSON POND DR	6.2	\$201,200	\$0	\$201,200	No	No	No	Conservation
144-001-000	ROBINSON RD	12.21	\$23,300	\$0	\$23,300	No	No	No	Conservation/Wet
144-002-000	16 ROBINSON RD	30	\$332,400	\$0	\$332,400	No	No	No	Conservation
149-036-000	REAR SOUSA BLVD	6.459	\$35,300	\$0	\$35,300	No	No	No	Landlocked
160-031-000	49 RANGERS DR	3.013	\$90,600	\$0	\$90,600	YES	YES	YES	Residential /one big wet area/ wet basin /over two miles
160-048-000	70 RANGERS DR	29.148	\$716,000	\$0	\$716,000	YES	YES	YES	Forest /Residential area
161-040-000	9 INDUSTRIAL DR	10.53	\$730,700	\$63,600	\$794,300	YES	YES	YES	Recreational Area / limited to exevation
168-001-000	8 GREELEY ST	3.468	\$193,200	\$68,300	\$261,500	YES	YES	YES	Recreational Area /2 Acres - property split by a stream (No deed reference on record, will need \$\$ title work/JM)
169-002-000	36 WINDHAM RD	3.626	\$185,800	\$0	\$185,800	YES	YES	YES	Conservation / Part of Ranger Town Forest
169-003-000	WINDHAM RD	27.49	\$143,500	\$0	\$143,500	YES	YES	YES	Conservation / Forest by Petition
171-055-000	142 KIMBALL HILL RD	52.265	\$209,600	\$0	\$209,600	No	No	No	Conservation/Forest
172-001-000	150 R KIMBALL HILL RD	26.32	\$137,400	\$0	\$137,400	No	No	No	Conservation/Forest
174-106-000	49 R LEDGE RD	30.908	\$79,700	\$0	\$79,700	No	No	No	Conservation/landlocked / wet
175-017-000	79 HIGHLAND ST	5.069	\$126,400	\$0	\$126,400	BLDB area of 1.5 Ac / Power Lines/ Eversource Easement (No deed reference on record, will need \$\$ title work/JM).			
175-074-000	162 FERRY ST	9.428	\$283,400	\$0	\$283,400	4.7 Ac of bldbl area / Existing Playground / Previous dump ground/ Asbestos cant be ruled out/ Needs Site Work (See copies of deed prior submitted to you Elvis, outstanding mortgage discharge etc/JM).			
182-042-000	23 MAPLE AVE	9.3	\$241,000	\$0	\$241,000	YES	YES	YES	Merrill Park/ Deed Restrictions / 1.5 Ac of bldb area
185-040-000	23-27 KIMBALL HILL RD	165.81	\$487,300	\$888,300	\$1,375,600	YES	YES	YES	Benson Park / Deed Restriction
186-001-000	33 BEAR PATH LN	4.529	\$156,100	\$0	\$156,100	YES	YES	YES	Residential Area/ 2.5 miles

192-017-000	68 PELHAM RD	39.57	\$345,400	\$0	\$345,400
193-023-000	55 BUSH HILL RD	3.943	\$178,800	\$0	\$178,800
198-149-000	20 & 20 R COUNTY RD	4.4	\$578,200	\$0	\$578,200
203-068-000	25 SYCAMORE ST	5.761	\$181,600	\$43,800	\$225,400
204-031-000	66 GLEN DR	6.661	\$177,800	\$0	\$177,800
205-102-000	65 R PELHAM RD	139.8	\$151,400	\$0	\$151,400
211-066-000	62 BURNS HILL RD	19.824	\$271,700	\$0	\$271,700
219-003-000	67 TRIGATE RD	203.5	\$805,900	\$0	\$805,900
220-002-000	1 R WOODLAND DR	8.603	\$27,000	\$0	\$27,000
223-026-000	55 WASON RD	3.639	\$174,000	\$0	\$174,000
224-004-000	20 MUSQUASH RD	51.953	\$198,400	\$0	\$198,400
226-002-000	51 R TRIGATE RD	48.148	\$236,900	\$0	\$236,900
231-040-000	75 GOWING RD	10.078	\$140,400	\$0	\$140,400
235-007-000	25 DAVENPORT RD	11.833	\$34,300	\$0	\$34,300
235-008-000	288 R LOWELL RD	4.783	\$25,800	\$0	\$25,800
236-019-000	74 MUSQUASH RD	229.64	\$828,800	\$0	\$828,800
237-013-000	49 R GOWING RD	5.4	\$31,100	\$0	\$31,100
237-047-000	5 BROOK DR	6.531	\$142,300	\$0	\$142,300
243-034-000	R RICHMAN DR	18.077	\$59,000	\$0	\$59,000
248-076-000	9 GOWING RD	8.277	\$63,200	\$0	\$63,200
252-001-000	37 WINSLOW FARM RD	11.95	\$242,700	\$0	\$242,700
253-006-000	10 SCHAEFFER CIR	5.26	\$102,700	\$0	\$102,700
253-066-000	9 SCHAEFFER CIR	19.58	\$70,900	\$0	\$70,900

No

No

No

Conservation

No

No

No

Conservation/Wet

YES

YES

YES

Recreational Park / Field (Deed restrictions, has to be used as a "Memorial Park" or property reverst to heirs/JM)

YES

YES

YES

Sewer Flume / 1.5 Ac of bldb area (Deed restriction, can only be used for recreational purposes only/JM)

YES

YES

YES

Conservation / Green Space / Wet

No

No

No

Conservation/Wet

No

No

No

Landfill

No

No

No

Musquash Conservation Area

No

No

No

Musquash Conservation Area

No

No

No

Wet / Stream / bad lot layout

No

No

No

Musquash Conservation Area

No

No

No

Musquash Conservation Area

No

No

No

Conservation Area

YES

YES

YES

Conservation / Green Space / Wet

YES

No/ 1,800 ft

YES

Tough Access / 3.5 miles

No

No

No

Musquash Conservation Area

No

No

No

Conservation Area

No

No

No

Conservation Area

No

No

No

Conservation Area / Wet / Adjacent to New England Forest

No

No

No

Conservation Area / Wet

No

No

No

Conservation Area / Wet

No

No

No

Conservation Area / Wet

No

No

No

Conservation Area / Wet

**TOWN OF HUDSON****Office of the Town Administrator**

12 School Street  
Hudson, New Hampshire 03051

---

Roy E. Sorenson, Town Administrator  
rsorenson@hudsonnh.gov · Tel: 603-886-6024 · Fax: 603-598-6481

To: Board of Selectmen  
From: Roy E. Sorenson, Town Administrator  
Date: January 22, 2026  
Re: Benson Park

**Discussion:**

Selectman Jakoby has asked that I put an agenda item on for Benson Park to discuss some of the ongoing activities and/or requests recently received. Myself, Elvis Dhima, and Selectman Jakoby met last week to consider items that have come up at the Benson Park Advisory Committee meetings, BOS meetings, notwithstanding the Friends of Benson Park. I would surmise that we touch on some of the urgent items and/or develop a preliminary expectation of advancing discussions at future meetings.

RECEIVED  
JAN 22, 2026  
BOS AGENDA



## TOWN OF HUDSON

### Office of the Town Administrator

12 School Street  
Hudson, New Hampshire 03051

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Roy E. Sorenson, Town Administrator  
rsorenson@hudsonnh.gov · Tel: 603-886-6024 · Fax: 603-598-6481

To: Board of Selectmen  
From: Roy E. Sorenson, Town Administrator  
Date: January 22, 2026  
Re: Annual Report

A handwritten signature in blue ink, appearing to read "Roy E. Sorenson", is written over a light blue horizontal line.

#### ***Recommended Motion:***

***To dedicate the 2025 Annual Town Report to Dorothy Carey.***

#### **Discussion:**

Staff has been working diligently to complete their portions of the Annual Report and Administration has begun assembling the book accordingly. The Board of Selectmen typically receive a recommendation for consideration. After speaking with Senior Staff, it was suggested that this year's annual report be dedicated to Dorothy Carey who was employed with the Town of Hudson Police Department as the Executive Secretary to the Chief of Police. Mrs. Carey began her career with the town on October 12, 1987, and retired on June 27, 2014, after nearly 27 years of dedicated service. She passed away in September of 2025.

On another note, the Blue-Ribbon Committee that was assembled to review possible modifications to the annual report including condensing information has come forth with a consideration. They have determined that we could include the governance letter only for the Town Audit and direct people to our website via a QR code to see the full report. They also recommending doing the same with the deliberative session minutes.

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



# TOWN OF HUDSON

## Office of the Town Administrator

12 School Street  
Hudson, New Hampshire 03051

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Roy E. Sorenson, Town Administrator  
rsorenson@hudsonnh.gov · Tel: 603-886-6024 · Fax: 603-598-6481

To: Board of Selectmen  
From: Roy E. Sorenson, Town Administrator  
Date: January 22, 2026  
Re: December FY26 Revenue and Expenditures

***Informational:***

Attached hereto are the Revenue and Expenditure Reports for the Fiscal Year 2026 through the month of December. I have prepared a presentation to break down some of the areas we are watching closely through the first half of the year. The overall general fund budget less encumbrances is in line with the expected overall expenditure through the mid-point and or fifty percent (50%). Much of the overage at this point is attributed to encumbrances including contracts that are let at the beginning of the year. Some departments are running over due to retirement payouts and operational seasonal needs. Understanding that we will begin to look at the salaries with focus on the three largest departments i.e., Police, Fire, and Public Works.

RECEIVED NOV 05, 2025 BOS AGENDA
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# TOWN OF HUDSON NH

## TOWN ADMINISTRATION

December FY26 Revenues and Expenditures  
Board of Selectmen: January 27, 2026

# FY26 BUDGET REPORT

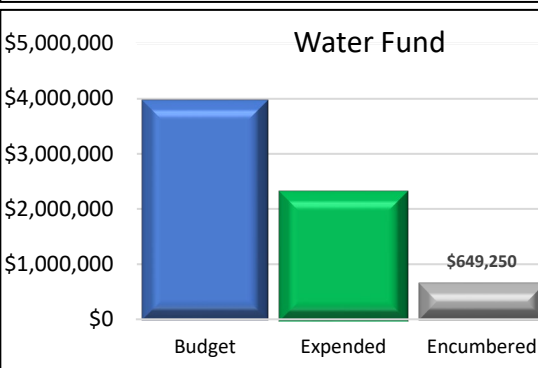
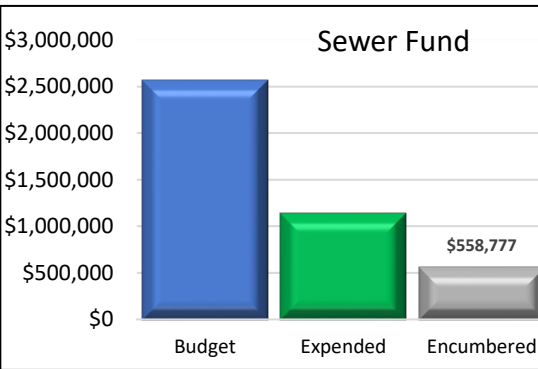
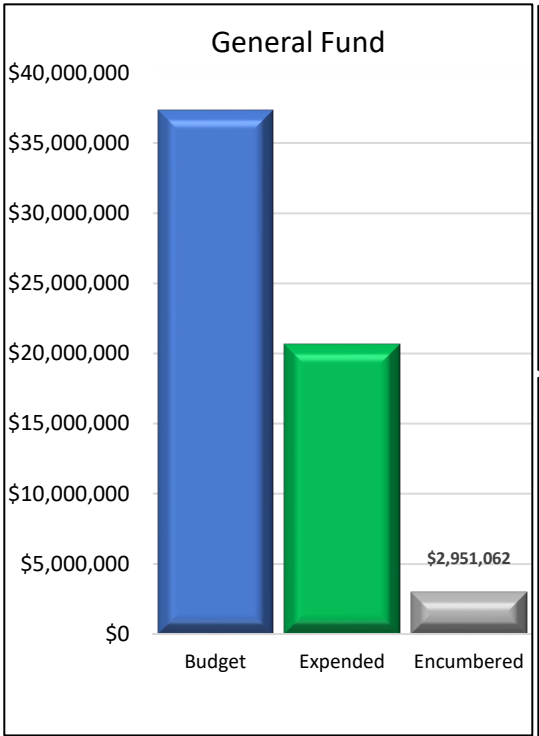


Town of Hudson, NH

Appropriations and Revenue Summary

Month Ending: December 31, 2025 - Report Run Date January 20, 2026

State #	Dept #	Department	Budget FY 2026	Prior Year Encumbered	Budget and PY Adjustmts	Available Appropriation	Expended To Date	Encumbered	Balance Available	% Expended
4520	5063	Benson Park Committee	1,100	0	0	1,100	0.00	0.00	1,100.00	0.000%
4199	5070	Municipal Budget Committee	800	0	0	800	0.00	0.00	800.00	0.000%
4140	5077	IT - Town Officers	5,535	0	0	5,535	254.00	0.00	5,281.00	4.589%
4199	5080	Ethics Committee	100	0	0	100	0.00	0.00	100.00	0.000%
Town Officers			673,230	38,381	0	711,611	368,513	3,836.42	339,261.41	52.3%
4130	5110	Board of Selectmen/Administrative	648,184.00	(34)	0	648,149.88	273,604.83	610.19	373,934.86	42.307%
4194	5115	Oakwood	2,275	0	0	2,275	1,730.46	0.00	544.54	76.064%
4194	5120	Town Hall Operations	109,006	0	0	109,006	59,982.44	1,559.47	47,464.09	56.457%
4442	5151	Town Poor	65,000	0	0	65,000	20,754.01	0.00	44,245.99	31.929%
4130	5177	IT - Town Administration	980	0	0	980	0.00	0.00	980.00	0.000%
Administration			825,445	(34)	0	825,411	356,072	2,170	467,169.48	43.4%
4153	5200	Legal	116,324	0	0	116,324	13,019.94	63,691.44	39,612.62	65.9%
4191	5277	IT - COMM DEVEL	7,000	0	0	7,000	2,713.66	0.00	4,286.34	38.8%
4150	5310	Finance Administration	214,282	(362)	0	213,920	111,530.65	16,955.13	85,433.78	60.063%
4150	5320	Accounting	375,237	(3)	0	375,234	136,020.67	1,170.96	238,042.42	36.562%
4150	5377	IT - Finance	3,245	0	0	3,245	0.00	0.00	3,245.00	0.000%
Finance			592,764	(365)	0	592,399	247,551	18,126	326,721.20	44.8%
4150	5330	Information Technology	896,210	43,040	0	939,250	318,942.61	53,099.55	567,208.01	39.611%
Information Technology			896,210	43,040	0	939,250	477,513	9,203	452,533.47	51.8%

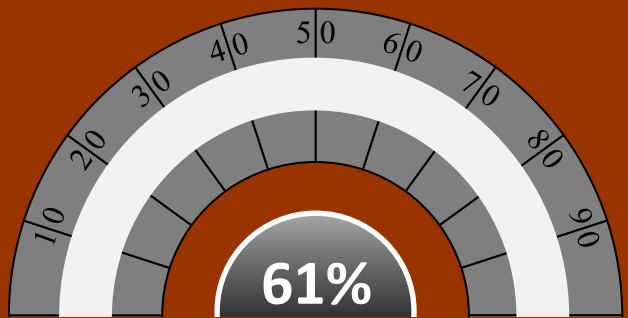


## EXPENDITURES

- JUL
- AUG
- SEP
- OCT
- NOV
- DEC
- JAN
- FEB
- MAR
- APR
- MAY
- JUN

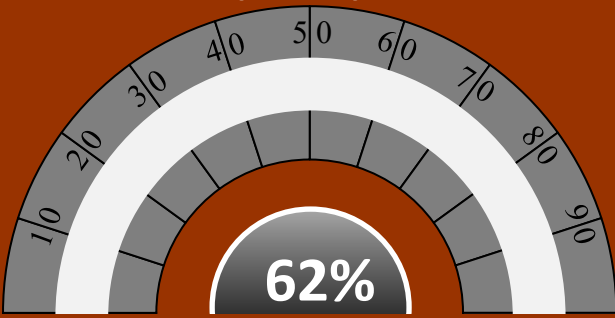
50%

\$20,646,001



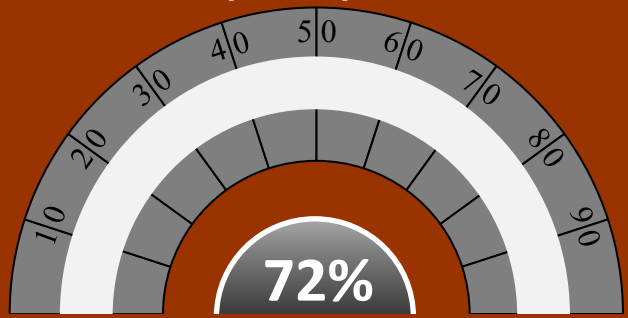
GENERAL FUND

\$1,138,175



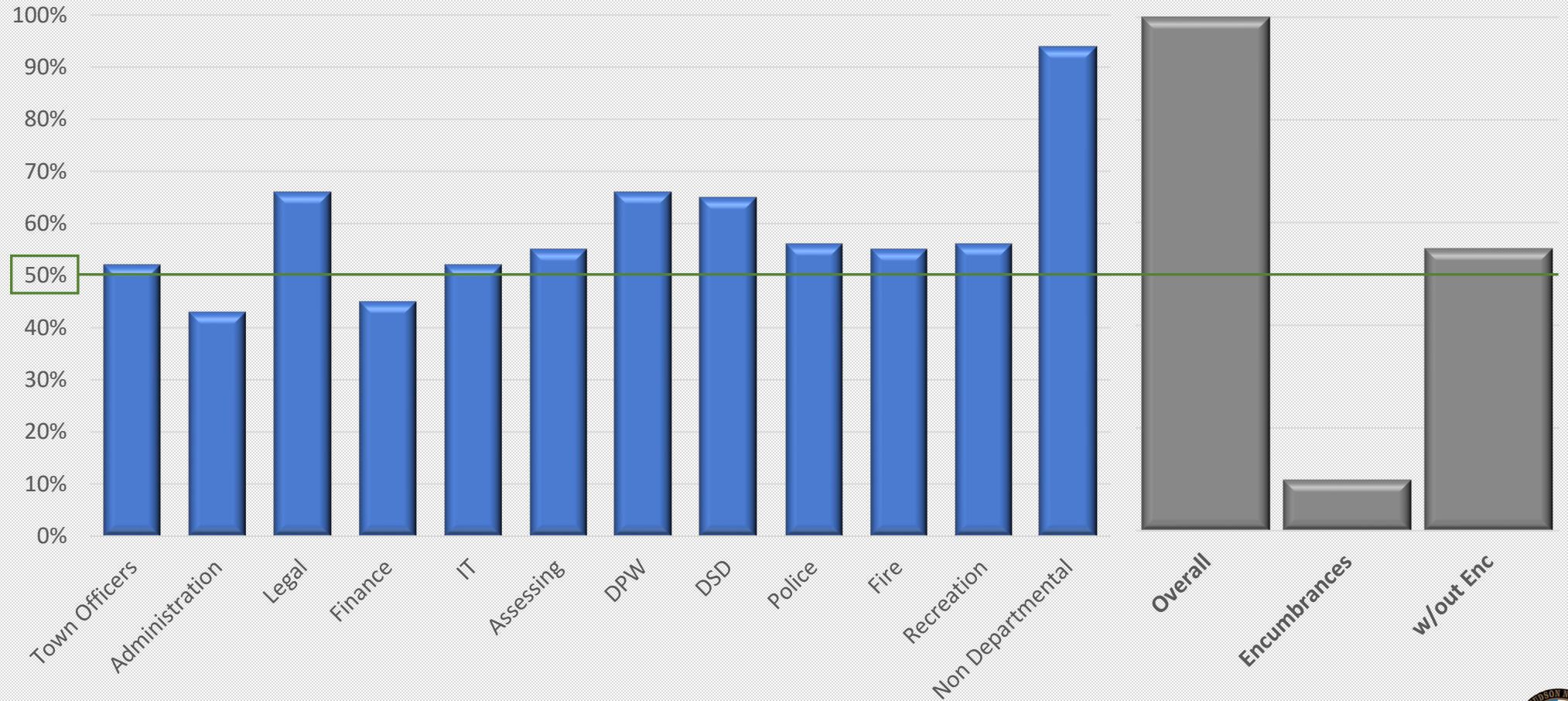
SEWER

\$2,290,668



WATER

# EXPENDITURE SNAPSHOT





# ENCUMBERANCES/EXPENDITURES

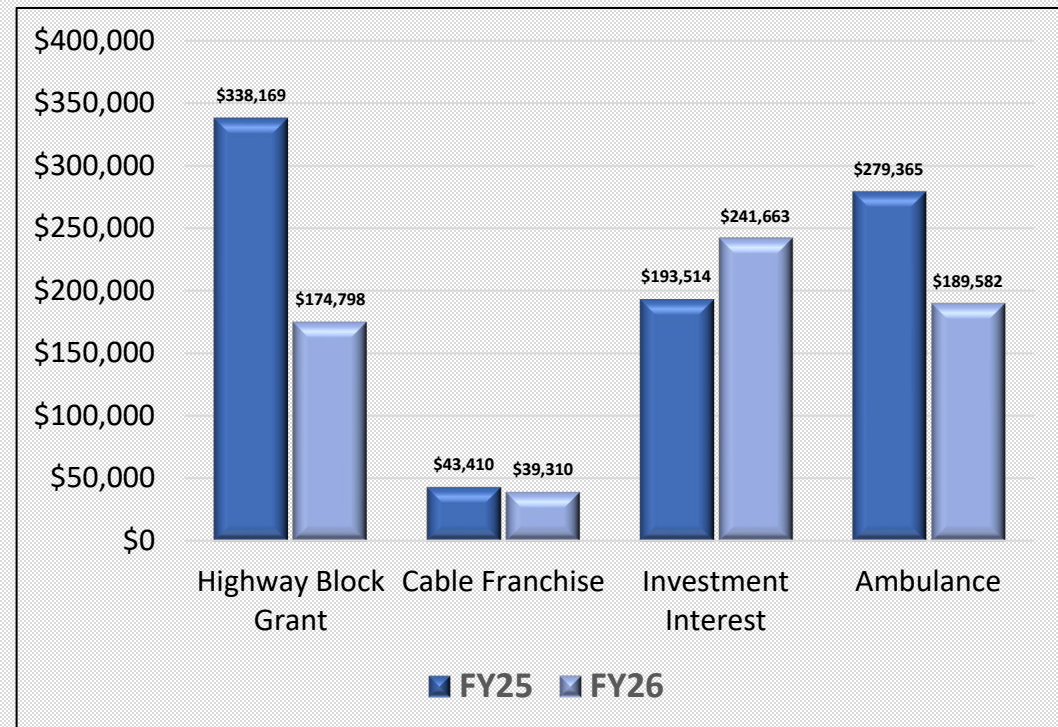
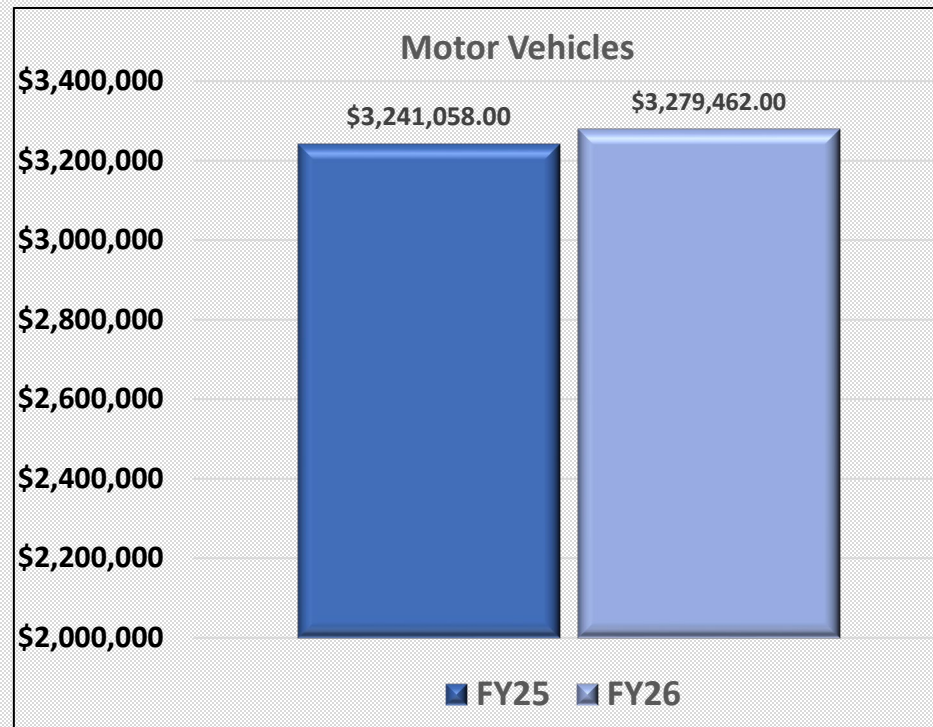
SOLID WASTE CONTRACT - \$2,233,608  
TOWN AUDIT - \$39,000  
IT SOFTWARE - \$117,234  
ASSESSING - \$53,384  
LEGAL - \$75,000  
COMMUNITY GRANTS - \$107,628  
IT POLICE - \$38,113  
FIRE FACILITY - \$238,768  
FIRE PPE - \$79,938  
FIRE TRUCKS LEASE - \$342,818  
ENGINEERING PROF. SERVICES - \$78,914  
DPW SALT - \$207,492  
DPW PAVING - \$1,073,795  
DPW EQUIPMENT - \$82,215  
FUEL - \$275,388  
SEWER NWWTP - \$620,000  
WATER OPERATIONS - \$698,184  
WATER EQUIPMENT - \$151,320  
WATER SUPPLY - \$500,000



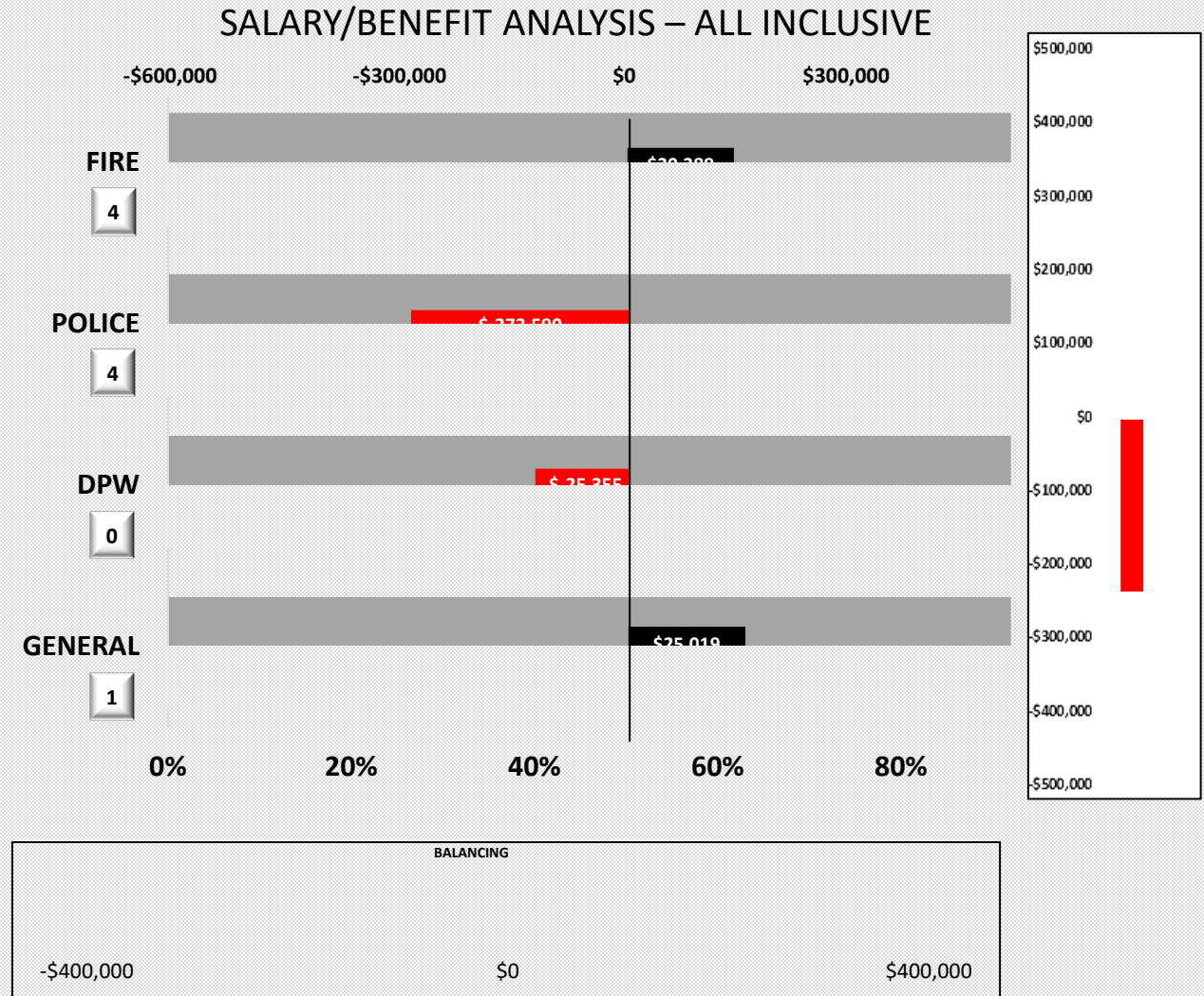
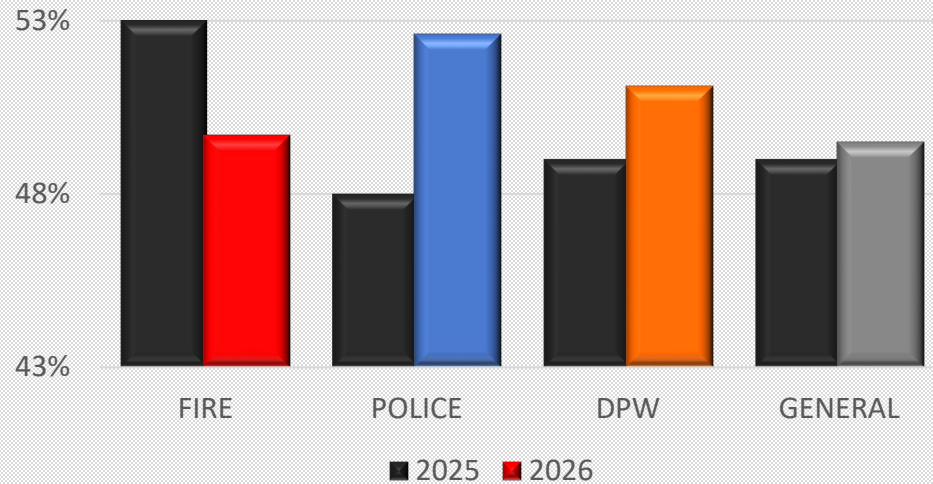
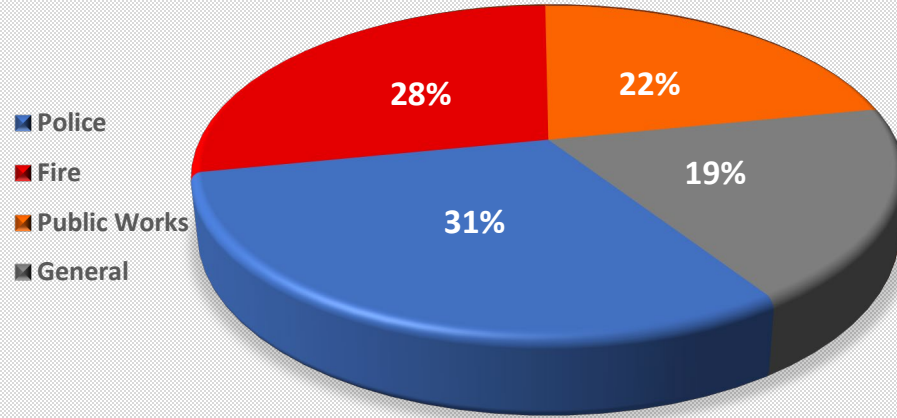
# REVENUE SNAPSHOT

57%

50%



# SALARIES SNAPSHOT





# BUDGET REPORT

END