

**TOWN COUNCIL AGENDA  
Regular Meeting  
Wednesday, November 18, 2015**

**1. 5:30 PM - CALL TO ORDER**

**2. NON-PUBLIC SESSION**

NH 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,

NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.

**3. ROLL CALL – PUBLIC SESSION will begin immediately following the non-public session above.**

**4. PLEDGE OF ALLEGIANCE**

**5. SPECIAL RECOGNITIONS**

a. Hooksett Youth Achiever

**6. APPROVAL OF MINUTES**

a. Public: 10/28/2015

**7. AGENDA OVERVIEW**

**8. 6:30 PM - PUBLIC HEARINGS**

Public Hearing for the Town Council to accept public input regarding the revised 2015 Hazard Mitigation Plan. Presenter, Jack Munn, SNHPC.

**9. CONSENT AGENDA**

a. \$205.00 donation from Eagle Scout Dylan Durazzano to Hooksett Heritage Commission.

**10. TOWN ADMINISTRATOR'S REPORT**

**11. PUBLIC INPUT: 15 Minutes**

**12. NOMINATIONS AND APPOINTMENTS**

**13. SCHEDULED APPOINTMENTS**

**14. 15 MINUTE RECESS**

**15. OLD BUSINESS**

- a. 15-077 Vote on Amendment to Other Ordinances #00-31 Solid Waste – Disposal Fees for Electronics
- b. 15-080 Discussion Berry Hill Roadway Bond
- c. 15-043 Public Safety Administrative Consolidation

**16. NEW BUSINESS**

- a. 15-083 Town Assessor Bid
- b. 15-084 Town Legal Services Bid
- c. 15-089 Spaulding Hill IT Contract Extension
- d. 15-090 Treasurer Job Description
- e. 15-091 Recording Clerk Job Description

**17. SUB-COMMITTEE REPORTS**

**18. PUBLIC INPUT**

**19. NON-PUBLIC SESSION**

**NH 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,

**NH RSA 91-A:3 II (c)** Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.

**20. ADJOURNMENT**

**Public Input**

1. Two 15-minute Public Input sessions will be allowed during each Council Meeting. Time will be divided equally among those wishing to speak, however, no person will be allowed to speak for more than 5 minutes.
2. No person may address the council more than twice on any issue in any meeting. Comments must be addressed to the Chair and must not be personal or derogatory about any other person.
3. Any questions must be directly related to the topic being discussed and must be addressed to the Chair only, who after consultation with Council and Town Administrator, will determine if the question can be answered at that time. Questions cannot be directed to an individual Councilor and must not be personal in nature. Issues raised during Public Input, which cannot be resolved or answered at that time, or which require additional discussion or research, will be noted by the Town Administrator who will be responsible for researching and responding to the comment directly during normal work hours or by bringing to the Council for discussion at a subsequent meeting. The Chair reserves the right to end questioning if the questions depart from clarification to deliberation.
4. Council members may request a comment be added to New Business at a subsequent meeting.
5. No one may speak during Public Input except the person acknowledged by the Chair. Direct questions or comments from the audience are not permitted during Public Input.

**TOWN COUNCIL MEETING MINUTES**  
**Wednesday, October 28, 2015**

**CALL TO ORDER**

Chair Sullivan called the meeting to order at 6:30 pm.

**ROLL CALL – ATTENDANCE**

Donald Winterton, Nancy Comai (left at 9:30 pm), Timothy Tsantoulis, James Levesque, Adam Jennings, Marc Miville, David Ross, Chair James Sullivan, Dr. Dean E. Shankle, Jr. (Town Administrator)  
Missed: Robert Duhaime

**PLEDGE OF ALLEGIANCE**

**SPECIAL RECOGNITIONS**

**APPROVAL OF MINUTES**

a. Public: October 14, 2015

M. Miville: As Council Secretary, I have reviewed the votes tallied and confirm they are accurate.

***A. Jennings motioned to accept the public minutes of October 14, 2015 with edits. Seconded by T. Tsantoulis.***

***Vote unanimously in favor. N. Comai abstained due to prior absence.***

**AGENDA OVERVIEW**

Chair Sullivan provided an overview of tonight's agenda.

**PUBLIC HEARINGS**

a. Public Hearing for Amendment to Other Ordinance #00-31 Solid Waste – Disposal Fees for Electronics

J. Sullivan: *"The Hooksett Town Council will be holding a public hearing on Wednesday, October 28, 2015 at 6:30pm at the Hooksett Town Hall – Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to adopt a proposed fee change to Ordinance #00-31 Solid Waste. This notice is per Chapter 231:132-a of the NH Revised Statutes annotated, and section 3.6 of the Hooksett Town Charter. The full text of the proposed ordinance change is on file with the Town Clerk and via [www.hooksett.org](http://www.hooksett.org) for your inspection. Questions should be directed to the Office of the Town Clerk at 485-9534."* On behalf of Council I declare this public hearing open. We have our Public Works Director, Diane Boyce. Then we will open it up to Council questions and the public.

D. Boyce: We are asking for a small increase in electronics fees. They are skyrocketing on our end for the disposal. This might not address the entire amount we need, but we don't want to see more electronics on the side of the road. We're getting quite a few now. We haven't raised rates since 2006.

J. Sullivan: Nothing else has changed other than fees?

D. Boyce: No.

A. Jennings: How much in tonnage per month do you take in?

D. Boyce: About 3.5 tons a month; we started at 8 or 9 30-yard boxes a year and we are up to about 15 boxes a year. We are taking in quite a bit.

J. Sullivan: Seeing no public comment, we will close this hearing after our second public input and vote at our next meeting per our process.

**CONSENT AGENDA**

- a. Donations for the 10/30/15 Hooksett Public Works Haunted Woods & Hayride Event
- b. Donation of Playground Equipment valued at \$1,799.00 from the Roy Family to the Hooksett Public Works Dept.
- c. Landscape Surety Release \$11,610.00 to Heritage Family Federal Credit Union

- d. Sidewalk Bond Release \$17,500.00 to Walmart c/o Asset Management Consultants
- e. Grant reimbursement \$1,411.82 from NH Dept. of Safety/NH Bureau of EMS to the Hooksett Fire-Rescue Dept.

J. Sullivan: Heather Roy is here; thank you very much to the Roy family for their generous donation of playground equipment.

***D. Ross motioned to accept item "b" of the consent agenda. Seconded by J. Sullivan.***

D. Ross: I'm not sure if there is going to be any further recognition beyond what happens tonight, but perhaps there should be.

***Vote unanimously in favor.***

***D. Ross motioned to accept item "a" of the consent agenda. Seconded by D. Winton.***

D. Ross: It seems like an open-ended acceptance. Have we done something like this before? It seems like we are accepting something in the dark. It says what it is for, they hayride and event; maybe we should define what it is consisting of? I don't want to set a bad precedent of accepting donations that are open-ended.

Dr. Shankle: I am pretty strict about departments not using things that are donated until you accept them. This event is on the 30<sup>th</sup> and you don't meet again until November 18, so all these things are sitting there and can't get distributed. We are letting you know that we are going to accept it and we want to use it when it comes in rather than wait until your next meeting. If it was cash, it wouldn't be an issue, but these are things we are using on the 30<sup>th</sup>.

D. Boyce: Yes, it consists of hot dogs, popcorn, lights, and those kinds of items coming in as we speak. If Council wants us to list things we can come back with the items that were donated for the event.

***D. Ross amended the motion to include "non-cash donations."***

T. Tsantoulis: Why do we need to specify things that people donate to the town? Any situation where we are looking at a time constraint, I don't know if we need to tie our hands with making it too complex.

J. Sullivan: Is this motion meeting the requirements of RSA 91-B:3?

Dr. Shankle: In terms of the exact dollar value, it's going to be hard to put a dollar value on things like popcorn. I don't like the idea of taking it, having the event this Friday from 6-9pm and then coming back after. If you want us to bring it back after, we certainly can do that. Whatever you want us to do we will do. This motion will meet the requirements of that RSA.

D. Ross: My concern again is the order of things, where we are accepting things we haven't received yet. Specifying non-cash donations makes me feel more comfortable. No one should be allowed to accept cash donations until they come here first.

M. Miville: As a member of the Oversight Committee, we went over this with Mrs. Boyce. There is a policy in the department where she logs everything by the citizen who is donating things. That information comes to us and that log is maintained at the DPW. I think she is doing her due diligence to record this.

N. Comai: Thank you for bringing it up, but we trust that she is logging everything. We have bigger things to move on to. And we really appreciate the donations.

***Vote unanimously in favor of amendment.  
Vote unanimously in favor of amended motion.***

N. Comai: So you will accept cash donations, but you cannot use them until it comes back to the Council.



***D. Winterton motioned to approve consent agenda items "c, d, e." Seconded by A. Jennings.***

D. Ross: On the sidewalk bond release – this is money we had Wal-Mart purchase a bond with in lieu of potential future installation of sidewalks? This is why some of these things should be handled as separate items. I don't agree with this bundling of large items, especially non-related items.

J. Sullivan: You have the option to remove items from the consent agenda. It might make it more cumbersome but it's an opportunity for you to consider things individually.

D. Ross: With this sidewalk bond release, it indicates there is no plan and we are not going to be installing any sidewalks?

Dr. Shankle: Yes. I spoke to the Town Planner and that is why I concur. She said there is no intention of putting in a sidewalk up there. There is nobody in Hooksett that would walk to Wal-Mart.

M. Miville: As of today, there have been no discussions of sidewalks in the Wal-Mart area. Are we giving up on the discussions of sidewalks because Wal-Mart is pushing back or the town just decided not to have sidewalks in that area?

Dr. Shankle: We have held the bond longer than we should have. At this point there are no sidewalks down there to connect to. If there were, they would probably be coming out of Manchester anyway. JoAnne said there were no plans for sidewalks there; Wal-Mart has asked for their money back.

M. Miville: So there is consensus that neither side wants to participate?

Dr. Shankle: Diane, did you talk to the Planning Board about this? JoAnne said it made sense to release it. Do you know if the Planning Board discussed it?

D. Boyce: I didn't talk to the Planning Board, but I looked into some old files. It was just in case we decided to go that way. There have been no discussions in the town since 2007.

D. Ross: The concern was there wasn't any kind of promise or representation made to Wal-Mart that there would be a sidewalk and this was their part of it?

D. Boyce: No I think it was something the previous DPW director put in, just in case. Wal-Mart doesn't expect anything.

***Vote unanimously in favor.***

**TOWN ADMINISTRATOR'S REPORT**

- We are in the process of working on S. Bow Road. We are in the middle of paving and finishing the road, and it turns out they are going to do an overrun on the cost estimate. We said no because it's more than what Council approved and we need to bring it back to the Council. This is new from Monday. We need you to amend the contract with Pike Industries – increase of \$14,425 from the paving line to complete the work on S. Bow Rd. (*See Attachment "A"*) If we hold this until the next meeting, they won't be able to pave anymore and it's half paved now.

D. Boyce: There was a little oversight in the original specs that went out. There was some handwork that needed to be done on the driveways, there was a little bit of conveying that we were close to going over. There is still \$100,000 worth of work to be done. We need this amendment right away. They are planning on finishing next week and it really needs to be done – guardrails, line striping, and safety for the road. It was a little bit of Pike, a little of the engineering that was done in the beginning and a little bit the message being conveyed that we were going over.

Dr. Shankle: I just want to point out this was before we had our current town engineer.

N. Comal: In the discussion portion of the staff report it states the total amount over is \$31,924.50.

D. Boyce: It is. They made some adjustments - some of the loam they added to complete the job, they are going to bump it down to their cost; the other part is they can reduce the topcoat for the asphalt from 1.5" to 1.25", and save \$13,000.

N. Comai: Does our engineer concur with that statement? That is my concern.

D. Boyce: He absolutely does.

T. Tsantoulis: Who is primarily responsible for the oversight?

D. Boyce: All parties involved. I think Pike knew they were going over and they believe they conveyed that message to their engineer and it goes back to the original design that was put out there. The road was raised because of the water issues. It was more of the work that had to be done on the sides of the road that increased the cost to level out the side of the road.

T. Tsantoulis: Do you feel they have been working in good faith to mitigate the issue and didn't do anything underhanded?

D. Boyce: I don't believe that at all. I think it was a little bit of all of them.

N. Comai: I don't believe the other bids that came in were a difference of \$14,000; by continuing on this path, I don't think we have shorted anybody else.

D. Boyce: I'm 100% confident on that. There were a lot of issues with the driveways and that had to be addressed with the residents. We had to raise the road quite a bit and there were a couple driveway issues we had to address.

M. Miville: I recall the Budget Committee adding money to the paving line; is that going to short us on any other project this year? It's only \$14,000 but is it going to short us on another street?

D. Boyce: Sure, it will short us. The paving line needs to increase; the paving in this town is way behind and needs to be addressed.

M. Miville: In previous years, we were averaging around \$240,000, \$225,000 I remember one year, and the Budget Committee increased it to \$300,000 this year.

Dr. Shankle: In terms of how much paving we have to do next year depends on what kind of winter we have this year.

M. Miville: As I recall, that's why the Budget Committee increased it because of the bad winter we had last year.

D. Ross: My concern is these jobs are put out to bid, and the purpose of the bid process is for companies to come in and bid how much they can do the job for. It sounds to me like an error, that I don't consider to be on our part. They knew what they were getting into; they knew what the road looked like. How far apart were the bids on this particular job?

D. Boyce: They were going by the original specs that were put out, so you will see some difference there. Bisbee Construction at \$477,000; Advance Paving at \$513,000; Pike Industries at \$471,000; Continental Paving at \$470,000. The reason we didn't accept their bid is because they couldn't do it this year and after we opened the bids, they changed their mind and said yes they could, but that wasn't good practice. Connie's Septic at \$668,000.

D. Ross: It sounds like the bids were awful close and this is going beyond someone else's bid; and that's not fair to the other bidder. We have specs designed by people who know more than we do. For them as a company to decide on 1.25" instead of 1.5", I have a problem with that. That seems to be changing an industry standard just to save a few bucks, I don't like that and I think it's wrong. If Pike can't absorb \$31,000 on a \$500,000 job that they underbid, that's their problem in my opinion. I don't think we should let them get out of doing what they said they were going to do.

Dr. Shankle: Their position, and the town engineer concurs, is that the bid we put out wasn't adequate for the job that needed to be done. They said we should talk to the engineer that did the original bid. Everybody bid on what we put out. No matter which company we chose, at this point they would be coming back and saying we bid on this but it's not the right thing to do the job. That's one reason we got a town engineer so we won't be using outside engineers to do those sort of things for us.

D. Winterton: Does that mean we might have recourse against the outside engineering firm that didn't properly engineer the project?

Dr. Shankle: I don't know, but we can look into that.

J. Sullivan: The reason for the increase is because the specs originally bid on were incorrect?

Dr. Shankle: According to Pike and the town engineer, they weren't adequate for the job.

J. Sullivan: If the bids were correct, would they be obligated to complete the task?

Dr. Shankle: We wouldn't be here if what they bid on was correct in the first place and if the town engineer said they didn't need to do it, but he agrees that it needs to be done. Normally we are more conservative; we'd rather ask you for more money and have some left than cut it so close. I'm hoping this will never happen again now that Jim is on staff as Town Engineer.

D. Boyce: We talked about putting contingencies in to the contracts because we are going to be putting out a lot more paving bids.

J. Sullivan: If the motion fails, will they finish it minus the \$14,000 extra work?

D. Boyce: Most of the work except the final coat, striping and guardrails is done; it needs to be completed to make the road safe.

D. Ross: Who changed the spec? Did they make the decision on their own or did we direct them to do this?

D. Boyce: I believe there were some conversations between the engineer and Pike.

D. Ross: Just conversations, not official directives that changed what they were getting themselves into. Pretty standard in any contract is as long as the overruns don't exceed 10% you eat it. If it is more than 10% then you re-negotiate. We are looking at \$31,000 on a \$471,000 contract.

N. Comai: The specs were incorrect.

D. Ross: They changed it, we didn't.

J. Levesque: The road work itself, was that done by Pike too?

D. Boyce: Yes.

J. Levesque: There were quite a few driveways that had to be tapered quite a ways. I think it's a combination of a lot of things.

N. Comai: If you look into it and find the engineer can come up with what we paid them to do the original work and they say they can eat some of it then you put it back in the till.

D. Boyce: I believe we only paid him \$15,000 to do the entire spec anyway.

M. Miville: A "no" vote stops the work tomorrow so they won't finish. I say let them finish and work out any negotiations we have to. The next time Pike submits a bid, we have to make sure they are bidding on everything that needs to be done.

Dr. Shankle: They know how unhappy I am with them about this. They should have come to us for change orders and they didn't and they know I am unhappy about that but we need to get the job done.

T. Tsantoulis: If Pike didn't correct the driveways now, wouldn't we be responsible for that later on? How much time and money would that add up to?

D. Boyce: Correct. I'd think that cost would be pretty similar.

M. Miville: Is there anything in the contract that says any cost overruns are incurred by the bidder? If it goes over bid, who pays for that?

Dr. Shankle: They stop; they will eat what they have done already and not do any more work.

J. Sullivan: So that is something you will look into, to see if there can be some action taken?

Dr. Shankle: I looked over the contract and that needs some work too.

D. Boyce: The contract was done by an outside engineer.

***N. Comai motioned to support the contract amendment in the amount of \$14,425 to complete the job. Seconded by M. Miville.***

**Roll Call -**

M. Miville – Yes

D. Ross – No

J. Levesque – Yes

A Jennings – Yes

N. Comai – Yes

D. Winterton – Yes

T. Tsantoulis – Yes

J. Sullivan – Yes

***Vote 7-1 in favor.***

- The Haunted Trail is this Friday from 6-9pm.
- James King attended Culvert Maintaining Recertification Training, part of the Road Scholar program; he is one of the highway guys.
- We got a letter from the fire chief from a person who was in an accident; they acknowledged Dennis Desrochers who was off duty and assisted all parties involved.
- Letter from Doris Sorel – Hooksett Garden Club has a committee that works at the intersection of Route 3-A and Main St; 10/20 Michael Sorel and crew fertilized trees at the point and pruned dead branches. Research needed on the problem with this tree.
- There is a process on charter amendments, and you voted to move ahead with changes to the town meeting; I received a letter from Jay Hodes agreeing with our suggested changes. Town Clerk has to send it to the Secretary of State.
- We talked about bidding out the town attorney contract; we did an RFP and got 3 bids back. I'd like to interview all 3 of them. I have staff people that are going to be part of the interviews, but if any of the Councilors would like to be involved that would be nice.

***Consensus to have D. Winterton, M. Miville and D. Ross attend, if schedules permit.***

- I'm not asking for any action because it's not on the agenda, but my proposal for the police/fire consolidation, a committee has come up a couple times. I'm not opposed to that. I'd like to see a committee that first looks at the administrative processes and procedures and set up of police and fire now and then go over the proposal in detail. Then they come back to Council with recommendations. I believe that what I am suggesting is a cost-effective, efficient manner of change. If the public isn't sold on it yet, I'm glad to have the public get sold on it because I think it's a good idea.

J. Sullivan: If we want to ask questions, it needs to be brought off the table.

***D. Ross motioned to establish an ad hoc committee to study this proposal, consisting of Councilors, members of either department as well as some interested parties in the public.***

D. Ross: There are some former Councilors who have expressed some concern over this and would be happy to serve and advise. I think moving carefully on this kind of thing is really important.

J. Sullivan: My understanding of the motion that was made last time was to table it. It's not on the agenda, and before we start to discuss anything, it needs to be removed from the table to allow him to do that. If we don't, I don't think we should be talking about it. I believe your intention is part of the whole process.

D. Ross: It's totally different.

J. Sullivan: I believe it's a violation of the table. I'm asking for a motion to remove it from the table. I will not entertain that motion until we remove it from the table. If you don't agree with my thoughts, then you can make a motion to overrule me.

D. Ross: You can't have two motions on the table.

J. Sullivan: I am declaring your motion out of order because it has been tabled. We have a process; anything regarding this I think it's important to do that. Once it's off the table, I'll ask Mr. Ross for that motion.

M. Miville: According to Robert's Rules, we have to remove it off the table at the next session, even if we table it right after that.

J. Sullivan: As Chair, I have some authority. If you don't agree with my decision, you can override it. If we start changing the process, we lose all credibility and any decision we make is going to be tainted. I'm requesting it be removed from the table. There has been no second to that motion. I'm inclined to entertain Mr. Ross's suggestion but we have to remove it to be discussed.

J. Levesque: If we remove it from the table, can the original motion be voted on or can it be re-tabled?

J. Sullivan: It would need to be re-tabled. Our intention was to have it placed on the agenda because we requested public comments and questions submitted up until last Friday. Dr. Shankle requested we don't put it on the agenda until he had time to make sure he had a 100% clear answer. I'm just asking you to follow the rules.

***M. Miville motioned to remove the item off the table for discussion. Seconded by D. Winterton. Vote 5-3 in favor.***

J. Sullivan: The motion was made to direct Dr. Shankle to proceed. It's removed from the table, so we can discuss it now.

N. Comai: Since I was not at the last meeting, and I did review the minutes and the tape, what I didn't hear from the public was anything new that hadn't been considered by the Board. The only thing that made me think is the associate Town Administrator which, in my opinion, is not the direction we would take. This Board is the authority on the administrative side of things and we would not put the public in danger in any sense. This Board, I believe, gave Dr. Shankle the green light to move forward. It sounds like we are waffling because a few people didn't like the idea. I believe this is the way to go; if we have to make tweaks and changes along the way we certainly can. To keep squashing things because we are afraid, is, in my opinion, a waffling situation. This Board has made some great decisions, and we have brought this town leaps and bounds ahead. If we have to re-table this, I'd be happy to make that motion.

J. Sullivan: I want to follow the rules to accommodate everyone's motion. The current motion on the floor would need to be removed to address Mr. Ross's request.

***M. Miville motioned to table the current motion. Seconded by N. Comai. Vote 7-1 in favor.***

J. Sullivan: Let me clarify. The Town Administrator has the authority to propose administrative changes. There was a motion made at the last meeting regarding allowing him to move ahead with the consolidation of the police and fire department beginning with the recruitment of a public safety director. The motion Mr. Ross would like to offer is a continuation of that, so I think it's germane to the situation. I'm going to declare that out of order unless Council wants to overrule me.

Dr. Shankle: You need to take that motion off the table, vote it down and then have a discussion on the subject then you can entertain a new motion.

M. Miville: My understanding is that is a new discussion; to move forward is off the table. This is a vote to establish a committee. It's not part of the previous motion; it's an additional part of the process. The previous motion was the actual vote.

J. Sullivan: My intention is to allow that to happen, but I think this is the best procedural way to do that.

T. Tsantoulis: We need to understand that we have a Chair of this Council and in times of discord, we need to listen to the Chair and abide by his ruling.

J. Sullivan: There is a will from the public to have more public input and advice and consideration. We will put it off until our next meeting. I think we should follow the process and accommodate the wishes of these members who decided to serve. We should not have re-tabled it, that's why I voted no. And have your motion voted down or have Mr. Winterton remove the motion and the new topic at hand brought up by Mr. Ross would be allowed.

**J. Sullivan motioned to remove the article from the table.**

M. Miville: You were not on the prevailing side. Process-wise, you cannot make that motion.

**M. Miville motioned to remove it from the table again. Seconded by J. Sullivan.**

J. Sullivan: It's not on the agenda but according to Robert's Rules, it had to be removed from the table or it would have been in violation.

**Vote 5-2 in favor. T. Tsantoulis abstained.**

J. Sullivan: Mr. Winterton, would you like to remove your motion from the 10/14 meeting?

D. Winterton: Not really. I support public input and committees looking into the operational side of police and fire. We are looking into an administrative consolidation of police and fire. I'd be in favor of a committee as long as their charge is to look at the operational aspects of police and fire departments rather than go on a Google hunt for places that say do it or don't do it. They should examine what happens in Hooksett, not any other towns. I think if we pass that motion we should freeze current positions in place so we can see if our operational aspects today are how we want them to be. Part of my original motion was to put the organizations back to what they are today, after 3 years. I'd consider removing my motion, based on the fact that my next motion would be on the charge of the committee. The charge would be to examine operational procedures and reports from both police and fire departments.

**D. Winterton removed the motion from 10/14 to allow the Town Administrator to move forward to consider positions for public safety director and a deputy public safety director/fire chief and deputy public safety director/police chief.**

J. Levesque: Can you remove it without the second being here? You are talking about procedure and that's the procedure.

J. Sullivan: We use Robert's Rules as a guide; with your experience, can that motion still be removed if the person who seconded is not here? The only way to solve this is leave it there and vote no. We can still bring it up again.



A. Jennings: We can appeal the decision of the Chair and override the decision that it's not the same thing, re-table this and vote in the subcommittee to report back to us so we can make that decision.

D. Winterton: Since I cannot remove my motion, I will call the question.

J. Sullivan: It requires a majority.

*Majority is declared.*

J. Sullivan: We are calling the question on the motion from last week "to allow the Town Administrator to move ahead with the consolidation of the police and fire department by beginning recruitment for the Public Safety Director, Fire Chief and Police Chief, based on three-year contracts." We called the question and there is a roll call requested.

N. Comai: An affirmative vote does what and a negative vote does what?

J. Sullivan: Yes means that Mr. Winterton's motion to proceed without any committee will pass.

M. Miville: This item is not on the agenda. Whether it was tabled or not, it was based on the point last week that the Town Administrator was coming back with answers. That has not been accomplished yet. The no vote would put it on the next agenda.

J. Sullivan: We haven't voted on the reorganization, this is just another avenue to explore with more public input.

M. Miville: The next motion would have to be altered because it would be the same motion again.

D. Winterton: Unless we have a vote for reconsideration.

J. Sullivan: Motion would be to create a committee to look at it to allow us to review their findings and vote. We tabled it; in order to talk about it, since it's off the table, everything starts from scratch. We are accommodating your request and following the process.

J. Levesque: This issue was not on the agenda; we are discussing something and voting on something that is not on the agenda. I think we should vote this thing down as a service to the community. Then we can go along with Mr. Ross's idea and discuss that at our next meeting. If we vote in the affirmative, then we are doing a grave injustice to the people of Hooksett because it was not on the agenda.

J. Sullivan: If a topic is tabled, it will be on the next agenda automatically. We told everyone it would be on the agenda at that meeting. It was on the original agenda and Dr. Shankle wanted to remove it because there were a couple questions he wasn't prepared to answer. I was going to ask that we remove it from the table and right after that place it back on the table so we could follow through and tell the voters and adhere to the process.

Dr. Shankle: I knew I wasn't going to be ready with the answers to the questions. I was trying to do people a favor by not putting it on the agenda so they wouldn't keep running out to every meeting if we weren't really ready to discuss it.

J. Sullivan: Yes establishes a next step; a no allows further discussion.

Dr. Shankle: I knew there were a lot of questions about money. I wanted to be able to get the numbers on the table; 75% of the questions I got were about that. I can't get that answer if we don't move forward with this next step.

**Roll Call –**

T. Tsantoulis – No

D. Ross – No

A. Jennings – No

J. Levesque – No

D. Winterton – No  
M. Miville – No  
N. Comai – No  
J. Sullivan – No  
**Motion fails 0-8.**

***D. Winterton motioned to establish an ad hoc committee at the discretion of the Chair to include no more than 7 citizens of Hooksett to examine operational aspects of police and fire in Hooksett, NH and to have the Town Administrator freeze positions in both departments until that report comes back. Seconded by A. Jennings.***

D. Winterton: I don't want a Google search on what other towns do; I want to know what happens in Hooksett, operationally, and if this is something the departments can function under.

A. Jennings: The committee has a good jump off point with the questions submitted to Dr. Shankle.

M. Miville: I think Councilor Winterton established a charge for the committee within his motion.

D. Ross: My concern is freezing positions. I think that's wrong; that has nothing to do with establishing a committee. We currently have 2 operating departments; if they need to fill a position, who are we to stop them from doing that? My second concern is limiting participation; they aren't going to be voting on anything. But I'm dead set against freezing positions.

N. Comai: We have an Administrator who has done his research; we have history, we have what is going on in the two departments, we have the potential for effective change. Having a committee is fine; they can't be charged with any personnel discussions. We are the committee that creates this administrative movement. I believe a committee is moving us in a backward motion. We were looking for input from the public on things we haven't thought of. I'm not sure that is where the committee is going to take us.

J. Sullivan: The scope of the committee is reflected in the motion, but we need to have a deadline. We want to keep them on task. Someone should make an amendment to establish a deadline. If I am to select these members, I will appoint at least 2 Councilors. We have the authority to establish subcommittees. We can't have a committee of whoever wants to come, that's why we need to have a number. That's why I'd suggest a deadline in the amendment. It's been pointed out that in the past there have been ad hoc committees. I'm not saying this isn't a good use of an ad hoc committee. We could have had an ad hoc committee to look into whether we should have a public works director; we need to be careful of that. For every action we take, we could say we need public input. I don't want to stretch the process, but we need to give it due consideration. If every action results in a public committee, we won't get anything done. We have to be careful about why this and not that? No one would consider any cross-training; the Public Safety Director is administrative. I have some information that I will share with the committee. Do you have a suggestion on how long that should take?

Dr. Shankle: It depends on the people; if they can get together however quickly probably 3 times – once a week for 3 weeks I'd think they could gather enough information to understand where I am coming from.

J. Sullivan: If I can establish that committee by the beginning of next week; we have a meeting November 18, but I think we should make it the first meeting in December.

***D. Winterton amended the motion to have the committee report back by the Dec. 2 meeting for discussion and take any action at the Dec. 16 meeting. Seconded by A. Jennings.***

J. Levesque: If you are appointing a committee, why don't you collect some names and at the next meeting we will vote on them.

J. Sullivan: It's not up to Council to decide; according to the motion, it's up to me to decide.

M. Miville: Would this committee be privy to non-public information?

J. Sullivan: Dr. Shankle is indicating no.

Dr. Shankle: I think it's important for them to look at the 2 departments first, and I think we can move to what I am thinking without getting into that. I will be there at the meetings along with police and fire staff.

**Roll Call-**

N. Comai – No

D. Ross - No

A. Jennings – Yes

M. Miville – No

T. Tsantoulis – No

J. Levesque – Yes

D. Winterton – Yes

J. Sullivan - Yes

***Motion falls 4-4***

J. Levesque: Did anything come about with the unsightly things around town?

Dr. Shankle: Nobody brought me anything new; we are looking into them. Unless it falls under the state statute regarding a junkyard, we can't do anything. We are looking into one place that isn't a business, it's in a residential area and it becomes a business, so that gives us a little bit of leverage.

M. Miville: Is the safety committee complete with examining the 2 stated roads we were looking and are we going to put that on an agenda?

Dr. Shankle: Chief Bartlett has indicated we will be able to put it on the agenda for the next meeting, November 18.

**PUBLIC INPUT: 15 MINUTES**

Michael Sorel, 54 Cross Rd: I want the record to show that I had no knowledge my name was going to be read into the record earlier. I am not a member of the Hooksett Garden Club, but I am married to the chair of that subcommittee. At her direction, I do certain things. That aside, I'm prompted to speak to the Council about this proposed Public Safety Director. I listened to the people who spoke and I spoke. I'd like to bring to the attention to the Council that this government in Hooksett has had a long, successful history of committees, serving the Town Council and/or the Board of Selectmen and/or the School Board. Let me point out a few from memory: Wage Salary and Fringe Benefit Committee; 16 North Main St. Building Renovation; Town Council form of government because the Board of Selectman appointed a committee of citizens to do research on whether we should stay a Board of Selectmen or move to a Town Council; 35 Main St Committee did a lot of work; Cabela's report saved the town from becoming a contingent liability because they wanted to own the bonds. We came to realize that if we didn't structure it properly, the town would be subject to a contingent liability. Charter changes; new Town Administrator hire – there were 2 committees. The first one sorted through the initial applications and the second one was to submit final recommendations; Underhill School addition committee. There are often 3 sides to an issue; subcommittees often see a side that no one else does. I totally agree with Dr. Shankle and Mr. Winterton's comments this evening. The written charge to that committee is important to the success of that committee. It should be well thought out and should not be done quickly. They need to know what the Council wants of them; if there are questions, they go back to the charge so they stay on task. If you are going to appoint a citizen's ad hoc committee, and I strongly advise and request that you do so. It's going to take a week or so to put a good charge together. Allow those citizens to go out and do some good work. There are a lot of people on both sides of this issue.

J. Sullivan: We voted on this suggestion, and it failed.

M. Sorel: It can be voted on in the future. Let me give you some names: Mrs. McHugh, Paul Loiselle, David Dickson, Mike DeBenedetto, Susan Doyon, Tabitha Jennings, Bill Gahara, Mary Farwell, Gerald Carney, Molly Callahan, Tom Barrett, Matt Barrett. There are many other qualified people. Some people will say they don't have time. I strongly request that you consider at your next meeting, putting together a committee. I think it would be beneficial to Dr. Shankle, Council, and ultimately to the town of Hooksett.

**NOMINATIONS AND APPOINTMENTS**

**SCHEDULED APPOINTMENTS**

a. William "Bill" Bald, Risk-Ex, Town Group Health Insurance Bid Presentation  
(See Attachment "B" for presentation)

M. Bose: We have a 30-day opt-out agreement with Health Trust; if no decision is made tonight, you will have to meet on November 4 to address this. Donna can notify the unions on October 29, they can vote on November 5 and report back for the opt-out by November 6 which falls in line with the 30-day opt-out clause should we switch to NHIT.

B. Bald: Domestic partner rider, the committee feels is important to add. The other piece is your current opt-out is \$2,400 annually; they are recommending increasing that to a flat \$5,000 annually. It's less expensive than insurance premiums and encourages them to go on a spousal plan if available.

M. Bose: Dental would need to be addressed to be included on the domestic partner rider.

B. Bald: If you do it for one, you do it for both. Dental did not go out to bid and the committee recommended keeping it with Health Trust. Claims pooling, (which is how loss ratio affects your pricing) with Health Trust, any claims above \$100,000 gets pooled, the amount with NH Interlocal is \$50,000.

N. Comai: I don't understand what shopping/employee engagement means.

B. Bald: Incentives on non-emergency type care to use lower-cost providers.

N. Comai: Insurable eligibility; you are eligible if you are an employee of the town?

B. Bald: Affordable Care Act defines full time as anyone working 30 or more hours; the other piece is domestic partner.

Dr. Shankle: The domestic rider shouldn't be an issue anymore; anyone can get legally married now. Why should we pay for someone's girlfriend?

Valerie Lamy: The committee's logic is that it's a progressive move for the town; it's not for a new relationship. They have to swear under oath that it's a committed, monogamous relationship. It would be a progressive move in attracting new employees.

D. Winterton: Who checks the monogamy?

B. Bald: The people sign an oath.

D. Winterton: As a steward of the town's pocketbook, I would be in favor if they paid 100% of the premiums. I lived with the same male for 7 years; I would have signed this for \$25,000 in health benefits.

D. Ross: When you just have to self-declare, I'm enough of a realist to know that we are opening up a box we don't want to open. We are opening ourselves up to a potential cost to the citizens based on someone deciding to say they are or aren't. A family plan is meant for a family. I don't like the domestic partner rider.

N. Comai: Something recently happened at my company which is to sign an affidavit if there are any smokers in the house. I'd like to suggest adding an additional cost to anyone that smokes. If you sign it and it's found that you do, it's possible termination.

B. Bald: We are seeing a trend in the commercial market similar to that. Some employers use that as an incentive. It is something available to you; I believe you can charge up to 15% more for a smoker.

J. Sullivan: Is there a recommendation from the committee to go with which one?

M. Bose: The recommendation is switch to NH Interlocal as well as add the domestic partner rider and increase the annual opt-out stipend from \$2,500 to \$5,000.

D. Winterton: Have you surveyed town employees as to how many might take the opt-out? Is the additional \$2,500 enough for the town to make that commitment? If they have already opted out, that has been enough incentive for them. Second question is, are these figures different than the current plan we have today?

B. Bald: Yes, Health Trust increase is 4.6% for POS, 4.8% for HMO and 4.7% for HSA; NH Interlocal works out to be a reduction.

A. Jennings: What is our risk for lowering our claims pool threshold from \$150,000 to \$50,000?

Rick Jones, Deputy Administrator, NH Interlocal Trust: You are a relatively small group; in any given year you can have one, none or several large claims. Anything above \$50,000 we figure into your experience; anything above is averaged across the entire group. In general, the lower the number the more protection it provides you.

D. Winterton: When we learn about how much the town contributes to the HSA, and we only have 6 people, does it make sense to continue to offer that as an option?

B. Bald: As a product offering, I think it makes sense for younger, healthier employees as a way to put money aside. The buy-out increase survey results were 12 said very likely, 14 said somewhat likely, 63 said not very likely, 17 didn't know. I'd say the survey was inconclusive. It was not completed by all employees so it might be a little skewed.

J. Sullivan: Going with NH Interlocal, the chances to hit the ceiling to kick in the Cadillac Tax is reduced with this option?

B. Bald: If your rates increase 7%/year beginning in 2017, it may give you another year or two before the Cadillac Tax kicks in. Currently the tax for 2018 applies for single premiums above \$10,200 and family premiums above \$27,500.

***D. Ross motioned to accept the bid from NH Interlocal to be the new insurance carrier for town employees. Seconded by T. Tsantoulis.***

D. Winterton: I'd like to know how much we are contributing to the HSA before I approve it as part of the plan.

A. Jennings: Savings from POS plan is \$550/month; even if we gave the employee \$1,000 we are still saving \$500/month over 10 months.

D. Winterton: I don't think this vote ties us to any contribution to the HSA.

B. Bald: We are only talking about insurance programs, not any HAS contributions.

D. Winterton: And we are not talking about employee contributions, which have been somewhat agreed on, but are open to interpretation if the unions don't like this.

***Vote unanimously in favor.***

***D. Winterton motioned to add a domestic partner rider to the health insurance policy. Seconded by N. Comai.***

D. Winterton: I will vote against my motion; in 2015 with the ability for people to marry another person that this is not necessary and it could be costly to this town.

M. Miville: Do the domestic partners have to be legally married?

B. Bald: The wording suggested by the committee is "monogamous relationship for 12 months" then they can add a partner and his/her dependents. If you are married, you are eligible to go on the plan.

D. Ross: My concern is you can have a single mom living with someone for 12 months and then get insurance for her and her dependents. We can't expose our taxpayers to that risk.

**Roll Call -**

A. Jennings – No

J. Levesque – No

D. Ross – No

M. Miville – No

D. Winterton – No

T. Tsantoulis – No

N. Comai – No

J. Sullivan - No

***Motion fails 0-8***

***D. Ross motioned to accept the increased opt-out stipend from \$2,400 to \$5,000 annually.  
Seconded by J. Sullivan.***

D. Ross: It's a lot less money for the town and it's a nice chunk of change for someone.

D. Winterton: I wish we would have a better handle on the future. Health insurance in the non-public arena is getting more and more expensive. This would be an attractive plan for any family that is eligible, to get on. We just gave 28 people a raise of \$2,600 probably about \$70,000 that we have just increased in our budget hoping we don't lose any of those 28 people.

N. Comai: If by chance, we have so many people that do opt-out, does that change the rates?

R. Jones: We are not concerned about people opting out; we are looking at about a 50/50 split. You just don't want to be paying people money who are on the exchange. There are complications with that.

D. Winterton: What are the complications?

R. Jones: If you pay employees extra money to go on the exchange, it's a penalty of \$100/employee/day. You can do it with retirees, but not employees.

D. Winterton: They want businesses to insure employees; they know the insurance exchange isn't good.

R. Jones: The IRS wants you to pay for your employees.

B. Bald: A lot of employers request they sign off that they have other coverage from an employer's plan.

***Vote unanimously in favor.***

b. Kathie Northrup – Town Hall Preservation Committee and Heritage Commission

K. Northrup: We have made considerable progress on this project in the last couple of years. (See Attachment "C")

J. Sullivan: I serve on that committee and we appreciate the help from staff.

N. Comai: When do you envision an event to be held at the Old Town Hall?

K. Northrup: Dr. Shankle is shooting before the anniversary of the town. I don't know, but I don't think 5 years is unreasonable. It's a small venue, and you have to scale the events to that size.

J. Sullivan: The next step would be the bathrooms and after that you could have some type of event; then the next step would be some type of kitchen facility.



Matt Lavoie, Code Enforcement Officer: Once you have the bathrooms completed, the fire department would need to issue an assembly permit.

Dr. Shankle: We are moving forward and still making progress.

K. Northrup: *(See Attachment "D")* If you have anything in mind that we should be doing, please let us know.

J. Sullivan: I serve with her on this committee too and she does 99% of the work. Hooksett has so much heritage and we are trying to preserve a lot of things.

M. Miville: I want to commend Kathie for her yeoman's work and dedication to an aspect of town that she devotes her time for and contributes

***M. Miville motioned to enter handouts received from Kathie Northrup into the record as part of the minutes. Seconded by D. Winterton.  
Vote unanimously in favor.***

***D. Ross motioned to extend meeting to 9:45pm. Seconded by J. Sullivan.  
Vote unanimously in favor.***

**OLD BUSINESS**

- a. 15-080 Berry Hill Roadway Bond – HOA Indemnification

J. Sullivan: We have no report, so this will be addressed on a future agenda.

- b. 15-069 Building Permit/Mechanical Permit Fees

***D. Ross motioned to adopt the fees as presented. Seconded by J. Levesque.  
Vote 5-1 in favor.***

J. Sullivan: Councilor Jennings just stepped out for a minute, but we still have a quorum.

**NEW BUSINESS**

- a. 15-081 Budget Schedule 2015-2016

Dr. Shankle: The 1/9/16 meeting is the Saturday to discuss budgets, and last year you didn't want to do the Saturday meeting. If you don't want to do it on a Saturday, we will fit in in somewhere.

***D. Winterton motioned to remove the Council budget workshop on 1/9/16 from the calendar.  
Seconded by M. Miville.  
Vote unanimously in favor.***

- b. 15-082 Town Group Health Insurance Bid

Dr. Shankle: We already took care of this.

- c. 15-083 Town Assessor Bid

Dr. Shankle: We will pass over that.

- d. 15-084 Town Legal Services Bid

Dr. Shankle: We will pass over this also.

- e. 15-085 Purchase of New Patrol PC Mobile Computer from Impact Fees

Chief Bartlett: With the addition of 3 new officers, I'd like to put another computer in one of the emergency vehicles. Should we be down a cruiser, it would be good for someone to not have to go back to the station and task the dispatcher with these requests. I'm looking to use impact fees because it's a growth issue. I think it's an appropriate expenditure for this type of purchase.

M. Miville: How much money is in that fund?

Chief Bartlett: Almost \$85,000.

**J. Sullivan motioned to allow the police chief to purchase one new Patrol PC Generation 3 fixed mount mobile computer equipped with all necessary software, keyboard and laser scanner for \$4,339 with funds to come from appropriate impact fees. Seconded by A. Jennings.**

A. Jennings: When do you expect the 3 police officers to be ready to go?

Chief Bartlett: We have 2 that are certified and out there currently. We had 3 in the academy and lost one. Those 2 graduate in December, so early spring they will be on their own.

A. Jennings: How long will it take to install this computer?

Chief Bartlett: In a matter of weeks; it won't take a long time. It's just a tablet and keyboard that gets put on the mount that is there.

**Roll Call -**

M. Miville – Yes

J. Levesque – Yes

D. Winterton – Yes

D. Ross – Yes

T. Tsantoulis – Yes

A. Jennings – Yes

J. Sullivan – Yes

**Vote unanimously in favor.**

**f. 15-086 Dedicate the Balance and Future Impact Fee Account towards Police Dispatch and Holding Construction**

Chief Bartlett: This process is for moving dispatch center from back to front of the building for better customer service. This includes construction as well as looking at other aspects to retrofit the back of the building to facilitate with the growth of the department. We have outgrown our locker facilities. Additionally, we are looking to create a safer environment in the holding facility. We have a wood booking counter and glass panels, and I'm not happy with the way it was initially set up. The cells are pretty nice, but the cell doors are just industrial steel doors with a deadbolt. We have had issues in the past where keys have broken off in the locks, and someone inside had kicked in the door so much we had to have the fire department help us with that. A rep from our property liability company, Travelers Insurance, came in and commented on some of the unsafe nature of some issues within our booking facility. I think if we can globalize this construction project and address everything at the same time, it will be prudent. Earmarking the impact fee balance is going to stop us from having to send back those fees for not utilizing them. The town attorney thought this was a great use as growth for the town. SMP Architectural Firm is the same company that worked on Station 1. Their construction management fee estimate was \$33,580 and a fee during construction if it proceeds of \$11,000, so that will eat up some of the \$82,000. We'll have to look at other funding as we move forward. I thought this was an appropriate place to start.

D. Winterton: Any ballpark on what your entire project might cost?

Chief Bartlett: I don't know. They haven't worked up any design, or moving utilities at this point.

D. Winterton: Are there any federal grants flying around?

Chief: Not that I'm aware of but I can check.

D. Ross: I'm all for earmarking it however we can legitimately do it. As far as awarding the construction management contract, I would hope that will go out to bid. That is a lot of money for a project that is relatively small.

Chief Bartlett: This was brought to your attention just as a highlight of what the management are going to entail; it will go out to bid.

D. Ross: I think it would be good to have a design buildout outfit bid on this; that way it's all one operation.

J. Sullivan: A bid process would be required according to the procedures we have.

J. Levesque: After the design is done, could overseeing the project be done by our town engineer?

Chief Bartlett: I don't know what his qualifications are.

Dr. Shankle: It depends on the level of architectural planning; he could probably do some of it. A lot isn't going to be that complicated.

J. Levesque: It would save the town a lot of money.

T. Tsantoulis: It's my understanding this would be ongoing. Are you able to function during the construction?

Chief Bartlett: I envision it happening in phases. The dispatch room would be first; we would operate on a mobile radio for however long it would take for the radio company come in.

T. Tsantoulis: I was more concerned with the holding area. That's an area that could potentially put the town in a lawsuit. We have to maintain a safe place for indigents.

Chief Bartlett: I am concerned about that safe place. We have to make a contingency plan; that may mean setting up a temporary booking facility and not have a holding facility. That might mean making arrangements with a neighboring town or with the Merrimack County Sheriff's office. During the construction, we wouldn't want prisoners in and out of there with tools and whatnot.

M. Miville: If you are spending all the money, you don't foresee anything coming up in the future that this money would be better spent on?

Chief Bartlett: I'm looking at globalization. That includes a dispatch move, larger locker room, holding facility, A/V improvements and a supervisor's office.

M. Miville: Dispatch is going into the media room in the front of the building?

Chief Bartlett: Correct. I'd like to see a window there so any future media would be in the training room.

M. Miville: How do you accumulate impact fees?

Chief Bartlett: They are from impact fees from buildings.

***D. Ross motioned to extend the meeting to 10:00pm. Seconded by J. Sullivan.  
Vote unanimously in favor.***

***J. Sullivan motioned to allow police chief to use \$82,000 in the police impact fee line to begin the process of construction management and cost estimation for the police department construction project for making improvements to the holding facility, video system, dispatch center move and locker room workspace improvements. Seconded by A. Jennings.***

**Roll Call-**

D. Ross – Yes

D. Winterton – Yes

J. Levesque – Yes

A. Jennings – Yes

M. Miville – Yes

T. Tsantoulis – Yes

J. Sullivan – Yes

***Vote unanimously in favor.***

g. 15-087 Newsletter

**A. Jennings motioned to allow the town newsletter to be inserted along with the November 2015 tax bill. Seconded by D. Ross.**

K. Rosengren: I send a notice out to staff with a deadline for submissions. If we have any extra space I open it up to other events in town. If we have enough material, I submit it to you for inclusion in tax bills.

M. Miville: The only thing I'd recommend is the Business Retention Program. If you can squeeze something in great; if not, that's fine.

K. Rosengren: If we can get a write up by the end of the week that would be OK.

D. Ross: Maybe next time Council should put something in there.

**Vote unanimously in favor.**

Dr. Shankle: I think as far as getting something on the Business Retention, JoAnne sent me something to put in the *Banner* so you can get that blurb from JoAnne.

M. Miville: We are struggling to get businesses to participate.

h. 15-088 Street Name Approval – Bowtie Lane

**J. Levesque motioned to approve the street name Bowtie Lane. Seconded by D. Winterton.**

Dr. Shankle: It's off Evelyn, which is off Whitehall. There are 2 lots back there and they are going to put another one back there.

J. Sullivan: There is no need for a public input session since there are currently no people on it.

**Vote unanimously in favor.**

**SUB-COMMITTEE REPORTS**

T. Tsantoulis: There is nothing to bring to Berry Hill; they are looking for action a little quicker than we are going to provide.

D. Ross: Conservation had an informational meeting on 10/26 on the Riverfront Trail project; I could not attend but I understand that the presentation was put together well by Mary Jo Carroll. Helicopter video and stills by Phil Fitanides have been spreading the word around Bear Paw and their membership.

M. Miville: Budget Committee has a meeting on Nov. 12. We are looking at the school board's current budget and adjustments. Proposed budget is \$1.928M increase; goes up 6.7% before anyone looks at it.

D. Winterton: Planning Board had a workshop on the master plan on 10/26; I was unable to attend. Union negotiations with fire on 11/4 (next Wednesday).

J. Levesque: Transfer met last night; the price of recycle went up a little but is still about ½ what we paid to get rid of trash. Still some positions open – 1 in transfer and several in highway. The highway department got the new 10-wheeler and chose the operator who I think is a good choice.

**PUBLIC INPUT**

J. Sullivan: Seeing no further public input, I am going to close the public hearing on the amendment to Ordinance #00-31 - Disposal Fees for Electronics.

**D. Ross motioned to adjourn at 10:05pm. Seconded by J. Levesque.  
Vote unanimously in favor.**

**NOTE:** The Town website [www.hooksett.org](http://www.hooksett.org) may have attachments to these Town Council minutes for documents referred to in the minutes, reading file material, and/or ancillary documents that the Town Council Chair has signed as agent to expend as a result of the Council's prior approval of the documents.

**Unofficial-Town Council  
Meeting Minutes of 10/28/15**

**19**

**Respectfully Submitted,**

**Tiffany Verney  
Recording Clerk**

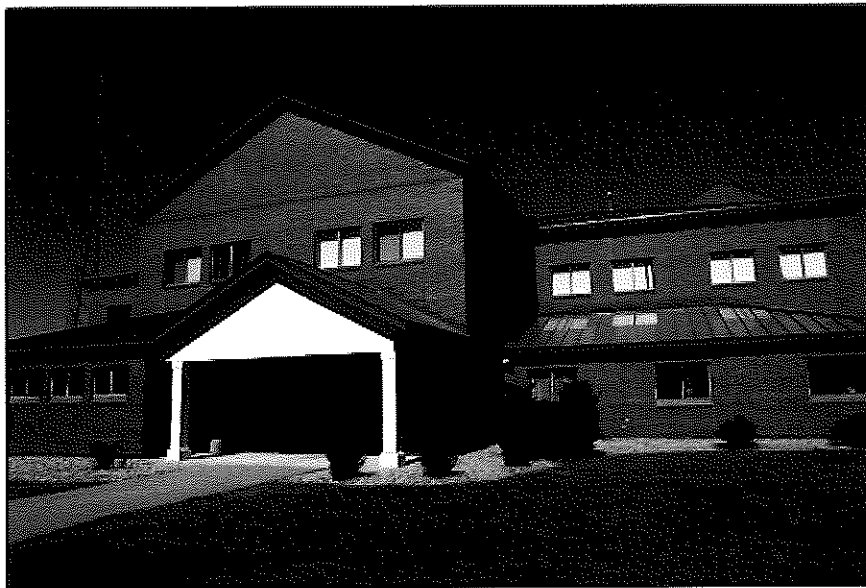
**TOWN OF HOOKSETT  
PUBLIC HEARING NOTICE**

AGENDA NO. 8  
DATE: 11/18/2015  
DJS

The Hooksett Town Council will be holding a public hearing on Wednesday, November 18, 2015 @ 6:30pm at the Hooksett Town Hall Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept public input regarding the revised Hazard Mitigation Plan which is available for review on the town's website [www.hooksett.org](http://www.hooksett.org) > Departments > Fire and Rescue > Proposed Hazard Mitigation Plan 2015 or in Administration at the address noted above. Questions should be directed to the Administration Department at 603-485-8472.



# TOWN OF HOOKSETT NEW HAMPSHIRE



*Hooksett Safety Center, Hooksett, New Hampshire*

# HAZARD MITIGATION PLAN UPDATE 2015

# Town of Hooksett, New Hampshire

## Hazard Mitigation Plan Update 2015

**Prepared by the Southern New Hampshire Planning Commission**

The preparation of this document has been financed in part by a grant from the State of New Hampshire Department of Safety, Division of Homeland Security and Emergency Management

## **ACKNOWLEDGEMENTS**

The Hooksett Town Council would like to thank the following people for contributing their time and effort to complete this *Hooksett Hazard Mitigation Plan*:

### **Hooksett Hazard Mitigation Plan Update 2015** **Committee Members**

**Harold Murray, Chairman, Hooksett Fire-Rescue Department/Emergency Management**

**Jo Ann Duffy, Hooksett Town Planner**

**Dean Jore, Assistant Fire Chief, Hooksett Fire-Rescue Department**

**Leo Lessard, Hooksett Public Works Director**

**Matthew Lavoie, Hooksett Code Enforcement Officer**

**Parker Moore, State of NH Mitigation Planner**

*"Prevention pays. It outperforms Wall Street hands down, and at the same time, it pays dividends that you can't calculate in dollars and cents. It saves lives. It saves suffering. It saves loss of property. Prevention saves jobs. Bottom line, prevention works."*

James Lee Witt, former Director, Federal Emergency Management Agency

Thanks also to:

The New Hampshire Department of Safety, Homeland Security and Emergency Management Division, which developed the "New Hampshire Multi-Hazard Mitigation Plan Update 2013," and

The Local Mitigation Planning Handbook, prepared by FEMA, March 2013.

Both publications served as models for this Plan.

## PREFACE

*Hazard Mitigation Planning* is a new field, spearheaded by the Federal Emergency Management Agency (FEMA) during the 1990s after Hurricane Andrew caused well over 20 billion dollars in damage over several southern states. That event resulted in 54 fatalities and the disruption of millions of lives. The Disaster Mitigation Act of 2000, developed by FEMA, was intended to help both communities and states prepare for, and deal with, such disasters. While New Hampshire normally does not have hurricanes of Andrew's magnitude, this area does experience many types of hazardous occurrences that cost both lives and money.

Natural hazards occur during all four seasons in the Northeast: winter ice, snow, and nor'easters; spring flooding; summer downbursts and thunderstorms; and fall hurricanes. Planning to make a community *disaster-resistant* before these storms occur can help to save lives as well as homes and infrastructure.

The Town of Hooksett has had its share of disasters over the past 100 years. In 1936, flooding caused Main Street to be under 18 feet of water, while taking out homes and train trestles in its path.

FEMA has several programs designed to strengthen the nation's disaster resistance by reducing risks, changing conditions and behaviors before a disaster to protect lives and prevent the loss of property.

FEMA has also recently updated the existing Flood Insurance Rate Maps, as many communities had outdated maps that did not reflect the true extent of flooding potential.

A community's eligibility for hazard mitigation funding depends upon having *adopted* a FEMA approved hazard mitigation plan and updating it at least every five years. Mitigation measures contained within the plan may be sufficient to warrant a grant. The Local Mitigation Planning Handbook, prepared by FEMA, March 2013 provides guidance to local governments on developing or updating hazard mitigation plans to meet the requirements of Title 44 Code of Federal Regulations (CFR) 201.6 for FEMA approval and eligibility to apply for FEMA Hazard Mitigation Assistance grant programs.

## Table of Contents

Acknowledgements .....	i
Preface.....	iii
Section I - Introduction.....	1
What is Hazard Mitigation? .....	2
Why Develop a Mitigation Plan?.....	2
Benefits of Hazard Mitigation.....	2
Background: Hooksett Hazard Mitigation Planning.....	3
Purpose.....	4
Authority.....	4
Scope of the Plan.....	4
Plan Update Methodology .....	5
Town of Hooksett 2013-2014 Hazard Mitigation Committee Members.....	5
Plan Update Public Committee Meetings .....	5
Coordination with other Agencies and Individuals.....	5
Incorporation of Existing Plan Studies, Reports and Technical Information.....	7
Capital Improvements Program .....	7
Hazard Mitigation Goals and Objectives .....	11
Section II - Hazard Identification and Potential Risk Assessment .....	12
Disaster Risk .....	13
Estimated Hazard Losses.....	14
Current Development Trends .....	18
National Flood Insurance Program.....	19
Past and Potential Hazards and Critical Facilities .....	21
Natural Hazards	
A. Flooding .....	23
B. Wind .....	34
C. Wildfire.....	40
D. Ice and Snow Events.....	42
E. Earthquakes.....	45
F. Other Hazards.....	49
“Critical Facilities” .....	52
“Areas at Risk” .....	54
Section III - Existing Mitigation Strategies & Proposed Improvements .....	66
Existing Protection Matrix .....	70
Summary of Recommended Improvements.....	77
Section IV - Newly Identified Mitigation Strategies And Critical Evaluation.....	854
Summary of Critical Evaluation Method .....	876
Preliminary Prioritization.....	887
Section V - Prioritized Implementation Schedule And Funding Sources .....	910
Cost of Implementation.....	954

Section VI - Administrative Procedures Regarding Adoption And Monitoring of the  
Plan..... 97

APPENDIX A - New Hampshire Dam Classification Schedule

APPENDIX B - Definitions

APPENDIX C - Resources, Bibliography, Websites

APPENDIX D - Technical and Financial Assistance for Hazard Mitigation

APPENDIX E - STAPLEE Criteria

APPENDIX F - Meeting Agendas, Minutes and Attendance Sheets

APPENDIX G - Documentation of Plan Adoption

APPENDIX H - Past Prioritized Implementation Schedules



AGENDA NO. 9A  
DATE: 11/18/2015

**Donna Fitzpatrick**

---

**From:** Kathie Northrup <kathien24@myfairpoint.net>  
**Sent:** Tuesday, October 27, 2015 6:51 PM  
**To:** Donna Fitzpatrick; Kathryn Rosengren  
**Cc:** Sullivan Jim  
**Subject:** addition to consent agenda 10/28

*pd*

Hi Ladies. Jim asked that I write to say that the HC received a \$205 check today from an Eagle Scout (Dylan Durazzano) who recently completed a project benefitting the HC. These were funds raised in excess of what he needed. Jim suggested that the consent agenda might be amended Weds night to include acceptance of this donation.

Because the Scout's work was with historic sites and because he attended a recent dedication of an historic roadside marker, the HC, with his consent, will apply the funds to the historic marker account.

Kathie

AGENDA NO. 16-B 15-A  
 DATE: 10/14/15  
11/18/15

Staff Report  
 October 14, 2015  
 Increased Disposal Fees for Electronics

**Background:** The Town of Hooksett has been charging residents to drop off electronics since 2006. Since 2006 we have not raised the rates. We have charge \$.11 per pound since the beginning. Charging for the electronics has never been a break even situation, but it helps towards the cost of disposal.

**Discussion:** The rate for electronic disposal has increased the last year from \$650.00 per 10 yard container to \$870.00 last spring to a recent increase to \$975.00 per 10 yard container. In doing research, most of the surrounding Towns (with the exception to electronics in Manchester) we have the least expensive fees.

**Electronics**

Manchester	\$ .075 per pound		Hooksett	\$.11 per pound
Allenstown	18" or smaller \$10.00	[	18" or smaller	\$6.00 or less
	19" or larger \$20.00	[	19"	\$7.00
Goffstown				
	13" or less \$ 5.00	[	25"	\$11.00
	Greater than 13" \$15.00	[	27"	\$13.00
Pembroke	18" or smaller \$10.00			
	19" or larger \$20.00			
Concord	any size \$20.00			

Presently a 19" TV (old box TV) in Hooksett costs \$7.00 to dispose of. Generally the flat screens weigh less.

**Recommendation:** I recommend that the Town Council vote to have a Public Hearing to change the Solid Waste "other ordinance" # 00-31 to increase the electronic tipping fees to \$.15 per pound.

**Fiscal Impact:** None

**Prepared by:** Diane Boyce, Public Works Director

**Town Administrator Recommendation:** *concur*

*Dr. Dean E. Shankle, Jr.*  
 Dr. Dean E. Shankle, Jr. Ph.D.  
 Town Administrator

**SOLID WASTE  
ORDINANCE #00-31  
PROPOSED FEE CHANGE**

The Town of Hooksett ordains that, pursuant to the authority granted under Section 3.6 of the Hooksett town Charter, the following ordinance is hereby enacted in the Town of Hooksett:

**INTRODUCTION**

An Ordinance is hereby created establishing control of solid waste in the Town of Hooksett (Town), implementing rules and regulations for the operation of the Transfer and Recycling Center (Center), and setting fees for the use of the facilities thereof.

Whereas, the control and regulation of solid waste will serve the public interest, protect the health and safety of Town residents, and conserve our natural resources, and,

Whereas the town has authority pursuant to State law and the town Charter to establish rules and regulations for the control of solid waste, to establish permit regulations, and to prescribe penalties for the violations thereof, and

Whereas it is necessary to establish the rules and regulations for the acceptance of solid waste,

therefore be it ordained by the Town of Hooksett, the County of Merrimack, and the State of New Hampshire, that a solid waste ordinance is hereby established setting forth regulations governing the use of the Center and requiring that permits be obtained and fees paid.

**SECTION 1  
DEFINITIONS AND WORD USAGE**

As used in this Ordinance, the following terms shall have the following meanings;

**CENTER.** The Town of Hooksett Transfer and Recycling Center situated off route 3A.

**COMMERCIAL.** Any and all nonresidential activities.

**CONSTRUCTION DEBRIS.** Non putrescible waste building materials and rubble.

**DEMOLITION WASTE.** See Construction Debris

**DISPOSAL.** The discharge, deposit, injection, dumping, spilling, leaking, or placement of any solid waste into or onto any land or water so that such solid waste or any constituent of it may enter the environment, be emitted into the air, or be discharged into any water, including groundwater.

**HAZARDOUS WASTE.** Any material which has been identified as hazardous waste by the New Hampshire Department of Environmental Services. Such wastes include, but are not limited to, those which are ignitable, irritants, or strong sensitizers, or any combination of these wastes which, because of either quantity, concentration, or physical, chemical or infectious characteristics may: a) cause or contribute to an increase in mortality or an increase in irreversible or incapacitating reversible illness;

and or b) pose a present or potential threat to humans or the environment when improperly treated, stored, transported, disposed of, or otherwise mismanaged.

**INFECTIOUS WASTE.** Any waste which, because of its infectious nature, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

**HOUSEHOLD HAZARDOUS WASTE.** Hazardous waste generated from non-commercial usage by persons in their living abodes.

**METAL GOODS (METAL).** Metal goods include household appliances, air conditioners, aluminum lawn chairs, aluminum windows, outside grills, hot water tanks, and other metallic items that can be readily recycled and marketed.

**MOTOR VEHICLE WASTE.** Used motor oil, motor vehicle batteries, antifreeze, and tires from motorized vehicles.

**RECYCLABLES.** Any item within the town recycling program which can be recycled with the intent of reusing that item.

**RECYCLING.** The collection, storage processing, and redistribution of separated solid waste so as to return material to the marketplace.

**REFUSE.** Any solid waste product which is composed wholly or partly of such materials as garbage, swill, sweepings, cleanings, trash, rubbish, litter, industrial solid wastes, organic wastes, and domestic solid wastes.

**RESIDENT.** A person who is domiciled or has a place of abode in the Town of Hooksett and who has, through all of his or her actions, demonstrated a current intent to designate that place of abode as his or her principal place of physical presence for the indefinite future to the exclusion of all others.

**SOLID WASTE.** Any matter consisting of putrescible material, refuse, and other discarded or abandoned material. It includes solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. For the purposes of this Ordinance, it does not include hazardous waste as defined in RSA 147A:2, infectious waste as defined in this Section, solid or dissolved materials and irrigation return flows, or municipal and industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended, or source special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended. Solid Waste includes municipal solid waste (MSW) as defined in State Waste Rule ENV-WM 103.23

**USER FEE.** A charge usually by a municipality to users of a service.

**YARD WASTE.** Leaves, grass clippings, weeds, hedge clippings, garden waste, and twigs.

SECTION II  
STATUTORY AND REGULATORY AUTHORITY

The Center is operated and maintained in accordance with RSA 149-M:17 solely to receive, transport, and dispose of authorized solid waste generated within the geographical boundaries of the Town.

These regulations have been recommended by the Recycling and Transfer Advisory Committee and adopted by the Town Council pursuant to the authority granted the Council by RSA 149-M:17, II and 31:39, I (f). These regulations are intended to:

1. Prevent unauthorized entrance into and/or use of the Center;
2. Prohibit the disposal of illegal and/or unacceptable solid waste;
3. control the disposal of authorized solid waste to facilitate compliance with operating standards, improve efficiency and productivity, encourage recycling and reuse of our resources, and maximize the life of the Center; and
4. Establish permit procedures.

The Superintendent of the Center is authorized to promulgate additional regulations subject to the approval of the Town council which may include, but are not limited to, the following subjects:

1. Separation of solid wastes and other materials;
2. Inspection procedures;
3. Hours of operation; and
4. Establishing fees.

SECTION III  
USE OF CENTER

A. Permit Required

No resident shall dispose of solid waste at the Center without having obtained a permit for such activity. In the event, the vehicle being used is not registered in Hooksett, paperwork disclosing the residential address must be submitted.

B. Removal of Material

No material shall be removed from the Center without authorization.

C. Designated Areas

Solid waste shall be disposed of only in the designated areas.

D. Unauthorized Entry

No person shall enter or attempt to enter the Center at times other than during posted operating hours.

SECTION IV  
RECYCLING

The policy of the Center is to promote and encourage recycling within the Town. The recycling program is intended to facilitate the reuse of resources, reduce operating costs through the avoidance of high tipping fee rates, and provide additional income to the Town (when applicable).

Residents, who use the facility, will be required to recycle cardboard. Cardboard is easily accepted in an area clearly marked. The recycling of other materials is strongly encouraged.

SECTION V  
SOLID WASTE POLICIES

A. Acceptable Solid Waste

Solid waste which is allowed to be received at the Center includes refuse, construction debris and demolition waste, motor vehicle waste, yard waste residential brush, appliances, and scrap metal. user fees may apply, see Section VIII.

Clean demolition will be accepted: sheetrock (must be kept separate) wood, asphalt shingles (must be kept separate) and bricks (must be kept separate).

Metal items and appliances will be accepted. Appliances with Freon will be kept separate.

Yard waste (grass clippings, garden waste, and leaves) must be brought to the designated area (compost pile) and must be free from branches. Material brought in plastic bags must be emptied.

Some household hazardous wastes may be brought to the facility. Residents need to contact the facility to determine if it can be accepted.

B. Unacceptable Solid Waste

Materials which will not be accepted at the Center shall include, but not be limited to, the following:

1. Hazardous Waste. Hazardous waste or materials which the Town considers to be detrimental to the operation of the Center or which require special handling or disposal procedures.
2. Other. Infectious, pathological and biological waste, radioactive materials, oil sludges, hazardous refuse of any kind, or other substances which are now or are hereafter considered harmful, inflammable, hazardous, or toxic, or which would otherwise not normally be allowed for burial under New Hampshire Department of Environmental Services or U.S. Environmental Protection Agency regulations, or which would be likely to pose a threat to health or safety, or which may cause damage to or adversely affect the operation of the Center.
3. Tires on rims. Also see Section VII, Fees.
4. Stumps; Logs. Stumps and logs greater than three inches in diameter or three feet in length.

#### SECTION VI PERMIT PROCEDURES

##### A. In General.

Permits may be obtained during normal business hours at the Center, 210 West River road, Hooksett, New Hampshire.

All permits shall be nontransferable.

Each vehicle intended for transport of solid waste to the Center must be permitted.

Permits must be prominently displayed on the window of the passenger side of the vehicle, which is bearing solid waste to be disposed of at the Center.

1. Residential
  - a. Any person applying for a permit must present a vehicle registration showing residence in the Town.
  - b. Permits are issued free of charge.
2. Commercial.
  - a. Any commercial entity must call the office for permission to enter the premises and have proper identification of legal Hooksett address. Permits will not be issued.

- b. Hooksett commercial entities, may use the facility only to bring in solid waste that is generated in Hooksett

B. Revocation of Permit

The Superintendent may revoke the permit of any holder when a written finding is made that the holder of the permit or the holder's agent has violated any provisions of these regulations or any regulations promulgated hereunder. The Superintendent will provide written notice of the revocation to the holder of the permit by certified mail. Any person ~~or commercial entity~~ with such notice of revocation may request a hearing before the Town Administrator within fifteen (15) days of the receipt of such notice. The Town Administrator will affirm, reverse, or modify the action of the Superintendent. The revocation of the permit will be stayed during the pendency of the appeal.

SECTION VII  
VIOLATIONS AND PENALTIES

Any person or commercial entity violating any provision of this ordinance or any regulation adopted pursuant to this Ordinance shall:

- a. be subject to a civil penalty not to exceed \$3,000 for each act constituting a violation of this Ordinance or the regulations adopted pursuant hereto;
- b. be subject to revocation of permission to use the Center;
- c. be liable for all costs incurred by the Town resulting from the violation and enforcement of this Ordinance, including attorney's fees; and,
- d. be liable for all costs of removal of solid waste improperly disposed of and all costs incurred by the Town resulting from the improper disposal of waste at the Center.

SECTION VIII  
FEES

The following disposal fees (user fees) are designed to defray some of the expense incurred by the Town in administering and operating the Center. This list is not meant to be all inclusive and additional information can be obtained by calling the office at 669-5198 or checking the website at [www.hooksett.org](http://www.hooksett.org) and checking under the Recycling and Transfer Department

<u>Demolition.</u>	\$100.00 per ton
<u>Furniture.</u>	\$100.00 per ton
<u>Carpet.</u>	\$100.00 per ton (must be cut into 4' lengths).



Electronics. ~~\$.11 per pound~~

Electronics. \$.15 per pound

Metal. Fee assessed per unit.

Metal with refrigerants (per unit) Resident \$11.00

Commercial \$20.00

Appliances (per unit) \$5.00

Recycling No fee

Solid Waste Resident \$0

Commercial \$100.00 per ton

Tires (not on rims)

Resident – No charge for the first four tires (passenger tires) per year per registered Hooksett vehicle, thereafter a charge of \$2.00 for each tire. Not accepted from commercial entities.

Yard Waste Fee assessed per load, one –ton truck.

Resident \$0

Commercial \$15.00

Adopted: 6/11/97

Amended: 3/10/10

Amended: 10/8/2014

AGENDA NO. 15-080  
DATE: 11/18/2015

*JD*

**Dean Shankle**

---

**From:** Jo Ann Duffy  
**Sent:** Thursday, November 12, 2015 9:27 AM  
**To:** Dean Shankle  
**Cc:** Diane Boyce  
**Subject:** FW: Berry Hill

**Jo Ann**

Jo Ann Duffy, Town Planner  
35 Main Street, Hooksett, NH 03106  
603.268.0279 [jduffy@hooksett.org](mailto:jduffy@hooksett.org)

---

**From:** Chris Martel [<mailto:cmm50@comcast.net>]  
**Sent:** Tuesday, November 10, 2015 8:20 PM  
**To:** Jo Ann Duffy  
**Cc:** Roy, Henry and Nancy; James Sullivan; Timothy Tsantoulis  
**Subject:** Re: Berry Hill

JoAnn: We are satisfied with the work that was completed. We regret we had to take the actions we did to get a satisfactory resolution to two of the three issues, specifically the driveways and the deterioration of the road around the manholes and drains in the road. The final resolution regarding the application of the wearing course to the existing roads in the development is still an open issue but not critical at this time. It has, as you know, been nine years since the base coat has been laid down. We hope the wearing course will be completed in 2016. We reserve the right to revisit the issue in the future if the situation warrants but for now no further action will be necessary.

On behalf of the Board and residents of Berry Hill Estates I would like to thank you, and the Town Council for your thoughtful consideration of our issues. It was very helpful to us to have your support. We do still have an outstanding request to have the town engineer review the site plans and the development to determine if other issues exist that need correction. I believe it would be appropriate to do this next spring if possible.

Thank you again for your help and support.

Chris Martel  
President BHE Association

AGENDA NO. 15-043  
DATE: 11/18/2015

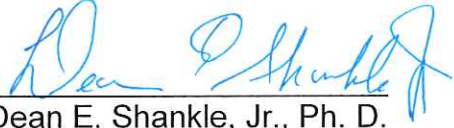
**Staff Report**  
**Public Safety Administrative Consolidation**  
**Wednesday, November 18, 2015**

**Background:** Council has been discussing the possibility of an administrative consolidation between the police and fire departments for quite some time. At a recent meeting they requested that people that had questions should address them to the Town Administrator.

**Issue:** I received a number of questions that fell into three general categories: Legal, Operational and Financial. I expect to have a legal opinion by the time of the meeting and the operational questions I can address. However, the financial questions cannot be answered with enough specificity unless the Council gives me the authority to do so.

**Recommendation:** That the Council moves to authorize the Town Administrator to put together a financial proposal for the administrative consolidation of the police and fire departments with enough detail to be able to answer the questions asked by the residents of the town.

**Prepared by:** Town Administrator Dean Shankle.

  
\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D.  
Town Administrator

AGENDA NO. 15-083  
DATE: 11/18/15

**Staff Report  
General Assessing Services Contract  
November 18, 2015**

**Background:** The current assessing contract ends December 31, 2015. The Town issued a request for proposal and received two (2) bids; KRT Appraisals and Granite Hill Municipal Services.

**Issue:** KRT Appraisals bid a rate of \$60.00 per hour for all services including BTLA and Superior Court defense of values guaranteed for 5 years. Granite Hill Municipal Services bid a rate of \$55.00 per hour for all assessing services and \$120.00 per hour for Commercial/Industrial property appeals. The fee will increase by the rate of COLA as published at the end of the third quarter of the present year.

**Discussion:** Both firms are qualified and can provide General Assessing Services as outlined in the proposal. Both firms are agreeable to an 18 month contract which would provide services from January 1, 2016 through June 30, 2017 for an estimated 35 hours per month plus appeals. KRT Appraisals has included a six (6) month opt out for the Town with no penalty.

**Recommendation:** Based on cost, level of services, qualifications and recommendations obtained from other municipalities, it is recommended that the Town enter into an eighteen (18) month contract with KRT Appraisals with an option to cancel after 6 months.

**Motion to award the General Assessing Services contract to KRT Appraisals for the period of 18 months, from January 1, 2016 to June 30, 2017.**

**Prepared by:** Lee Ann Moynihan, Real Estate Appraisal

**Town Administrator Recommendation:** Concur.

  
\_\_\_\_\_  
Dean E. Shankle Jr. Ph.D.  
Town Administrator

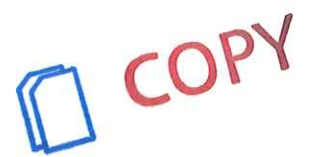


# **Town of Hooksett, New Hampshire**



## **Proposal for General Assessing Services**

### **KRT Appraisal**



# Town of Hooksett, New Hampshire

## Proposal for General Assessing Services

### **KRT Appraisal**

191 Merrimack St, Suite 701

Haverhill, MA 01830

Tel: (877) 337-5574

Fax: (978) 914-7201

October 15, 2015

## TABLE OF CONTENTS

- A: Letter of Transmittal
- B: Statement of Services
- C: Company Profile
- D: Qualifications/References
- E: Resumes
- F: Copy of RFP

October 12, 2015

Dean Shankle Jr.  
Administration Department  
35 Main Street  
Hooksett, NH 03106

**Letter of Transmittal**

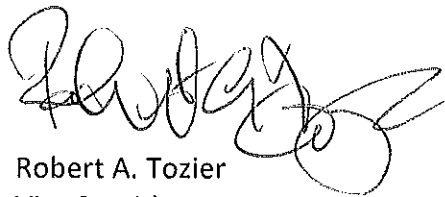
Dear Mr. Shankle:

The following report is submitted in response to your Request for Proposals, for the Town of Hooksett, New Hampshire. This proposal will serve to provide the Town with our qualifications and experience in providing similar services in the past. KRT Appraisal is in good financial standing, never filed for bankruptcy and has never been disqualified or terminated by any Town. KRT Appraisal has the capability to perform the services requested in the RFP while meeting all assessing deadlines and quality expectations in an effective and efficient manner.

KRT Appraisal's staff CNHA will be responsible for the completing the General Assessing Services. Our experience, education, and familiarity with Vision CAMA Version 6 make KRT Appraisal an excellent candidate to provide all of the requested services.

KRT Appraisal is pleased to provide this proposal and we look forward to the opportunity to discuss it with you. Please do not hesitate to call if there are any questions or if more information is necessary.

Sincerely,



Robert A. Tozier  
Vice President  
KRT Appraisal  
Office: (877) 337-5574  
Fax: (978) 914-7201  
rob\_tozier@krtappraisal.com  
www.krtappraisal.com



## STATEMENT OF SERVICES

### GENERAL ASSESSING SERVICES

#### 1) PROFILE OF HOOKSETT, NH

**1.1:** Hooksett is located in Merrimack County, New Hampshire with a population of approximately 13,675. Hooksett includes 6,000 parcels with a mix of Residential and Commercial properties.

#### 2) SCOPE OF THE PROJECT

**2.1:** Subject to the terms and conditions of this Statement of Services, KRT Appraisal will provide General Assessing Services for a period of one (1) year, renewable for up to five (5) years upon mutual consent.

##### A) General Assessing Services

**2.A.1:** KRT Appraisal shall provide the following services for each year of the contract.

- Adequately manage and maintain the following: exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations.
- Perform field inspections on all properties that have changed ownership during each year of the Contract and investigate and verify the circumstances surrounding all sales as required by the NH Department of Revenue Administration.
- Review and research all properly filed taxpayer abatement requests; making recommendation to the Town Council in writing.
- Meet with taxpayers wishing to discuss their valuations, answer questions.
- Meet with the Town Administration and Town Council upon request.
- Review and research all properly filed taxpayer abatement requests; making recommendation to the Board of Selectmen in writing.
- Represent the Town and its best interest in all abatements or appeals.
- Meet and work with the DRA monitors to ensure the Town of Hooksett is satisfying all state certification requirements and to maintain a positive and responsive working relationship.
- Perform annual assessment to sales ratio studies for the purpose of informing the Selectmen of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8- Revised Inventory.
- Supervise the activities of the assessing office.
- Other miscellaneous functions determined by the Town as needed.

**2.A.2:** KRT Appraisal shall provide consistent weekly office hours using a mutually agreed upon schedule, with flexibility to change as the demands of the office change. It is anticipated that an average of forty five (45) per month will be sufficient time to complete the above General Assessing Services.

### **3) PUBLIC RELATIONS**

**3.1:** KRT Appraisal will take measures at all times to foster and maintain good relations with the Town of Hooksett's taxpayers, Town Officials, Agents, and Town Employees.

### **4) EQUIPMENT AND SUPPLIES**

**4.1:** The Town shall provide KRT Appraisal with the following equipment and supplies available for the duration of the contract:

- a) Adequate office space with furniture and chairs
- b) Remote access to a computer and printer
- c) Access to a telephone for local calls
- d) A full set of current tax maps as well as the most current zoning map

**4.2:** All records, computations, maps, manuals, cards, computer discs and other electronic data, photographs, schedules, tables, reports, etc. from KRT Appraisal in respect to any work completed under the contract shall be left in custody and become property of the Town.

### **5) PAYMENT SCHEDULE**

**5.1:** The Town shall be invoiced monthly for all hours completed during the prior month. The invoice shall be paid within thirty (30) days of receipt.

### **6) INSURANCE**

**6.1:** KRT Appraisal, working as an independent contractor, shall carry and maintain in force professional and general liability insurance, as well as workmen's compensation insurance. KRT Appraisal shall save the Town, its agents, servants, and employees harmless, at KRT Appraisal's sole expense, to any liability or legal proceeding occurring as a result of KRT Appraisal's actions or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees.

**6.2:** KRT Appraisal's general liability policy has limits of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. This policy provides comprehensive coverage against claims for personal injury, death, or property damage. Documentation shall be made available within thirty (30) days if awarded the contract.

**6.3:** KRT Appraisal's professional liability policy has limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. Documentation shall be made available within thirty (30) days if awarded the contract.

**6.4:** All of KRT Appraisal's employees shall carry adequate automobile insurance to provide comprehensive coverage of one million dollars (\$1,000,000) each person/each occurrence for bodily injury liability. Documentation shall be made available within thirty (30) days if awarded the contract.

## **7) EMPLOYEES**

**7.1:** KRT Appraisal's employees shall at all time treat the taxpayers, residents, and Town employees with respect and courtesy.

**7.2:** The Town, at its sole discretion, shall reserve the right to request that any employee involved in the project be removed for any reason it deems appropriate or in the best interest of the Town.

**7.3:** KRT Appraisal shall not employ or compensate, in any way, a Town Officer, agent, or employee, or any member of the family of such officer or employee of the Town of Hooksett in the performance of any work under this contract.

**7.4:** All KRT Appraisal employees are certified with the DRA to complete the tasks they will be assigned for. All employees assigned to this project shall also be approved by the DRA before project commencement.

**7.5:** All KRT Appraisal employees working outside the Town Hall or assigned in office quarters will, at all times, wear an identification badge, in a format acceptable to the Town, on a conspicuous location upon their person. All employees will allow for close inspection of the badge upon request of any interested party.

## **8) ASSIGNMENT OF CONTRACT**

**8.1:** KRT Appraisal shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to KRT Appraisal from the Town hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Town, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against KRT Appraisal in the absence of such assignment.

## KRT APPRAISAL COMPANY PROFILE

Located in Haverhill, Massachusetts, and founded in April 2010, KRT Appraisal provides superior Revaluation and Assessing services for municipalities throughout New England. KRT Appraisal brings a fresh and innovative approach in providing these services by listening to the client's needs and working with them to produce a high quality product. Our goal is to exceed the expectations of every client by offering competitive pricing, on time project completion, and outstanding customer service. Typically, we are on-location performing appraisal work and providing technical training and support to the office staff. Our associates are distinguished by their appraisal knowledge and experience, thereby ensuring that our clients receive the most effective and professional service. KRT Appraisal offers a wide variety of services. These services include:

- ❖ Data Collection
- ❖ Digital Imaging
- ❖ Building Permit Review
- ❖ Field/Desk Reviews
- ❖ Data Quality Studies
- ❖ Consulting
- ❖ Abatement Review
- ❖ Full Revaluations
- ❖ Statistical Updates
- ❖ Personal Property Listing and Valuation
- ❖ Contract Assessing

KRT Appraisal believes in harnessing technology, which is why we give our associates the tools and training they need to get the project done in the most effective manner. We pride ourselves on our proven track record for administering multiple projects. This is due to successfully managing team members to utilize all the technology that is available to them.

Over the last few years, many Municipalities have been hit hard by the global recession. This has dramatically changed the way local governments operate. In attempting to be more fiscally conscious, all budgeted items have come under great scrutiny. This is especially evident in the area of appraisal and assessment administration. KRT Appraisal was created with this in mind. As a small company, KRT Appraisal can offer more hands-on services at competitive prices.

## QUALIFICATIONS

### 1) PROJECT STAFFING

KRT Appraisal's Assessing staff has been approved by the Department of Revenue Administration (DRA). Doug Irvine is a CNHA and Keith Hawley is one class and the test away from becoming a CNHA. KRT Appraisal will be responsible for the staffing under the contract and will employ the following organizational structure to manage the project:

Title	Name	DRA Status	Experience
Assessing Director	Kenneth Rodgers	Supervisor	25 Years
Chief Assessor	Doug Irvine	Assessor, CNHA	12 Years
Assessor Assistant	Keith Hawley	Assessor Assistant	5 Years

Employee resumes are located in Section E of this proposal. They contain prior work experience, positions held, responsibilities, and educational and professional affiliations.

### 2) CAMA SYSTEM

KRT Appraisal has extensive hands-on experience using the Vision CAMA Version 6 Software package. As former upper level managers with Vision Appraisal Technology, KRT Appraisal's associates developed widespread knowledge of cost modeling, table maintenance, and advanced report writing. KRT Appraisal's upper management has completed over forty revaluations using the City's current Vision Appraisal CAMA System.

### 3) REFERENCES/CURRENT ASSIGNMENTS

KRT Appraisal's associates have provided assessing services throughout New Hampshire over the past five years, most of which using Vision Version 6 CAMA Software. KRT Appraisal's associates have valued some of the most diverse communities in New England, including many Municipalities in New Hampshire of similar size. The following page contains a complete list of those projects as well as KRT Appraisal's current commitments.

## KRT Appraisal Current/Completed Work

<u>City/Town</u>	<u>Approx Size</u>	<u>Services</u>	<u>Year</u>	<u>Contact</u>	<u>Phone Number</u>
Keene, NH	6,200	Residential Update	2016	Dan Langille	(603) 352-2125
Salem, NH	12,700	Statistical Update	2016	Nom Pelletier	(603) 890-2018
Milford, NH	5,500	Revaluation Update	2016	Marti Noel	(603) 249-0615
Amherst, NH	5,000	Contract Assessor	Current	Michele Crowley	(603) 673-6041
Gorham, NH	1,800	Contract Assessor/Cyclical Data Collection	Current	Robin Frost	(603) 466-3322
Berlin, NH	4,600	Contract Assessor	Current	James Wheeler	(603) 752-7532
Bethlehem, NH	2,200	Contract Assessor	Current	April Hibberd	(603) 869-3351
Claremont, NH	5,500	Contract Assessor	Current	Marlene Jordan	(603) 542-7004
Belmont, NH	4,300	Contract Assessor/Cyclical Data Collection	Current	Jeanne Beaudin	(603) 267-8300
Troy, NH	1,200	Contract Assessor	Current	William T. Matson	(603) 242-7722
Milford, NH	5,500	Data Collection 1,500 Parcels	Current	Marti Noel	(603) 249-0615
Goffstown, NH	4,000	Cyclical Data Collection	Current	Scott Bartlett	(603) 497-8990
Harpwell, ME	4,500	Assessing Consultant	Current	Debbie Turner	(207) 833-5771
Warren, NH	1,050	Contract Assessor/Statistical Update	Current	Board of Selectmen	(603) 764-5780
Stow, MA	3,000	Cyclical Data Collection	Current	Dotty Wilbur	(978) 897-4597
Berlin, NH	4,600	Statistical Update	2015	James Wheeler	(603) 752-7532
Portsmouth, NH	6,950	Residential Update	2015	Rosann Maurice-Lentz	(603) 610-7249
Nantucket, MA	9,500	C&I Update	2015	Debbie Dilworth	(508) 228-7200
Windham, NH	6,200	Statistical Update	2015	Dave Sullivan	(603) 432-7732
Rindge, NH	2,800	Cyclical Revaluation (2013-2015)	2015	Dave DuVernay	(603) 899-5181
Windham, NH	6,200	Data Collection 4,500 Parcels	2015	Dave Sullivan	(603) 432-7732
Worcester, MA	48,000	Cyclical Data Collection	2014	Bill Ford	(508) 799-1098
Longmeadow, MA	6,000	Statistical Update	2014	Bob Leclair	(413) 565-4115
Rowley, MA	2,500	Interim Update	2014	Sean McFadden	(978) 948-2021
Claremont, NH	5,500	Statistical Update	2014	Marlene Jordan	(603) 542-7004
Biddeford, ME	7,900	Statistical Update	2014	Frank Yattaw	(207) 284-9003
Longmeadow, MA	6,000	Cyclical Data Collection	2014	Bob Leclair	(413) 565-4115
Worcester, MA	48,000	Certification Consultant	2013	Bill Ford	(508) 799-1098
Troy, NH	1,200	Full Revaluation	2013	William T. Matson	(603) 242-7722
Bethlehem, NH	2,200	Full Revaluation	2013	April Hibberd	(603) 869-3351
Topsfield, MA	2,500	Commercial Interim	2013	Pauline Evans	(978) 887-1514
Durham, NH	2,900	Statistical Update (Residential Only)	2013	Jim Rice	(603) 868-8065
Rockport, MA	4,500	Revaluation Update	2013	Diane Lashua	(978) 546-2011
Brunswick, ME	5,000	Mobile Home Valuation	2013	Cathy Donovan	(207) 725-6650
Bedford, NH	8,000	Revaluation Update Consultant	2013	Bill Ingalls	(603) 472-8104
Nantucket, MA	9,500	Building Permits, C&I Interim Update	2013	Debbie Dilworth	(508) 228-7200
Rye, NH	3,000	Revaluation Update	2012	Norm LeBlond	(603) 964-5523
Gorham, NH	1,800	Full Revaluation	2012	Robin Frost	(603) 466-3322
Bedford, NH	8,000	Data Collection 850 Parcels	2012	Bill Ingalls	(603) 472-8104
Brunswick, ME	5,000	Partial Revaluation (BNAS)	2012	Cathy Donovan	(207) 725-6650
Topsfield, MA	2,500	Commercial M&L and Valuation, Permits	2012	Pauline Evans	(978) 887-1514
Westwood, MA	5,000	Building Permit Review & Personal Property	2012	Debbie Robbins	(781) 326-1904
Newburyport, MA	5,700	Building Permit Review	2012	Dan Raycroft	(978) 465-4403
Rowley, MA	2,500	Interim Update	2012	Sean McFadden	(978) 948-2021
Milford, NH	5,500	Revaluation Update/Commercial M&L	2011	Marti Noel	(603) 249-0615
Worcester, MA	48,000	Residential Analysis/Field Review	2011	Bill Ford	(508) 799-1098
Dudley, MA	2,500	Personal Property Valuation	2011	Lisa Berg	(508) 949-8006
Rowley, MA	2,500	Interim Update	2011	Sean McFadden	(978) 948-2021
Winthrop, MA	6,000	Revaluation Update	2011	Carol Douglas	(617) 846-2716
Newburyport, MA	6,500	Building Permits	2011	Dan Raycroft	(978) 465-4403
Westwood, MA	5,000	Building Permits, Personal Property Valuation	2011	Debbie Robbins	(781) 326-1904
Worcester, MA	48,000	Desk Review 13,750 Parcels	2011	Bill Ford	(508) 799-1098

# KENNETH J. RODGERS

## MASS APPRAISAL EXPERIENCE

### **KRT Appraisal, Haverhill, MA**

04/10- Present

**President/Project Director** - Responsible for the overall operations of the appraisal company. Duties include budgeting, marketing, payroll, and management of all appraisal operations. Also responsible for planning, implementing and running revaluation projects for municipalities. Specific duties include the mass appraisal of residential, commercial, industrial, and personal property accounts. Duties include property sales review and verification, statistical analysis, model calibration, the supervision of data collectors and field review appraisers, taxpayer hearings and all reporting requirements as they relate to project certification.

### **Vision Appraisal Technology, Northboro, MA**

01/07-04/10

**District Appraisal Manager** - Responsible for planning, implementing, and supervising revaluation projects for various municipalities. Specific duties include supervising project managers, appraisal staff and data collectors on multiple mass appraisal projects. Duties include public relations, statistical analysis and model calibration, and defense of values.

1/01- 12/06

**Project Manager** - Responsible for planning, implementing and running revaluation projects for various municipalities. Specific duties include the mass appraisal of residential, commercial, industrial, and personal property accounts. Duties include property sales review and verification, statistical analysis, model calibration, the supervision of data collectors and field review appraisers, taxpayer hearings and all reporting requirements as they relate to project certification.

### **Assessing Department, Town of Auburn, MA**

04/96- 01/01

**Chief Assessor** - Responsible for the appraisal and assessment of 6,800 taxable residential, commercial, industrial, and personal property accounts with an assessed value in excess of 1 billion dollars.

Responsible for the daily operations of the Assessing Department. Specific duties include budgetary planning, public relations, new growth, taxpayer inquire and appeal, testifying on behalf of the Board of Assessors at hearings before the Appellate Tax Board, preparation of the tax rate information as well as the annual Classification Hearing, and providing leadership, guidance, and direction to the staff.

Responsible for the Department of Revenue certification procedures. Specific duties include revaluation implementation, measuring and listing properties, sales verification, data quality studies, statistical analysis, residential modeling and calibration, sales ratio studies, and all reporting documentation for the Department of Revenue.

### **Assessing Department, Town of Northborough, MA**

07/98- 06/01

**Part-time Board Member** - Responsibilities include weekly Board of Assessor meetings, abatement inspections, voting on abatements and exemptions, and other duties specific to the overall operation of the Assessor's Office.

## **PROFESSIONAL DESIGNATIONS AND CERTIFICATIONS:**

Massachusetts Accredited Assessor (MAA) inactive  
Certified Maine Assessor (CMA)  
Certified Assessor Supervisor, Department of Revenue Administration, New Hampshire  
Certified Project Supervisor, Department of Taxes, State of Vermont

## **EDUCATION, MILITARY AND APPRAISAL COURSES:**

United States Marine Corps, Honorable Discharge  
Haverhill High School

## **International Association of Assessing Officers:**

Tax Policy  
Principles and Techniques of Cadastral Mapping  
Mass Appraisal of Residential Properties  
Assessment Administration  
Income Approach to Value  
Fundamentals of Mass Appraisal  
Fundamentals of Real Property Appraisal  
USPAP Update  
Fundamentals of Assessment Ratio Studies  
Site Analysis  
Understanding Real Property Appraisal

## **Massachusetts Association of Assessing Officers:**

Demonstration Appraisal Report Writing  
Principles of Assessment Procedure  
Assessment Administration, Department of Revenue  
Personal Property Auditing

## **Other Related Courses and Seminars:**

New Hampshire Statutes Course  
Multiple Regression Analysis, SPSS  
Intro to Statistics, SPSS  
Exterior Construction Components, MBREA  
Project Management, AMA  
Geographical Information Systems, IAAO  
Appraising 1-4 Family Properties; J.M.B. Real Estate Academy  
USPAP, J.M.B. Real Estate Academy  
Course 1A; Massachusetts Board of Real Estate Appraisers

## **Expert Witness**

Massachusetts Appellate Tax Board  
New Hampshire Board of Land and Tax Appeals  
Maine Board of Assessment Review  
Maine County Commissioners



# DOUG IRVINE

## ASSESSING EXPERIENCE

### **KRT Appraisal, Haverhill, MA**

8/2015 - Present

**Chief Assessor** - Responsible for the supervision of assessing functions for multiple municipalities. Specific duties include supervising data collectors for cyclical inspections, providing abatement and tax appeal support, reviewing deeds and lot splits, reviewing credit and exemption applications, building permit review, administering current use and the issuing of the land use change taxes, and the overall management of the assessor's duties.

### **Town of Bedford, NH**

02/2008-08/2015

**Assistant Assessor** - Assist Assessor in establishing values for residential, commercial and industrial property; verify residential sales properties through property visits, research and MLS review; manage building permit program - conduct associated valuation and data changes for all property classes; conduct cyclical property inspections as needed; assist Assessor with abatement inspections, BTLA docket file preparation and appeal cases; enter and verify sales in the DRA Equalization software system; research and review deeds, subdivisions, current use issues as needed; manage and bill timber and excavation intents and reports.

### **Town of Concord, MA**

02/2007- 02/2008

**Assistant Assessor/Field Lister** - Conduct data collection for the valuation of residential, commercial and industrial properties; run data entry and valuation tasks through Vision Appraisal CAMA software system; manage and maintain building permit program; conduct cyclical property inspections per DOR guidelines, assist with sales verifications and abatement cases.

### **Vision Appraisal Technology, Northboro, MA**

05/2003- 02/2008

**Appraiser Assistant** - Manage data collection teams for revaluations in municipalities throughout New England; conduct and supervise revaluation hearings for property owners; handle data entry and valuation through Vision Appraisal software system; measure & list residential, commercial & exempt properties for cyclical and mass appraisal projects, conduct and manage field review operations for revaluations.

## **EDUCATION/CERTIFICATIONS**

Iowa State University, Liberal Arts, Business & School of Design 1986-1988  
Bachelor of Fine Arts, The School of the Art Institute of Chicago, 1990  
(graduated with honors)

## **PROFESSIONAL DESIGNATIONS AND CERTIFICATIONS**

Certified New Hampshire Assessor (CNHA) #181

DRA Certified Assessor

## **COURSE WORK**

IAAO, & REA

REA 101: Real Estate Appraisal Basics; IAAO Courses 102, 300, 400,  
USPAP 151.

NHAAO, NH DRA, MAAO

MAAO Course 200 Principals of Assessing Procedures; NH State Statutes I & II, Excel for Assessors; Statistics, Modeling & Finance; National USPAP 7 Hour Update; Credits and Exemptions Mini Course; UNH Forest Laws for Municipal Officials; Evaluating Commercial Construction; Evaluating Residential Construction; Various education sessions NHAOO & Vision Appraisal.

# KEITH R. HAWLEY

## MASS APPRAISAL EXPERIENCE

### **KRT APPRAISAL, HAVERHILL, MA**

04/2015- **Assistant Assessor**

Present Responsible for administering routine assessing functions for multiple cities and towns throughout New England. Specific duties include cyclical inspections, building permit inspections, reviewing abatement applications and making recommendations to the Assessor, and providing input into the daily operation of the Assessing Office.

### **PATRIOT PROPERTIES, INC., MARBLEHEAD, MA**

2013- **Field Associate/Data Collector**

2014 Responsible for measuring and listing all classes of property in the field. Specific duties include listing sales and building permits, call backs, digital imaging, and data entry on Patriot Properties AssessPro database. Massachusetts projects worked on include: West Newbury, Newbury, Essex, Beverly, Marblehead, Manchester-by-the-Sea, Andover, and Swampscott.

### **NEW ENGLAND MUNICIPAL CONSULTANTS, Ltd., WEST NEWBURY, MA**

2010- **Field Associate/Data Collector**

2013 Responsible for measuring and listing all classes of property in the field. Specific duties include listing sales and building permits, call backs, digital imaging, and data entry on Patriot Properties AssessPro database. Vermont projects worked on include: Troy, Jay, Barton, Orleans, Lyndonville, Burke, Concord, Norwich, Salisbury, Plymouth, and Brownsville. Massachusetts project worked on included: Groveland

## NON-RELATED EXPERIENCE

### **UPS, CHELMSFORD, MA**

2009- **Package Handler**

2010 Responsibilities include loading UPS Feeder trucks with precision and speed, and sorting packages by zip codes based on destination. Duties included being

handpicked to for an Air-Sort team that loaded Air Freight during the high peak of the holiday season.

## **NEW HAMPSHIRE FISHER CATS, MANCHESTER, NH**

### **2007- Production Assistant/Game Day Staff**

2008 Responsibilities include running the center field video scoreboard, creating videos and short clips, and assisting with the Graphics Manager with the creation of overlays and backdrops. Responsibilities also included unofficially scoring the game to keep player statistics for up to date stats on the scoreboard.

## **EDUCATION**

**Southern New Hampshire University – Business Studies / Sports Management**

**Johnson & Wales University – Sports/Entertainment/Event Management**

**Pentucket Regional High School – High School Diploma 2004**

## **APPRAISAL EDUCATION/CERTIFICATIONS**

### **JMB Real Estate Academy, Lowell, MA**

- 1) Basics of Appraisal Principles (2014)
- 2) Basics of Appraisal Procedures (2015)
- 3) National Uniform Standards of Professional Appraisal Practice (2015)
- 4) Supervisory Appraiser / Trainee Appraiser (2015)

### **Massachusetts Association of Assessing Officers**

- 1) Principles of Assessing Procedures (2015)

**Todd Haywood, CNHA  
Granite Hill Municipal Services  
PO Box 1484  
Concord NH 03302  
603-496-7293**

10/21/2015

Town of Hooksett  
Town Council  
35 Main St.  
Hooksett N.H. 03106

Re: Assessing Services

Dear members of The Council,

I have prepared a proposal for your review. I look forward to the continued opportunity to service the Town of Hooksett. I urge you to consider renewing my contract with the intent of continued continuity of the Town's assessments. If you have any additional terms or have specific verbiage you would like included in a proposal please feel free to contact me so we can discuss them.

Please note that the fee for field-work would only apply in the event the town's field appraiser was unable to complete the required field work in a timely manner.

I feel confident stating; over the past few years under my watch, the Assessor's Office has become vastly more efficient in its operation thus reducing the operating expense without compromising customer service.

I am committed to ensuring that I am available to my clients to provide service second to none. I am confident I will give you quality service at a cost effective rate.

Sincerely,



Todd Haywood, CNHA, Appraiser Supervisor  
603-496-7293  
e-mail  
[granitehillmunisvs@hotmail.com](mailto:granitehillmunisvs@hotmail.com)

## EDUCATION

### Concord High School

NH Technical College- Business management major

### International Association of Assessing Officers Courses

Course 101 "Fundamentals of Property Appraisal",

Course 102 "The Income Approach to Value",

Course 155 "Depreciation Analysis"

Course 300 "Fundamentals of Mass Appraisal".

Course 311 "Residential Modeling"

Course 312 "Commercial Modeling"

Course 400 "Assessment Administration"

Course 701 "Golf Course Valuation"

Workshop 171 "Ethics for Assessors"

**The Appraisal Foundation** "2003 & 2013 Uniform Standards of Professional Appraisal Practice"

**NHAAO** "2003 NH State Statutes Course", "2015 NH State Statutes II"

**2006 IAAO** Uniform Standards of Professional Appraisal Practice Standard 6.

**Avitar**- "80 Hour Appraisal Training Course."

### Court Experience

Appeared before the NH Board of Land and Tax Appeals for multiple cases residential and commercial representing the Town of Greenland NH and Wilton. Underwood v. Greenland, Courtovich v. Greenland, Greenland Glass Factory, LLC v. Greenland and Mazzuchelli v. Wilton.

Cheryl Akstin

55 Stirling Avenue

Hooksett, NH 03106

(603) 225-9780

**CERTIFIED NEW HAMPSHIRE ASSESSOR #192, NOVEMBER 2010,**  
**NEW HAMPSHIRE CERTIFIED RESIDENTIAL APPRAISER, #75017, JUNE 2006**  
**MASSACHUSETTS CERTIFIED RESIDENTIAL APPRAISER, # 459, JUNE 2006**  
**EDUCATION**

Cambridge Rindge and Latin High School, Cambridge MA

Suffolk University, Boston MA, Associates Degree in General Studies, 2002

### International Association of Assessing Officers Courses

Course 101 "Fundamentals of Real Property Appraisal," October 2007

Course 300 "Fundamentals of Mass Appraisals," March 2009

Course 400 "Assessment Administration," October 2010

Course 402 "Tax Policy," October 7, 2011

Course 312 "Commercial Modeling May 2012

Course 311 "Residential Modeling October 2013

### JMB Real Estate Academy, Chelmsford, Massachusetts

Basics of Real Estate Appraisal, June 2002

Appraising 1-4 Family Properties December 2003 (30 Hrs.)

Appraising Income Properties, March 2005 (30 Hrs.)  
Residential Market Analysis and Highest and Best Use, August 2005 (15 Hrs.)  
Uniform Standards of Professional Appraisal Practice, August 2002  
Uniform Standards of Professional Appraisal Practice Update, July 2005  
Uniform Standards of Professional Appraisal Practice Update, December 2006  
Uniform Standards of Professional Appraisal Practice Update, November 2008  
Uniform Standards of Professional Appraisal Practice Update, September 28, 2010

**New Hampshire Department of Revenue**

New Hampshire State Statues Course Part 1, May 2007 (21 Hrs.)  
New Hampshire State Statues Course Part 2, October 2007 (21 Hrs.)

**Court Experience**

Appeared before the NH Board of Land and Tax Appeals

**Revaluation Experience**

2008: Assisted in the Statistical Revaluation for Hooksett

**Town of Hooksett**

Real Estate Appraiser May 2008 to Present

Job responsibilities include but are not limited to assisting the appraiser supervisor in routine maintenance of values of municipal assessments.

**Municipal Resources Inc.**

Assessor Assistant, July 2007 – May 2008

Job Responsibilities included measuring, inspecting, evaluating the overall condition and sketching of properties for property tax purposes.

**Appraisals Unlimited, Needham, MA**

Trainee Appraiser, March 2003 – June 2006

Certified Appraiser June 2006 – May 2008

Provided quality and timely appraisals. Experience appraising single-family residences, condominiums, mobile homes, manufactured homes, and small income properties.

**PROFESSIONAL REFERENCES**

Pam Atwood  
Town of Wilton  
Administrative Asst.  
603-654-9451  
1800+- parcels

Ellen White  
Town Administrator  
Town of Strafford  
603-664-2192  
3000 parcels

Russ Bolan  
Town of Lyndeborough  
Town Administer  
603-654-5955  
1000 parcels

Karen Anderson  
Greenland Administrator  
Greenland NH  
603-431-7111

David Owen  
Town Manager  
Town of Wolfeboro  
603-569-8152  
5800 parcels

Ellen White  
Town Administrator  
Town of Ossipee  
603-539-4181  
5000 parcels



**General Assessing Services  
for the  
Town of Hooksett  
35 Main St.  
Hooksett NH, 03106**

**Section I. Functions/Responsibilities:**

The Town of Hooksett seeks to retain a Professional Assessing Service Contractor to perform the duties and functions of Municipal Assessor as provided for below.

**Section II. Term:**

The term of this Agreement shall be for a period of three (3) years from January, 2016 through December 31, 2018

**Section III. Company Identity:**

**Name: Granite Hill Municipal Services, Todd Haywood, C.N.H.A., N.H. Assessor Supervisor**

**Address: PO Box 1484**

**City: Concord                      State: New Hampshire      Zip: 03302**

**Telephone: 603-496-7293                      Fax: 603-225-9780**

**Contact Person: Todd Haywood, CNHA**

**Section IV. Relationship of the Parties:**

The relationship between the Contractor and the Municipality shall be that of an Independent Contractor. As such, the Contractor shall hold the Municipality, its agents, servants and employees harmless, at the Contractor's sole expense, to any liability or legal proceeding occurring as a result of the Contractors' action(s) or omissions, including injury, death, property damage, or any associated expense(s) including costs of defense and reasonable attorney's fees. It is understood by the parties that legal proceedings resulting from appeals of property valuations or constitutional interpretations concerning property valuations are not subject to this clause.

## FEE SCHEDULE SUMMARY

<b>Office hours:</b>	<b>\$47.50 per hour (Cheryl Akstin, CNHA)</b> <b>\$54.00 per hour (Todd Haywood, CNHA)</b>
<b>Data Verification (measure and list)</b>	<b>\$24.50 improved \$7.50 Vacant per parcel</b>
<b>Pick ups/ new construction</b>	<b>\$20.00 per parcel</b>
<b>BTLA/Superior Court</b>	<b>\$54.00 per hour</b>

### **Section V. Insurance \ Indemnification:**

Certificates of insurance, identifying the Municipality as co-insured, will be submitted to the Municipality no more than thirty (30) days after the signing of the contract. The Municipality will be notified within fifteen (15) days in the event of loss or change in coverage or conditions or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.

*The Contractor will maintain the following insurance over the course of the contract:*

Liability insurance for bodily injury in an amount not less than \$1,000,000 per occurrence. Public liability insurance with a Comprehensive General Form to include, without limitation, Premises, Operations, Completed Operations, Product, Independent Contractors, Broad Form Property Damage, and Personal Injury. Automobile insurance written with comprehensive coverage for owned, hired and non-owned vehicles. The limit for any one accident will be \$1,000,000.

### **Section VI. Termination/Resignation:**

Nothing in the Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate the Agreement subject to the terminating party giving fifteen (15) days written notice to the other party, prior to the effective date of separation.

The Municipality may terminate the Contract at any time, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished and unfinished work product shall become the property of the Municipality. If the contract is terminated by the Municipality, as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Contract, less payment of compensation previously made. Termination of the Contract or the retention of funds by the Municipality shall not preclude the Municipality or the Contractor from bringing an action against either party for damages or exercising any other legal, equitable, or contractual rights by the Municipality or Contractor may possess in the event of the Contractors' failure to perform.

1. In the event of written notice of termination by the Municipality, a ten (10) day period shall be allowed the Contractor to correct violations. However, upon failure to correct the violations, the Municipality will have the right to cancel the Contract, upon notice of the Municipality to issue termination within five (5) days of the effective date of the termination.

**Section VII. Misrepresentation or Default:**

The Municipality may void any and all contract(s) at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.

In the event that any Contract person or employee assigned to the Municipality of Hooksett is convicted of any act resulting in personal gain in the execution of services provided through this agreement, then the Municipality shall have no obligation of prior notice, and may immediately terminate any and all Contracts.

**Section VIII. Transfer, Assignment, Sub-letting:**

The Contractor will not assign any part of this Agreement without express written permission by the Municipality.

**Section IX. Work Product:**

All work products used or created in conjunction with the services covered under this Agreement shall be the sole property of the Municipality, and that, in the event of Cancellation or Termination, such products will remain with the Municipality.

**Section X. Services \ Accommodations:**

The Contractor agrees to provide all services, support, personnel, labor, personal materials and equipment to perform the services that are the subject of the RFP.

The Contractor: The Contractor shall provide all the above-slated resources. Personal materials include calculators and field inspection equipment.

The Municipality: The Municipality shall provide office space with desks, tables, and chairs for use by the agents and employees of the Company in the execution of this contract. Also, the Municipality shall provide access to a computer with links to the CAMA system, access to a copy machine for copying work related documents and keys to the workspace at no cost to the Contractor.

**Section XI. Work Schedule / Key Personnel Assignment:**

By mutual agreement between the Contractor and the Municipality the following work schedule is hereby established:

The Assessor's hours will remain flexible according to the immediate needs of the Municipality, but will follow general patterns of two (2) day(s) per week, and any additional days to accommodate abatement requests, processing state forms, and required meetings with the DRA and Board of Assessor's.

**Section XII. Scope of Services:**

It is understood by both parties that the hours worked by the personnel are sufficient to:

1. Adequately manage and maintain but not limited to the following; exemptions, credits, current use, land use change tax (LUCT), timber and gravel yield taxes, and all other statutory assessing obligations.
2. Perform field inspections to collect data for all new construction and properties with active building permits.
3. Perform field inspections on all properties that have transferred during the contract period, and investigate and verify the circumstances surrounding all sales;
4. Perform field inspections and other studies to review all abatement requests;
5. Meet with taxpayers wishing to discuss their valuations,
6. Meet with the Municipal Administration and/or Town Council upon request.
7. Consider all properly filed abatement requests by any taxpayer and after review and research, shall make a recommendation to the Town Council/Assessors in writing.
8. Represent the Municipality and its best interest in all abatements or appeals.
9. Meet and work with State Monitors to ensure the Municipality is meeting all certification requirements of DRA and to maintain a good working relationship.
10. Perform annual assessment to sales ratio studies for the purpose of informing the Selectmen or Assessing Officials of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8 - Revised Inventory.
11. Make necessary adjustment to ensure all strata of property conform to the standards adopted by the NH Assessing Standards Board.

### **Section XIII. Compensation:**

The Contractor shall be compensated as an independent contractor under this Agreement. As such, the Contractor shall be responsible for providing F.I.C.A., Workmen's Compensation, Unemployment Compensation & Liability to all employees assigned to the Municipality of Hooksett.

**Pick-ups** include new construction, unfinished construction and subdivisions. All work considered being a pick-up by the contractor will be performed on a per parcel basis at \$20.00 per parcel in 2011. The fee will increase to at the rate of the COLA published in at the end of the third quarter of the present year for subsequent years for the remainder of the contract term.

**Data Verification** as part of the sale review/ verification will be performed for a fee of \$24.50 per parcel for improved properties and \$7.50 per parcel for vacant land during 2016 and

adjusted annually at the COLA rate published at the end of the third quarter of the present year for subsequent years.

**Database Maintenance (Measure & Listing)** as part of a routine schedule to ensure continued accuracy of the town's

assessing database, the assessor's office will verify the data of 25% of the property in the town (1250+-) (This is likely to be done by the town's staff.)

parcels) annually. This process will include complete data verification of all physical aspects of such properties. This will include two impromptu attempts to gain an interior inspection. This service will be conducted at a rate of \$24.50 per parcel for improved properties and \$7.50 per parcel for vacant for 2016 and adjusted annually at the COLA rate published at the end of the third quarter of the present year for subsequent years.

If appointments are desired by the town, they will be done at the applicable hourly rate.

**Hourly assessing work** includes current use penalties, current use assessments, gravel pit assessments, review of exemptions, local level tax appeals and any other assessing function determined by the contractor to be best handled on an hourly basis at the applicable hourly rate.

**Office hours** as requested by the Town will be at least two(2) seven hour per day per week as needed, The hourly rate for these functions are \$47.50 per hour from January 2016 through December 31, 2016. The fee will increase by the rate of COLA as published at the end of the third quarter of the present year for subsequent years.

Annual sales review and analysis of whether some annual adjustments need to be done to meet state mandates and balance values to assure equity and fairness in the overall assessments.

**Appeals at the Board of Tax and Land Appeals or Superior Court** will be billed at The hourly rate for these

functions are \$55.00 per hour from January 2016 through December 31, 2016. The fee will increase by the rate of COLA as published at the end of the third quarter of the present year for subsequent years.

Commercial/ Industrial property appeals will be billed at \$120.00 per hour

January 2016 through December 31 2016. The fee will increase by the rate of COLA as published at the end of the third quarter of the present year for subsequent years.

**This contract shall be for January 1, 2016 through December 31, 2018. At the end of this term there will be an option to extend this contract as mutually agreed on by both parties on or before October 1, of the year the contract expires.**

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

In the presence of:

Town of Hooksett  
By: Town Council/ Authorized Official

\_\_\_\_\_  
Witness

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

In the presence of:

CONTRACTOR

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

Todd Haywood, CNHA, Owner  
Granite Hill Municipal Services

AGENDA NO. 15-084  
DATE: 11/18/2015

**Staff Report**  
**Town Legal Services Bid**  
**Wednesday, November 18, 2015**

**Background:** Town has used the same legal firm, Hage Hodes, for the last 6 years. Council mention last year that it was time to re-bid in order to see what Town's options were.

**Issue:** Staff put out an RFP; three legal firms responded: Hage Hodes, Drummond Woodsum and Tarbell & Brodich.

**Recommendation:** The interview panel included the Town Administrator, Councilor Winterton, the Finance Director, the Administrative Coordinator and the Town Planner. Due to a personal situation, the panel has not had an opportunity to determine a recommendation at this time but expect to be able to do so prior to the meeting.

**Prepared by:** Town Administrator Dean Shankle



---

Dean E. Shankle, Jr., Ph. D.  
Town Administrator



## **I. Introduction**

HAGE HODES is pleased to submit the enclosed proposal to provide legal services to the Town of Hooksett. Our office is a full service law firm that has been representing businesses, individuals and public institutions in New Hampshire for more than 38 years. Our office is located at 1885 Elm Street in Manchester.

Municipal law practice is a specialty at HAGE HODES and one of our core disciplines. Our strength lies in the broad base of knowledge that our lawyers bring to the table concerning all aspects of municipal law. Our attorneys do not look at legal issues involving state, federal or local law in isolation. With our extensive experience and background representing municipalities, the Town will be getting effective legal representation in all areas of municipal law.

One of our fundamental goals is to reduce our clients' exposure to unnecessary litigation. HAGE HODES strives to take preventive measures such as reviewing and updating policies and procedures, and keeping our clients abreast of state and federal law requirements and changes. If we learn of a development in the law while working for one client, oftentimes that information may be beneficial to our other clients. Our economies of scale allow us to share that information in a cost effective manner. Maintaining effective lines of communications with our clients enables us to identify potential issues before they end up in court.

At HAGE HODES, we understand that litigation cannot always be avoided. Our litigators are strong advocates. If a case cannot be resolved through arbitration, mediation, or other alternative dispute resolution procedure, our lawyers are prepared to take cases to trial and provide the Town with the highest level of service, regardless of whether the forum is state or federal court, or before any administrative agency.

Thank you for the opportunity to submit this proposal. We appreciate your consideration.

## **II. Requested Information**

The proposal addresses the following points outlined in the request for proposals:

- 1. Name, address, telephone number, fax number, and e-mail address of the firm.**

HAGE HODES, P.A.  
1855 Elm Street  
Manchester, New Hampshire 03104  
Telephone: (603) 668-2222  
Fax: (603) 641-6333  
E-Mail: info@hagehodes.com  
Web Page: www.hagehodes.com

- 2. Name of contact person and telephone number for purposes of following up on our proposal.**

Jay L. Hodes, Esq.  
Telephone: (603) 668-2222  
Cell Phone: (603) 361-4209  
Fax: (603) 641-6333  
E-Mail: jhodes@hagehodes.com

- 3. Narrative about the history of the firm, including date of inception, experience with municipal, county, State and Federal law; experience in the areas of land use, tax assessment abatement issues, Right to Know requests, public sector employment law, Town Meeting matters, and general civil litigation.**

HAGE HODES has been engaged in the representation of municipalities since 1976. Our firm is presently general counsel for the Town of Hooksett, and special counsel for the City of Nashua, Town of Littleton, and the City of Keene. In addition, over the years we have served as general counsel to the towns of Merrimack, Weare, Hudson and Litchfield.

We have also been engaged separately on individual matters by various other towns and cities including the City of Dover, Town of New Durham, Town of Epping, Town of Seabrook, Town of Greenville, and the Town of Deering.

In the course of representing New Hampshire municipalities, our firm has advised Boards of Selectmen, Town Councils, Town Managers, Welfare Administrators, Building Inspectors, Road Agents, Code Enforcement Officers, Fire Departments, Fire Marshalls, Sewer Commissions (including the drafting of definitive Sewer Ordinances and enforcement thereof) Police Departments/Commissions, Trustees of Trust Funds, Library Trustees, Planning Boards, Conservation Commissions,

Zoning Boards of Adjustment, Town Clerk/Tax Collectors, Cemetery Trustees, Health Officers, Town Moderators, Park and Recreation Commissioners and Supervisors of the Checklist.

Our firm has represented its municipal clients before state administrative agencies involving tax appeals and eminent domain proceedings before the NH Board of Tax and Land Appeals, in cases before the NH Public Utilities Commission, collective bargaining arbitration and grievance appeals before the Public Employee Labor Relations Board, and workers' compensation hearings before the NH Department of Labor.

The attorneys of HAGE HODES have extensive experience representing our municipal clients in litigation. Our lawyers have successfully litigated before the New Hampshire District and Probate Courts (now Circuit Court), Superior Courts, the US District Court for the District of New Hampshire, the US Bankruptcy Court for the District of New Hampshire, the New Hampshire Supreme Court, and the US First Circuit Court of Appeals.

The firm has exhaustive experience with relevant New Hampshire municipal, state and federal law. By way of example:

### **Local Government**

In the field of general municipal law involving the providing of advice and counsel to our municipal clients the individual attorneys listed in this proposal have attended more than thirty (30) annual and special Town Meetings. This work has included the drafting and revising of Warrant Articles, Petitioning the Superior Court for permission to hold Special Town Meetings and ensuring compliance with the key statutes that govern the Town Meeting, RSA Chapter 39 and RSA Chapter 40 as well as related State Election Codes. Our attorneys regularly advise and update our clients on matters involving the Right-to-Know law, RSA Chapter 91-A.

### **State and Federal Regulatory Processes**

The firm has experience with many areas of State law as applied to New Hampshire Municipalities. The following are offered as specific examples. Members of the firm have regular contact with representatives of the Department of Revenue Administration pertaining to municipal finance, tax collection and Town Meeting. We also have worked closely with the Department of Transportation with regards to road improvement projects in our client Towns and cost sharing arrangements for municipal and State road projects. We have assisted with public utility regulatory matters as applied to municipal water utilities.

The firm has experience with many areas of federal law as applied to New Hampshire Municipalities. The following are offered as specific examples: Fair

Labor Standards Act and overtime wage claims as applied to police and fire department personnel; Americans with Disabilities Act as applied to pre-employment medical examinations and fitness for duty examinations; Fifth Amendment takings claims arising through local land use regulations.

### **Land Use, Planning, and Zoning**

Members of the firm have handled Planning Board and Zoning Board of Adjustment appeals to the Superior Court and on appeal to the NH Supreme Court. Attorney Hodes have extensive experience in zoning code enforcement and litigation. We assist our municipal clients in the zoning ordinance adoption process, as well as drafting and revising ordinances. We have also drafted and revised impact fee and growth management ordinances to comply with State law.

### **Municipal Finance**

Members of the firm are well versed in the operation of municipal finance, the Municipal Budget Law - RSA Chapter 32, the Capital Reserve Fund Statute - RSA Chapter 35, and the Municipal Finance Act - RSA Chapter 33. We have advised Boards of Selectmen and Budget Committees on the adoption of annual budgets through the regular Town Meeting process, SB 2, and Town Charters.

### **Tax Assessment and Abatement Issues**

The firm has handled over 100 property tax appeals before the New Hampshire Board of Tax and Land Appeals and the New Hampshire Superior Court and on appeal to the New Hampshire Supreme Court. We have provided advice on the application of tax credits and tax exemption questions under State law. Recently, we have been engaged by the Town of Littleton, City of Nashua and the City of Keene to represent them in the area of tax exemption litigation. The firm has also handled eminent domain proceedings.

### **Real Estate**

Members of the firm are well versed in all aspects of New Hampshire real estate law, including drafting deeds and easements, researching titles, conducting foreclosures, communicating with the Department of Revenue Administration and the Internal Revenue Service in relation to real estate transactions. Our firm also is a title insurance agent and can issue title insurance.

### **Employment**

In matters involving public sector employment law, the firm has assisted with the discipline and termination of Town personnel, as well as the drafting of personnel policies, rules and regulations, and modification of existing personnel policies, and advising Towns on ADA, FMLA and FLSA claims. The firm has handled

wage claim hearings before the NH Department of Labor and advised Towns on Workers' Compensation matters and wrongful termination litigation, and hearings before the Department of Employment Security. We are experienced with collective bargaining arbitration and grievance appeals before the Public Employee Labor Relations Board.

### **Law Enforcement**

We have advised Police Departments on the following matters: drafting of Standard Operating Procedures, drafting ordinances to control entertainment places of assembly and rave parties, compliance with the Sexual Offender licensing statute, and initiated revocation of liquor licenses for establishments that have become a public nuisance.

### **Economic Development**

We have advised Towns on zoning regulations meant to encourage multi-use Village Districts. We have assisted with water utility and sewer utility use regulations that provide economic development incentives.

#### **4. Narrative of the qualifications of the person(s) proposed to work directly with the Town.**

##### **JAY L. HODES**

Attorney Hodes graduated from Franklin Pierce Law Center in 1976. He also received a Masters of Law from the Boston University Graduate Tax Program in 1988. Attorney Hodes has been a member of the NH Bar since 1976, and he has been involved in municipal representation for 38 years. Attorney Hodes is a member of the Municipal Law Section of the NH Bar Association. His areas of specialization involve real estate matters, tax abatements, giving advice to the Office of the Tax Collector and Town Clerk, advising Library Boards of Trustees, Right-To-Know issues and general advice on business, finance and tax matters to Town Councils and Town Administrators. Attorney Hodes has litigated extensively in the NH Board of Tax and Land Appeals representing municipalities and private parties. He has also litigated in the Superior Court system and before the NH Board of Tax and Land Appeals with regard to eminent domain matters. Attorney Hodes has appeared before the NH Public Utilities Commission with regard to water utilities and electric utilities and areas of concern to municipal clients.

Attorney Hodes was previously an adjunct faculty member at the Franklin Pierce Law Center from 1983 to 1995 and taught courses in real estate transactions, real estate finance, introduction to federal income taxation and United States bankruptcy law. He has also taught part time at the Notre Dame College and the New Hampshire Technical Institute in their paralegal studies programs.

In addition, Attorney Hodes has represented municipalities in the Superior Court with regard to petitions to quiet title, land use matters, boundary disputes, charitable trusts and cy pres matters. He also has significant experience with regard to advising and counseling Conservation Commissions. He is familiar with all forms of municipal tax questions such as current use assessment, exemption issues and general property tax issues.

In the case of Appeal of Sawmill Brook Development Co., 129 NH 410 (1987) Attorney Hodes established that a conditional subdivision approval was sufficient to warrant current use taxation assessment. In Town of Hudson v. Monahan-Fortin Properties LLC, HCSC South Docket #06-E-0199, Attorney Hodes substantially vindicated an eminent domain taking assessment for the Town of Hudson. In the case of Healthsource Inc. v. Town of Hooksett (Merrimack County Superior Court, docket number 217-2012-CV-0603), Attorney Hodes recently was successful in having the taxpayer's case dismissed, thus saving the Town over \$200,000 of potential reimbursements.

Concerning CLE courses taken by Attorney Hodes related to the field of municipal law, Attorney Hodes annually goes to the Local Government Center Annual Conference and attends 3 to 4 one hour seminars for two out of three days of the conference. Attorney Hodes attends lectures concerning the right-to-know law and matters involving all forms of municipal taxation.

In addition to having served as Town Council for municipalities since 1976 Attorney Hodes has also been a member of both the Londonderry Budget Committee and the Londonderry Zoning Board of Adjustment.

#### **JAMIE N. HAGE and DOUGLAS J. MILLER**

Attorney Jamie Hage and Attorney Douglas Miller of this firm are well known litigation lawyers and are available to serve the Town if the need arises. Attorney Hage is an authority in employment law issues, contract litigation, business and intellectual property litigation, and general liability matters. Attorney Hage can assist the Town with regard to employee/employment issues; contract disputes; and liability claims.

Attorney Douglas Miller is a former United States Prosecutor. He has extensive litigation experience in both criminal and civil matters. Attorney Miller can assist the Town with regard to police department questions, criminal law issues, and any type of civil litigation.

Currently Attorney Hage is lead council in litigation on behalf of the Town of Littleton regarding tax exempt qualification and was lead council for the Cities of Keene and Nashua regarding the same subject matter.

## **KATHLEEN A. DAVIDSON**

Kathleen A. Davidson is a 2003 graduate of St. Anselm College in Goffstown, NH. Attorney Davidson received her law degree at the University of Maine in 2009 and graduated with *cum laude* honors.

Attorney Davidson is a litigation attorney in the firm and concentrates her practice in the areas of business disputes, contract litigation, personal injury, professional malpractice and employment litigation and domestic relations. Kathleen has been a member of HAGE HODES since 2011. She was admitted to practice in 2009 and was formerly a litigation associate with the firm of Nelson, Kinder & Mosseau.

Kathleen worked throughout law school for a private law firm in the State of Maine. Prior to attending law school, Kathleen was a juvenile corrections officer and community worker. Kathleen has serviced the municipal clients of the firm of HAGE HODES in the areas of employment law, employment benefits, termination of employment relationships and other matters falling into the municipal employment area. Kathleen has also served our municipal clients in the area of insurance issues and coverage matters and other related areas.

## **C. CHRISTINE FILLMORE**

During the last year, Attorney C. Christine Fillmore served as an associate with the firm of HAGE HODES. Christine's specializes in municipal law representation. Attorney Fillmore was the primary contact and advisor to the Community Development Office, Building Department and Planning Department of the Town of Hooksett. Attorney Fillmore has taken a position with the municipal law firm of Gardner, Fulton & Waugh, PLLC. By agreement, the firm of Gardner, Fulton & Waugh, PLLC has consented to serve as Special Counsel to HAGE HODES and will primarily be responsible for continuing to advise and represent the Community Development Office, Planning Department and Zoning Board of Adjustment. Attorney Fillmore's credentials are as follows.

C. Christine Fillmore earned her undergraduate degree from Tufts University in 1992 and received her law degree at the Boston College of Law in 1998. Christine graduated with distinction, having been awarded the honor of *magnum cum laude* at the Boston College of Law.

After graduation, Attorney Fillmore worked for the law firm of Rath, Young, Pignatelli Professional Association in Concord, NH. In 2005 Attorney Fillmore joined the legal staff of the NH Municipal Association. She continued in that capacity through 2014 until she joined our firm.

As a member of the legal team at the NH Municipal Association, Attorney Fillmore became one of the renowned experts in municipal law in the State of

New Hampshire. She consistently advised towns, cities, and various district officials and employees on all aspects of municipal law including, but not limited to, budgeting, labor, land use, highways, taxation, open meeting and records, governance, intergovernmental relationships, contracting, local welfare assistance, public safety, charters, first amendment issues, liability and Town Meeting matters.

Attorney Fillmore wrote monthly for NHMA/LGC's *Town & City* magazine, including feature articles on topics of interest to local officials, Legal Question and Answer columns, and summaries of state and federal court opinions of municipal interest. Attorney Fillmore wrote and updated the annual handbooks and other publications for municipal officials on all aspects of municipal law.

In addition, Attorney Fillmore taught classroom style, webinar and online courses for municipal officials and employees on all aspects of municipal law. She participated in live training settings, including large lecture format (up to 200 people), small seminar size (3-10 people) and sizes in between. The courses were a mixture of lecture style, group discussion, role playing, and interactive hypothetical scenario discussion. Attorney Fillmore has recently updated the NH Municipal Association's publication entitled "*A Hard Road to Travel*". This publication will be released in the spring of 2015. Due to her experience and expertise, Attorney Fillmore is recognized as an expert in municipal law throughout the State of New Hampshire.

**5. Narrative about the resources of the firm, to include clerical and support staff, library and research capabilities, and other relevant information.**

HAGE HODES presently employs six (6) attorneys, five (5) legal staff persons (secretarial/paralegal), and one (1) administrative staff person, (accounting/bookkeeping). Our office typically employs one (1) paralegal and one (1) law clerk in addition to the above support staff.

All attorneys and staff are available as resources to work on this engagement, although it is anticipated that the majority of the legal work will be performed by Attorney Jay L. Hodes, and the support staff.

In addition to the five (5) attorneys listed above, the other two (2) attorneys in the firm are James E. Lonano and Lisa N. Thompson. All are members of the New Hampshire Bar Association and are available to provide advice and support to the Town should the need arise.

As noted earlier HAGE HODES has also arranged with the firm of Gardner, Fulton & Waugh, PLLC to serve as Associate Counsel to provide legal services to the Town of Hooksett. The special services to be provided will primarily be in the area of land use, zoning and advice to the Building Department and Community Development Office. This work will be primarily handled by



Attorney C. Christine Fillmore. However, Gardner, Fulton & Waugh, PLLC is also available to handle other matters where additional coverage is required by HAGE HODES.

Attached to this proposal are biographical information regarding all of the members of the firm of HAGE HODES.

HAGE HODES maintains a complete legal library, essential office equipment, and a fully networked computer system with desktop e-mail and internet access available to all attorneys and staff. Each attorney has direct electronic access to LexisNexus and WestLaw, providing immediate access to all state and Federal laws. HAGE HODES also keeps a comprehensive hardcopy library of municipal law legal research materials, including by way of example:

- Callaghan's *Municipal Legal Forms*
- Delaney, et als., *Land Use Practice & Forms: Handling the Land Use Case*, 2<sup>nd</sup> Edition
- P.J. Loughlin, *Local Government Law* (2007)
- P.J. Loughlin, *Land Use Planning and Zoning* (3<sup>rd</sup> ed. 2007)
- P.J. Loughlin, *Municipal Law and Taxation* (2007)
- Martin, *New Hampshire Land Uses Law*
- Matthews, *Municipal Ordinances*, 2<sup>nd</sup> Edition
- McQuillin, *Municipal Corporations*, 3<sup>rd</sup> Edition (2007)
- Mintz, *State & Local Government Environmental Liability*
- Rathkopf's, *The Law of Zoning and Planning*
- *Zoning and Planning Law Handbook*
- *New Hampshire Reports*
- *New Hampshire Revised Statutes Annotated*
- *West's New Hampshire Digest*
- R. R. Carlson, *Carlson's Employment Laws Annotated* (2008)
- D. B. Abrahams *et al.*, *FLSA Employee Exemption Handbook* (1999)
- J. L. Hirsch & A. K. Johnstone, *Labor and Employment in New Hampshire* (2<sup>nd</sup> ed. 2007)
- Paul L. Salafia, *NH Workers Compensation Manual* (2008)

## **6. Insurance Coverage.**

HAGE HODES has Lawyers Professional Liability Insurance provided by Liberty Insurance Underwriters, Inc. which is part of the Liberty Mutual Group. Coverage is provided in the amount of \$2,000,000.00 for each claim and \$2,000,000.00 in the aggregate. HAGE HODES has business liability coverage of \$1,000,000.00.

In accordance with the terms of the professional liability insurance carried by the firm, Hage Hodes, P.A. agrees to be responsible for all costs, claims or actions arising out of the firm's actions or omissions in its performance as Town Counsel.

## **7. Remuneration/Contract for Services**

In accordance with your request for proposals, we offer the Town two (2) alternative approaches to engaging our office's services. The first is an agreement to retain our firm and to pay for the services as are rendered on a time basis. We would charge One Hundred Seventy Dollars (\$170) per hour for attorney time and Thirty-Five Dollars (\$35) per hour for paralegal time.

Legal services within the scope of this proposal (municipal legal services) include: providing legal advice; interpreting municipal, state and federal law as it applies to the Town; legal research; acting as legal advisor to the Town Council, Town Administrator, as well as other Town Boards and Commissions as needed in all areas of municipal law, including without limitation, land use, code enforcement and conservation matters; preparing and reviewing ordinances, resolutions, contracts, deeds, leases and other written legal documents generated in the course of Town business; conducting title research and handling real estate transactions' attending meetings of the Board of Selectmen, Planning Board, Zoning Board of Adjustment or any other boards or commissions as may be required; performing other legal services as may be assigned; representation of the Town in any Court, whether federal, state or local, or before any administrative agencies

Hourly billing shall be in increments of 1/10 of an hour. We will submit invoices for services rendered on a monthly basis. Hourly billing will not include the cost and out-of-pocket expenses incurred on behalf of the Town such as recording fees, subpoena fees, electronic research expense, filing fees, etc., which will be itemized separately on our monthly invoices. Travel costs (mileage) will not be billed for reimbursement and attorneys' time spent traveling to and from Town offices will not be charged. Ordinary postage and photocopy costs will not be billed for reimbursement.

### **Alternative Fee Proposal**

In lieu of a straight hourly fee arrangement, our office is prepared to offer a hybrid retainer/hourly fee arrangement. Our proposal is a retainer of Forty-Nine Thousand Nine Hundred Twenty Dollars (\$49,920.00) annually paid at the rate of Four Thousand One Hundred Sixty Dollars (\$4,160.00) per month, which retainer will cover legal services up to twenty-six (26) hours each month. Legal services performed in excess of twenty-six (26) hours each month will be billed at our standard rate of One Hundred Seventy Dollars (\$170.00) per hour for attorney time and Thirty-Five Dollars (\$35.00) per hour for paralegal time. Matters placed in litigation before any court or any administrative agencies would not be covered by the retainer and will be billed at an hourly rate of One Hundred Seventy Dollars (\$170.00) per hour. The net result to the Town is a reduced

hourly rate of One Hundred Sixty Dollars (\$160.00) per hour for retainer work for the first twenty-six (26) hours each month.

**8. Miscellaneous/Communications/Accessibility**

The designated lead contact with the Town would be Attorney Jay L. Hodes. However, experience has taught us that once having developed a relationship with a municipal client, inquires tend to be directed in the first instance to the attorney that typically handles the type of matter being referred. Regardless, our firm is amendable to observing whatever formalities of communication the Town prefers.

It is the policy of HAGE HODES that all client inquires should be returned within 24 hours. Typically, messages received by telephone, e-mail or fax prior to 12:00 p.m. are returned by the close of business that same day. Messages received after 12:00 p.m. are generally returned by 12:00 p.m. the next business day. Emergency contact information will be furnished to the Town should it be necessary to communicate with counsel other than during regular business hours.

Response time will vary depending on the particular task involved and its complexity. Prior to commencing work on any given assignment, it is our practice to speak directly with the individual(s) involved to identify the issues and determine whether or not the work to be performed by us is time sensitive. Our firm is diligent in meeting the needs of its clients and providing services in a timely manner. With regard to matters which are not time sensitive, or matters in which the time constraints are insufficient to perform the particular task, our firm will notify the Town when the work will be complete.

**9. Certification of Legal Fitness Clause**

In accordance with the Request for Proposal prepared by the Town of Hooksett, HAGE HODES makes the following representations.

A. With the last five (5) years, our firm, its officers, partners, employees, shareholders or principals have not been a party in any litigation or other legal proceeding as a defendant relating to the services provided by our firm.

B. Our firm, its officers, partners, principals, agents or employees have not been disciplined, admonished, warned or had any license, registration, character certification or other similar authorization to engage in the legal profession suspended or revoked for any reason.

C. The firm has not been in bankruptcy, reorganization or receivership in the last five (5) years, or at any time during its forty (40) years of existence.

D. The firms has never been disqualified or terminated by any public agency, municipal body or town.

**References**

James Michaud, Sr. Assessor  
Town of Hudson  
12 School St., Hudson, NH 03051

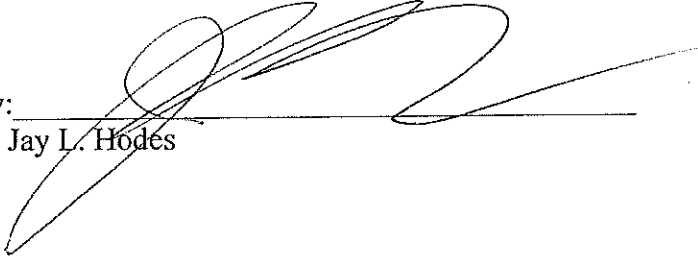
Stephen A. Malizia, Town Administrator  
Town of Hudson  
12 School St., Hudson, NH 03051

Dean E. Shankle, Jr., Ph.D  
Hooksett Town Administrator  
Town of Hooksett  
35 Main St., Hooksett, NH 03106

I certify this bid is true and accurate. By submitting this bid, the bidder hereby agrees to and accepts all of the terms set forth in the Request for Proposal as prepared by the Town of Hooksett.

HAGE HODES PROFESSIONAL ASSOCIATION

By: \_\_\_\_\_  
Jay L. Hodés



AUTHORIZATION TO RELEASE INFORMATION

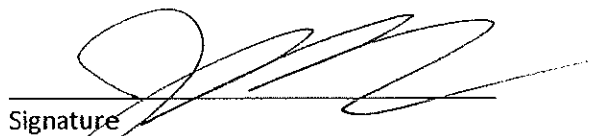
The undersigned hereby authorizes the Town of Hooksett to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matters pertinent to the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services.

The undersigned hereby releases, acquits, and forever discharges the Town of Hooksett, its Administrators, employees, governing Board members, and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Town of Hooksett in the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services.

The undersigned hereby authorizes representatives of the Town of Hooksett to contact any and all of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the undersigned proposal submitted in response to its Request for Proposals for Municipal Legal Services.

The undersigned further authorizes any and all persons or entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits, and forever discharges any such person or entity, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Town of Hooksett in the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services. A photocopy or facsimile of this signed Authorization is as valid as an original.

Notwithstanding the foregoing, this authorization and release from liability does not extend to granting the Town of Hooksett authority to receive any information that would constitute a violation of: any legal privilege attorney ethical obligation, attorney work product, or confidential attorney-client communication that can be claimed by the respondent or entity contacted.

  
\_\_\_\_\_  
Signature

October 15, 2015  
\_\_\_\_\_  
Date

Jay L. Hodes  
\_\_\_\_\_  
Name

Vice President  
\_\_\_\_\_  
Title

**END OF REQUEST FOR PROPOSAL**



**AXIS PRO®**  
**LAWYERS PROFESSIONAL LIABILITY**  
**INSURANCE POLICY**  
**DECLARATIONS**

THIS IS A CLAIMS MADE POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY APPLICABLE EXTENDED REPORTING PERIOD, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

EXCEPT AS OTHERWISE SET FORTH IN THIS POLICY, CLAIM EXPENSES REDUCE THIS POLICY'S LIMITS OF LIABILITY AND ARE SUBJECT TO THE POLICY'S DEDUCTIBLE.

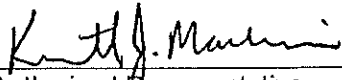
**MATURITY:**

DURING THE FIRST SEVERAL YEARS OF THE CLAIMS MADE RELATIONSHIP, CLAIMS MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS MADE RELATIONSHIP REACHES MATURITY.

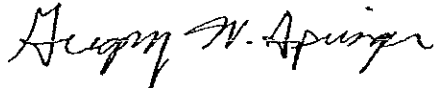
<b>COMPANY:</b> AXIS Insurance Company	<b>POLICY NUMBER:</b> 007198-0115
--	-----------------------------------


<b>Item 1. Named Insured:</b>  Hage Hodes, PA 1855 Elm Street Manchester, NH 03104	<b>Item 2. Policy Period:</b>  Inception Date: 6/01/2015 Expiration Date: 6/01/2016  <i>Both dates at 12:01 a.m. Standard Time          at the address listed in Item 1.</i>								
<b>Item 3. Limits of Liability:</b> \$2,000,000 each Claim \$2,000,000 Aggregate	<b>Item 4. Deductible:</b> \$15,000 each Claim								
<b>Item 5. Retroactive Date:</b> N/A	<b>Item 6. Premium:</b> \$15,431.00								
<b>Item 7. Notices to Company:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <u>Notice of Claim To Be Sent To:</u>            AXIS Professional Insurance            300 Connell Drive, Suite 8000            Berkeley Heights, NJ 07922-0357            Email: AttysAdvClaimNoticeBH@axiscapital.com         </td> <td style="width: 50%; border: none; vertical-align: top;"> <u>All Other Notices To Be Sent To:</u>            Aon Affinity Insurance Services, Inc.            159 E. County Line Road            Hatboro, PA 19040-1218            Fax: 312.381.0875            Email: AffinityLawyersAdmin@aon.com         </td> </tr> </table>		<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AttysAdvClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 159 E. County Line Road Hatboro, PA 19040-1218 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com						
<u>Notice of Claim To Be Sent To:</u> AXIS Professional Insurance 300 Connell Drive, Suite 8000 Berkeley Heights, NJ 07922-0357 Email: AttysAdvClaimNoticeBH@axiscapital.com	<u>All Other Notices To Be Sent To:</u> Aon Affinity Insurance Services, Inc. 159 E. County Line Road Hatboro, PA 19040-1218 Fax: 312.381.0875 Email: AffinityLawyersAdmin@aon.com								
<b>Item 8. Endorsements Effective at Inception:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">ALPL-101 (09-14)</td> <td style="width: 25%;">ALPL-323 (09-14)</td> <td style="width: 25%;">ALPL-324 (09-14)</td> <td style="width: 25%;">ALPL-400 NH (09-14)</td> </tr> <tr> <td>ALPL-401 NH (09-14)</td> <td>ALPL-501 (09-14)</td> <td>ALPL-505 (09-14)</td> <td></td> </tr> </table>		ALPL-101 (09-14)	ALPL-323 (09-14)	ALPL-324 (09-14)	ALPL-400 NH (09-14)	ALPL-401 NH (09-14)	ALPL-501 (09-14)	ALPL-505 (09-14)	
ALPL-101 (09-14)	ALPL-323 (09-14)	ALPL-324 (09-14)	ALPL-400 NH (09-14)						
ALPL-401 NH (09-14)	ALPL-501 (09-14)	ALPL-505 (09-14)							

The **Company** has caused this policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the **Company**.

  
\_\_\_\_\_  
Authorized Representative

June 01, 2015  
\_\_\_\_\_  
Date

  
Gregory W. Springer, President

  
Andrew Weissert, Secretary



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
01	12:01 AM on 6/01/2015	007198-0115	N/A

## NON-PROFIT ENTITY DIRECTOR LIABILITY ENDORSEMENT

It is agreed that:

1. We will pay on your behalf all **damages**, in excess of the deductible amount and up to the limits of liability stated in the Declarations, that **you** become legally obligated to pay as a result of any **claim** first made against **you** during the **policy period** or any applicable **extended reporting period** alleging **you** committed a **wrongful act** in the performance of **non-profit services**, except and to the extent the **non-profit entity** has actually indemnified **you** for such **damages**, and provided that:
  - a. such **wrongful act** was first committed by **you** on or after the Retroactive Date set forth in the Declarations, if any, but before the end of the **policy period**;
  - b. **you** did not give notice to a prior insurer of the **claim** or a **related claim**, or of the **wrongful act** giving rise to the **claim** or any **related wrongful act**;
  - c. **you** had no reasonable basis to believe you had committed a **wrongful act**;
  - d. with respect to **non-profit services** only, any insurance available under this policy to **you** while acting as a **non-profit entity director** shall be specifically excess of any insurance available from the **non-profit entity**; and
  - e. such **claim** is reported to us in writing in accordance with the Notice of Claim provision of this policy.

We will also pay claim expenses as set forth in the section entitled Limits of Liability & Deductible, except and to the extent the **non-profit entity** has actually indemnified **you** for such **claim expenses**.

2. The section entitled Definitions is amended to add the following definitions:

**Non-profit entity** means any non-profit corporation, community chest, fund, foundation, or any other similar entity or institution that is exempt from federal income tax as an organization described in Section 501(C)(3) of the Internal Revenue Code of 1986 and any amendments thereto.

**Non-profit entity director** means any of **you** who is a lawyer who is or who was serving as a director, officer or committee member of a **non-profit entity** with the express consent or at the request of the **named insured** at the time the **wrongful act** occurred.



## Jay L. Hodes



E-mail: [jhodes@hagehodes.com](mailto:jhodes@hagehodes.com)

### **Practice Areas**

**Estate and Trust Planning**  
**General Corporate and Business Law**  
**Real Estate Development and Title Insurance**  
**Municipal Law**  
**Probate and Probate Avoidance**

### **Experience**

Attorney Hodes has been practicing law for over thirty years. Attorney Hodes has had extensive civil trial experience in all Courts in the State of New Hampshire, covering a wide range of civil areas. Today, Attorney

Hodes' practice focuses primarily on advising corporate, municipal and individual clients in the areas of corporate law, limited liability company formations, business planning, estate planning, trust formation and probate matters. Attorney Hodes also regularly advises clients with regard to affairs involving state administrative agencies. Attorney Hodes has a Masters in tax law, receiving an LLM from the Boston University. In addition, for twelve (12) years, Mr. Hodes was an adjunct faculty member at the Franklin Pierce Law Center in Concord, New Hampshire. His courses of instruction included Real Estate Finance and Transactions, Introduction to Federal Income Taxation, and Bankruptcy Law.

### **Admissions/Courts**

Mr. Hodes is admitted to practice in the New Hampshire Supreme Court, New Hampshire Superior Court System, New Hampshire Probate Court System, the United States District Court for New Hampshire and the United States Court of Appeals for the 1st District.

### **Presentations/Articles**

Attorney Hodes is a member of the American Association of Retired Persons Legal Services Network. Attorney Hodes is a frequent lecturer with regard to estate planning, financial planning and topics involving probate and probate avoidance.

### **Legal Affiliations**

- New Hampshire Bar Association 1976
- Manchester Bar Association 1976

## **Community Involvement**

- Special Olympics Volunteer for over 19 years
- Member and former director of Bedford NH Rotary International 1987-1997
- Director and former President of the Manchester Country Club 2000-2006
- Director of the Temple Adath Yeshurun Brotherhood
- Member of the Londonderry Zoning Board of Adjustment 1981-1985
- Member of the Londonderry Budget Committee 1982-1984

## **Education**

- Boston University, LLM Masters of Tax 1988
- UNH School of Law (Formerly Franklin Pierce Law Center), J.D. 1976
- American University, Communications and Political Science, BA 1972

## Jamie N. Hage



E-mail: [jhage@hagehodes.com](mailto:jhage@hagehodes.com)

### **Super Lawyers Online Profile**

## **Practice Areas**

**Business and Civil Litigation**  
**Personal Injury and General Negligence**  
**General Corporate and Business Law**  
**Intellectual Property Litigation/Licensing**  
**Labor & Employment**

## **Experience**

Jamie N. Hage has over thirty-five years of business and civil litigation experience. He has litigated cases in both federal and state courts, with a focus on complex business and commercial disputes, intellectual property matters, and personal injury, professional negligence and employment law. Mr. Hage also serves as general outside counsel for many of his corporate clients. He represents small, mid-size, and publicly traded companies as well as individual and other private clients in a broad range of areas including contracts, corporate/shareholder disputes, intellectual property matters, trade secret misappropriation and unfair competition, labor and employment, personal injury and general negligence, insurance, banking, and real estate matters. Mr. Hage has also counseled companies on intellectual property evaluation, protection, licensing, contract negotiations, and franchise compliance and enforcement.

Mr. Hage is a distinguished member of the legal community who is well recognized by his colleagues. In 2007, based on a survey of Mr. Hage's peers, *Boston Magazine* recognized Mr. Hage as a "New England Super Lawyer" in Business Litigation and has been recognized as a New England Super Lawyer each year since. He has also been recognized in *Chambers USA: America's Leading Lawyers for Business* for his achievements in the area of Business Litigation. Most recently, Mr. Hage was selected as "Lawyer of the Year" in Intellectual Property (2013) by New Hampshire Magazine, and his peers have selected him for inclusion in the 20<sup>th</sup> Edition of "The Best Lawyers in America" (2013) in the following practice areas: Commercial Litigation, Corporate Law, Litigation, Intellectual Property Litigation, and Patent Litigation.

### **Selected Reported Cases**

*Bilden Properties, LLC et al. v. S. Gerald Birin et al.* 75 A.3d 1143 (NH, 2013)/Real Estate Mortgage Holder priority of claims;  
*Merrimack Valley Wood Products v. Near* 152 NH 192 (2005) Non-competition/Restrictive covenants;  
*ACG Credit Co. v Gill* 152 NH 260 (2005) Commercial contract/UCC Article 9;  
*Knapp-Schenck & Co v Lancer Management* 2004 U.S. Dist. Lexis 305 (D. MA 2004) Trade secrets;

*Nordica USA v Sorensen* 2007 U.S. Dist. 13500 (2007) Patent/Jurisdiction;  
*Multi-Tech Inc v Forcheim* 2007 U.S. Dist Lexis 9279 (2007) Patent/ Jurisdiction;  
*Hypertherm Inc v American Torch Tip Co.* 2007 US Dist. Lexis 67579 (D.NH) Patent Infringement;  
*Curtis Mfg. v Plasti-Clip* 933 F.Supp.107 (1995 D.NH) Unfair competition/Conversion;  
*Boldeu v Beal Bank* 167 F. 3d 667 (1999) Lender Liability;  
*Mesiti v Microdot Inc.* 158 B.R. 113 (1993) Bankruptcy;  
*Davidson v Rand* 2005 DNH 60; 2005 U.S. Dist. Lexis 5871(2005) Breach Of Fiduciary Duties/Jurisdiction;  
*Lane v Harborside Healthcare* 2002 DNH 132; 2002 U.S. Dist Lexis 13568(2002) Employment/ADA;  
*Flags I v Boston Five Cents Savings* 831 F.Supp 928 (1993 DNH) Anti-Trust;  
*Puritan Furniture Corp. v Comarc* 519 F.Supp. 56 (1981 DNH) Trademark Infringement.

## **Admissions/Courts**

Mr. Hage is admitted to practice in all federal and state courts in New Hampshire and Massachusetts, and is admitted to the United States Supreme Court and the United States Courts of Appeals for the Federal Circuit and the First Circuit. He has also appeared on motion before many courts throughout the United States from New York to California.

## **Presentations/Articles**

- Lecturer on intellectual property and licensing for the Executive Licensing Society.
- Presenter at the World Trade Expo on copyright, trademark, and patent protection and licensing.
- Presenter at Labor and Employment Seminar on arbitration and alternative dispute resolution in employment matters.
- Lecturer at financial institution round table on compensatory claims and liability.
- Legal commentator on television and radio.
- Member of the Central Registry of Intellectual Property Task Force, and contributor to the publication on the Uniform System for the Registration and Protection of Security Interest in Intellectual Property.
- Continuing legal educational lecturer on non-competition agreements, business litigation, depositions, trial strategy, and e-discovery.

## **Affiliations**

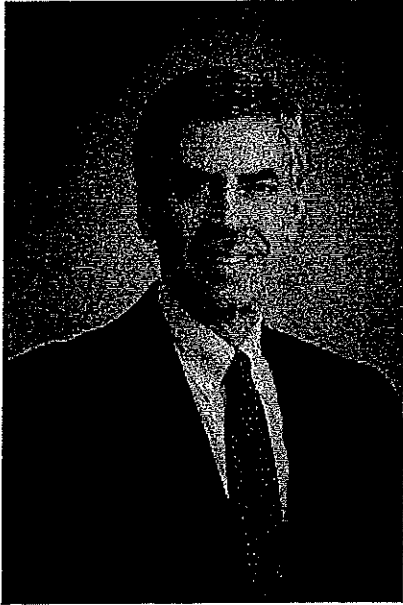
- American Bar Association and member of the Intellectual Property Section
- American Association for Justice
- Litigation Counsel of America
- New Hampshire Association for Justice and former member of Board of Governors
- New Hampshire Bar Association and member of the Federal Practice and Intellectual Property Sections.
- New Hampshire High Technology Council

- New Hampshire Bar Foundation Interest on Lawyers Trust Accounts (IOLTA) Grants Committee
- Guest Lecturer – UNH School of Law
- New Hampshire Philharmonic Orchestra- Board of Directors

## **Education**

- J.D. UNH School of Law (Formerly Franklin Pierce Law Center) – 1978
- B.A. Hamilton College – 1974

## Douglas J. Miller



E-mail: [dmiller@hagehodes.com](mailto:dmiller@hagehodes.com)

### **Practice Areas**

**Personal Injury and Intentional Tort Litigation**

**Business and Civil Litigation**

**Administrative Law**

**Workers Compensation**

**Criminal Law, including White Collar Defense**

### **Experience**

Mr. Miller has been practicing law for over thirty years. While attending law school in Chicago he worked for law firms and interned with the United States Attorney's Office for The Northern District of Illinois. He passed the

Indiana Bar exam before his graduation from law school. During his first seven years of practice he represented the United States as a federal prosecutor in Chicago and New Hampshire conducting federal grand jury investigations, prosecuting federal felony jury trials, and briefing and arguing appeals before the First and Seventh Circuit Courts of Appeals. He entered private practice in 1986, practicing with the Concord law firm of Hall, Morse, Anderson, Miller & Spinella, P.C. and its predecessor firms from 1986 through 2011, and joined Hage Hodes PA in 2012. Mr. Miller has focused his practice on:

- Representing individuals and estates victimized by negligence, injurious automobile accidents, pedestrian accidents, slip and fall accidents, work related accidents, intentional sexual abuse, assaults, skiing accidents, negligent premises maintenance and supervision, negligent highway design and maintenance actions, and other torts.
- Defending, and advising individuals, businesses, non-profit organizations, municipalities, schools, and estates in relating to tort and statutory claims and actions involving motor vehicle, aircraft, and propane gas explosion accidents, carbon monoxide poisoning, food poisoning, premises liability, product liability, asbestos and environmental contamination and exposure, and work related accidents.
- Representing insureds and insurers in insurance coverage litigation construing automobile, homeowners, commercial and general liability, health insurance, long term care and credit life insurance policies.
- Representing individuals and businesses before regulatory, professional licensing and disciplinary boards.
- Representing individuals and businesses in employment and commercial litigation, including Uniform Trade Secret Act, Consumer Protection Act, and wage claim litigation.

- Representing the criminally accused and their impacted associates in state and federal courts on felony and misdemeanor charges, investigations, and federal forfeiture actions, including complex fraud, theft, federal tax evasion, conspiracy, money laundering, and drug distribution matters, DWI / DUI charges, and representing those subpoenaed before grand juries.
- Briefing and arguing appeals to the New Hampshire Supreme Court and the U.S. Courts of Appeals.

## **Selected Appeals**

- Gannett v. Merchants Mut. Ins. Co., 131 N.H. 266 (1988) (settlement agreement enforcement)
- U.S. v. Brown, 938 F.2d 1482 (1st Cir. 1991), cert denied, 502 U.S. 992 (1991) (federal criminal defense)
- N.H. v. Weeks, 137 N.H. 687 (1993) (state criminal defense)
- U.S. v. Spector, 55 F3d 22 (1st Cir. 1995) (federal criminal defense)
- Mahan v. State of N.H., 141 N.H. 747 (1997) (plaintiff's personal injury, premises liability)
- Laramie v. Sears, Roebuck & Company, 142 N.H. 653 (1998) (product liability defense)

## **Admissions/Courts**

Mr. Miller is admitted to practice in all federal and state courts in New Hampshire. He is also admitted in the federal First Circuit (Boston) and Seventh Circuit (Chicago) Courts of Appeals and the Northern District of Illinois. He has also been admitted to the state courts of Indiana and Illinois where he is currently on inactive status.

## **Affiliations / Professional Memberships**

- New Hampshire Bar Association
- New Hampshire Criminal Defense Lawyers Association
- Criminal Justice Act panel member (Complex & Major Crimes subpanels) representing indigent defendants in the U.S. District Court, District of New Hampshire

## **Education**

- J.D. The John Marshall Law School, Chicago, Illinois. (1979)
- B.A. Indiana University, Bloomington, Indiana. (1974)

## Kathleen A. Davidson



E-mail: [kdavidson@hagehodes.com](mailto:kdavidson@hagehodes.com)

### Practice Areas

**Civil Litigation**  
**Business Disputes**  
**Personal Injury**  
**Professional Malpractice**  
**Employment Litigation**

### Experience

Kathleen is a litigation associate with the firm. She concentrates her practice in the areas of business disputes, personal injury, professional malpractice, employment litigation and domestic relations. Kathleen joined the firm in 2011. She was admitted to practice in 2009 and was formerly a litigation associate at Nelson, Kinder, Mosseau and Saturley. Kathleen worked throughout law school for a private law firm in Maine. Prior to attending law school Kathleen was a juvenile corrections officer and community worker.

### Admissions/Courts

- New Hampshire – all state and federal courts.
- Massachusetts – all state and federal courts.

### Legal and Civic Affiliations

- NH Bar Association
- Child Health Services – Board of Directors
- Domestic Violence Emergency Project (DOVE) – Volunteer Attorney
- Friends of the Manchester Animal Shelter – Board of Directors – Volunteer Photographer
- Pi Gamma Mu – International Honor Society in Social Sciences
- Delta Epsilon Sigma – National Scholastic Honor Society

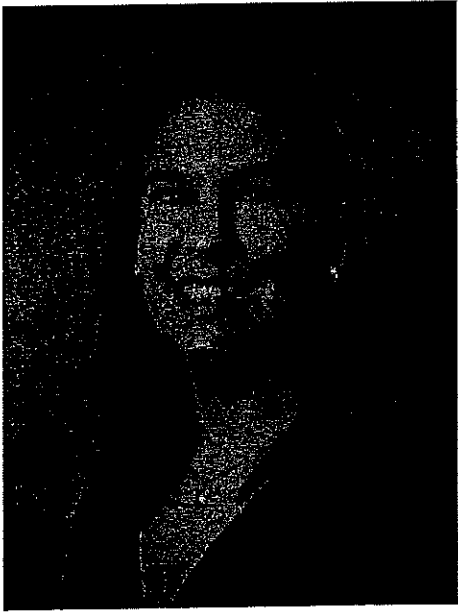
### Education

- J.D., cum laude, University of Maine School of Law (2009)
  - Student Attorney, Cumberland Legal Aid Clinic
  - Founding member of the Health Law Association
  - Trial Team
- B.A., cum laude, Saint Anselm College (2003)
  - Certificate in Spanish Studies



- Extensive service learning in the Manchester community including, NH Probation and Parole, NH Youth Development Center, New Horizons, Kid's Café, and Hillsborough County House of Correction Spanish GED Program

## C. Christine Fillmore



E-mail: [cfillmore@hagehodes.com](mailto:cfillmore@hagehodes.com)

## Practice Areas

**Municipal Law**  
**Employment Law**  
**Land Use and Zoning**

## Experience

Ms. Fillmore is an associate with the firm. She concentrates her practice in the areas of municipal and employment law and has over 15 years of experience. Prior to joining Hage Hodes, she was an attorney with the NH Municipal Association and NH Local Government Center. Her practice is focused on assisting towns, cities and village districts on all aspects of municipal law including budgeting, labor, land use, highways, taxation, open meetings & records, governance, and inter-governmental relationships, to name a few. In addition, Ms. Fillmore has written extensively for NHMA/LGC's Town & City magazine and taught classroom-style, webinar and online courses for municipal officials and employees. She is currently revising the NHMA Publication A Hard Road to Travel, a comprehensive manual on New Hampshire highway law. She is admitted to practice in both New Hampshire and Massachusetts.

## Admissions/Courts

- New Hampshire
- Massachusetts

## Legal and Civic Affiliations

- New Hampshire Bar Association
- Massachusetts Bar Association

## Publications

- Currently Rewriting “A Hard Road to Travel” for the NH Municipal Association (to be published February 2015)
- “Managing Municipal Records”, NH Bar News (June 2014)
- NHMA/LGC’s *Town & City Magazine*, monthly articles on municipal law, 2005 – May 2014
- NHMA publications: *Knowing the Territory: A Survey of Municipal Law for NH Local Officials*; *Handbook for Elected City Officials*; *The Basic Law of Town, School District and Village District Budgeting*; *Town Meeting and School Meeting Handbook*; *How to Regulate Junk and Junkyards*; *The Art of Welfare*.
- NHMA Law Lecture Publications: *Conflicts of Interest and Ethical Considerations for Land Use Boards (2013)*; *Preemption of Local Regulation: Ejected from Your Own Game! (2011)*
- “Riding the Wave: Social Media in Local Government,” N.H. Bar Journal, Winter 2012 (Vol. 52, No. 4)

## Education

- J.D., magna cum laude, Boston College Law School (1998)
- B.A., cum laude, Tufts University (1992)
  - \* Psi Chi National Honor Society in Psychology
  - \* Phi Sigma Sigma Sorority (Founding Vice President, Founding President of housing corporation)
  - \* Undergraduate Teaching Assistant, Experimental Psychology
  - \* University Orchestra

## James E. Lonano



E-mail: [JLonano@hagehodes.com](mailto:JLonano@hagehodes.com)

## Practice Areas

**Civil Litigation**  
**Personal Injury**  
**Premises and Products Liability**  
**Commercial and Business Litigation**  
**Medical and Professional Malpractice**

## Experience

Mr. Lonano is a litigation associate with the firm. He concentrates his practice in the areas of civil litigation, personal injury, business litigation, premises liability, products liability and medical and professional malpractice. James joined the firm in 2014. Prior to joining Hage Hodes, he was a litigation and trial attorney with Liberty Mutual Insurance Company. He has successfully tried jury trials to verdict and his past trial experience also includes his work as an Assistant District Attorney with the Columbia County, New York D.A.'s office. He is admitted to practice in both New York and New Hampshire.

## Admissions/Courts

- New Hampshire
- New York
- U.S. District Court for the District of New Hampshire
- U.S. District Court for Northern District of New York
- U.S. Court of Appeals for the Second Circuit

## Legal and Civic Affiliations

- New Hampshire Bar Association
- New York State Bar Association

## Selected Reported Cases

- 92 Court Street Holding Corp., LLC v. Monnet, 106 AD3d 1404 (3d Dept. 2013)
- Petry v. Hudson Valley Pavement, Inc., 78 AD3d 1145 (2d Dept. 2010)
- Mueller v. PSEG Power New York, Inc., 38 Misc.3d 1228(A) (NY Sup. 2010)
- Land Man Realty, Inc. v. Faraone, 70 AD3d 1246 (3d Dept. 2010)
- Ahlers v. Wildermuth, 70 AD3d 1154 (3d Dept. 2010)
- Cerkowski v. Price Chopper Operating Co., Inc., 68 AD3d 1382 (3d Dept. 2009)

## Education

- J.D., State University of New York at Buffalo Law School (2008)
  - \* National Order of Barristers
  - \* Buffalo Moot Court Board – President
  - \* Robert J. Connelly Award for Excellence in Trial Advocacy
- B.A., Fordham University (2003)
  - \* Phi Alpha Theta History Honor Society
  - \* University Concert Band – President
  - \* Fordham University Emergency Medical Services – Director’s Award

Lisa N. Thompson



E-mail: [LThompson@hagehodes.com](mailto:LThompson@hagehodes.com)

## **Practice Areas**

**Copyrights**  
**Trademarks/Unfair Competition**  
**Licensing**  
**Internet/Social Media**  
**IP Due Diligence**  
**Corporate & Business Law**  
**Entity Formation**  
**Domain Name Disputes**  
**Trade Secrets**  
**Intellectual Property Enforcement & Policing**  
**Anti-counterfeiting**  
**Contract Negotiation**

**Brand Management**

## **Experience**

Ms. Thompson focuses her practice on all aspects of corporate, copyright and trademark law including licensing, IP due diligence in transactions, corporate law, unfair competition, domain name disputes, trade secrets, intellectual property enforcement and policing, anti-counterfeiting, contract negotiation, social media, and brand management. She has advised clients on Internet-related issues including domain name disputes, cyber-squatting, keyword advertising, anti-counterfeiting, privacy issues, COPPA-compliance, drafting website privacy policies, terms and conditions, and social media. Ms. Thompson also has considerable experience in drafting and negotiating various transactional agreements including confidentiality agreements, settlement agreements, consulting agreements, employment agreements, distribution agreements, and software agreements.

Ms. Thompson assists small start-up businesses and private companies in developing cost-effective brand strategies, and counsels clients on strategic brand management and protection. She also works with artists and entrepreneurs seeking protection for their creative works, and assists clients in securing protection for copyright-eligible works.

Prior to moving to private practice, Ms. Thompson's extensive experience included working in-house at several Fortune 500 companies where she prosecuted and enforced major consumer brands and famous marks such as Scholastic®, Clifford the Big Red Dog®, Harry Potter®, Mattel®, Barbie®, Matchbox®, 3M®, Post-it® and Scotch®.

Ms. Thompson works with businesses and entrepreneurs in developing and protecting their brands including counseling clients on trademark selection, clearance, registration, and enforcement against third-party infringers.

## **Admissions/Courts**

- New Hampshire
- Minnesota

## **Affiliations & Professional Memberships**

- New Hampshire Bar Association
- Member of the Corporation, Banking and Business Law Section – New Hampshire Bar Association
- Member of the Intellectual Property Section – New Hampshire Bar Association
- New Hampshire Women’s Bar Association
- International Trademark Association (INTA)
- Hannah Grimes Center for Entrepreneurship pro-bono attorney and contributing writer to the Hannah Grimes Newsletter

## **Education**

- J.D. UNH School of Law (Formerly Franklin Pierce Law Center) (2000)
- B.A. Simmons College – International Relations/Political Science



YEARS OF SERVICE TO OUR CLIENTS AND COMMUNITIES

**Matthew R. Serge**  
Admitted NH

603.716.2895 Ext. 229  
mserge@dwmlaw.com  
1001 Elm Street, Suite 303  
Manchester, NH 03101  
603.716.2895 Main  
603.716.2899 Fax

October 14, 2015

Dean E. Shankle, Jr., Ph.D.  
Town Administrator  
Administration Department  
Town Hall  
35 Main Street  
Hooksett, New Hampshire, 03106

**RE: RFP Bid #15-07 Municipal Legal Services**

Dear Mr. Shankle:

Drummond Woodsum is pleased to submit the following proposal to provide all general and specialized legal services to the Town of Hooksett ("the Town").

**A. PROPOSAL REQUIREMENTS**

1. Drummond Woodsum  
1001 Elm Street, Suite 303  
Manchester, NH 03101  
603.716.2895 Main  
603.716.2899 Fax  
[mserge@dwmlaw.com](mailto:mserge@dwmlaw.com)  
[kroman@dwmlaw.com](mailto:kroman@dwmlaw.com)
2. Contacts:  
Matthew Serge, 603.433.3317  
Keriann Roman, 603.433.3317
3. Drummond Woodsum is a 62 attorney, full-service law firm. Our municipal law group includes 16 attorneys. For most matters, and all general municipal matters, work will be performed out of our Manchester office. The Town will have access to all 16 of our municipal attorneys, if needed. We propose two lead attorneys for all general municipal work, Matt Serge and Keriann Roman, whom are both supported by assistant Adriana Grimes.
4. Founded in 1965, Drummond has offices in Manchester, New Hampshire, Portsmouth, New Hampshire, and Portland, Maine. Drummond Woodsum's Martindale-Hubbell rating is "AV", the highest awarded.



Drummond Woodsum has been representing public sector entities—municipalities, schools, and counties—for more than 30 years. We serve as attorneys, for specialized and/or general matters, to the following municipalities in New Hampshire: Andover, Bedford, Dublin, Effingham, Farmington, Hampton, Hudson, Keene, Londonderry, North Hampton, Merrimack, New Castle, Plaistow, Rochester, Stoddard, Washington, and Weare. We have direct experience working with Town Councils, as one of our oldest municipal clients, the Town of Merrimack, is a Town Council municipality.

A non-exhaustive list of noteworthy municipal-related services performed by Drummond Woodsum is attached hereto as Addendum A.

## 5. DESCRIPTIONS OF KEY PERSONNEL & QUALIFICATIONS

### GENERAL MUNICIPAL PRACTICE

The following attorneys have extensive and broad background in municipal law, and are collectively able to offer the Town significant experience in all areas of municipal law, ensuring that there will always be someone available to take a phone call or answer a question. We propose that Matthew Serge and Keriann Roman would be designated as the primary contacts at Drummond Woodsum for the Town of Hooksett. Matt and Keriann each have broad experience in general municipal governance, tax assessment and abatement issues, tax collection, planning/zoning and land use matters, transportation issues, code enforcement, conservation matter and real estate matters, among others.

**Matthew Serge** has practiced exclusively in the area of municipal law for over a decade, serving the needs of municipalities and their local administrative boards in all areas. Matt brings with him a wealth of experience and knowledge, which includes extensive litigation work before the state Superior and Supreme Courts, state administrative boards, and the Federal Court. By way of example, Matt has been one of the lead defense attorneys in the ongoing FairPoint tax abatement litigation, in which he currently represents more than ten municipalities, many of whom retained Matt specifically for that matter. Matt also assists municipalities with the acquisition and protection of conservation land, whether purchased in fee or in an easement form. Matt has extensive experience in drafting deeds and easements, and works carefully with his clients to ensure that each instrument is tailored to meet their specific needs. In addition, Matt has experience working with local land trusts and similar organizations in more complex transactions.

Matt served as law clerk for the New Hampshire Superior Court and also served as law clerk for the Honorable Linda S. Dalianis of the New Hampshire Supreme Court. Matt was admitted to the New Hampshire bar in 1999 and has practiced in the area of municipal law for the last 13 years.

Matt has served numerous times as a lecturer in the prior-Local Government Center municipal law lecture series as well as the New Hampshire Office of Energy and

Planning Annual Conference. In addition, Matt has published various articles on municipal topics.

Matt is listed in *The Best Lawyers in America*, which ranks the top 4% of practicing attorneys in the U.S. for municipal litigation. Since 2011, Matt has been listed in *Super Lawyers*, practicing in the fields of State, Local & Municipal and General Litigation.

**Keriann Roman** has worked with numerous municipalities throughout New Hampshire on a variety of issues, ranging from day to day legal questions that arise, all the way to New Hampshire Supreme Court appeals involving tax abatements and land use decisions, as well as U.S. Federal District Court matters involving the Telecommunications Act and the siting of cell towers in municipalities. She is available to handle, and has experience in, all aspects of general legal services including but not limited to tax abatement matters, Planning Board matters and appeals, Zoning Board of Adjustment matters and appeals, telecommunications applications, Town Meeting, Recreation and Conservation matters, code enforcement, real estate law (including deed drafting, title searching and attending closings), and financial matters, among others. By way of example of the types of matters she handles, Keriann currently represents a New Hampshire municipality with regard to its multimillion dollar deposits and collateralization of public funds and recently convinced a national bank to re-write its municipal collateralization agreements. Keriann has lectured throughout the State on municipal matters involved with amending zoning ordinances through the former-Local Government Center's municipal law lecture series, and wrote an accompanying booklet titled "Innovative Land Use Controls: Amending Your Zoning Ordinance."

Although our goal is always to avoid litigation for the municipality if possible, should litigation arise, Keriann can easily and efficiently handle any municipal litigation matter given her litigation experience and background. She has also lectured nationally on litigation practice.

Keriann is an elected member of her town's Planning Board as well as the Chair of the Planning Board's Rules and Regulations Committee. She is a former member of her town's Recreation Commission. Keriann was admitted to the New Hampshire bar in 2006 and has specialized in municipal law for the last six years.

Since 2013, Keriann has been listed in *Super Lawyers*, practicing in the fields of State, Local & Municipal law, Land Use/Zoning and Civil Litigation.

**Matthew H. Upton** is available to handle the vast majority of your general municipal issues, as well as any labor and employment law issues. He has been representing cities, towns and schools in excess of 20 years. He represents numerous communities in all forums including the New Hampshire Superior Court, New Hampshire Supreme Court and before the Public Employee Labor Relations Board (PELRB). He has also served as

the Chairman of the New Hampshire Board of Claims, appointed by the Chief Justice of the New Hampshire Supreme Court (1994-2009).

Matt has represented communities in large scale development projects including a recent project involving the development of a 650,000 square foot Outlet Mall in southern New Hampshire, obtaining significant financial considerations for his client. He has also defended numerous zoning and planning cases with excellent results. Given his prior experience as a Town Administrator for two New Hampshire towns, Matt thoroughly understands how important it is that legal advice provides practical, timely and efficient solutions.

Matt was admitted to the New Hampshire bar in 1989 and has specialized in municipal law for the last twenty-five years.

**Amy K. Tchao** is Drummond Woodsum's Practice Group Leader for Municipal Law. Over the course of the past two decades, Amy has focused her practice on general municipal law, land use law, and education law. She has provided guidance to towns and other public clients on a broad range of municipal issues, including land use permitting and enforcement, zoning compliance (including shoreline zoning matters), ordinance drafting, elections, freedom of information requests, property tax, and assessment matters, and review of contract and personnel issues. She has provided legal representation before local and state boards and permitting authorities and has litigated many cases in state and federal court on behalf of municipalities.

Amy is listed in *The Best Lawyers in America*, which ranks the top 4% of practicing attorneys in the U.S. for municipal law and was selected by *Best Lawyers* as a 2014 "Lawyer of the Year" in the category of Municipal Litigation.

Amy has specialized in municipal law for over 20 years, she was admitted to the Maine bar in 1993 and the New Hampshire bar in 2007.

### **SPECIALIZED MUNICIPAL PRACTICE**

Our attorneys have vast experience in, and can represent the Town in all its specialized municipal matters, including municipal finance and labor and employment.

#### **Municipal Finance**

**E. William Stockmeyer** ("Bill") heads the Public Finance subgroup and has represented clients on a wide range of financial and business matters, including bond issuance, budgetary matters, enabling and other legislation, construction contracts, public bidding and procurement, real estate, and board conflicts of interest.

Bill has served as bond counsel and issuer's counsel in both New Hampshire and Maine financings. His expertise in public sector financing includes general obligation bonds, revenue bonds, working capital financings, private activity bonds, current and advance

refunding, lease purchase financings, remedial actions and private letter rulings. Bill is approved as local counsel by the New Hampshire Municipal Bond Bank.

Bill is rated AV, the highest rating awarded by Martindale Hubbell, and is listed in *Best Lawyers in America* for Public Finance Law. He has been a member of the National Association of Bond Lawyers for over 20 years. In 2010, Bill's national peers elected him to the American College of Bond Counsel, at that time one of only two attorneys so recognized and practicing in New Hampshire or Maine. Bill is listed in the "Red Book" of municipal bond attorneys.

Bill has specialized in public finance for the last 23 years, he was admitted to the Maine bar in 1986 and the New Hampshire bar in 2010.

**Greg Im** is a member of the Public Finance Subgroup and is available to serve as bond counsel.

Before joining the firm, Greg worked as an Assistant Attorney General for the State of Maine, advising and representing various State agencies in the areas of contract, finance, leasing and real estate. Prior to that, he clerked for Chief Justice Leigh I. Saufley, Justice Jon D. Levy, and Justice Donald G. Alexander of the Maine Supreme Judicial Court.

Greg was admitted to the Maine bar in 2009 and the New Hampshire bar in 2015, and has specialized in public finance for the last three years.

### **Labor Employment Law Services for the Town of Hooksett**

Drummond Woodsum's labor and employment law practice can help the Town in all areas of labor and employment: maintain a stable and productive work force; adopt policies, procedures and practices which comply with the numerous state and federal employment laws; efficiently negotiate and administer effective collective bargaining agreements; and resolve employee issues in a manner which avoids unnecessary litigation. Because we truly understand people and the realities of the workplace, we know the solutions that will work – not just to resolve today's issue, but to avoid problems tomorrow. Our team of employment and labor attorneys and consultants is available, responsive and creative. Drummond Woodsum is always prepared to offer excellent services to our clients, including legal and consulting services in the areas of employment law and labor law.

Our Group also has the capability to assist the Town with employee benefit issues and available to provide advice and counseling on benefits matters including public retirement plans, insurance plans, and COBRA benefits.

The firm proposes that Mark Broth serve as the primary contact for the Town of Hooksett on labor and employment matters. The other proposed members of the Town of Hooksett labor and employment team would include Matt Upton and Laurel McClead. Other

resources within the firm and the labor and employment group could be called upon as needed to meet the Town's needs.

**Mark T. Broth** is a member of the firm's Labor and Employment Group. Mr. Broth would welcome the opportunity to continue to serve the Town as its legal counsel for labor and employment issues. Since being admitted to practice in 1982, Mr. Broth has focused on representing employers in all aspects of labor and employment law. Mr. Broth has been listed in *Best Lawyers in America* and the Chambers USA guide to *America's Leading Lawyers for Business* for over 10 consecutive years. *Best Lawyers* named Mr. Broth the Manchester, New Hampshire management labor lawyer of the year for 2014. A Fellow of the College of Labor and Employment Lawyers and a former chair of the Employment Law Section of the New Hampshire Bar Association, he is regularly identified as one of New Hampshire's leading labor and employment lawyers. He is a graduate of the Class of 2011 of Leadership New Hampshire. Mr. Broth also serves as a consultant to HealthTrust (formerly known as the Local Government Center) and has assisted in the resolution of disputes of general applicability to many public employers.

Mr. Broth has developed long-standing relationships with many municipalities throughout the state. He has represented those municipalities in all aspects of collective bargaining, in mediation and fact-finding, in arbitration, and before the PELRB. His experience includes the representation of employers in unfair labor practice charges, as well as in bargaining unit certification/decertification and modification proceedings and the appeal of arbitration awards.

Mr. Broth regularly counsels public employers on a wide variety of employment and labor related subjects. He is particularly skilled in working with elected officials and government officials in goal setting and the development of strategies for collective bargaining. Mr. Broth is directly accessible to his clients via telephone and e-mail and is available to attend scheduled or ad-hoc meetings with City officials with only minimal notice. His accessibility, responsiveness and results have assisted him in maintaining long term relationships with his public sector clients.

Over the past 30 years, Mr. Broth has gained extensive experience in labor arbitration. In 2013 alone, he successfully represented employers in numerous arbitration cases in which decisions were issued, and numerous others that were resolved either prior to hearing or prior to issuance of a decision, on issues as diverse as discipline (cases ranging from contested written warnings to discharge) and contract interpretation (including administration of overtime, step increases, and health insurance premium payments). Mr. Broth has worked with many of the labor arbitrators available in this area through the PELRB and American Arbitration Association, and can advise regarding the selection of arbitrators for particular matters.

Mr. Broth's representative public sector clients include Coos County, the cities of Berlin, Laconia, Manchester, Rochester and Lebanon, and the towns of Londonderry, Bedford,

Hudson, Weare, Windham, and Plaistow. Representative private sector clients include Kalwall Corporation and the Grappone Companies.

Mark was admitted to the New Hampshire bar in 1982 and has specialized in labor and employment for the last 33 years.

**Laurel A. McClead**, has focused her practice in labor and employment. She has substantial experience providing counseling and representation to municipalities in all aspects of employment and labor law matters, with a particular emphasis on policy development and counseling regarding challenging employee issues.

Laurel was admitted to the New Hampshire bar in 2003 and has specialized in labor and employment law for the last 12 years.

6. All attorneys at Drummond Woodsum understand the need to be accessible to clients. Either Matt Serge or Keriann Roman will return all telephone calls and emails on the same work day if possible, or within one business day at the latest. If a shorter response time is required and or if Matt or Keriann is out of the office, the call will be taken by another attorney.
7. The firm employs 35 support staff; in addition to 23 legal assistants, and 12 clerical assistants. Municipal staff Adriana Grimes, Paula Foley and Darnell Filleul work directly with attorneys Matt Serge, Keriann Roman, Matt Upton and Mark Broth and will be available to the Town, with Adriana as the lead staff contact.

The firm uses Microsoft Office software, including Microsoft Word and Microsoft Excel, as well as Adobe Acrobat. The firm's electronic communications should therefore be fully compatible with those of the Town of Hooksett.

In addition, Drummond Woodsum employs a full time law librarian who supports the research needs of the Firm by providing access and training in the use of numerous online databases and print materials for all attorneys. Examples of such resources include Westlaw, Casemaker and an extensive collection of both general and subject specific treatises. Access to updated federal and state statutes and regulations are available in both print and online formats. A library intranet portal provides us with access to in-house resources and other resources available through the Internet.

8. The firm carries professional liability insurance with Continental Casualty Company. The coverage limits are \$10,000,000 per occurrence, \$10,000,000 in the aggregate, with a deductible of \$50,000. A copy of our certificate of malpractice coverage is attached.
9. Litigation or other legal proceedings as a defendant related to services provided? No.

10. Professional Discipline of designated attorneys? No.
11. Bankruptcy, reorganization or receivership? No.
12. Disqualification/Termination by public agency or Town? No.

**B. CLIENT REFERENCES**

Blaine Cox, Finance Director  
City of Rochester  
31 Wakefield Street  
Rochester, NH 03867  
(603) 335-7609

Eileen Cabanel, Town Manager  
Town of Merrimack  
6 Baboosic Lake Road  
Merrimack, NH 03054  
(603) 424-2331

Arthur Cappello  
Town Administrator  
Town of Farmington  
356 Main Street  
Farmington, NH 03835  
(603) 755-2208

Lorn Buxton  
Selectboard, Chairman  
Town of New Castle  
PO Box 367, 49 Main Street  
New Castle, NH 03854  
(603) 431-6710 ext 10

Duncan Coolidge  
Selectboard, Chairman  
Town of Andover  
PO Box 61, 31 School Street  
Andover, NH 03216

Thomas Marshall  
Selectboard, Chairman  
Town of Washington  
7 Halfmoon Pond Road  
Washington, NH 03280

**C. INSURANCE**

Drummond carries the minimum requirements in the Town's RFP for general liability and professional liability, and \$500,000 in coverage for Workers Compensation, as well as an \$10,000,000 Umbrella Policy. A copy of a certificate of liability insurance showing our coverage is attached.

**D. COST PROPOSALS**

Given our extensive representation of public sector governmental entities, we are well aware that the cost of legal services is an important issue in these times. We therefore propose a discounted hourly rate for the Town of Hooksett. Because of our firm's deep familiarity and expertise in public sector matters and efficiency, we commonly find that we are able to provide services for a total **overall** cost that is less than might be charged by other providers. *Please also see the attached cost proposal form.*

- Discounted Hourly Rate for Town of Hooksett

Because we are very interested in representing the Town of Hooksett on an ongoing, long-term basis, we would propose to bill the Town at the hourly rate of \$ 175.00 for all general municipal work, including litigation services, reflecting a significant discount on Matt's and Keriann's average standard hourly rates. We also have several associates which may be used for research or other appropriate projects, their time will be billed at a further discount of \$155/hour. Specialized municipal work is billed at \$260/hour for public finance work (although bond counsel is willing to discuss a fixed fee arrangement) and \$260/hour for labor and employment work. We will bill the time for our paralegals at \$ 95.00 per hour. We bill on an hourly basis broken down to tenths of an hour.

We record daily all of our time spent on handling matters for our clients. For example, we include in our recorded time all of our time spent in telephone calls, conferences, research, drafting letters, and preparing memoranda and other documents.

We are open to discussing alternative fee arrangements, such as a flat fee monthly retainer agreement, with the Town if the Town prefers such an arrangement for its general municipal services.

- Travel Time & Mileage

Our Manchester office is just 8 miles from the Hooksett Town Hall. All billed attorney travel time and mileage will be from our Manchester office.

- Disbursements

We also will bill the Town of Hooksett for the out-of-pocket expenses that we incur on the Town's behalf. For example, the Town's bill may show disbursements for photocopying, filing and search fees in government offices, computerized legal or other research, courier charges, such as Federal Express or local messenger service, mileage, secretarial overtime, real property title searches, postage and other expenditures which may be appropriate in handling the Town's work. Consistent with the firm's policy on all matters, bills from third parties, such as expert witnesses, in excess of \$100.00 will be forwarded to the Town for payment (the Town's approval will be sought prior to incurring such excess expenses).

- Billing and Quarterly Reporting

Each matter for the Town of Hooksett will be assigned a number by our billing department, and the Town will be sent separate monthly bills for each matter. We are happy to bill by department and case/project area and are also willing to submit quarterly status reports of all pending matters.



**E. OTHER ITEMS**

We recommend and can provide training to municipal boards and commissions that administer municipal land use ordinances, e.g., the Planning Board and Board of Appeals. These sessions can be held annually, when there have been new developments in the law that affects the business of the boards and commissions, or when there has been a significant turnover in membership of the board or commission. Drummond Woodsum can provide an annual training session to Hooksett free of charge upon request.

Drummond Woodsum provides services to numerous New Hampshire cities, towns and other governmental entities. As a general practice firm, we also represent businesses and individuals throughout the region. We are not aware of any representation which would represent a conflict with our representation of the Town of Hooksett. Should a conflict arise, we would alert the Town immediately and will offer referrals to other municipal firms or attorneys whom we know, and assist in any way with transferring that matter to another firm or person smoothly.

**CONCLUSION**

In closing, you will not find better service, quality, or more effective legal representation than Drummond Woodsum. **Unlike most firms, we have the knowledge and experience among our many attorneys to provide full municipal legal services to the Town, ultimately saving the Town time and money.**

I, or any of the above-listed attorneys, would be pleased to further discuss your needs or answer any questions regarding our firm or any individual member. I may be contacted at 603-433-3317, or by email at [mserge@dwmlaw.com](mailto:mserge@dwmlaw.com).

Thank you for your consideration.

*I certify this bid is true and accurate. By submitting this bid, Drummond Woodsum hereby agrees to and accepts all of the terms set forth in the bid document.*

Sincerely,



Matthew Serge, Esq.

## ADDENDUM A

### **LIST OF SERVICES - NOTEWORTHY RELATED WORK AND EXPERIENCE**

Drummond Woodsum has performed the following legal services for its public clients. This list is not exclusive, but is provided as an illustration of the broad range of experience upon which Drummond Woodsum attorneys will draw in providing legal services to the Town of Hooksett.

- Public Disclosure Issues: Drummond Woodsum has served as counsel to numerous municipal and school entities in responding to requests for information.
- Civil Litigation: We successfully defended numerous municipal and quasi-municipal entities in a range of civil lawsuits, including litigation involving tort and discrimination claims. We have handled civil rights matters involving such issues as freedom of speech, freedom of religion, due process, equal protection, the use of excessive force in making an arrest, and discrimination and harassment on the basis of age, sex, disability, national origin, and sexual orientation.
- Ordinance Drafting: Drummond Woodsum attorneys have extensive experience in drafting ordinances, ordinance amendments, administrative codes, personnel policies, warrants and referenda for municipal clients. Our work in this area has included, for example, the following: drafting zoning and land use ordinances, mass gathering ordinances, growth limitation ordinances, cable television ordinances, firearms ordinances, harbor use ordinances, and adult entertainment ordinances.
- Appeals from Municipal Boards: We also have experience in handling Zoning and Planning Board appeals to the superior courts and the New Hampshire Supreme Court.
- Code Enforcement: Drummond Woodsum attorneys have assisted a number of municipalities on numerous ordinances / permit enforcement actions, in which we have obtained judgment and negotiated settlements favorable to our municipalities.
- Employment Law: Drummond Woodsum has a large employment and labor team that specializes in representing private and public employers in all aspects of employment and labor relations law, including compliance with federal and state laws and labor negotiations. We advise employers on complex issues relating to laws such as the Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Civil Rights Act of 1964, and their state counterparts. We help our clients avoid liability through sound advice, the analysis and development of effective personnel policies, and regular meetings and seminars for employees and managers. When matters cannot be otherwise resolved, we represent our clients in arbitrations, litigation, and at administrative hearings before federal agencies such as the National Labor Relations Board, the Equal Employment Opportunity Commission, the federal Department of Labor, and state agencies.

- Tax Abatement: The firm has negotiated settlement of tax abatement claims and defended tax assessments in numerous cases.
- Land Sale Transactions and Conservation: We have served as counsel to various conservation groups, including the Appalachian Mountain Club, in extensive land sale transactions relating to land being acquired for conservation and recreation purposes.
- Affordable Housing Development: Our attorneys have worked actively with both private investors and public entities in the successful completion of dozens of affordable housing development projects throughout New Hampshire and Maine.
- Economic Development Financing: Drummond Woodsum attorneys have provided advice to clients about economic development initiatives.
- Liability Claims under the Town's Insurance Policies: Drummond Woodsum's Trial Practices Group attorneys serve as counsel in general municipal matters and as insurance defense counsel in specialty areas, including defense of discrimination, due process, civil rights and tort claims.

**COST PROPOSALS**

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR LEGAL SERVICES

Name of Firm Drummond Woodsum & MacMahon  
 Address 1001 Elm Street, Suite 303  
Manchester, NH 03101  
 Phone/Fax 603-716-2895 / Fax: 603-716-2899

	Standard Hourly Rates	Court Time Hourly Rates
Lead Attorney		
Matthew Serge	\$175.00	\$175.00
Keriann Roman	\$175.00	\$175.00
Associate Attorney		
Demetrio Aspiras	\$155.00	\$155.00
Anna Cole	\$155.00	\$155.00
Others Amy Tchao	\$175.00	\$175.00
Matthew Upton	\$175.00	\$175.00
Mark Broth	\$260.00	N/A
Laurel McClead	\$260.00	N/A
Greg Im	\$260.00	N/A
Bill Stockmeyer	\$260.00	N/A

Narrative for further explanation:

Please see Section D for further explanation.

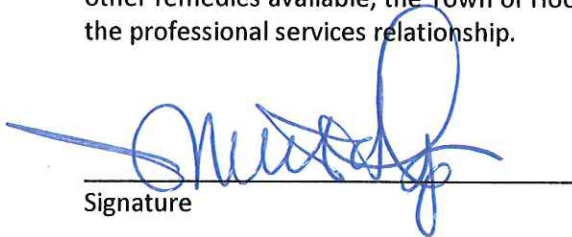
**CERTIFICATION OF LEGAL FITNESS CLAUSE**

Drummond Woodsum

"I certify that to the best of my knowledge, & MacMahon (name of bidder) and none of its principals, partners, officers, and employees:

- (a) are not presently disbarred, suspended, proposed for disbarment or discipline, or declared ineligible for a contract, by a federal or state department or Town, including any established courts or administrative tribunals;
- (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for other criminal or civil charge by a government entity (federal, state, or local) with the commission of any of these offenses enumerated in (b) of this certification; and
- (d) have not within a three year period preceding this proposal had one or more public contracts (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Town of Hooksett will rely. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Town of Hooksett may pursue available remedies including termination of the professional services relationship.

  
\_\_\_\_\_  
Signature

10/14/15  
\_\_\_\_\_  
Date

Matthew H. Upton  
\_\_\_\_\_  
Name

Shareholder  
\_\_\_\_\_  
Title



**AUTHORIZATION TO RELEASE INFORMATION**

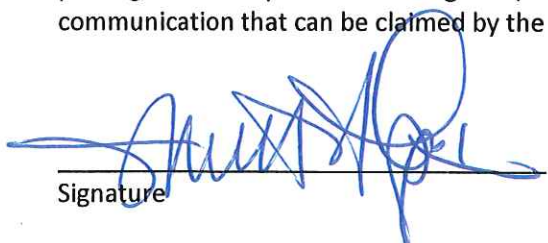
The undersigned hereby authorizes the Town of Hooksett to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matters pertinent to the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services.

The undersigned hereby releases, acquits, and forever discharges the Town of Hooksett, its Administrators, employees, governing Board members, and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Town of Hooksett in the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services.

The undersigned hereby authorizes representatives of the Town of Hooksett to contact any and all of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the undersigned proposal submitted in response to its Request for Proposals for Municipal Legal Services.

The undersigned further authorizes any and all persons or entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits, and forever discharges any such person or entity, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Town of Hooksett in the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services. A photocopy or facsimile of this signed Authorization is as valid as an original.

Notwithstanding the foregoing, this authorization and release from liability does not extend to granting the Town of Hooksett authority to receive any information that would constitute a violation of: any legal privilege attorney ethical obligation, attorney work product, or confidential attorney-client communication that can be claimed by the respondent or entity contacted.

  
\_\_\_\_\_  
Signature

10/14/15  
\_\_\_\_\_  
Date

Matthew H. Upton  
\_\_\_\_\_  
Name

Shareholder  
\_\_\_\_\_  
Title

**END OF REQUEST FOR PROPOSAL**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Varney Agency-Bangor 32 Oak St Bangor, ME 04401 MICHAEL VARNEY	<b>CONTACT NAME:</b> Sunny Quintal <b>PHONE (A/C, No, Ext):</b> 207-385-2201 <b>E-MAIL ADDRESS:</b> squintal@varneyagency.com	<b>FAX (A/C, No):</b> 207-883-4752
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Drummond Woodsum & MacMahon PA 84 Marginal Way Suite 600 Portland, ME 04101	<b>INSURER A :</b> HANOVER INSURANCE COMPANY	<b>NAIC #</b> 22292
	<b>INSURER B :</b> MAINE EMPLOYERS MUTUAL	<b>NAIC #</b> 11149
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBP9910651	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			OBP9910651	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			OBP9910651	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5101800488	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Town of Hooksett Administration Department Town Hall 35 Main St. Hooksett, NH 03106	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>MICHAEL VARNEY</b>
--	---



LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS

Agency: 794489 Branch: 912 Policy Number: 192857703 Insurance is provided by Continental Casualty Company, 333 S. Wabash Ave. Chicago IL 60604 A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS: Drummond Woodsum & MacMahon 84 Marginal Way, Suite 600 Portland, ME 04101

NOTICE TO POLICYHOLDERS: This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD: Inception: 10/01/2014 at 12:01 A.M. Standard Time at the address shown above Expiration: 10/01/2015

3. LIMITS OF LIABILITY: Inclusive of Claims Expenses Each Claim: \$10,000,000 Aggregate: \$10,000,000 Death or Disability and Non-Practicing Extended Reporting Period Limit of Liability: Each Claim: \$1,000,000 Aggregate: \$2,000,000

4. DEDUCTIBLES: Inclusive of Claims Expenses Aggregate: \$50,000

5. POLICY PREMIUM: Annual Premium: Total Amount: Includes CNA Risk Control Credit of Includes Net Protect Premium, see coverage endorsement if applicable \$

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION: G-118011-A (Ed. 08/2009), G-118012-A (Ed. 03/1999), G-118038-A 04/2008, G-118039-A18 07/2008, G-118063-A18 07/2008, G-118064-A18 09/2001, G-118071-A18 09/2001, GSL-11512-XX 10/2008, GSL-17467-XX 02/2010, GSL-25759-XX 01/2011, GSL-28719-XX 02/2011, GSL-61247-XX 03/2012, GSL-61344-XX 03/2012, G-145125-A 08/2003, G-145184-A 06/2003

7. WHO TO CONTACT: To report a claim: CNA Pro Open Brokerage Claim P.O Box 8317 Chicago, IL 60680-8317 Shauna J. Reeder, Esq. Assistant Vice President Phone: 212-440-7998 Fax: 866-773-7504 Email: CAIntake@cna.com

Authorized Representative 10/20/2014 Date



**RFP Bid #15-07 MUNICIPAL LEGAL SERVICES**

**I. Name, address, telephone number, fax number, and e-mail address of firm.**

TARBELL & BRODICH, P.A.  
45 Centre Street  
Concord, New Hampshire 03301

Telephone: (603) 226-3900  
Facsimile: (603) 410-6674  
e-mail: dlefevre@tarbellpa.com

**II. Name of contact person and telephone number for purposes of communications regarding the proposal.**

David E. LeFevre, Esq.  
(603) 226-3900

**III. State the size of the firm, the size of the firm's municipal law staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.**

Tarbell & Brodich, P.A. has seven (7) lawyers and five (5) paralegals/support staff, all of whom are available to work on this engagement. Our office is located in Concord, New Hampshire, with a satellite office in Auburn, Maine. Work on this engagement will be performed from our Concord office.

**IV. Narrative about the history of the firm, including date of inception, experience with relevant New Hampshire municipal, state and federal law and experience providing services to New Hampshire municipalities.**

Tarbell & Brodich, P.A., is a general practice law firm based in Concord, New Hampshire since 1992. The Firm provides statewide legal services to individuals, businesses, public and private institutions. Our office currently represents the Town of Hudson. I have previously provided legal services as general or special counsel to the Towns of Litchfield, Hooksett, Merrimack, Deering, Epping and Seabrook.

The attorneys at Tarbell & Brodich, P.A. have extensive experience in all areas of municipal law, including by way of example: local government; Right to Know law; land use, planning and zoning; tax assessment, collection, and abatement; town meeting, budgeting and finance; employment law and collective bargaining; environmental law; telecommunications law; and litigation and appeals.

**V. Narrative of the qualifications of the person(s) proposed to work directly with the Town:**

The primary attorney working directly with the Town will be myself, David E. LeFevre. I was admitted to the NH Bar in 1998 and I have specialized in municipal law for seventeen (17) years. I am a member of the NH Bar Association Municipal Law Section.

I have been fortunate to have had the previous opportunity to provide Hooksett with virtually all of the legal services outlined in the RFP for Municipal Legal Services. I hope that the Town Council will take notice of my prior service to the Town of Hooksett in consideration of this proposal. I am optimistic that my work product speaks for itself. In addition, I would draw your attention to the following:

In my former law firm, I almost exclusively handled all matters for our office involving personnel, employment law, and collective bargaining for our municipal clients. I similarly handled all zoning appeals and all zoning code enforcement matters, and all bankruptcy matters for our municipal clients. The majority of Right to Know law inquiries were handled by me, as well as, matters involving tax deeding. I am very knowledgeable in matters regarding local government, and I have first hand knowledge of Hooksett's Town Charter.

I have extensive litigation experience representing municipalities, the vast majority of which resulted in favorable decisions for my clients. I have litigated cases at all levels of the NH judicial system, including appeals to the New Hampshire Supreme Court, as well as before NH

administrative agencies such as the PELRB and NHRS. I have litigated cases before the Federal District Court of New Hampshire, as well as, the United States Bankruptcy Court for the District of New Hampshire.

I have litigated numerous zoning and planning board appeals, as well as, zoning code enforcement actions in both the Superior and District Court. This is an area of the law in which I have a very high level of expertise.

In *Kelley v. Hooksett*, an unreported case involving the Right to Know law, the New Hampshire Supreme Court dismissed an appeal in favor of the Town of Hooksett, in which I successfully argued that a copying charge of \$0.50 per page was lawful. Below are a list of reported decisions in which I was counsel for the municipality:

- Radziewicz v. Town of Hudson*, 159 N.H. 313 (2009)
- Continental Paving, Inc. v. Town of Litchfield*, 158 N.H. 570 (2009)
- Robinson v. Town of Hudson*, 154 N.H. 563 (2006)
- Vigeant v. Town of Hudson*, 151 N.H. 747 (2005)
- Pelletier v. City of Manchester*, 150 N.H. 687 (2004)
- Robinson v. Hudson*, 149 N.H. 255 (2003)
- Rancourt v. City of Manchester*, 149 N.H. 51 (2003)
- R.J. Moreau Companies, Inc. v. Town of Litchfield*, 148 N.H. 773 (2002)

I have been requested to speak by the Local Government Center on various issues, most recently as part of the 2012 Fall Lecture Series in which I spoke about the Religious Land Use and Institutionalized Persons Act. Some of the other speaking engagements I have been involved in for the LGC include:

- NH LGC Municipal Law Lecture Series • Effective Use of Code Enforcement Tools
- NH LGC Annual Conference • Small Claim Procedures to Collect Municipal Debts
- NH LGC Annual Conference • E-Mail and the Right-to-Know Law

In conjunction with the foregoing, I have participated in the publication of the following:

- David E. LeFevre & Daniel D. Crean, *Religion and Land Use Controls: What are the Legal Limits*, 2012 Municipal Law Lecture Series

David E. LeFevre & Paul G. Sanderson, *Effective Use of Code Enforcement Tools*, 2008  
Municipal Law Lecture Series

As a licensed attorney, I am required to participate in Continuing Legal Education. The minimum number of credits is 12 annually, however, I have typically in years past received more than the required minimum. The municipal law CLE courses that I generally participate in involve, land use, zoning and planning, the Right to Know law, and "Updates." I have also received CLE credits on occasion for teaching, such as the Fall Lecture Series.

I am active in my own community. I have been a voting member of my local zoning board of adjustment since 2007, and have currently been serving as Chairman since 2014.

**VI. Identify the accessibility of the proposed designated lead attorney, and the response time that the individual offers to the Town.**

The designated lead contact with the Town will be myself, Attorney David E. LeFevre. During the initial commencement of this engagement, I would suggest that all requests for legal services be directed to my attention, and I will designate the assignment to the appropriate attorney or staff person. In my experience, once the working relationship develops between my office and the Town, assignments may be given directly to the attorney or staff person who ordinarily handles the particular matter, but at least initially we would request that all matters be directed to my attention. I am glad to accommodate whatever formalities the Town requests.

Our policy is to return all calls, e-mail, etc. within 24 hours, although a same day follow-up response, confirming receipt of the request, is typical. Our attorneys are available during regular business hours, as well as, non-business hours, weekend, and holidays, should the need arise. Completion of requests for legal services will necessarily vary depending on the difficulty or nature of the assignment. My practice is to communicate directly with the Town, request any

additional information I may need, and ascertain whether there are any time constraints or deadlines. Responding to all of our clients in a timely manner is a top priority.

**VII. Narrative about the resources of the Firm, to include clerical and support staff, library and research capabilities, and other relevant information.**

Tarbell & Brodich, P.A. has seven (7) lawyers and five (5) paralegals/support staff. As indicated previously, all attorneys and staff are available to assist in meeting the Town's needs. Our office maintains a complete hardcopy library of necessary legal resources. The vast majority of modern legal research is conducted using on-line resources such as WestLaw and Lexus. Our office has a complete computer system network. All attorneys and staff have e-mail and internet for immediate access to research materials.

**VIII. Describe the level of coverage for malpractice insurance your firm carries. Is the coverage on a per client basis, or is the dollar figure applied to the firm as a whole? Provide documentation of the malpractice insurance coverage.**

Tarbell & Brodich, P.A. currently maintains general commercial liability and professional liability insurance in the amount of \$1,000,000.00 per occurrence, \$1,000,000.00 in the aggregate, and statutory workers compensation insurance and employer's liability insurance in the amount of \$100,000.00 per employee, \$500,000.00 policy limit. In the event that Tarbell & Brodich, P.A. is the successful bidder, we are glad to increase our limits of liability as required by the RFP. Proof of insurance is attached hereto.

**IX. Within the last five years has your organization, its officers, partners, employees, shareholders or principals been a party in any litigation or other legal proceedings as a defendant relating to the services provided by your entity? If so, provide an explanation and indicate the current status or disposition of any such situation.**

No.

**X. State whether the firm, its officers, partners, principals, agents, or employees that are expected to perform services under this RFP, have been disciplined, admonished, warned, or had any license, registration, charter, certification, or any**

**similar authorization to engage in the legal profession suspended or revoked for any reason.**

None of the lawyers and staff have been the subject of any such discipline or license suspension.

**XI. Has the firm been in bankruptcy, reorganization or receivership in the last five years? If so please explain current status.**

No.

**XII. Has the firm been disqualified or terminated by any public agency or Town? If so please explain under what circumstances this disqualification or termination occurred.**

No.

**XIII. References.**

Stephen A. Malizia, Town Administrator  
Town of Hudson  
12 School Street  
Hudson, NH 03051  
(603) 886-6000

Jim Michaud, Assessor  
Town of Hudson  
12 School Street  
Hudson, NH 03051  
(603) 886-6000

James Lavoie, Chief of Police  
Town of Hudson  
1 Constitution Drive  
Hudson, NH 03051  
(603) 886-6011

**XIV. Cost Proposals.**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR LEGAL SERVICES**

Name of Firm: TARBELL & BRODICH, P.A.  
Address: 45 Centre Street  
Concord, New Hampshire 03301

	<b>Standard Hourly Rates</b>	<b>Court Tile Hourly Rates</b>
<b>Lead Attorney</b>	\$145.00	\$145.00
<b>Associate Attorney</b>	\$145.00	\$145.00
<b>Other: Paralegal/Staff</b>	\$60.00	\$60.00

Narrative for Further Explanation:

Tarbell & Brodich, P.A. proposes to provide legal services to the Town at a reduced rate of \$145.00 per hour. I am proposing a single hourly rate for all legal services. The hourly rate will be the same for all attorneys, will not vary between litigation and non-litigation services, and will not be increased after a certain number of hours. Non-attorney paralegal time will be charged at a reduced rate of \$60.00 per hour. No retainer is requested. Fees for legal services will be billed in increments of 1/10 of an hour and invoiced on a monthly basis.

Routine overhead and expenses will not be billed to the Town. Out-of-pocket expenses such as filing fees, sheriff's service fees, registry recording fees, etc., will be billed to the Town and itemized separately on the monthly invoices, as would other non-typical costs such as excessive postage or copying charges. The Town would not be billed for travel time to and from Town offices or Court.

This proposal would be in effect for a period of one (1) year following the date of acceptance. If the Town accepts this proposal and desires to continue to retain Tarbell & Brodich following the first year, I would be further willing to extend the rate for an additional term of one (1) year without any increase in fees.

**XV. Certification of Legal Fitness Clause**

I certify that to the best of my knowledge, Tarbell & Brodich, P.A., and none of its principals, partners, officers, and employees:

- (a) are not presently disbarred, suspended, proposed for disbarment or discipline, or declared ineligible for a contract, by a federal or state department or Town, including any established courts or administrative tribunals;
- (b) have not within a three year period preceding this proposal been convicted of, or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for other criminal or civil charge by a government entity (federal, state, or local) with the commission of any of these offenses enumerated in (b) of this certification; and
- (d) have not within a three year period preceding this proposal had one or more public contracts (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Town of Hooksett will rely. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Town of Hooksett may pursue available remedies including termination of the professional services relationship.

  
\_\_\_\_\_  
Signature

10/9/15  
\_\_\_\_\_  
Date

David E. LeFevre  
\_\_\_\_\_  
Print Name

Attorney  
\_\_\_\_\_  
Title



**XVI. AUTHORIZATION TO RELEASE INFORMATION**

The undersigned hereby authorizes the Town of Hooksett to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matters pertinent to the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services.

The undersigned hereby releases, acquits, and forever discharges the Town of Hooksett, its Administrators, employees, governing Board members, and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Town of Hooksett in the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services.

The undersigned hereby authorizes representatives of the Town of Hooksett to contact any and all of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the undersigned proposal submitted in response to its Request for Proposals for Municipal Legal Services.

The undersigned further authorizes any and all persons or entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits, and forever discharges any such person or entity, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Town of Hooksett in the evaluation and selection of a successful respondent in response to its Request for Proposals for Municipal Legal Services. A photocopy or facsimile of this signed Authorization is as valid as an original.

Notwithstanding the foregoing, this authorization and release from liability does not extend to granting the Town of Hooksett authority to receive any information that would constitute a violation of: any legal privilege attorney ethical obligation, attorney work product, or confidential attorney-client communication that can be claimed by the respondent or entity contacted.

  
\_\_\_\_\_  
Signature

10/9/15  
\_\_\_\_\_  
Date

David E. LeFevre  
\_\_\_\_\_  
Print Name

Attorney  
\_\_\_\_\_  
Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NHBA Insurance Agency, Inc. 2 Pillsbury Street, Suite 300 Concord NH 03301-3502	<b>CONTACT NAME:</b> Suzanne Morand <b>PHONE (A.C. No, Ext):</b> (603) 224-6942 <b>FAX (A.C. No):</b> (603) 224-2910 <b>E-MAIL:</b> <b>ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: AXIS Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AXIS Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: AXIS Insurance Company														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Tarbell & Brodich Professional Association 45 Centre Street Concord NH 03301														

**COVERAGES**      **CERTIFICATE NUMBER:** 15 - 16      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <u>Lawyers Professional</u> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		AX8001057-0114	9/22/2015	9/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Suzanne Morand/SUB <i>Suzanne Morand</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.

46 (Policy Provisions: WC 00 00 00 C)

76

DH INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 14974

Company Code: 7



\*1500176DH76460101 09373

POLICY NUMBER: 76 WEG DH7646  
Previous Policy Number: 76 WEG DH7646

Suffix	
LARS	RENEWAL
	04

HOUSING CODE: 76

1. Named Insured and Mailing Address: TARBELL & BRODICH PA  
(No., Street, Town, State, Zip Code)

FEIN Number: 020457363 45 CENTRE STREET  
CONCORD, NH 03301

State Identification Number(s): ME NOT APPL

The Named Insured is: CORPORATION  
Business of Named Insured: LAWYERS & LAW FIRMS  
Other workplaces not shown above: SEE ATTACHED SCHEDULES

2. Policy Period: From 01/01/15 To 01/01/16  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: AUTOMATIC DATA PROCESSING INS AGCY

PO BOX 33015  
SAN ANTONIO, TX 78265  
Producer's Code: 250717

Issuing Office: THE HARTFORD  
3600 WISEMAN BLVD.  
SAN ANTONIO TX 78251  
(877) 287-1316

Total Estimated Annual Premium: \$3,928

Deposit Premium:

Policy Minimum Premium: \$319 NH

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Suean S. Castaneda*  
Authorized Representative

10/18/14  
Date

**INFORMATION PAGE (Continued)**

**Policy Number: 76 WEG DH7646**

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: ME, NH

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily injury by Accident</b>	<b>\$100,000</b>	<b>each accident</b>
<b>Bodily injury by Disease</b>	<b>\$500,000</b>	<b>policy limit</b>
<b>Bodily injury by Disease</b>	<b>\$100,000</b>	<b>each employee</b>

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 99 00 05 WC 18 06 07A WC 00 01 14 WC 00 03 08 WC 00 04 03  
SEE ENDT

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis	Rates Per \$100 of Remuneration	Estimated Annual Premium
	Total Estimated Annual Remuneration		

(SEE ATTACHED SCHEDULES)

TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	45
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION	45
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	3,418
EXPENSE CONSTANT (0900)	185
TOTAL ESTIMATED STATE SURCHARGE	1
TERRORISM (9740)	162
CATASTROPHE (9741)	162
TOTAL ESTIMATED ANNUAL PREMIUM	3,928

<b>Total Estimated Annual Premium:</b>	<b>\$3,928</b>
<b>Deposit Premium:</b>	
<b>Policy Minimum Premium:</b>	<b>\$319 NH</b>

**Interstate/Intrastate Identification Number:**

**Labor Contractors Policy Number:**

NAICS: 541110  
SIC: 8111

AGENDA NO. 15-089  
DATE: 11/18/2015

**Staff Report  
IT Support Contract Extension  
November 18, 2015**

**Background:** The contract for our IT support expires on November 30<sup>th</sup>, 2015.

**Discussion:** As we entered into our current agreement with Spaulding Hill Networks last year, it was evident that November is a difficult time of year to transition to a new or different IT vendor. A transition in IT service requires a tight timeline and careful coordination between the previous vendor, new vendor and the Town, which can be difficult when all three parties may have various holiday hours. It was decided that if we were satisfied with our service from Spaulding Hill we should explore extending our agreement in order to sync this contract with the fiscal year. Staff has been very satisfied with the level of service that Spaulding Hill Networks has provided and supports extending our agreement.

**Fiscal Impact:** \$22,897 for service until June 30, 2016. This is a total increase of \$2,072 over our current rate of \$2,975 a month (current pricing would be \$20,825 for the same duration of service), but will remain within budget. Our total cost for this fiscal year would be \$37,772 and we have \$38,000 budgeted.

**Recommendation:** Motion to have the Town Administrator enter into a Memorandum of Understanding with Spaulding Hill Networks for service from December 1, 2015 through June 30, 2016 at a cost of \$22,897.

**Prepared by:** Katie Rosengren, Project Coordinator

**Town Administrator's Recommendation:** *Concur*

  
\_\_\_\_\_  
Dean E. Shankle, Jr., Ph. D.  
Town Administrator

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 16<sup>th</sup> day of October, 2015 by and between the Town of Hooksett, a municipal corporation with an address of 35 Main Street, Hooksett, NH 03106, acting through its Town Administrator, (hereinafter the "Owner") and Spaulding Hill Networks of 91 Amherst Street, Unit #A, Nashua, NH 03064 (hereinafter the "Consultant")

### RECITALS

1. The Owner desires to extend the services of the Consultant to provide technological support, planning and maintenance services to the Town of Hooksett for an additional 7 months.
2. Consultant desires to provide said services to the Town of Hooksett; and
3. The Owner and Consultant wish to memorialize their understandings relative to duties, responsibilities, timeframe and compensation.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. *General Conditions:* The Consultant shall be retained by Owner, and Consultant agrees to provide technological support, planning and maintenance services for the time period Dec 1, 2015 – June 30, 2016. This Agreement may be extended for no more than one year period upon mutual consent of the Consultant and Owner. The continuation of this agreement beyond June 30, 2016 is subject to continued funding appropriation by town voters.
2. *Duties:* The Consultant agrees to perform the functions and duties specified below, which include, but are not limited to, the following:
  - a. Maintenance, and Repair of hardware, software and virus protection issues.
  - b. Upgrade and monitor performance of technology systems, including Virtual Private Networking (VPN) capability.
  - c. Installation of new equipment
  - d. Annual budgeting/planning, including bidding for equipment/services.
  - e. Daily tech support for all town departments.
  - f. Network monitoring
  - g. Insure all Town personnel have adequate computers for their current needs.
  - h. Properly dispose of old computers and associated hardware with assistance from the Town's Solid Waste Coordinator.

- i. Insure that a proper backup process is in place.
- j. Assess Printing/Scanning/Copying needs and allocate hardware accordingly.
- k. Maintain printers in all departments.
- l. Maintain Internet connectivity, firewall and routers.
- m. All other related or similar duties.

3. *Compensation, Manpower, Timeframe and Other Expenses:*

a. Compensation- The Consultant shall receive total compensation as follows:

**DEC 1, 2015 TO JUNE 30, 2016 - \$22,897**

Compensation shall be payable in equal monthly installments.

- 4. *Status of Consultant:* It is recognized by both the Consultant and the Owner that the Consultant is an Independent Contractor, not an employee of the Town, and as such, shall receive no other compensation or considerations, such as those benefits, indemnifications and other considerations normally extended to employees of the Town. The Consultant shall report to and receive approval of contractors on site from the Town Administrator, and shall submit periodic reports as required. The Consultant hereby agrees that it shall maintain professional liability insurance in amounts acceptable to the Town, and shall extend insurance coverages to its employees to the extent required by law.
- 5. *Integration Clause:* It is agreed that this Agreement constitutes the entire agreement between the parties and supercedes all prior offers, negotiations and agreements. The Agreement cannot be amended, modified or revised unless in writing, and signed by both parties.
- 6. *Termination:* Both parties reserve the right to terminate this work relationship with sixty (60) days notice. The Town reserves the right to terminate this agreement at any time without prior notice for cause. In the event of termination, the Consultant is entitles to payment up until the date of termination in accordance with the compensation schedule as set forth in Section 3.a.

**WHEREFORE**, the parties have signed this Memorandum of Understanding on the date as entered below:

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

Dean Shankle, Town Administrator

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

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

Thomas Roy, Managing Member

Spaulding Hill Networks, LLC

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



**Town of Hooksett Job Description  
Finance Department  
"Town Treasurer"**

**AGENDA NO.** 15-0901  
**DATE:** 11/18/2015  
WJL

**Date:** November, 2015

**General Position Description:** This part-time position is responsible for duties listed in RSA 41:29, the Town Charter and the Administrative Code. Performs highly responsible work in the control of designated Town financial transactions and reporting. This job description is meant to be illustrative and is in no way all-inclusive. It shall be used as a tool or guide in the job performance of the employee to whom it applies.

**Accountability:** Reports to the Town Council, but works closely with the Town's Finance Director and the Sewer Commission.

**Supervision Exercised:** Supervises Deputy Treasurer.

**Equipment Used:** Computer hardware, computer software, printer, typewriter, photocopier, fax, calculator and various other office equipment necessary for the job.

**Environment:** Inside: 98%      Outside: 2%

**Duties and Responsibilities:** The following functions are considered essential to this position, indicative of the duties and responsibilities with this position, but are not intended to be all-inclusive.

1. Perform and/or oversee monthly reconciliations of all the Town's bank accounts.
2. Establish and maintain controls on all Town bank accounts, including online access for various users.
3. Signed checks for Sewer Department.
4. Forecast of cash flows for operations and capital projects for investment purposes.
5. Invest excess cash in accordance with the investment policy for all Town accounts.
6. Prepare a variety of reports related to Treasure's duties.
7. Performs other related duties as required.

**Cognitive and Sensory Requirements:**

Vision: Necessary for visual operation in all aspects of the position such as reading, observing, creating.

Hearing: Necessary for receiving instructions, attendance during meetings, assisting the public, and for safety while working.

Speaking: Necessary for communicating with employees, residents, and the general public.

Dexterity: Necessary for operating equipment, handwriting, and computer keyboard operations, etc.

Mobility: Needed to walk around the departments and other municipal locations as well as other outside locations in order to perform all functions of the job in, out, and around vehicles and equipment.

**Physical Requirements:**

Lift up to 10 pounds: frequently required.

Lift 11 to 25 pounds: occasionally required.

Lift over 26 pounds: rarely required. Assistance may be available.

Carry up to 10 pounds: frequently required.

Carry 11 to 25 pounds: occasionally required.

Carry over 26 pounds: rarely required. Assistance may be available.

Push/pull: occasionally required.

Reach above shoulder height: frequently required.

Reach at shoulder height: frequently required.

Reach below shoulder height: frequently required.

Balancing: rarely required.

Sit: frequently requires six or seven non-consecutive hours a day.



Stand: occasionally required to stand for 1/3 hour at a time.  
Walk: frequently requires one to two non-consecutive hours a day.  
Twisting: occasionally required.  
Bending: occasionally required.  
Crawling: not required.  
Squatting: rarely required.  
Kneeling: rarely required.  
Crouching: rarely required.  
Climbing: not required.

**Hand Manipulation:**

Grasping: constantly required.  
Handling: constantly required.  
Fingering: constantly required.  
Controls and equipment: computer equipment and other office equipment constantly required.

**Work Surfaces:** Office area includes workstation with desk, computers, table, filing cabinets and bulletin boards. Surfaces are at various heights.

**Summary of Occupational Exposures:** Office equipment noises, office product chemicals.

**Other Training, Skills and Experience Requirements:**

- Two years of experience in accounting and finance; knowledge of municipal and state laws, rules and regulations that apply to Town finances.
- Demonstrate the knowledge, skills and ability to perform cash account reconciliations.
- Working knowledge of computer word processing and spreadsheet applications, preferably Word and Excel.
- The ability to establish an effective working relationship with other employees; and ability to exercise logic and judgment in the performance of all duties.
- The requirements listed above may be satisfied by having equivalent combinations of educations and experience which demonstrates possession of the required knowledge, skills and abilities.

**License and Certification Requirements:**

- High school diploma.
- Valid NH Driver's license.

**Schedule:** Must be available when needed, estimated hours per month are 15-20.

**Staff Report  
Town Treasurer  
November 18, 2015**

**Background:** Town Council appoints the Town Treasurer in accordance with the Town Charter.

**Issue:** A formal job description has not been approved by Council.

**Discussion:** To develop the job description, I have used the Town's job description template and added in the current duties of the Treasurer as described by RSA 41:29, Section 4.9 of the Town Charter and Section 4.18 of the Administrative Code.

**Fiscal Impact:** None.

**Recommendation:** Motion to approve Town Treasurer's job description as written.

**Prepared by:** Christine Soucie, Finance Director

**Town Administrator Recommendation:**

---

Dr. Dean E. Shankle  
Town Administrator

**Staff Report**  
**Recording Clerk Job Description**  
**November 18, 2015**

AGENDA NO. 15-091  
DATE: 11/18/15

**Background:** Each part-time & full-time position of the Town should have a job description approved by the Town Council. There are currently two positions for part-time Recording Clerks.

**Issue:** A formal job description for Recording Clerk has not been approved by Council.


**Discussion:** To develop the job description, I have used the Town's job description template and added in the current duties.

**Fiscal Impact:** None.

**Recommendation:** Motion to approve Recording Clerk job description as written.

**Prepared by:** Donna Fitzpatrick, Administrative Services Coordinator

**Town Administrator Recommendation:** *concur*

  
\_\_\_\_\_  
Dr. Dean E. Shankle  
Town Administrator

# Town of Hooksett Job Description

## Recording Clerk

GRADE 2

**Date:** November 18, 2015.

**General Position Description:** This job description is meant to be illustrative and is in no way all-inclusive. It shall be used as a tool or guide in the job performance of the employee it applies to. This part-time position is responsible for clerical duties and typing & posting of minutes for Boards & Committees as determined by Administration with the Board & Committee.

**Accountability:** Reports to the Town Administrator or designee.

**Equipment Used:** Computer, typewriter, photocopier, fax, calculator, computer printer, paper punch, paper cutter, stapler and various office equipment necessary for the job.

**Environment:** Inside: 75%      Outside: 25%

**Duties and Responsibilities:** Except as specifically noted, the following functions are considered essential to this position. The following are indicative of the duties and responsibilities associated with this position, but are not intended to be all-inclusive.

- Attend Board & Committee meeting
- Travel to the municipal building to deliver and pick-up interoffice correspondence and supplies
- Format upcoming meeting minutes from agenda at home office
- Type draft minutes at the meeting
- Record minutes at the meeting
- Prepare unofficial minutes at home office to include attachments from items distributed or signed at the meeting
- Prepare official minutes at home office to include applicable attachments
- Post unofficial and official minutes on the Town's website, hall boards and archives
- Provide clerical support for Board & Committee sub-committees when needed
- Perform other clerical duties as required or as directed by Administration with the Board & Committee Chair for the effective functioning with other departments.

**Other Considerations and Requirements:**

This position requires good level of spoken and written communication skills.

This position requires attention to organization, process, detail and legal deadlines.

This position requires the ability to read and understand conservation laws in order to assist the Conservation Commission.

**Cognitive and Sensory Requirements:**

**Vision:** Necessary for visual operation in all aspects of the position such as office equipment use, reading instructions and documents, handling paperwork, etc.

**Hearing:** Necessary for listening to instructions, questions, and taking minutes at meetings.

**Speaking:** Necessary for communicating with employees, residents, and the general public.

**Dexterity:** Necessary for operating equipment, handwriting, and computer keyboard operations, etc.

**Mobility:** Needed to walk around the Municipal Building and elsewhere for other duties such as banking, errands, etc.

**Physical Requirements:**

Lift up to 10 pounds: constantly required.  
Lift 11 to 25 pounds: frequently required.  
Lift 26 to 50 pounds: occasionally required.  
Lift over 50 pounds: rarely required. Assistance may be available.  
Carry up to 10 pounds: constantly required.  
Carry 11 to 25 pounds: frequently required.  
Carry 26 to 50 pounds: occasionally required.  
Carry over 50 pounds: rarely required. Assistance may be available.  
Balancing: required.  
Push/pull: regularly required.  
Reach above shoulder height: regularly required.  
Reach at shoulder height: constantly required.  
Reach below shoulder height: frequently required.  
Sit: four consecutive hours.  
Stand: one hour.  
Walk: one hour.  
Twisting: occasionally required.  
Bending: frequently required.  
Crawling: rarely required.  
Squatting: rarely required.  
Kneeling: rarely required.  
Crouching: rarely required.  
Climbing: occasionally required.

**Hand Manipulation:**

Grasping: constantly required.  
Handling: constantly required.  
Torquing: occasionally required.  
Fingering: frequently required.  
Controls and equipment: telephone, computer hardware, office supplies, office equipment, etc.

**Work Surfaces:** Meeting room area includes workstation with desk, computers, filing cabinets, tables, cupboards, etc. All surfaces are at various heights.

**Summary of Occupational Exposures:** Most work occurs in an office or meeting room area. Some travel in a motor vehicle is required. When in an office or meeting room, may be exposed to long periods of unnatural light, office equipment noises, office product chemicals, air conditioning, etc.

**Other Training, Skills and Experience Requirements:**

- Minimum of two years secretarial or clerical experience.
- Strong computer skills necessary to process agenda, public hearing notices, minutes, mailers, meeting handouts, etc.
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills, and abilities.

**License/Certification Requirements:**

- NH driver's license.
- High school diploma or GED.
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills, and abilities.

**Schedule:** Meetings are 2-3 hour evenings one to two times per month within Monday through Friday, as determined by Administration with the Board & Committee. Occasionally there will be more meetings per month due to workload or the necessity of an issue. In addition to meetings schedule includes hours of home office tasks.