



George E. Sansoucy, PE, LLC
Engineers & Appraisers

VIA EMAIL TO: dgoodine@allentownnh.gov

September 13, 2018

Board of Selectmen
Town of Allentown
16 School Street
Allentown, NH 03275

RE: Proposed PSNH Agreement

Gentlemen:

Enclosed you will find a copy of the proposed agreement to provide general consulting, valuation and expert witness services, to the Town of Allentown, New Hampshire.

We would appreciate (1) signed copy returned for our records, and we thank you in advance for your response.

Very truly yours,

GEORGE E. SANSOUCY, P.E., LLC

A handwritten signature in black ink that reads "George E. Sansoucy". The signature is written in a cursive, flowing style.

George E. Sansoucy, P.E.

GES/db

Enclosure (2)

cc: Christopher Boldt, Esq.

George E. Sansoucy, PE, LLC

7 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801 Tel 603.431.7636 Fax 603.431.7115 mail@sansoucy.com
279 Main Street, Lancaster, NH 03584 Tel 603.788.4000 Fax 603.788.2798 gsansoucy@sansoucy.com
Remittance Address 89 Reed Rd., Lancaster, NH 03584

AGREEMENT

SUBJECT: A Contract to provide valuation, engineering, consulting and expert witness services to the Town of Allenstown, New Hampshire for *ad valorem* taxation purposes regarding the appeals filed by Public Service Company of New Hampshire d/b/a Eversource Energy (PSNH) for tax years 2014, 2016, and 2017 if consolidated.

The Town of Allenstown, hereinafter called the Town, and George E. Sansoucy, P.E., LLC, (GES) a Professional Engineer having a principal place of business at 7 Greenleaf Woods Drive, Unit 102, Portsmouth, New Hampshire 03801 in the County of Rockingham, State of New Hampshire, hereinafter called Sansoucy, hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Client: Town of Allenstown, NH

1.1.1 Name: Board of Selectmen
Town of Allenstown
16 School Street
Allenstown, NH 03275

1.1.2 Contracting Official: Board of Selectmen

1.1.3 Authorized Contact: Board of Selectmen

1.2 Consultant: George E. Sansoucy, P.E., LLC

1.2.1 Name: George E. Sansoucy, P.E., LLC
Address: 279 Main Street, Lancaster, NH 03584
Tel: (603) 788-4000
Fax: (603) 788-2798
E-mail: gsansoucy@sansoucy.com

Remittance Address: 89 Reed Road, Lancaster, NH 03584

2. GENERAL SERVICES TO BE PERFORMED BY SANSOUCY

2.1 Scope of Work:

This contract is for GES to provide de novo valuation and appraisal services, including expert testimony, at the Board of Tax and Land Appeals for the outstanding appeals by PSNH against the Town of Allenstown for their electric utility property. The current appeals are for tax years 2014 and 2016.

GES's services under this contract will be USPAP compliant, and as such, GES makes no guarantees or representations as to the appraisal assignment results and/or concluded values. Further, the extent to which GES's appraisal results and concluded values support, or do not support, previous assessments or appraisals made by others is purely coincidental. There is no expectation by any party that GES's appraisal results or concluded values will be based on any predetermined values or results, or assumptions of predetermined values or results.

The scope of this work is the common discovery phase, including Allenstown, the court-ready report development that includes all communities individually into a combined narrative and combined appendix, the common income-based valuation analysis and research applied to each community, the common market sales analysis and research applied to each community, and the common depreciation analysis and research applied to each community. All of this will be prepared in a single report with each community's individual summary valuation attached and tabulated. This scope also includes deposition preparation and depositions of us by Public Service and NHEC, deposition technical and valuation assistance to the attorneys for the utility witnesses, submission of court-ready reports, appendices, documents and workpapers to the BTLA and the utilities as directed by the BTLA on 2/1/2019, trial preparation for testimony by us and technical and valuation assistance to the attorneys for cross examination of the utility witnesses, and any other support requested by the attorneys in the case, including technical and valuation assistance for the final brief.

This scope of work and report includes the valuation of fee transmission electric easements owned by the utility within each town/city that are identifiable and measurable. Fee land owned by the utilities is anticipated to be stipulated values for the purposes of this assignment and court case.

2.1.1 Scope of the Work Products:

Sansoucy will provide a 2014, 2015 and 2016 consolidated appraisal report as required for each town or city, for each year, which will be USPAP-compliant and include the cost approach, the market sales approach, and the income approach. This report will include summary facts, figures and calculations to support our recommendations.

2.1.2 Services to be Provided by the Town:

The Town will provide access to Town records, tax maps, and information provided by the company, and will request that the company provides information directly to Sansoucy in electronic format, if possible.

2.2 Completion of Work:

All work associated with the defense of the PSNH appeals will be completed based on court schedules and the needs of the Town.

Sansoucy will not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are either outside Sansoucy's scope of services, beyond Sansoucy's control, or as a result of non-performance of any other party, person, or entity affecting this contract.

2.3 Personnel:

All personnel and necessary field assistants employed by Sansoucy will be competent to perform the work they are called upon to do in a good and workmanlike manner and in accordance with all applicable laws and rules in effect at the time of the agreement. Sansoucy will not hire or compensate, in any way, a Town officer or employee or any member of the family of such officer or employee in the performance of such work under this contract. Sansoucy will notify the Town of the names of all field personnel, technical assistants, and professional personnel who will work on this project.

2.4 Public Relations:

The Town and Sansoucy, during the progress of the work, will use their best efforts and that of their agents and employees to promote full cooperation and amiable relations with the utility. All publicity and news releases, if any, will be sent out only by the Town, or its authorized representative(s), and not Sansoucy.

2.5 Confidentiality:

The work file for this assignment will contain confidential information from the utility company. The towns and cities do not have a mechanism to confidentially retain this information. The work file will be retained by Sansoucy but will be made available to the Town in the event that an appropriate request is made, and the utility agrees to the release of the confidential information.

Sansoucy agrees to not disclose to anyone except to the Town or its authorized representatives or a court of law or tribunal, any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless disclosure is specifically authorized by the Town.

2.6 Compensation and Terms:

The Town of Allenstown, in consideration of the services hereunder to be performed by Sansoucy, agrees to pay Sansoucy on a time and material basis pursuant to the enclosed rate sheet. Invoices are due and payable upon receipt.

This billing is performed on a group basis, with the Town of Allenstown participating in that defense group. All of the Town of Allenstown's billings will be an equal split of the total monthly bill for this work. At this time, each community's share is approximately 1.5% (70 towns and cities) of the total costs each month. This split will change as towns join or separate from the group over time on a monthly basis. The total number of towns and the revised percentage will be clear on each invoice per month.

At this time, we recommend the towns and cities budget \$6,000 per year for the balance of 2018 and another \$6,000 for calendar year 2019. The towns and cities should encumber any unspent money from calendar 2018 to be used in 2019 in addition to the budget of \$6,000 for 2019, due primarily to the billing lag and final workload administration between 2018 and the new year. The key deadlines requiring substantial work are all the reports due 2/1/2019, depositions and trial preparation between 2/1/2019 and 4/30/2019, and the actual trial currently scheduled for the month of May 2019.

A list of trial years and towns/cities participating in this group at this time, is provided as an attachment to this contract and are shaded in blue. The total appeals and towns will then include the remaining unshaded communities in white.

2.7 Future Legislation:

Any future changes of New Hampshire law that changes the methodology to value any of the above listed utilities will automatically trigger a voluntary renegotiation and possible repricing of this contract.

2.8 Termination:

Because this contract involves litigation which could settle at any time, the Town has the right to terminate this contract immediately upon written notice. Upon notice of termination, Sansoucy will be paid for work to date plus the necessary time and expenses to properly close and archive the files and other necessary closeout functions of the work. The work to date calculation will include any work performed for subsequent years.

3. **INSURANCE**

3.1 Sansoucy will maintain general liability insurance, with an endorsement for hired and non-owned automobile liability.

- 3.1.1 The liability insurance will be in the form of commercial general liability with limits of \$2,000,000 per occurrence/person for bodily injury, and \$4,000,000 general aggregate for the life of the policy.
- 3.1.2 The hired and non-owned automobile liability endorsement will have a limit of \$2,000,000 each accident.
- 3.2 Sansoucy will provide a certificate of insurance confirming the above insurance coverages. All insurance will be valid in the State of New Hampshire.

4. **ASSIGNMENT**

This Contract and the duties of Sansoucy hereunder will not be assigned.

5. **AMENDMENTS**

This Agreement will not be amended, waived or discharged, unless by mutual written consent of both parties.

Date: _____

In witness thereof, the Town of Allenstown has caused these presents to be signed by its Board of Selectmen, thereunto lawfully authorized and caused its corporate (if appropriate) seal to be affixed and George E. Sansoucy, P.E., LLC has caused the same to be signed by his lawfully authorized representative on the date and year first above written.

In the presence of:

Town of Allenstown, New Hampshire

Witness

by: _____

by: _____

by: _____


by: _____

Board of Selectmen

In the presence of:

George E. Sansoucy, P.E., LLC

Diana Brann



Witness

by: _____

George E. Sansoucy, P.E.



George E. Sansoucy, PE, LLC
Professional Engineers & Appraisers

2018

ENGINEERING AND APPRAISAL RATE SCHEDULE*

Principal engineers, senior appraisers, MBAs, including court testimony and deposition attendance	\$290.00/hour
Research engineers, associates, appraisers	\$225.00/hour
Technical personnel	\$175.00/hour
Clerical personnel	\$125.00/hour

* All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

PSNH / N.H. ELECTRIC COOP. APPEALS AT BTLA

ROW	A	B	C	D	E
1	Alexandria	Dummer	Haverhill	Moultonborough	Shelburne
2	Allenstown	Dunbarton	Henniker	Nashua	South Hampton
3	Andover	Durham	Hillsborough	Nelson	Springfield
4	Antrim	East Kingston	Hinsdale	New Boston	Stark
5	Auburn	Effingham	Hollis	New Hampton	Stewartstown
6	Bath	Epping	Hopkinton	New Ipswich	Stoddard
7	Bennington	Epsom	Hudson	Newport	Stratford
8	Bradford	Errol	Keene	Northfield	Sullivan
9	Brentwood	Farmington	Kensington	Northumberland	Surry
10	Bridgewater	Francestown	Lancaster	Pelham	Swanzey
11	Bristol	Franconia	Landaff	Pembroke	Thornton
12	Brookfield	Fremont	Lincoln	Pittsburg	Tuftonboro
13	Brookline	Gilmanton	Litchfield	Pittsfield	Unity
14	Charlestown	Gilsum	Littleton	Plymouth	Warner
15	Chester	Gorham	Londonderry	Randolph	Washington
16	Columbia	Grafton	Loudon	Raymond	Webster
17	Croydon	Grantham	Lyme	Roxbury	Whitefield
18	Dalton	Greenfield	Madbury	Rumney	Wilmot
19	Danville	Greenville	Madison	Sandwich	Winchester
20	Deerfield	Hampstead	Middleton	Seabrook	
21	Dublin	Hancock	Milan	Sharon	

62 SANSOU CY PSNH GROUP

7 GES NEW HAMPSHIRE ELEC. COOP. GROUP

69 GES TOTAL PSNH/NHEC

103 INDIVIDUAL TOTAL TOWNS UNDER APPEAL

Unshaded towns are currently not part of the Sansoucy Group