

CITY OF SOMERSWORTH
Office of the City Manager

TO: Mayor Dana Hilliard and City Council Members

FROM: Robert M. Belmore, City Manager *RB*

DATE: Friday, January 13, 2017

SUBJECT: City Manager's Report for Tuesday January 17, 2017
City Council Agenda

Unfinished Business (under Section 13 of Agenda)

Resolution

- A. Resolution No. 25-17 Authorize the City Manager to Enter Into a Purchase and Sales Agreement with Chinburg Properties of Newmarket, NH for the Sale and Re-Use of the Former Hilltop Elementary School Property at 17 Grand Street.** Again, the Economic Development Committee met on December 1st and voted to move forward with a recommendation to accept the proposal received from Chinburg for the Purchase & Development of the former Hilltop School property.

Staff and I reviewed the "draft" Purchase & Sales Agreement received from Mr. Eric Chinburg. I have sent it to City Attorney for further review along with our comments. I have included a copy of the "draft" document, however, I would note that it will most likely have several changes incorporated into it based on the initial review.

Here are several of the key components of the Purchase & Development Proposal & Conceptual Plan:

- Sale of the Property for \$1.00
- Up to 30 market-rate apartments
- Civic space within the School
- Public park space
- Preservation of the building's historic features
- An RSA79-E agreement being approved
- A City initiated zoning change that would increase the present zoning overlay allowance of 20 apartments to 30 apartments

I also want to point out Mr. Chinburg has agreed to provide the City with an easement to continue to operate and maintain the public safety telecommunication's equipment located on the rooftop of the building.

New Business (under Section 14 of Agenda)

Resolution

- A. Resolution No. 26-17 To Officially Name the Traffic Island at the Intersection of High Street and Government Way “Citizen’s Park”.**

City Manager’s Items (under section 10 of Agenda)

A. Informational Items

- 1. Transportation Alternatives Program (TAP) Grant.** I am pleased to report the City received notification from the NH Department of Transportation that our application to construct sidewalks on High Street, upgrade Pedestrian Crosswalks across High Street, construct Sidewalks on Memorial Drive and Cemetery Road and construct Multi-use Paths between the Elementary and Middle School has been approved by the Commissioner to use Transportation Alternatives Program (TAP) funds in the amount of \$789,200.00. The total cost of this project is \$986,500.00. The City of Somersworth will be responsible for a match in the amount of \$197,300.00. I have attached a copy of the letter received from the NH DOT. Congratulations on another great team coordinated effort led by our Director of Planning & Community Development, and thank you to all, including the School Superintendent, Police Chief and the Public Works Director.
- 2. Upcoming City Council Meetings & Workshops.** Mayor Hilliard has approved the following City Council meeting schedule.

Special Meetings

Monday, March 6

5:30pm: State of the City Address
7:00pm: City Council Meeting

Monday, April 3

5:30pm: City Manager Presents his Proposed 2017/2018 Budget
6:00pm: Public Hearing on 2017/2018 Budget
7:00pm: City Council Meeting

Council Workshops

Saturday, March 11

8:30am: Goal Setting Session

Saturday, April 1

8:30am: Budget Workshop

B. Attachments

- 1. City Attorney Certification One (1)**
- 2. Department Head Monthly Reports**

RESOLUTION NO. 25 – 17 TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALES AGREEMENT WITH CHINBURG PROPERTIES OF NEWMARKET, NH FOR THE SALE AND RE-USE OF THE FORMER HILLTOP ELEMENTARY SCHOOL PROPERTY AT 17 GRAND STREET

Somersworth, NH
January 3, 2017

WHEREAS the City Council of the City of Somersworth adopted Resolution 11-17 authorizing the City Manager to solicit proposals for the re-use of the Hilltop Elementary School in accordance with the recommendations of the Hilltop Commission, and

WHEREAS, the request for proposals invited qualified developers to submit formal proposals for the purchase and re-use of this historic property including stipulations that any redevelopment meet the spirit and intent of the recommendations of the Hilltop Commission, and

WHEREAS, one proposal was submitted by Chinburg Properties of Newmarket NH, and

WHEREAS, the Economic Development Committee of the City Council reviewed the proposal with staff and recommends executing a purchase and sales agreement with Chinburg Properties for the sale and re-use of the Hilltop Elementary School Property,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to enter into a purchase and sales agreement with Chinburg Properties of Newmarket, NH for the sale and re-use of the former Hilltop Elementary School Property located at 17 Grand Street, Map 11 Lot 49 and to take any other actions necessary to complete this action determined to be in the best interest of the City.

Sponsored by Councilors:

Jonathan McCallion
Martin P. Dumont, Sr.
David A. Witham
Dale R. Sprague

Approved:

City Attorney

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between **Chinburg Builders, Inc., with an address of 3 Penstock Way, Newmarket, New Hampshire 03857** or its assignee (hereinafter "Buyer") and **City of Somersworth with an address of One Government Way, Somersworth, NH 03878** (hereinafter "Seller").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller wishes to sell, and Buyer wishes to buy the former **Hilltop Elementary School, situated in Somersworth, NH**, together with all interests in, appurtenant land, easements, faults, improvements, fixtures, all rights in adjacent streets or roads, all contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, together with all tangible and personal property owned by Seller and necessary to the operation of the property and all approvals and permits, architectural plans and relevant studies (collectively the "Property") as further described in Exhibit A, "Property Description." Subject to a mutually acceptable easement to be recorded at time of Closing permitting Seller to continue to operate at the Property an existing, rooftop public safety telecommunications antennae and repeater located as described in Exhibit B, "Proposed Easement Area – Telecommunications Antennae."

2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Buyer agrees to purchase all of Seller's interest in the Property set forth in Section 1.01, above.

3. PURCHASE PRICE, DEPOSITS AND MODE OF PAYMENT

3.01 Purchase Price. The Purchase Price for the Property shall be an amount equal to One Dollar (\$1.00) (the "Purchase Price").

3.02 Deposits. None.

3.03 Escrow Agent. None.

3.04 Purchase Price Payment. The Purchase Price shall be payable at Closing as follows:

- (i) by application of the Deposits.
- (ii) One Dollar (\$1.00) by cash, wire transfer, bank or other form of current funds.

4. CLOSING, TIME AND PLACE

4.01 The Seller shall deliver the deed and the Buyer shall pay the balance of the purchase price within thirty (30) days of Seller delivering all requirements of Article 7. The thirty (30) day period shall start upon the expiration of the last appeals period related to the approvals and agreements to be obtained in accordance with Article 7. The Seller shall deliver the deed at the Strafford County Registry of Deeds or, at Buyer's election, at the office of the Buyer's attorney or the Buyer's lender's attorney, or at such other time and place as is mutually agreed in writing.

TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the Deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land), Seller's attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

Notwithstanding the foregoing, Buyer, at Buyer's sole option, may elect to proceed with the closing absent receipt of the requirements of Article 7 by providing written notice to Seller. If Buyer provides said notice to Seller, the closing date shall be either thirty (30) days from Seller's receipt of the notice or as mutually agreed upon by the Parties.

5. OBLIGATIONS OF THE PARTIES AT CLOSING

5.01 At Closing, Seller shall deliver to Buyer

5.011 The Seller shall convey the Property by a good and sufficient quitclaim deed running to the Buyer or to the Buyer's nominee, conveying good and clear record and marketable title to the Property, free from liens and encumbrances, except:

- (i) real estate taxes assessed on the Property which are not yet due and payable
- (ii) betterment assessments, if any, which are not a recorded lien on the date of this Agreement
- (iii) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws

If the deed refers to a plan needed to be recorded with it, at the time for performance the Seller shall deliver the plan with the deed in proper form for recording or registration.

It is understood and agreed by the parties hereto that, in addition to other requirements as to title set forth elsewhere in this Agreement, title to the subject Property shall not be in compliance with the requirements of this Agreement if:

(i) Any building, structure or improvement on the subject Property, including but not limited to driveways, parking areas, fences, walkways and all means of access to the subject Property, shall not be located completely within the boundary lines of the subject Property or shall encroach upon, or over, or under the property of any other person and/or entity; or

(ii) Any building, structure or improvement of any kind, including but not limited to driveways, parking areas, fences, walkways and all means of access, belonging to any other person

and/or entity, other than the Encroachment as described in Section 10.01 (vi) below, shall encroach upon, or over, or under the subject Property.

If such an encroachment as described in clause (i) or clause (ii) above exists, then title to the subject Property shall not be in compliance with the requirements of this Agreement and Buyer shall have all of the rights set forth in this Agreement on account of Seller's failure to deliver title to the subject Property in compliance with the requirements hereof. Notwithstanding the foregoing, Buyer has the right to reject the title if the Buyer is not satisfied that the encroachments listed in clause (i) and clause (ii) above are diminimus.

5.012 Buyer's obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring Buyer's title to the Property without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 5.011 of this Agreement and the exceptions approved by Buyer, including the encroachments listed in paragraph 5.011.

5.013 Any title or practice matter which is the subject of either a title standard or a practice standard of the real estate bar for New Hampshire at the time for delivery of the deed shall be governed by said standard to the extent applicable with reasonable approval of Buyer.

5.014 The Seller shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the Buyer's attorney or any title insurance company insuring the Buyer's title to the Property, including, without limitation, certifications and documents relating to: (a) parties in possession of the Property; (b) the creation of mechanics' or materialmen's liens; (c) Settlement Statement and other financial affidavits and agreements as may reasonably be required by the Buyer's attorney; (d) the citizenship and residency of Seller as required by law; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the Seller may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the Buyer and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices.

5.015 A Quitclaim Deed (the "Deed") of its interest in the Property in statutory form, conveying clear, record and marketable title in fee simple absolute in compliance with the provisions contained in paragraphs 5.011 and 5.012.

5.016 Releases and discharges necessary to clear title.

5.02 At Closing, Buyer shall deliver to Seller:

(i) The Purchase Price.

(ii) A copy of Buyer's, or his assignee's, vote(s) authorizing resolutions or similar evidence, authorizing the purchase of the Property.

5.03 At the time for performance, the Seller shall give the Buyer possession of the entire Property. At the time for performance, the Property shall be in the same condition as the Property now is, reasonable wear and tear excepted, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The Buyer shall have the right to enter the Property within twenty-four (24) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to Seller for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the Seller shall deliver to Buyer all keys to the Property and any security codes. Until delivery of the deed, the Seller shall maintain fire and extended coverage insurance on the Property in the same amount as currently insured. Seller agrees to make the Property available, upon reasonable notice, for inspection and measurement by representatives or agents of the Buyer, including, but not limited to, any appraiser, insurer, engineer or surveyor.

6. PRORATIONS

6.01 The following apportionments shall be made between the parties at the Closing: real estate taxes, special assessments, water and sewer charges, if any, on the basis of the fiscal period for which assessed, except that if there are water meter(s) on the Property, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing when the next reading is available, which obligation shall survive Closing. If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of taxes shall be recomputed. Any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligations shall survive the Closing. This provision shall survive Closing.

6.02 Seller and Buyer shall equally split any transfer or similar taxes and each party shall be responsible for payment of all of their own expenses in negotiating and consummating the transaction as contemplated herein and as is customary in transactions of this type and nature in the state where the Property is located.

7. DELIVERIES PRIOR TO CLOSING, INSPECTIONS, DUE DILIGENCE AND CONDITIONS TO CLOSING

7.01 Buyer shall have thirty (30) days after the execution of this Agreement to undertake such title examination as he deems appropriate and, if he determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, he shall so notify Seller in writing. If defects or flaws in title are of such character that they may be readily remedied or removed by Seller, then upon receipt of the notice the Seller shall promptly institute and prosecute procedures to remedy such defects, and upon giving return written notice to Buyer to that effect, Seller shall be entitled to thirty (30) days from Buyer's notice to correct such title defects and, if necessary, the Closing shall be suitably extended. If Seller is unable to remedy title within said thirty (30) day cure period, then Buyer may either: (1) terminate this Agreement, whereupon Buyer shall be entitled to the return of his Deposit and both parties shall be discharged from any further liability under this Agreement, or (2) Buyer may elect to accept such title as Seller can deliver, with no deduction of the Purchase Price. Buyer reserves the right to raise any title matters shown on a survey within the Due Diligence Period outlined below.

7.02 Environmental & Structural Due Diligence. At time of execution of this Agreement, Seller shall give Buyer any and all environmental reports including Phase I and Phase II reports, title reports and surveys in Seller's possession. Within ten (10) days of executing this Agreement, Seller shall provide documentation of Seller's EPA Brownfields Assessment Grant and shall confirm that said grant is transferrable to Buyer. Prior to the Closing, Seller agrees to allow the Buyer and its agents access to the site at reasonable times for the purpose of performing any inspections necessary.

7.03 Zoning & Permitting. Prior to Closing, Seller shall (a) re-zone the Property to allow multi-family residential use with sufficient density to allow thirty (30) market-rate apartment units and (b) grant all approvals required by City of Somersworth boards and commissions for the conversion of the property to thirty (30) market-rate apartment units with appurtenant civic space. Seller shall act diligently and cooperate with the Buyer in all manners as necessary in connection with the Buyer obtaining all necessary governmental approvals.

7.04 Financing Contingency. The Buyer's performance under this Agreement is not subject to a financing contingency.

7.05 Tax Relief. Prior to Closing, Seller and Buyer shall execute an agreement to maximize use of RSA 79-E providing Buyer with sufficient future tax real estate tax relief.

7.06 Historic Tax Credits. At time of execution of this Agreement, Seller shall provide documentation from the National Park Service evidencing that the Property is in a recognized historic district and is eligible for Historic Tax Credits.

8. OCCUPANCY, TENANTS

8.01 Buyer shall be entitled to occupancy on the date of Closing, free of all rights of use or possession by Seller.

9. SELLER'S WARRANTIES, REPRESENTATIONS AND INDEMNIFICATION

9.01 Seller further warrants and represents to the best of its knowledge to Buyer as follows, all of which shall be deemed independently material notwithstanding any inspection by Buyer:

(i) That no commitments have been or will be made without the prior written consent of Buyer to any governmental unit or agency, utility company, authority, school or park district or other organization, group or individual relating to the Property or any interest therein, which would impose any obligation on the Buyer, or its partners, to make any contributions of money, land or other items of value, or to install or maintain any improvements or grant any easements; and there are no pending or proposed special assessments on the Property of record, nor is there any pending or threatened condemnation proceeding against any portion of the Property, or any adjacent property, for any road right of way or other purpose.

(ii) That Seller shall not, directly or indirectly, without the prior written consent of Buyer, enter into any contracts pertaining to the Property or assign title to the Property, or any portion thereof, or any interest therein, or grant or permit any easements or licenses on or affecting the Property.

(iii) That there is no pending or, to the best of Seller's knowledge, threatened litigation against or involving the Property and there are no restrictions or inabilities of any kind which could prevent Seller from consummating this transaction.

(iii) That the Property is not located within any flood plain, flood hazard area, or wetlands conservation district, or similar district.

(v) That there is permitted and unrestricted access to a public way sufficient for the Property's use and future development, and that all utilities necessary for the use of Property are available from a public way or an existing easement.

(vi) That the boundaries of the Property do not overlap or encroach on the property of others.

(vii) That Seller has provided Buyer with all inspections and reports in its possession pertaining to Hazardous Substances. The term "Hazardous Substances" as referenced in this Agreement generally means any pollutant or other toxic or hazardous waste or other substance regulated, prohibited, restricted or controlled by any federal, state, county or local statutes, laws, regulations, rules, ordinances or codes relating to environmental matters, and shall include asbestos in any form, petrochemical wastes, PCB's and urea formaldehyde products or any substance or material determined by duly constituted authority to be capable of posing a risk to the health and safety of persons.

(viii) That Seller has provided Buyer with sufficient documentation evidencing that the property is eligible for Federal Historic Tax Credits.

(ix) That Seller is a New Hampshire municipal corporation and that undersigned is duly authorized to execute this Agreement on behalf of Seller.

10. REAL ESTATE COMMISSION

10.01 The parties stipulate that no broker or real estate agent is entitled to a commission from this transaction.

11. DEFAULT

11.01 In the event of Buyer's default hereunder, then Seller shall retain the Deposit paid to the date of default as complete liquidated damages, it being agreed between the parties that the actual damages are difficult to ascertain, and the obligation of the parties hereunder shall be null and void.

11.02 In the event that Seller defaults hereunder Buyer: (i) may terminate this Agreement, whereupon the Deposit promptly shall be refunded to Buyer by the Escrow Agent, or (ii) seek specific performance and the costs of seeking said specific performance including reasonable attorney's fees.

12. CONDEMNATION, INSURANCE

12.01 In the event of (i) a casualty to the Property which results in a loss of less than Ten Thousand Dollars (\$10,000.00), which casualty is covered by insurance; or (ii) a partial taking of the Property by public authorities for an eminent domain award of less than Ten Thousand Dollars (\$10,000.00), the insurance proceeds or eminent domain award, as the case may be, shall be paid to the Buyer together with any deductible amounts (if any), and the Buyer shall be bound to purchase the Property without any diminution in the Purchase Price. In the event of a casualty or taking where the insurance or eminent domain proceeds, as the case may be, equal or exceed Ten Thousand Dollars (\$10,000.00), Buyer may, at its option (a) purchase the Property without any diminution in the Purchase Price, in which event the insurance or eminent domain proceeds shall be paid to Buyer; or (b) rescind the Agreement in which event the Deposit shall be returned to Buyer and neither party shall have any further rights or duties hereunder.

13. NOTICES

13.01 All notices required by this Agreement shall be deemed given when sent and shall be either mailed by United States mail, postage prepaid, certified, return receipt requested or by Federal Express or other overnight carrier or sent via facsimile with a copy sent via regular mail, and shall be mailed to the parties at the following addresses:

If to the Seller:

City of Somersworth
One Government Way
Somersworth, NH 03878

With a copy to:
XXXXXX

If to the Buyer:

Chinburg Builders, Inc.
3 Penstock Way
Newmarket, NH 03857
Attention: Eric Chinburg
echinburg@chinburg.com

With a copy to:

Anne M. Crotty, Esq.
AMC Law Group, PLLC
155 Fleet Street, Suite 13
Portsmouth, NH 03801
acrotty@amclawgroup.com

14. STATUTORY NOTIFICATIONS

14.01 By his execution of this Agreement, Buyer acknowledges receipt of the notifications required by NH RSA §§ 477:4-a and 477:4-d, copies of which are attached hereto and made a part hereof as Schedule A.

15. MISCELLANEOUS

15.01 This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

15.02 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.03 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms.

15.04 The representations and warranties contained in Article 9 and Article 10 shall survive Closing for three years.

15.05 Buyer may assign this Agreement without Seller's Consent.

15.06 If the Seller cannot convey title as required by this Agreement or cannot deliver possession of the Property as agreed, or if at the time of the delivery of the deed the Property does not conform with the requirements set forth in this Agreement or the Buyer is unable to obtain title insurance in accordance with paragraph 5.012, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days. Seller shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Property conform to the requirements of this Agreement. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the Seller, despite reasonable efforts, cannot make the title or Property conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the Seller has been unable to use proceeds from an insurance claim, if any, to make the Property conform, then, at the Buyer's election, any payments made by the Buyer pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the Buyer and Seller shall terminate and this Agreement shall automatically become void and neither the Buyer nor Seller shall have further recourse or remedy against the other.

15.07 If the Property does not conform to the requirements of paragraph 5.03 because it has been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the Buyer shall have the right to elect whether or not to proceed to accept the Property and take title. If Buyer elects to proceed, Buyer shall have the right to elect to have the Seller pay or assign to the Buyer, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the Seller for any incomplete repairs or restoration. If the Seller, despite reasonable efforts, has neither been able to restore the Property to its former condition nor to pay or assign to the Buyer the appropriate portion of insurance proceeds, the Buyer shall have the right to elect to have the Seller give the Buyer a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the Seller for any incomplete restoration.

15.08 The Buyer shall have the right to accept such title to the Property as the Seller can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The Buyer shall also have the right to accept the Property in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of Buyer's decision to accept the Property and title, the Seller shall convey title and deliver possession. Acceptance and recording of a deed by the Buyer or Buyer's nominee, if any, and acceptance of a bill of sale shall constitute full performance by the Seller and by Seller's agents and Buyer shall be deemed to release and discharge the Seller and Seller's agents from every duty and obligation set forth in this Agreement, except any duty or obligation of the Seller that the Seller has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the Seller shall survive delivery of the deed.

15.09 Notwithstanding anything contained in this agreement to the contrary, should the Property suffer a loss or damage, other than ordinary wear and tear, the Seller shall promptly repair all damage in a good and workmanlike manner prior to the date set for performance hereunder. In the event there is insufficient time from the date of the loss or damage to make the required repairs prior to the time specified for performance hereunder, Buyer shall have the option of either declaring this agreement null and void or extending the closing date for a sufficient period of time to give the Seller a reasonable opportunity to make the required repairs. In the event that the Seller shall fail to complete any of the above items prior to the time for performance hereunder, the Buyer shall have the right to terminate this agreement whereupon all payments made by the Buyer hereunder shall be forthwith refunded to the Buyer and all further action under this Agreement shall be terminated.

15.10 The parties hereto agree that the terms of this Agreement, including but not limited to the Purchase Price, shall remain confidential, and that copies of this Agreement, any to this Agreement, or the contents thereof, shall not be provided to anyone other than the parties or their respective attorneys, lenders, employees or representatives without the consent of the parties hereto, unless compelled to produce this Agreement pursuant to legal process or by law. This Section shall survive the Closing hereunder. In signing this Agreement, it is also agreed that the Seller will not solicit other offers or market the Premises in any way.

15.11 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument as of the date first above written.

BUYER:

By: _____

Name:

Its:

Date: _____

SELLER:

By: _____

Name:

Its:

Date: _____

EXHIBIT A
Property Description

EXHIBIT B
Proposed Easement Area – Telecommunications Antennae

RESOLUTION NO. 26-17 TO OFFICIALLY NAME THE TRAFFIC ISLAND AT THE
INTERSECTION OF HIGH STREET AND GOVERNMENT WAY "CITIZEN'S PARK"

Somersworth, NH
January 17th, 2017

WHEREAS, the traffic island at the intersection of High Street and Government Way contains a historical monument and the citizens flag pole and;

WHEREAS, the traffic island has become a focal point which celebrates and embraces Somersworth's rich history and commitment to cultural diversity and;

WHEREAS, the City of Somersworth, through the work of the Cultural Commission, continues to highlight how the strength of our community is its diversity and;

WHEREAS, the traffic island at the intersection of High Street and Government Way bears no official name;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH NEW HAMPSHIRE THAT, the traffic island at the intersection of High Street and Government Way officially be named "Citizen's Park" and that the area continue to celebrate and embrace all committed to cultural diversity and Somersworth's "Proud Past" and "Bright Future".

Sponsored by

Mayor Dana S. Hilliard
Councilor Marty P. Dumont, Sr.
Councilor Martin Pepin
Councilor David A. Witham
Councilor Denis Messier
Councilor Nancie Cameron

Approved:

City Attorney

Effective Date: _____



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



January 5, 2017

Victoria F. Sheehan
Commissioner

SENT VIA EMAIL

William Cass, P.E.
Assistant Commissioner

Shanna B. Saunders, Director of Planning & Community Development
City of Somersworth
1 Government Way
Somersworth NH 03878

Re: Transportation Alternatives Program Application Number: 16-37TAP

Dear Ms. Saunders:

The New Hampshire Department of Transportation (NHDOT) is pleased to inform you that your application 16-37TAP (Construct sidewalks on High Street, upgrade pedestrian crosswalk across High Street, construct sidewalks on Memorial Drive and Cemetery Road and construct multi-use path between elementary and middle school) has been approved by the Commissioner to use Transportation Alternatives Program (TAP) funds in the amount of \$789,200.00.

Your application selection was based on recommendations submitted by the Transportation Alternatives Program Scoring Committee, as well as staff consideration of budget constraints (4 funding categories by population) as required by FHWA, and equity to top regional priorities.

The total cost of your project is \$986,500.00 and the City of Somersworth will be responsible for a match in the amount of \$197,300.00.

All funded TAP projects will be submitted to Governor and Council for approval in 2017. After Governor and Council approval the Department will send you a municipal agreement that will need to be signed by the Local Public Agency (LPA) sponsor prior to starting work on the project. The Department expects that your project will begin within 3 months of signing. Upon signing the municipal agreement the first step will be to contact the Department and set up a project scoping meeting. This is all detailed in the Department's LPA Manual and can be downloaded from our main web page at <http://www.nh.gov/dot/>.

Congratulations on being selected for Transportation Alternatives Program funding. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom E. Jameson".

Thomas Jameson, P.E.
Program Manager

Cc: Peter Stamnas, P.E.
Director of Project Development

MITCHELL MUNICIPAL GROUP, P.A.
ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL
JUDITH E. WHITELAW
LAURA SPECTOR-MORGAN
STEVEN M. WHITLEY

TELEPHONE (603) 524-3885
FACSIMILE (603) 524-0745

January 13, 2017

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 26-17

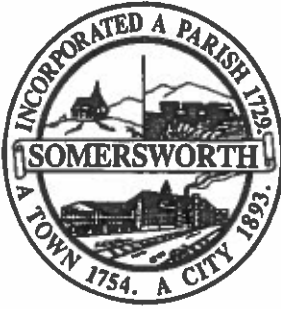
Title: TO OFFICIALLY NAME THE TRAFFIC ISLAND AT THE INTERSECTION
OF HIGH STREET AND GOVERNMENT WAY AS "CITIZEN'S PARK"

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire nor the Charter and Ordinances of the City of Somersworth.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 1/13/17

By: 



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: January 12, 2017

Re: **Monthly Report**

Finance Department:

- Started FY2018 budget preparation.
- Focused on Utility Billing conversion to new system. Went live this week, we are posting payments and our first bills will be prepared on January 17.
- Started phone system changeover for City Hall. New system has been scheduled to be installed on February 2.
- Bids:
 - City Hall Energy Recovery Ventilator – December 1, 2016

Treasurer's Report:

- General Fund cash on hand as of December 31, 2016.
- Investments used for the period were short term certificates of deposit, money market account, Century Bank CD, Bank of NH C-dars program and a Citizen's Bank investment account.
- Short term interest rates continue to be very low with no upward trend over the past quarter

City Clerk:

- Prepared for and took minutes at one scheduled City Council meetings, various workshops, public hearings, and standing committee meetings during the month.

Tax Collector:

- Motor vehicle registrations were a total of \$137,387 during the month.
- Collected \$4,475 for Municipal Transportation Fund during month.
- Total receipts for the month were \$3,795,697.

Library

- Over 100 children and adults got to listen to the Polar Express during the Holiday Parade and Gala.
- The Library provided 7 programs this month.

Human Services:

- Total assistance for the month was \$7,262. That compares to \$12,845 for the month of November 2016 and \$10,334 for December 2015.
- 3 new cases were opened compared to 9 in 2015.
- 18 cases were approved for varying levels of assistance, with 1 case still pending, and 0 denials. 26 cases were referred to other agencies for support.

Information Technology

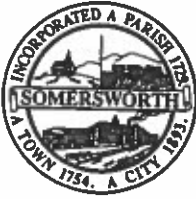
- Spent time in general server maintenance, checked systems, checked and cleared logs.
- Assisted with Utility Billing conversion setup.
- Moved essentially all the final programs and files from the old server to the new server.

**Treasurer's Report.
General Fund**

Period Ending December 31, 2016

General Fund Account	Balance	Rate	Maturity Date	Notes
G/F Checking	\$6,395,513	0.00%	N/A	Money available upon demand
Citizens Investment	\$3,572,326	0.25%	N/A	Money available upon demand
Bank of NH - CDARS Programs	\$1,258,691	0.20%	N/A	Money available upon demand
Profile Bank	\$248,939	0.35%	N/A	Money available upon demand
TD Bank	\$3,013,525	0.25%	N/A	Money available upon demand
Century Bank	\$1,011,072	0.50%	N/A	Money available upon demand
Century Bank	\$2,018,444	0.60%	10/20/2016	6 month CD

General Fund Interest Earnings	Period	Year to Date	Year to Date Anticipated	Variance Positive/(Negative)
Period Ending December 31, 2016	\$5,451	\$11,109	\$10,000	\$1,109



MEMORANDUM from Director Public Works & Utilities

TO: Robert M. Belmore, City Manager

DATE: January 12, 2017

SUBJECT: Public Works Department Monthly Report for December, 2016/January, 2017

FROM: Michael Bobinsky, Director of Public Works & Utilities

DIRECTOR'S COMMENTS

- Continued evaluation of the NHSolar Farm proposal to the City to construct a solar energy project to serve approximately 50% of the City's electrical needs.
- Began work on the FY18 Departmental budgets
- Completed Mast Point Dam Improvement Project, overall project complete
- Responded to 4 snow and ice storm events; instituted parking bans with some of the storm responses as well.
- Initiated repairs to potholes on impacted streets.
- Completed Plans and Specifications for the Blackwater Road Pump Station upgrades with DES approval; finalizing dates for bidding at this time.
- Initiated the Facility Assessment and Plant Upgrade design work for the WWTF.
- Attended Site Review Technical Committee; participated/presented at the Public Works and Environment Committee.
- Represented the City at the Skyhaven Airport Advisory Committee meeting; Advisory Committee beginning to look at FBO services and consider soliciting proposals for contractors interested in running airport operations and services.
- Attended the NH Water Pollution Control Winter Meeting; toured the City of Dover WWTF plant and viewed Plant upgrades.
- Arranged meetings with Eversource on the Blackwater Road/Maple Street silver maple tree removal work; Eversource pledge to work with the City on a replanting trees at selected areas near the Armory, including off of Maple Street near the little league ballfield. Eversource officials responded to complaints over the excessive tree removal along this area.
- While more information to report in future monthly reports, the Department is pleased to learn that the City was chosen to receive a Transportation Alternative Program (TAP). Total project approval is \$986,500 with a \$197,300 local match. The project will provide for the design and construction of pedestrian -safety improvements at High Street and Memorial Drive, sidewalk replacement on High Street from W. High Street to Memorial Drive, new sidewalk on Cemetery Road from Memorial Drive to Maple Street and a multi-use path between Maplewood Elementary and Somersworth High School.

HIGHWAY DIVISION

Operations/Maintenance:

- Daily litter control city wide
- Initiated plans for Curbside X-Mass tree pick-up
- Prepared winter mix & salt for winter operations
- Completed Equipment and vehicle repairs as needed in support of winter operations.

- Conducted Holiday Decoration Maintenance in the Downtown area.
- Scheduled Snow Removal in the downtown on two (2) separate occasions.

Emergency Calls:

- Work paged out by Police Dispatch
 - Treating Events: 4
 - Plowing Events: 4
 - Pothole Repair: 2
 - Sewer Repair: 1 (Depot Street)
 - Drainage Blockage: 1
 - Signage Repair: 1

Recreation Support:

- Completed Mast Point Dam Park Project
 - New 16" ADS culvert installed at access road entrance
 - Granite bollards installed delineating parking and unloading areas
 - Re-graded gravel access road
 - Cut and removed trees
- Installed signage

WASTEWATER DIVISION

Operations/Maintenance:

- Running (A20) process which is used for our winter seasonal limits. This process is used to treat Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS) and ammonia.
- Lakes Region Environmental conducted the annual (UST) Underground Storage Tank maintenance inspection required through our permit. All parameters passed.
- NH-DES conducted the annual (UST) inspection on 12/16 and reviewed the upcoming rule changes. Currently we are in the process of completing the temporary closure permit and will be removing this tank in the near future.
- Treated a total of 9,100 gallons of septage from residents not on city sewer.

Compliance:

- Preparing monthly reports to US-EPA and NH-DES.
- Reported no permit exceedances for the month of December.
- Treated a total of 41-million gallons of wastewater during the month.

Industrial Pretreatment Program:

- Preparing annual IPP report for EPA & DES.

Capital Improvements Plan Items:

- Blackwater Rd pump station upgrade –Plans and Specifications are completed and have received approval by NH-DES. We are planning bid solicitation dates at this time.
- Replacement vehicle purchase – Ford F350 has been delivered and put into service. Old 1-ton was taken out of service and turned in to dealer as a trade-in.

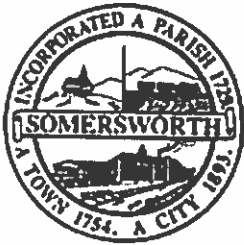
WATER DIVISION

Items completed this month

- Bacteria's and TOC's testing completed
- Pumped 35,873,469 gallons of raw water
- Filtered and pumped to the city 32,912,531 of finished water
- Flipped lagoon sludge in #3 and #1
- Replaced pH control probes on Actiflo
- Prepared FY18 budget
- Assisted Highway staff with completing the men's locker room renovation
- Installed new backflow preventer on boiler
- Tested plant and Redi-care for Trihalomethanes

Water Distribution

- Aside from routine service calls and inspections, Water Distribution personnel responded to multiple emergencies involving frozen services and burst pipes in the month of December 2016. Residents who have not taken action to protect their services from freezing are urged to do so.
- There was one emergency repair on Depot Street resulting in loss of service to area residents for several hours. The road was closed to traffic for the most of the day and into the evening.
- Hydrant painting has been suspended for the winter season. Requests to have a specific hydrant painted are welcomed. This request can be made by calling us at 692-6718.



Somersworth Police Department
12 Lilac Lane
Somersworth, NH 03878
Business: (603) 692-3131 Fax: (603) 692-2111

David B. Kretschmar
Chief of Police

MEMORANDUM

Memo To: Bob Belmore, City Manager
From: David Kretschmar, Chief of Police
Date: January 5, 2017
Subject: Monthly Report – Month of December 2016

Bob:

Below are some of the activities of our Department for the month of December:

COMMUNITY POLICING:

- Officer Campbell provided Active Shooter Training to new employees of the Somersworth School District.

PERSONNEL:

- Congratulations to Matt Duval who was promoted to the rank of Lieutenant of the Patrol Division on 1/3/17. Lieutenant Duval has worked for the Department since 1998. He will supervise the Support Services Division.
- Officer Joshua Wright was sworn in as a Patrolman on 1/3/17. He has begun field training and will attending the next police academy in May. We are now at a full complement of officers.
- Two officers were certified as Field Training Officers (FTO) after a week long training in Grafton, Massachusetts.
- Officers attended a Fraud Investigator's Seminar put on by the New Hampshire Attorney General's Office at the Dover Police Department.

→

- Investigations Officers attended a “low light” photography familiarization course at the UNH Police Department put on by the Strafford County Regional Accident Reconstruction Team.
- More officers were trained at the New Hampshire Department of Safety for “Operation Granite Hammer” to fight the opiate abuse problem in our community
- All officers of the Department attended a “Use of Force” and Firearms training course at the police station.
- An officer attended a week long Tactical Medic Certification course in Cheltenham, MD at the Federal Law Enforcement Training Center.



City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



Keith E. Hoyle
Fire Chief & Emergency Management Director
khoyle@somersworth.com

Business: (603) 692-3457
Fax: (603) 692-5147
www.somersworth.com

DECEMBER 2016 MONTHLY REPORT

EMERGENCY ACTIVITIES

Building Fires:	8
Vehicle Fires:	1
Outside Fires:	0
Emergency Medical:	50
Motor Vehicle Crash:	6
Malfunction/false alarm:	6
Accidental/public service:	29
Hazardous Condition:	9
Hazardous Materials:	6

NON-EMERGENCY ACTIVITIES

Burning Permits:	3
Fireworks Permits:	2
Oil Burner Permits:	1
Place of Assembly Permits:	1
Fire Safety Inspections:	12
Fire Drills:	3

CALLS FOR SERVICE

- We responded to 6 more emergency calls this December (115) than in December 2015 – an increase of 5%.
- We responded to mutual aid fires in Dover, Milton and Rochester (3).
- American Ambulance continues to provide excellent EMS services to the city with an average response time that is approximately 4 minutes.

PLANNING/PROJECTS/GRANTS

- Met with Mr. Alexander Marinaccio - our Field Rep for NH Homeland Security relative to pursuing a state COOP grant.
 - Met with municipal Emergency Management Directors in conjunction with "Ready Strafford" organization.
 - Witnessed final tests and approved fire alarm and sprinkler protection systems at House of Hope, Continental Restaurant and Staples.
 - Attended pre-construction meetings for Velcro and "Well Fitness".
- ~7

- Assisted DPW with parade preparations in downtown.
- Began shoveling out fire hydrants after major snowstorm.

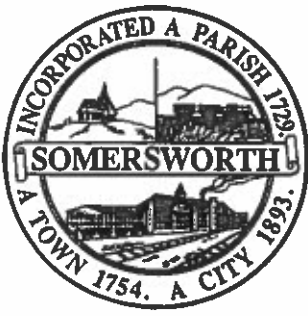
TRAINING/MEETINGS

- Continued training 4 new career firefighters on shift.
- Chaired SRTC meeting.
- Attended “SRTC” and Seacoast Fire Chiefs meetings.
- New call FF began attending FF I/II course in North Berwick.
- Attended dedication of new city flagpoles on Pearl Harbor Day.

COMMUNITY SERVICE

- Toy Bank distributed XMAS presents to nearly 450 Somersworth children.
- Participated in joint Berwick-Somersworth Holiday parade.
- The Department attended Hilltop School “Historical Landmark” event
- Attended meeting of Drug Task Force.
- Attended Chamber of Commerce breakfast meeting,

Respectfully Submitted:
Keith E. Hoyle, Fire Chief/EMD



DEPARTMENT OF DEVELOPMENT SERVICES

Date: January 12, 2017

From: Shanna B. Saunders
Director of Planning & Community Development

Re: December 2016 Monthly Report

In addition to the Department's various activities listed in the attached staff reports, I attended the following Land Use Board meetings:

- Zoning Board – December 7
- Conservation Commission – December 14
- Planning Board – December 21
- Historic District Commission – December 28

And attended the following Special Meetings:

- Chamber Breakfast December 9
- Recreation Candy Cane Hunt - December 9
- Vision 20/20- December 12
- Breton's Cleaners EPA Grant Public Hearing - December 14
- PREP – Salmon falls Watershed Collaborative – December 15
- B Well Fitness (Willand Pond) Pre Construction Meeting - December 21
- Court Hearing – 34 Coles Pond illegal deck – December 29

Office of Assessing- December:

- Sales Verification inspections have taken place in the month of December.
- Permit inspections have started. Any changes that result will be for the 2017 tax year.
- The solar exemption has been approved by the City Council. Taxpayers must apply for the exemption prior to April 15 and meet all qualifications to be approved.
- Abatement applications are due on March 1, 2017. We received 3 abatement applications to date.

Property Maintenance and Code Enforcement- December

Property Maintenance and Code Enforcement Activity Report for December 2016

Incident Location		Origin of complaint	Nature of Concern	Date of Complaint	Responsible person notified*	Compliance
38-40	Franklin St	DDS	TRASH	12/2/16	NOV	PENDING
9	High St.	DDS	TRASH	12/2/16	CN	COMPLETED
104	Rocky Hill Rd	DDS	TRASH	12/2/16	NOV	COMPLETED
63	W High St.	DDS	TRASH	12/2/16	NOV	COMPLETED
221	Rt. 108	DDS	FENCE	12/2/16	NOV	COMPLETED
12-14	Mt. Auburn St.	DDS	TRASH	12/2/16	CN	COMPLETED
9	Mt. Auburn St.	DDS	TRASH	12/2/16	CN	PENDING
38	Mt. Auburn St.	DDS	TRASH	12/2/16	CN	PENDING
294	High St.	DDS	TRASH	12/2/16	CN	COMPLETED
57	Green St.	DDS	TRASH	12/2/16	CN	PENDING
42-46	Green St.	DDS	TRASH	12/2/16	CN	COMPLETED
14-16	Union St.	DDS	TRASH	12/6/16	CN	COMPLETED
15	Silver St.	DDS	TRASH	12/6/16	CN	COMPLETED
9	Silver St.	DDS	TRASH	12/6/16	CN	COMPLETED
88	Rocky Hill Rd	DDS	TRASH	12/7/16	CN	COMPLETED
315	High St.	DDS	TRASH	12/5/16	third letter sent to mortgage	COMPLETED
277	Green St.	DDS	SIGN	12/8/16	CN	COMPLETED
466	High	DDS	SIGN	12/9/16	CN	COMPLETED
57	Green St.	DDS	TRASH	12/9/16	NOV	PENDING
36-38	Mt. Auburn St.	DDS	TRASH	12/9/16	NOV	PENDING
9	High	DDS	TRASH	12/9/16	NOV	COMPLETED
9	Mt. Auburn St.	DDS	TRASH	12/9/16	NOV	PENDING
77-79	High	DDS	TRASH	12/9/16	CN	COMPLETED
11-15	Union St.	DDS	TRASH	12/9/16	CN	COMPLETED
26	Union St.	DDS	TRASH	12/9/16	CN	PENDING
18	Summer St.	DDS	TRASH	12/9/16	CN	COMPLETED
81	Union St.	DDS	TRASH	12/9/16	CN	COMPLETED
48	Franklin St	DDS	TRASH	12/9/16	CN	COMPLETED
47	Union St.	DDS	TRASH	12/9/16	CN	PENDING
351	Main St.	DDS	TRASH	12/12/16	CN	COMPLETED
128	Green St.	DDS	TRASH	12/12/16	CN	COMPLETED
108-110	Franklin St	DDS	TRASH	12/12/16	CN	COMPLETED
122	Franklin St	DDS	TRASH	12/12/16	CN	COMPLETED
69	Franklin St	DDS	TRASH	12/12/16	CN	COMPLETED
1	Silver St.	DDS	TRASH	12/13/16	CN	COMPLETED
41	Franklin St	DDS	TRASH	12/13/16	CN	COMPLETED
62	Green St.	DDS	TRASH	12/14/16	CN	PENDING
9	Silver St.	DDS	TRASH	12/14/16	NOV	COMPLETED
20	Indigo Hill Rd.	DDS	DEMO	12/14/16	NOV	PENDING
158	Blackwater	DDS	TRASH	12/14/16	CN	COMPLETED

200	Green St.	DDS	TRASH	12/15/16	CN	PENDING
62	Salmon Falls	DDS	TRASH	12/15/16	CN	COMPLETED
26	Union St.	DDS	TRASH	12/16/16	NOV	PENDING
11-15	Union St.	DDS	TRASH	12/16/16	NOV	COMPLETED
77-79	High St.	DDS	TRASH	12/16/16	NOV	COMPLETED
466	High	DDS	SIGN	12/16/16	NOV	COMPLETED
14	Linden St.	DDS	TRASH	12/19/16	CN	COMPLETED
17-19	Highland St.	DDS	SIGN	12/19/16	CN	COMPLETED
7-9	Highland St.	DDS	TRASH	12/19/16	CN	PENDING
161	High St.	DDS	TRASH	12/19/16	CN	COMPLETED
81	Union St.	DDS	TRASH	12/19/16	NOV	COMPLETED
47	Union St.	DDS	TRASH	12/19/16	NOV	PENDING
36-38	Mt. Auburn St.	DDS	TRASH	12/20/16	CITATION	PENDING
9	Mt. Auburn St.	DDS	TRASH	12/20/16	CITATION	PENDING
5	Lemelin Ct	DDS	TRASH	12/20/16	CN	PENDING
283-285	Main St.	DDS	TRASH	12/20/16	CN	COMPLETED
136	Blackwater	DDS	TRASH	12/20/16	CN	COMPLETED
1	Silver St.	DDS	TRASH	12/20/16	NOV	COMPLETED
62	Green St.	DDS	TRASH	12/21/16	NOV	PENDING
38-40	Franklin St	DDS	HOUSE & BARN EXTERIOR	12/27/16	NOV	PENDING
350	rt 108	DDS	SITE PLAN VIOLATION	12/27/16	CN	PENDING
67	Maple St.	DDS	TRASH	12/27/16	CN	PENDING
7-9	Highland St.	DDS	TRASH	12/27/16	NOV	PENDING
5	Lemelin Ct	DDS	TRASH	12/27/16	NOV	PENDING
26	Union St.	DDS	TRASH	12/28/16	CITATION	PENDING
47	Union St.	DDS	TRASH	12/28/16	CITATION	PENDING
200	Green St.	DDS	TRASH	12/28/16	NOV	PENDING
86	Franklin St	DDS	TRASH	12/28/16	CN	PENDING
186	High	DDS	TRASH	12/28/16	CN	PENDING
1	Beacon St.	DDS	TRASH	12/28/16	CN	PENDING
62	Green St.	DDS	TRASH	12/29/16	CITATION	PENDING

In addition to new complaints received, work continues on the Work in Progress (WIP) files from past months. Of the 38 pending complaints from November, 27 have been completed and 11 are still pending.

*CN=Courtesy Notice; NOV=Notice of Violation

Building and Health Departments:**Major Building Permits Applied for in December 2016:**

			<u>Construction cost</u>	<u>Fee</u>
6	Firefly Circle	New Construction	\$230,000.00	\$1,850.00
350	Rt. 108	Renovation	\$20,000.00	\$170.00

Minor Building Permits Applied for in December 2016:

27	Green	door	\$600.00	\$25.00
93	Indigo Hill Rd	Roof	\$6,000.00	\$106.00
12	Horne	Window replacement	\$5,735.00	\$58.00
664	Sherwood Glen MHP	Roof	\$6,700.00	\$64.00
4	Pinkham Ave	siding	\$15,000.00	\$130.00
2	Garden	Remodel (Remove + upgrade)	\$33,706.00	\$279.60
83	Stackpole Rd	Fence	\$5,879.00	\$56.00
40.5	Buffumsville Rd	Solar Photovoltaic system	\$11,000.00	\$98.00
40.5	Buffumsville Rd	Solar Photovoltaic system	\$8,000.00	\$20.00
6	Wilson	Solar Photovoltaic system	\$22,007.00	\$186.06
110-176	Tri-City Plaza	repair	\$164,000.00	\$1,322.00
67	Elm	Other/See notes	\$11,868.00	\$106.00
34	Coles Pond Rd	Pool	\$100.00	\$20.00
31	Prospect	repair	\$8,000.00	\$74.00

PERMIT RECEIPTS						
	2013	2014	2015	2016	DIFFERENCE this year to last	% OF CHANGE
January	\$1,387.72	\$1,820.00	\$2,157.00	\$6,148.85	\$3,991.85	185.1%
February	\$1,922.02	\$3,864.00	\$2,408.00	\$4,440.00	\$2,032.00	84.4%
March	\$2,974.00	\$2,191.64	\$5,287.28	\$27,399.40	\$22,112.12	418.2%
April	\$2,470.38	\$4,768.15	\$8,277.80	\$6,608.52	-\$1,669.28	-20.2%
May	\$6,979.20	\$26,049.95	\$7,194.16	\$12,089.70	\$4,895.54	68.0%
June	\$3,609.52	\$24,286.88	\$4,234.80	\$5,107.95	\$873.15	20.6%
July	\$3,968.83	\$3,646.20	\$4,914.41	\$14,315.00	\$9,400.59	191.3%
August	\$13,916.92	\$6,156.50	\$6,829.37	\$5,197.60	-\$1,631.77	-23.9%
September	\$8,522.70	\$6,224.10	\$4,438.20	\$3,980.40	-\$457.80	-10.3%
October	\$4,336.68	\$6,880.63	\$4,652.40	\$10,448.80	\$5,796.40	124.6%
November	\$2,930.29	\$2,377.78	\$18,322.40	\$27,260.16	\$8,937.76	48.8%
December	\$2,990.12	\$2,338.80	\$7,886.00	\$6,633.66	-\$1,252.34	-15.9%
Year total	\$56,008.37	\$90,604.63	\$76,601.82	\$129,723.00	\$53,121.21	%69.3
Difference of change this year to last (completed months only)						

Total Permits 2013 to Present						
	2013	2014	2015	2016	DIFFERENCE this year to last	% OF CHANGE
January	31	26	30	33	3	10.0%
February	39	29	24	49	25	104.2%
March	44	29	48	71	23	47.9%
April	60	48	58	57	-1	-1.7%
May	65	66	55	60	5	9.1%
June	77	66	73	77	4	5.5%
July	54	47	51	89	38	74.5%
August	62	55	67	79	12	17.9%
September	72	67	69	69	0	
October	60	63	58	57	-1	-1.7%
November	50	47	64	49	-15	-23.4%
December	42	38	52	54	2	
YTD Totals	656	581	649	744	95	14.6%

Land Use Boards:

Conservation Commission December 2016:

At the regular meeting the Commission reviewed the following:

- SWCE Holding, LLC, 10 Centre Road, Assessor's Map 04, Lot 06, CUP #02-2016 and Site # 15-2016. Reviewed application for a conditional use permit for a parking lot expansion and recommended approval with conditions to the Planning Board.

Historic District Commission December 2016:

At the regular meeting the Commission discussed the following:

- Daniel Bard, 31 Prospect Street, Assessor's Map 11, Lot 115, HDC #29-2016. Application for front porch repairs was **approved**.
- Them Tran, 109 Main Street, Assessor's Map 10, Lot 185, HDC #30-2016. Application for exterior building renovations was **denied**.

Planning Board December 2016:

At the regular meeting the Board reviewed the following:

- White Worth Realty, LLC and Prime Storage Somersworth, LLC, 380 Route 108 and 115 Whitehouse Road, Assessor's Maps 57 & 58, Lot 04, SUB # 04-2016 and SITE # 14-2016. Application to expand the existing storage facility was **approved**.
- SWCE Holdings, LLC 10 Centre Road, Assessor's Map 04, Lot 06, CUP #02-2016 and SITE # 15-2016. Application for a conditional use permit and site plan to expand the existing parking lot and for outdoor storage was **approved**.
- John J. Flatley, Tri City Road, Assessor's Map 39, Lot 03, SITE #12-2015. Request for a six-month extension of the approved site plan to construct three apartment buildings with associated site improvements was **approved**.
- Kenneth Foucher, Green Street, Assessor's Map 08, Lots 78 & 79, SUB #05-2016. Application for a lot line adjustment and a one-lot subdivision to create a new single family house lot was **approved**.

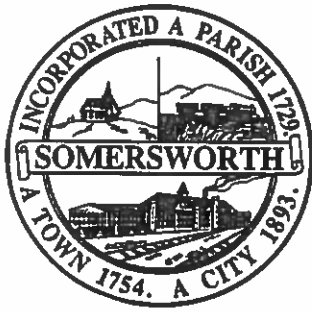
Zoning Board December 2016:

At the regular meeting the Board reviewed the following:

- Todd & Jennie Berry for 29 Lil Nor Avenue, Assessor's Map 24, Lot 36, ZBA #21-2016. Request for an appeal from administrative decision regarding the use of property was denied.

Parks and Recreation

- The Department held our annual Flashlight Candy Cane Hunt on Friday, December 9th. Due to park improvements at Millennium Park the event was moved to the High School Football Field. Many parents commented on how they loved the new location due to more parking accommodations. Despite the cold weather we had a great turnout.
- The 2016/17 Travel Basketball season is underway with 4 teams this year. We have a 3/4 grade girls and boys team as well as a 5/6 grade girls and boys team. This season runs December through early March. The program is run completely by parent volunteers.
- Biddy Basketball registrations continue to trickle in. The deadline to register for this program is Friday, January 6th. The season is 6 weeks on Saturday mornings and is run by the Recreation Supervisor. We offer 2 sessions- ages 3 & 4 and ages 5 & 6. The program is held at Idlehurst Elementary school.
- The Mast Point Dam Revitalization project is expected to be complete by December 31, 2016. The boat launch is now complete. The City will be installing the remaining park signs, fixing the culvert and access road, among a few other small tasks with the help of Wayne McKay Construction.
- Millennium Park is now undergoing improvements. The old wooden playground structure has been removed and a new playground will be installed in the spring of 2017. A path has been added to connect the new neighborhood with the park, light poles have been scraped and painted, a rail has been added to the old bleacher system, and all but 2 sets of horseshoe pits have been removed.



Shanna B. Saunders, Director
Community Development

To: Bob Belmore, City Manager
Date: January 9, 2017
Re: Site Technical Review Committee Meetings

In 2017 the Division of Econ Development and Planning decided to change the Planning Board process to include two Site Review Technical Committee Meetings (SRTC) per month. This change was made in order to help streamline the review process for the applicant and Planning Board. In essence it is an effort to assist the applicant in making the review more compact and complete and saves the property owner time and any concern in moving their project forward on their schedule.

Originally the applicant would have 1 SRTC meeting, and be asked to submit revised plans based on the input from the committee (City Planner {Chair}, Police Chief Designee, Fire Chief, Code Enforcement Officer, rep from the Division of Water, rep from the Planning Board, and DPW Director.) These revised plans were not looked at the by the committee again as a whole but instead each committee member would come in to the DDS office, if they had time, to review the plans before the Planning Board met. This allowed for loose ends, even at the point the application moved forward to Planning Board.

With the change to two SRTC Meetings per month the applicant will submit review plans for 1 SRTC, take back comments from the committee, submit revised plans and then meet with the committee one final time to finalize the plans and conditions of approval for Planning Board's consideration. This allows the applicant and City staff to be on the same page with succinct information and some initial expected conditions of approval for the Planning Board Meeting.