


**CITY OF SOMERSWORTH**  
*Office of the City Manager*

**TO:** Mayor Dana Hilliard and City Council Members

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

**DATE:** Friday, July 21, 2017

**SUBJECT:** City Manager's Report for Monday, July 24, 2017  
City Council Agenda

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*6:45 p.m. Non-meeting*

*Re: Tentative Agreement between School Board and Somersworth Association of Clerical & Aides.  
See attached "confidential" memorandum from Interim Superintendent Dr. Connie Brown.*

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*New Business (under section 14 of Agenda)*

**Ordinances**

- A. Ordinance No. 01-18 Add New Chapter 33, Tree Ordinance.** The Conservation Commission met in mid-June to complete their review of the proposed Tree Ordinance and voted to endorse the Commission acting as the City's Tree Board. Public Works & Environment Committee met on June 30<sup>th</sup> and voted to move this new Ordinance to full Council for final review and action. Respectfully, I draw your attention to the stated purpose in the Ordinance, that is, to provide best management guideline practices in regards to the care of trees.

**Resolutions**

- A. Resolution No. 01-18 To Authorize the City Manager to enter into a Grant Agreement with the New Hampshire Department of Safety to Establish a City Continuity of Operations Plan in the Event of an Emergency.** The Public Safety Committee met on July 17<sup>th</sup> and voted to recommend to the full Council this Grant Agreement's acceptance. The City had been notified of this pending State of NH Emergency Management Performance (EMPG) Grant, which would allow us to hire a consultant to assist with the development of a Continuity of Operations Plan (COOP) that would identify how City operations would be deployed and managed should a catastrophic disaster occur at a City facility. City's match is "in-kind", which is primarily staff prep and meeting time.
- B. Resolution No. 02-18 To Authorize the City Manager to Contract With 2-Way Communications Inc., Of Newington, NH for the Purchase of Portable Radios for the Fire Department.** The Public Safety and Finance Committees voted to support this purchase. This is an approved FY18 CIP budgeted item. This is year 3 of a 4-year replacement program. This purchase includes 11 portable radios and 4 pagers; and it is off the State bid list.

- C. Resolution No. 03-18 To Authorize the City Manager to Contract with Credere Associates, LLC Of Westbrook, Maine for Engineering Services Associated with the Remediation of Property Located At 1 Winter Street, Formerly Known as Breton's Cleaners.** The City received two (2) proposals from competing engineering consultant firms to move forward with the implementation of this NH DES Brownfield's Grant. A panel comprised of Director Scott Smith, Mike Bobinsky, Shanna Saunders and I interviewed both firms' proposed project teams. Staff recommends contracting with Credere Associates. NH DES has been informed of our recommendation and offers no objection. If approved, I will move forward to negotiate an agreement based on the initial proposal. I have attached the key elements to this Cleanup Project Proposal. Respectfully, I ask the Council to consider waiving Council Rules to allow for a second reading and vote.

#### **Other**

- A. Request to Waive Excavation Moratorium Period for Construction Work on Blackwater Road for the Cumberland Farms Project located at 208 & 216 Route 108 (City Ordinance Ch. 12, Streets and Sidewalks).** Attached is the written request from their Attorney, F.X. Bruton, as well as a copy of the plan that depicts this proposed second cut. I would also point out that City staff has requested this cut in order to cap a water line that will no longer be needed.
- B. Vote to Ratify the Tentative Agreement between the Somersworth School Board and Somersworth Association of Clerical & Aides.**

#### ***City Manager's Items (under section 10 of Agenda)***

##### **A. Informational Items.**

- 1. City Surplus Vehicles.** Attached is some information on City surplus vehicles. Without objection, I will move forward with a sealed bid process to dispose of these vehicles. Since one of the vehicles may be valued over \$1,000., City Council approval is required by Ordinance.
- 2. This and That.**
  - a. State DOT Projects.** NH DOT has targeted the last week of July to overlay Main Street from the Rollinsford line to Nadeau Street (July 26 +/-). DOT has also started some shoulder prep work on Green Street for their pavement overlay project from the Rollinsford line to Indigo Hill Road, which is targeted to start on or about August 11.
  - b. Northcoast Railroad Project.** Northcoast Railroad will be completing some repairs/upgrades at the Centre Road RR crossing (July 28-31).
  - c. Sunningdale Project.** Developer Joe Falzone indicates the new Stackpole Road sidewalk will be completed by the end of August, 2017. The pavement overlay of Stackpole Road is targeted for the summer of next year, 2018 (see attached Falzone email).
  - d. City LED Street Lights.** Affinity LED Lighting has completed approximately 95% of the project, or 714 lights of the 750-targeted total, (see attached Staff memorandum).
  - e. NH DOT – City TAP Grant.** City staff and I met with DOT staff on July 17 for a Project scoping meeting in Concord. Attached are some notes from this meeting. Staff will be moving forward with next steps to include starting the QBS engineering selection process.

3. **City Ordinance Chapter 31-Community Revitalization Tax Relief Incentive Program.** Enclosed are two (2) RSA 79: E applications received for Council consideration.

- a. **Application for 25 Grand Street, the former Hilltop School, from Chinburg Properties.**
- b. **Application for 67 Elm Street, the former Somersworth Hotel, from Breitling Holdings, LLC.** (A copy of their Planning Board site plan application was also submitted and is available for your review.)

Per the City Ordinance, the Council will need to schedule a Public Hearing prior to rendering a decision on these applications. The Council has sixty (60) days to schedule the Hearing. The next two (2) Council meetings are Monday, August 14<sup>th</sup> and Tuesday, September 5<sup>th</sup>. I suggest consecutive Hearings be scheduled prior to one of these upcoming meetings starting at 6:30pm.

4. **Grants.**

- a. **NH DOT Road Safety Audit Program.** I have authorized Staff to move forward with an application to participate in this State Highway Safety Improvement Program (HSIP). The Police Department will be taking the lead in the effort to improve the safety of the Blackwater Road-Route16B intersection. Attached is a memorandum from Chief Kretschmar on this matter.
- b. **State of NH Land & Water Conservation Fund (LWCF) Grant Program.** After discussion with Staff, we will be moving forward to apply in the next LWCF round for improvements to the Jules Bisson Park. This is a 50/50 matching Grant opportunity. Without objection, I will authorize the submittal of our Letter of Intent to apply by the August 11<sup>th</sup> deadline. Director Shanna Saunders' attached memorandum provides some details of what the project might include such as basketball court improvements, playground upgrades, and a small pavilion or shade feature.

**B. Attachments.**

- 1. City Attorney Certifications Four (4).
- 2. Department Head Reports.

***Calendar reminders:***

***Monday, July 24, 5:30pm – Sober Sisters, Malley Farm  
Open House for City Officials***

***Tuesday, August 1, 5:30-7:30pm – National Night Out  
Jules Bisson Park***



**SCHOOL ADMINISTRATIVE UNIT FIFTY SIX**  
**Rollinsford School District – Somersworth School District**  
51 West High Street  
Somersworth, NH 03878  
(603) 692-4450 • Fax (603) 692-9100



TO: Mayor Hilliard  
City Manager Belmore  
City Council Members

**CONFIDENTIAL**

FROM: Superintendent of Schools, Dr. Brown *CAS*

RE: Clerical and Aides (SACA) Negotiations

DATE: July 24, 2017

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We have reached a tentative agreement between the Somersworth School Board and the Somersworth Association of Clerical and Aides.

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**Tentative Agreement between the Somersworth School Board and the  
Somersworth Association of Clerical and Aides**

June 26, 2017

**Summary:**

This is a one-year agreement that meets the School Board instruction to the negotiating team to provide a 2% salary increase.

**Salary:**

1. 2% pro-rated in the first pay period following City Council approval in year 1 (2017-2018), projected increase pro-rated from July through June 2018 (\$75,000).

Thank you for taking the time to review the information. We look forward to meeting with you on Monday July 24, 2017.

ORDINANCE NO. 25-17 ADD NEW CHAPTER 33, TREE ORDINANCE.

Somersworth, NH  
July 24, 2017

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH  
THAT the Ordinances of the City of Somersworth, as amended, be further amended as  
follows:

ADD new Chapter 33, Tree Ordinance:

Chapter 33

CITY OF SOMERSWORTH  
TREE ORDINANCE

Purpose.

The purpose of this ordinance is to enact guidelines to protect and enhance the administrative procedures in regard to the planting, maintenance, and removal of trees and other vegetation in the City of Somersworth, New Hampshire. It is the intent that the City will make every effort to engage in best management practices in regards to these guidelines.

Section 1. Definitions

Street trees: "Street trees" are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ways within the City's public Right of Way.

Park Trees: "Park trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in City owned public parks having individual names, and all areas owned by the City, or to which the public has free access as a park.

Public Places: Includes all streets, highways, parks, pocket parks, cemeteries, easements or other grounds owned by the City.

Section 2. Creation and Establishment of a City Tree Board

There is hereby created and established a City Tree Board for the City of Somersworth which shall consist of the members of the Conservation Commission who convene meetings on an as needed basis, and to carry out the duties and responsibilities as described in Section 4 of this Ordinance.

### Section 3. Term of Office

Board members terms shall follow their terms as approved in their appointment on the Conservation Commission. In the event that a vacancy shall occur during the term of any member, his/her successor shall be appointed for the unexpired portion of the term.

### Section 4. Duties and Responsibilities

It shall be the responsibility of the Board to serve in an advisory capacity and to study, investigate, counsel and develop and/or update a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. Any such plan will be presented to the City Council for their review and consideration. The Board, when requested by the City Council, shall consider, investigate, report and recommend upon any special matter of question coming within the scope of its work.

### Section 5. Rules and Procedures

The Chair, Vice Chair and Secretary of the Board shall be the officers that have been elected to the same seat on the Conservation Commission. The Conservation Commission shall annually vote on officers. The Board shall comply with all the requirements pertaining to public bodies under the so-called NH Right to Know Law (RSA 91-A).

### Section 6. Permitted Native Street Tree and Shrubs

See Exhibit B-Notes on Native Trees and Shrubs; Recommended Native Trees  
See Exhibit C-Notes on Native Trees and Shrubs; Plants to be avoided.

### Section 7. Spacing

The spacing of Street Trees will be in accordance with the species size listed in Section 7 of this ordinance. Every effort will be made to allow trees to be planted between each other as follows: : Small Trees, 30 feet; Medium Trees, 40 feet; and Large Trees, 50 feet; except in special plantings designed or approved by a landscape architect, Urban Forester, or licensed arborist or approved by other authorized City Board, Committee or Official.

### Section 8. Distance from Curb and Sidewalk

The distance trees may be planted from curbs or curb lines and sidewalks will be in accordance with the species of the tree as listed in Section 7 of this ordinance, and every effort will be made to have trees planted no closer to any curb or sidewalk than the following: Small Trees, 2 feet; Medium Trees, 3 feet; and Large Trees, 4 feet.

### Section 9. Distance from Street Corners and Fire Hydrants

To order to ensure vehicle and pedestrian safety, it is recommended that no new Street Tree shall be

planted closer than 35 feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No Street Tree shall be planted closer than 10 feet of any fire hydrant to ensure public safety access.

#### Section 10. Utilities

No Street Trees other than those species listed as Small Trees in Section 7 of this ordinance should be planted under or within 10 lateral feet of any overhead utility wire, or over or within 5 lateral feet of any underground water line, sewer line, transmission line or other utility.

#### Section 11. Public Tree Care

As allowed by law, the City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the right of way (ROW) of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds. The Department of Public Works or other City authorized agent, may remove, or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect or other pest. This Section does not prohibit the planting of Street Trees by adjacent property owners providing that the selection and location of said trees is in accordance with Sections 7 through 11 of this Ordinance and provided written permission is granted by the Director of Public Works, City Manager or other authorized City Official.

***Special permission may be required from the State of NH Department of Environmental Services, Wetland Bureau if removing any tree in a designated wetlands and /or from the Somersworth Historic District Commission if removing a tree within the City of Somersworth Historic District Boundaries.***

The Department of Public Works and Utilities will generally be the City Department to oversee related tree and vegetation issues as authorized by the City Manager or by City Ordinance.

#### Section 12. Tree Pruning and Care

The Department of Public Works will make every attempt to contact the property owner and seek their assistance with pruning shrubs or tree limbs if causing a sight distance barrier in advance of any removal of vegetation due to the hazard or overhanging any street or right-of-way or cause any other potential hazard to the public.

It is not normal practice for any person, firm, or City department to top any Street Tree, Park Tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this best management practice.

#### Section 13. Removal of Stumps

Subject to funding and hazard conditions, stumps of street and park trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground.

#### Section 14. Tree Replacement

Subject to funding, the Department of Public Works or other City authorized agent, shall replant City trees in City streets, Parks, Public Spaces, in accordance with the tree listing as identified in Section 7.

**EXHIBIT B-NOTES ON NATIVE TREES AND SHRUBS AND THEIR USE IN  
LANDSCAPING  
RECOMMENDED NATIVE TREES  
KEY: SMALL<sup>1</sup> MEDIUM<sup>2</sup> LARGE<sup>3</sup>**

Common Name	Latin Name	Low Maint	Salt Tolerance	Screen	Interest	Notes
Arborvitae <sup>2</sup>	<i>Thuja occidentalis</i>		Intermediate	Yes		
Ash, Black <sup>2</sup>	<i>Fraxinus nigra</i>					Wet Areas
Ash, White <sup>3</sup>	<i>Fraxinus americana</i>		Intermed./Tolerant		Fall Color	
Basswood, Am. Or Linden <sup>3</sup>	<i>Tilia americana</i>		Sensitive			
Beech, American <sup>2</sup>	<i>Fagus grandifolia</i>		Sensitive			Large/Long lived
Birch, Paper <sup>2</sup>	<i>Betula papyrifera</i>		Intermed./Tolerant		Fall Color/White Bark	
Black Gum <sup>2</sup>	<i>Nyssa sylvatica</i>	Yes			Fall Color/Winter Shape	DRED suggests to try more
Cedar, Eastern Red <sup>2</sup>	<i>Juniperis virginianus</i>		Intermediate	Yes		Disturbed areas
Cottonwood, Eastern <sup>3</sup>	<i>Populus deltoides</i>		Tolerant			Disturbed, wet sites
Dogwood, Pagoda <sup>1</sup>	<i>Cornus alterniflora</i>				Flowers/nice shape/Fruits	Wet areas/Mod. Sun
Fir, Balsam <sup>2</sup>	<i>Abies balsmifera</i>		Sensitive	Yes		
Hawthorne, Fleshy <sup>1</sup>	<i>Crataegus succulenta</i>		Intermediate		Fruits/Fall Color	One of the best Hawthornes
Hopthornbeam, American <sup>2</sup>	<i>Ostrya virginiana</i>		Sensitive		Winter Interest	Winter Tolerant, DRED suggests to try more
Hornbeam, American <sup>1</sup>	<i>Carpinus caroliniana</i>	Yes	Sensitive		Fall Color	Wet areas, DRED suggests to try more
Juniper, common <sup>1</sup>	<i>Juniperis communis</i>					Ground cover
Larch, American <sup>2</sup>	<i>Larix laricina</i>		Tolerant			Good in masses
Maple, Red <sup>2</sup>	<i>Acer rubrum</i>	Yes	Sensitive		Fall Color	
Maple, Sugar <sup>3</sup>	<i>Acer saccharum</i>		Sensitive			Needs large areas
Oak, Scarlet <sup>2</sup>	<i>Quercus coccinea</i>				Fall Color	
Oak, Red <sup>2</sup>	<i>Quercus rubra</i>		Tolerant			High Maintenance tree
Oak, Swamp White <sup>3</sup>	<i>Quercus bicolor</i>		Sensitive			Wet areas
Pine, Jack <sup>2</sup>	<i>Pinus banksiana</i>					Sandy, disturbed areas



Pine, Pitch <sup>2</sup>	<i>Pinus resinosa</i>		Sensitive			Harsh, sandy soils
Pine, White <sup>3</sup>	<i>Pinus strobus</i>		Sensitive	Yes		Handsome native
Plum, Canadian <sup>2</sup>	<i>Prunus nigra</i>				Flowers/Fruit	
Shadbush <sup>1</sup>	<i>Amelanchier arborea</i>		Sensitive		Flowers/Fruit	Wet areas
Shadbush <sup>1</sup>	<i>Amelanchier canadensis</i>		Sensitive		Flowers/Fruit	Natural settings
Spruce, White <sup>3</sup>	<i>Picea glauca</i>		Intermed./Tolerant	Yes		Winter Tolerant

### RECOMMENDED NATIVE SHRUBS

Common Name	Latin Name	Low Maint	Salt Tolerance	Screen	Interest	Notes
Arrowwood	<i>Viburnum dentatum</i>		Tolerant		Flowers/Fruit/Fall Color	Withstands adverse city conditions.
Bayberry	<i>Myrica cerifera</i>	Yes	Tolerant		Semi-Evergreen	No serious insect or disease problems
Blueberry, Highbush	<i>Vaccinium corymbosum</i>		Tolerant		Flowers/Fruit/Fall Color, colorful winter twigs	Withstands adverse city conditions/attractive to birds.
Cranberry, Highbush or American Cranberrybush	<i>Viburnum trilobum</i>	Yes	Unknown		Showy white flowers, glossy red berries	generally free of insect and disease problems; attractive to birds.
Dogwood, Panicled	<i>Cornus racemosa</i>		Sensitive		Flowers/Fruit/Colored Stalks/fall color	Will tolerate adverse city conditions.
Dogwood, Red Osier	<i>Cornus sericea</i>		Sensitive		Red stems, white berries	Tolerant of most adverse city conditions
Elderberry	<i>Sambucus canadensis</i>		Unknown		White flowers, purple berries	Tolerates adverse city conditions; attractive to birds.
Spicebush	<i>Lindera benzoin</i>	Yes			Yellow flowers/red fruits	no serious insect or disease problems
Mountain Laurel	<i>Kalmia latifolia</i>		No	Yes	Evergreen/Flowers	
Rhododendron, Rosebay	<i>Rhododendron maximum</i>			Yes	Flowers/Evergreen	some pollution tolerance
Viburnum, Sweet	<i>Viburnum lentago</i>		Sensitive		Flowers/Fruit/Fall Color	tolerates adverse city conditions
Viburnum, Mapleleaf	<i>Viburnum acerifolium</i>		Sensitive		Fall Color	withstands adverse city conditions
Winterberry, Black Alder	<i>Ilex verticillata</i>	Yes	Intermediate		Gorgeous red berries in fall	cool, moist, acid soils; shade OK; relatively free of insect and disease; need male and female plants.
Witch Hazel	<i>Hamamelis virginiana</i>	Yes				

## EXHIBIT C-PLANTS TO BE AVOIDED

### INVASIVE NON-NATIVE TREES AND SHRUBS TO BE COMPLETELY AVOIDED

Common Name	Latin Name	Reason
Autumn Olive	<i>Eleagnus umbellata</i>	Crowds out native vegetation.
Bayberry, Common	<i>Berberis vulgaris</i>	Forms thorny thickets preventing native herbaceous and shrub growth.
Bayberry, Japanese	<i>Berberis thunbergii</i>	Forms thorny thickets preventing native herbaceous and shrub growth.
Buckthorn, Common	<i>Rhamnus cathartica</i>	Buckthorn invading drier areas.
Buckthorn, Glossy	<i>Rhamnus frangula</i>	Tolerant of dense shade and invades wet areas.
Euonymus, Winged**	<i>Euonymus alatus</i>	Dense shade and dense root system crowd out everything but own seedlings.
Honeysuckle	<i>Lonicera morrowii and tatarica</i>	Form impenetrable thickets and displace vegetation in young forests and floodplains.
Honeysuckle, Japanese	<i>Lonicera japonica</i>	Vine that chokes supporting trees and shrubs.
Locust, Black	<i>Robinia pseudoacacia</i>	Crowds out native vegetation.
Maple, Norway**	<i>Acer platanoides</i>	Crowds out native vegetation.
Rose, Multiflora	<i>Rosa multiflora</i>	Crowds out native vegetation.

### NATIVE TREES NOT RECOMMENDED BY DRED OR EXT LITERATURE

Common Name	Latin Name	Reason
Box Elder	<i>Acer negundo</i>	Brittle wood, subject to snow and wind breakage.
Dogwood, Flowering	<i>Cornus florida</i>	Disease problem.
Elm, American	<i>Ulmus americanus</i>	Disease problem.
Hemlock, Eastern	<i>Tsuga canadensis</i>	Wooly adelgid heading north; recommend not to plant as there is no solution to the adelgid problem at this time.
Maple, Silver	<i>Acer saccharinum</i>	Disease problem, structurally weak wood.
Mulberry	<i>Morus sp.</i>	Abundant fruit is a litter problem.
Sycamore	<i>Plantanus occidentalis</i>	Disease problems make it very unattractive.
Willow, Weeping	<i>Salix sp.</i>	Root problems, tree litter, attracts beetles.
Aicantus	<i>Salix sp. altissima</i>	Crowds out native vegetation, toxin in bark, leaves and bark in soil endanger other plants.

### NON-NATIVE TREES NOT RECOMMENDED BY DRED OR COOPERATIVE EXTENSION LITERATURE

Common Name	Latin Name	Reason
Birch, European White	<i>Betula pendula</i>	Disease problems make it very unattractive, spring, summer and fall.
Elm, Siberian	<i>Ulmus pumila</i>	Weak wooded, susceptible to wind breakage. Invasive in some locations.
Pear, Bradford Callery**	<i>Pyrus calleryana 'Bradford'</i>	Serious structural splitting at branch junctions.
Plane Tree, London	<i>Plantanus X acerfolia</i>	Disease problems.
Poplar, Lombardy	<i>Populus nigra</i>	Insect and disease problems make it short lived.

**\*\* These plants occur regularly on plans and should be replaced with alternative plants.**

This Ordinance shall take effect upon its passage.

Sponsored by Councilors:

Dale R. Sprague  
David A. Witham  
Jennifer G. Soldati

Approved: City Attorney

RESOLUTION NO. 01-18 TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE NEW HAMPSHIRE DEPARTMENT OF SAFETY TO ESTABLISH A CITY CONTINUITY OF OPERATIONS PLAN IN THE EVENT OF AN EMERGENCY.

Somersworth, NH  
July 24, 2017

WHEREAS, the City of Somersworth has been notified of the availability of the 2017 New Hampshire EMPG grant through the New Hampshire Department of Safety, and

WHEREAS, the City of Somersworth is eligible to receive \$5,500 (five thousand five hundred dollars), and

WHEREAS, the City of Somersworth is required to provide a 50/50 match, but in-kind services is allowed as a match (equivalent salary for time each Somersworth staff provides to the Grant process), and

EXPLANATION OF TOTAL PROJECT GRANT BREAKDOWN

EMPG GRANT	=	\$11,000
CITY MATCH	=	\$ 5,500 (In-kind)
TOTAL PROJECT AWARD	=	\$ 5,500

WHEREAS, the Grant will allow the City of Somersworth to improve its Emergency Management Plan and provide alternative sites for government operations,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the terms of the Grant are hereby accepted and the City Manager is authorized to sign all documents, agreements and take any and all such actions necessary for the grant's execution, and take any and all other such actions relative to this grant determined to be in the best interest of the City.

Sponsored by Councilors:

Martin Pepin  
Denis Messier  
Jennifer G. Soldati

Approved:

City Attorney



# State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner

Robert L. Quinn, Assistant Commissioner

Richard C. Bailey, Jr., Assistant Commissioner

## Homeland Security and Emergency Management

Perry E. Plummer, Director

Jennifer L. Harper, Assistant Director



June 27, 2017

### Resolution No. 1-18

Chief Keith Hoyle, Director  
Somersworth Emergency Management  
Somersworth Fire Department  
1 Government Way  
Somersworth, NH 03878

Dear Chief Hoyle:

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on April 10, 2017 for the Continuity of Operations Plan (COOP) Development Project.

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.**  
**DO NOT PURCHASE OR INSTALL ANYTHING**  
**OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office to continue the review process.
- Once the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Field Representative, Alex Marinaccio.

Thank you for your interest in the EMPG Program!

Sincerely,

Liz Lufkin  
EMPG Program Coordinator

Enclosures

cc: (w/o enclosures), Alex Marinaccio, Field Representative

Office: 110 Smokey Bear Boulevard, Concord, N.H.  
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305  
603-271-2231, 1-800-852-3792, Fax 603-223-3609  
State of New Hampshire TDD Access: Relay 1-800-735-2964

# GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> City of Somersworth (VC#177476-B001)		<b>1.4. Subrecipient Tel. #/Address</b> 603-692-9504 1 Government Way, Somersworth, NH 03878	
<b>1.5 Effective Date</b> Business Office Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> September 30, 2018	<b>1.8. Grant Limitation</b> \$5,500.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> _____ (Commission Expiration) _____			
<b>1.14. State Agency Signature(s)</b> By: _____ On: _____ / _____ / _____		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: _____ Assistant Attorney General, On: _____ / _____ / _____			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: _____ / _____ / _____			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
  4. EFFECTIVE DATE; COMPLETION OF PROJECT.
    - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date")
    - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date")
  5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
    - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
    - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
    - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
    - 5.4. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
    - 5.5. RECORDS and ACCOUNTS.
      - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
      - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
  6. PERSONNEL.
    - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
    - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
    - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
  7. DATA; RETENTION OF DATA; ACCESS.
    - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
  - 9.3. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
  - 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
  - 9.5. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
  10. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
  10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
  11. EVENT OF DEFAULT; REMEDIES.
    - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default")
      - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
      - 11.1.2 Failure to submit any report required hereunder; or
      - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
      - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
    - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
      - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
      - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
      - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
      - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
  12. TERMINATION.
    - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
    - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
    - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
    - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
  13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

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



## **EXHIBIT A**

### **Scope of Services**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Somersworth (hereinafter referred to as "the Subrecipient") \$5,500.00 to develop the community's Continuity of Operations Plan (COOP).
2. "The Subrecipient" agrees to submit quarterly progress reports within fifteen (15) days after each quarter (April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends September 30, 2018 and that a final performance and expenditure report will be sent to "the State" by October 31, 2018.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Subrecipient" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

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

## **EXHIBIT B**

### **Grant Amount and Method of Payment**

#### **1. GRANT AMOUNT**

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$5,500.00	\$5,500.00	\$11,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2016-EP-00001-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 069911980			

#### **2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$5,500.00.
- b. "The State" shall reimburse up to \$5,500.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".

Subrecipient Initials: 1.) \_\_\_\_\_

2.) \_\_\_\_\_

3.) \_\_\_\_\_

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

## **EXHIBIT C**

### **Special Provisions**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” will be required to provide the completed plan electronically (via email, CD or thumb drive) to the EMPG Program Manager at the completion of the project.
5. “The Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.)

2.)

3.)

Date:

RESOLUTION NO. 02-18 TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH 2-WAY COMMUNICATIONS INC., OF NEWINGTON, NH FOR THE PURCHASE OF PORTABLE RADIOS FOR THE FIRE DEPARTMENT.

Somersworth, NH  
July 24, 2017

WHEREAS, the Somersworth Capital Improvement Program for Fiscal Years 2018 through 2023 contains a recommendation to replace the portable radios used by the Fire Department over a cycle of four fiscal years, and

WHEREAS, the fiscal year 2017-2018 adopted budget contains an appropriation for the third year of this four year replacement cycle for the purchase of portable radios, and

WHEREAS, City staff recommends purchasing the portable radios by utilizing the State of New Hampshire bid list, and

WHEREAS, the Public Safety Committee for the City of Somersworth has reviewed the recommendation to utilize the State of New Hampshire bid list and supports the recommendation, and

WHEREAS, the Finance Committee for the City of Somersworth has reviewed the recommendation to utilize the State of New Hampshire bid list and supports the recommendation,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with 2-Way Communications Inc., of Newington, NH for the purchase of portable radios for the fire department at an amount not to exceed \$33,915 (Thirty Three Thousand Nine Hundred Fifteen dollars) and to take any actions relative to this purchase determined to be in the best interest of the City.


Sponsored by Councilors:

David A. Witham  
Martin Pepin  
Denis Messier  
Jennifer G. Soldati

Approved:

City Attorney

Project Title:	<b>Replace Portable Radios</b>			
Department:		Submitted By:	Date:	Priority:
<b>Fire</b>		<b>Keith Hoyle, Fire Chief</b>	<b>Sept. 7, 2016</b>	<b>1</b>
				Project Cost:
				<b>\$73,483</b>



**1. General Project Description?**  
Replace all the portable radios that were purchased in 2005 and 2006 through a NH Homeland Security grant. We have 28 units presently but with the additional call firefighters being added over time (20 total), we need to have 37 portable radios. Portable radios typically have an 8-10 year longevity. We propose to replace 10 per year over a four year span. Each radio costs \$3,520. This is Year 3 of the replacement program.

**2. How will this expenditure improve service, productivity, or lower operating cost to the City of Somersworth?**  
It is imperative that we provide efficient equipment for our personnel so that we can provide effective public safety services for our citizens. Portable radios are an important tool for us in that we need to be able to communicate immediately back to the dispatch center critical information regarding emergency situations we face or develop once we are on scene.

**3. Is this a replacement item? YES**  
If NOT, How was the need previously met?

**4. List name of Firm and price of quotes received.**  
Two-Way Communications on NH state bid list.

Total Project Funds:			FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	Total
Sources:									\$0
General Fund			\$33,915	\$39,568					\$73,483
Bonds									\$0
Grant									\$0
Lease									\$0
Enterprise Fund									\$0
Other									\$0
Totals			\$33,915	\$39,568	\$0	\$0	\$0	\$0	\$73,483
Commence FY:		Quarter:						Prior Years' Funding	\$36,000
								Total Project	\$109,483

RESOLUTION NO. 03-18 TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH CREDERE ASSOCIATES, LLC OF WESTBROOK, MAINE FOR ENGINEERING SERVICES ASSOCIATED WITH THE REMEDIATION OF PROPERTY LOCATED AT 1 WINTER STREET, FORMERLY KNOWN AS BRETON'S CLEANERS.

Somersworth, NH  
July 24, 2017

WHEREAS, the Somersworth City Council adopted Resolution No. 37-17 authorizing the City Manager to enter into a grant agreement with the New Hampshire Department of Environmental Services for the purpose of funding the remediation of the former Breton's Cleaners property located at 1 Winter Street, and

WHEREAS, City staff solicited proposals from qualified engineering consultants to prepare and implement a remedial action plan which includes procuring a cleanup contractor and overseeing the demolition of the building, and

WHEREAS, City staff reviewed the proposals submitted and interviewed the prospective consultants and recommends contracting with Credere Associates, LLC of Westbrook, Maine,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Credere Associates, LLC of Westbrook, Maine to provide engineering services associated with the remediation of property located at 1 Winter Street and to take any other actions relative to this project determined to be in the best interest of the City.

Sponsored by Request

Mayor Dana S. Hilliard

Approved

City Attorney

## Qualifications and Cost Proposal for Somersworth Brownfields Program Breton's Cleaners Cleanup Project

### SECTION III. PROJECT PERSONNEL

To provide the environmental professional services requested by the City of Somersworth, Credere has assembled a project team based on their specific experience and knowledge of the various components of the Brownfields Cleanup and Redevelopment process. These staff members were selected because they have worked successfully on numerous Brownfields assessment and cleanup projects in New Hampshire and throughout New England.

#### TEAM KEY PERSONNEL

The following key personnel will be assigned to the project:

<u>Name</u>	<u>Role as Primary Project Team Member</u>
Rip Patten, LSP, PE, LEED-AP	Program Manager, NH PE
Theresa Patten, PE	QC Manager, NH PE
Judd R. Newcomb, CG, PG	Project Manager and Technical Lead, NH PG

A summary of the primary project team member's backgrounds and experience including education, certifications, and relevant professional experience is provided below. Resumes are provided in **Appendix B**.

#### Rip Patten, LSP, PE, LEED-AP - Program Manager, Maine PE (Credere)

Mr. Patten will serve as the principal in charge and program manager for the project and will be responsible for providing guidance on the development of scopes of work and budgets, assisting with community outreach, and providing technical review of submittals, feasibility studies, and engineering designs. He will lead all community outreach efforts including public and project stakeholder Brownfields education, and will work with the City in developing the structure and effective implementation strategy for the cleanup program. He will also be responsible for the review of the engineering design and remediation specifications, Contractor Bidding, modifications to the Remedial Action Plans, Quality Assurance Project Plans, and Remediation Closeout Reports.

*"Rip brings incredible enthusiasm to his work, and a determination to make difficult projects a reality even if it means going beyond the normal scope of an environmental engineer. He is a constant source of new ideas. Beyond his skill as an engineer, Rip's friendly disposition, good-nature and ultra-quick responsiveness make him a joy to work with."*

**-Sam Spencer, Spencer Monks  
Development**

Mr. Patten is well qualified for this role as he holds a BS degree in Environmental Engineering from Rensselaer Polytechnic Institute and has over 23 years of experience performing Brownfields Assessments and Cleanups. He is currently Project Manager for the EPA funded Brownfields RLF Programs for CRDC, Nashua, Biddeford, Brewer, and SMRPC. He has coordinated, performed, and administered all aspects of Credere's Brownfields assessment and



## **Qualifications and Cost Proposal for Somersworth Brownfields Program Breton's Cleaners Cleanup Project**

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remediation projects including the Nashua Boiler House, Sanford Mill, Aerofab site, Adams School, Eastern Fine Paper, and North Berwick Woolen Mill, all of which received EPA Cleanup funds. Mr. Patten is an expert in the determination of site eligibility and he specializes in helping municipalities, non-profit organizations, and private developers to fully leverage the Brownfields program in order to enable community and economic development. Mr. Patten is a professional engineer (PE) in the States of Maine, New Hampshire, and Massachusetts, a Massachusetts Licensed Site Professional (LSP), and a LEED-accredited professional by the US Green Building Council.

**Theresa Patten, PE – QC Manager:** Ms. Patten is an environmental engineer with over 18 years of engineering experience. In September of 2007, she founded the women-owned business of Credere Associates, LLC. She is responsible for QC of all work products generated by Credere and continue this role as part of this Program. She is well qualified for this role as she received her BS in Civil Engineering from Rensselaer Polytechnic Institute and her MS in Geotechnical and Environmental Engineering from Tufts University. Experience includes a variety of environmental projects including completing QC for the SRPC, CNHRPC, SMPDC, GPCOG, and Bangor Brownfields Programs.

**Judd Newcomb, CG, PG – Project Manager and Technical Lead / NH Professional Geologist:** Mr. Newcomb will serve as the Technical Lead for the program. He will oversee all technical aspects for the implementation of the cleanup including preparation and implementation of the CRP, preparation of bid specifications and plans, contractor bidding and coordination, and technical reviews of reports. He will also be responsible for contaminant, geological, and hydrogeological assessments, interpretations and conclusions for the project.

He is well qualified for this role as Mr. Newcomb holds a BS degree in Geology from University of Maine at Orono and is a senior geologist with over 16 years of experience in ASTM compliant environmental assessments, subsurface investigations, remediation and disposal of petroleum and hazardous wastes, hazardous building materials surveys and abatement, and PCB cleanup projects for a great number of Brownfields Programs throughout Maine, New Hampshire, and New England including the UVLSRPC, SRPC, CNHRPC, RPC, REDC, SNHPC, LRPC, GPCOG, NRPC, SMPDC, EMDC, Bangor, Lewiston, Bath, Brewer, and Maine DEP Brownfields projects. He is a Certified/Professional Geologist in the states of Maine and New Hampshire, and is also a Maine and New Hampshire licensed asbestos inspector.

### **Other Credere Staff**

In addition to these key staff, Credere employs seven other additional technical and field staff. All of Credere's team staff have direct experience working with U.S. EPA funded Brownfields assessment and cleanup projects and are appropriately experienced and/or licensed to provide engineering, geological, and building materials inspection services in the State of New Hampshire. Additional engineering staff, scientists, drafters, and administrative staff can be assigned as warranted through the course of this project.





## **Qualifications and Cost Proposal for Somersworth Brownfields Program Breton's Cleaners Cleanup Project**

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### **MEETING MBE/WBE GOALS**

All EPA Brownfields grant programs, including the NHDES' Brownfields RLF are required to meet federal cross-cutting and fair share goals by procuring services from disadvantaged business enterprises (DBE), WBE, or minority-owned business enterprises (MBE). Recognizing Credere is a WBE, the entire contract value with Credere will help Somersworth and the NHDES meet the MBE/WBE goals set by the EPA.



# Qualifications and Cost Proposal for Somersworth Brownfields Program Breton's Cleaners Cleanup Project

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## SECTION IV. GENERAL APPROACH

The primary goal for the Brownfields Program is to return sites to productive use in order to stimulate long-term, sustainable, economic development and growth. The key to a successful Brownfields Program is to maximize the leverage provided by the various Brownfields Grant Programs in order to facilitate community and economic benefit. Credere has been extremely successful at fully leveraging Brownfields Programs in other communities. Based on this experience, we would recommend a project approach that includes techniques successfully utilized in other communities, but tailored for the unique goals of this project.

This approach focuses on two key areas:

- **GRANT MANAGEMENT** - Effectively Managing the Financial Components of the Grant
- **GRANT EXECUTION** - Effectively Executing Assessment / Cleanups in Accordance with EPA/NHDES Requirements

Each of these components is further described below.

### APPROACH TO GRANT MANAGEMENT

The following key techniques will be used to effectively implement the various components of the Brownfields cleanup. Each of these techniques generates specific benefits to Somersworth to help you achieve your goals for the Program.

- **Incorporate Goals and Concerns of City, Developer and Community into Project** – It is critical that the various goals and concerns of the City, Developer, and community members are understood and incorporated into the project. Credere has spent the past 2 years working for Strafford Regional Planning Commission and has gained an understanding of the City's and Community's goals and concerns. We have incorporated this into our scope of work and will continue to better understand and incorporate these goals/concerns of all stakeholders during the course of the project. **Benefit to Somersworth: This technique will increase the effectiveness of the project ensuring that the project will be well received and supported by all project stakeholders.**
- **Combine Reuse and Redevelopment** – Once a final redevelopment plan is developed for the Site, the cleanup will be incorporated into the redevelopment in order to gain efficiencies in costs as well as maximize the leverage of the Brownfields Program. This can include combining the soil covering or excavation (cleanup) with site design (redevelopment). This will render a good portion of the redevelopment costs to be Brownfields eligible. Many other similar techniques are available to maximize Brownfields eligible costs. **Benefit to Somersworth: This technique increases the total amount of eligible costs that can be paid for with Brownfields funds, thereby increasing the opportunity for Site cleanup and redevelopment.**



## Qualifications and Cost Proposal for Somersworth Brownfields Program Breton's Cleaners Cleanup Project

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- **Phased Approach to Project** – Currently, some cleanup tasks are clearly defined and other tasks will need to be further developed based on input from the City, Developer and Community. Therefore a phased approach to the project will be implemented. This will include the completion of known tasks (asbestos abatement and building removal) as part of the initial phase of the project. Then a second phase will be completed once the specific scope of work is better defined for the remaining tasks including source area soil removal, pavement and concrete cover system installation, etc. **Benefit to Somersworth:** This technique will increase the cost effectiveness of the project ensuring that the project funds are not wasted on duplicating tasks due to evolving changes in project scope.
- **Ensure All Tasks are Eligible Brownfields Cleanup Expenses** - The NHDES and EPA Brownfields Cleanup Grant has very specific requirements spelled out in your Agreement with NHDES/EPA. Failure to follow these requirements may render certain tasks and costs ineligible for reimbursement by EPA. Therefore, Credere has established procedures for ensuring that all work is in compliance with EPA grant requirements including Davis Bacon Act compliance, Federal bidding requirements, EPA programmatic requirements (ABCA, CRP, SSQAPP, Section 106, etc.), and ensure specific tasks are Brownfields eligible. **Benefit to Somersworth:** This will ensure that all tasks remain eligible for reimbursement under the NHDES Brownfields RLF Program.
- **Obtain Other Grant Funding** – Funds for the cleanup of contaminated soil at the Site are not currently dedicated for the Site. The ability to obtain this additional cleanup funding should be considered an integral part of this Brownfields program, and retaining a consultant that understands how to successfully obtain these funds should not be overlooked. Credere has assisted our clients obtain over \$19.5 million in various Brownfields funding sources. We have a 3.5 to 1 ratio of leveraging cleanup funds to assessment funds and have a 95% success rate for Brownfields cleanup grants. **Benefit to Somersworth:** The EPA Brownfields process is very competitive and utilizing Credere's experience to obtain Brownfields grant funding will increase the chances of successfully obtaining additional grant funds for cleanup, thereby increasing the opportunity and timeframe for Site cleanup and redevelopment.

**By implementing the above approach, the effectiveness of the Somersworth Brownfields Redevelopment Program will be maximized, stimulating long-term sustainable economic development and growth within Somersworth.**



## **Qualifications and Cost Proposal for Somersworth Brownfields Program Breton's Cleaners Cleanup Project**

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### **APPROACH TO GRANT EXECUTION**

The following tasks will be provided as necessary during the execution of the Brownfields Program. Credere's main objective is to ensure that the grant process proceeds effectively and efficiently. This will entail performing these tasks to generate the necessary documents such that Somersworth's and NHDES/EPA's Program requirements are fulfilled as well as ensuring that site documents are in order and only eligible costs will be funded through the Program. Our approach involves the following tasks:

#### **Task 1 – Prepare a Community Relations Plan (CRP) and Establish an Information Repository**

The CRP will be prepared simultaneously with the Remedial Action Plan (RAP) to outline the project itself, the City's methods of public outreach and involvement, the benefit of the project on the community, key community concerns, an approximate schedule of the work to be completed, and information regarding the required public meeting, document repository (i.e. administrative project record), and contact information for the project representative at the City. This task will also include the advertisement of a 30-day comment period, hosting a public meeting, and incorporating any public comments into the appropriate documents.

#### **Task 2 – Cleanup Planning**

##### ***Task 2a - Remedial Action Plan (RAP) and Plans and Specifications***

An Analysis of Brownfields Cleanup Alternatives (ABCA) and Remedial Action Plan (RAP) are required for all Brownfields projects. An ABCA was previously completed by GZA GeoEnvironmental as part of the NHDES' Brownfields Assessment Program in December 2016. Therefore, this task includes the development of a RAP in addition to the plans and bidding specifications to support the advertisement to and procurement of a cleanup contractor.

##### ***Task 2b – Site Specific Quality Assurance Project Plan (SSQAPP)***

An SSQAPP will be prepared once a remedial alternative is selected to include a description of the Site and proposed reuse of the Site, an up to date conceptual site model (CSM), proposed sampling plan for confirmatory analyses or waste disposal, methodology by which these samples will be collected, and the regulatory criteria that will be implemented to evaluate the sample results. The plan will be submitted to EPA and NHDES for their 30 day review and will be finalized after receipt and response to any comments or concerns.

In general, the SSQAPP will ensure the data collected during the project will be accurate, representative, and reproducible, and so that the data can be relied upon when making Site closure decisions.



## **Qualifications and Cost Proposal for Somersworth Brownfields Program Breton's Cleaners Cleanup Project**

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### **Task 3 – Bidding Assistance**

Credere will develop bidding documents, including plans and specifications, to implement the selected cleanup alternative at the Site consistent with the conceptual design. Credere will facilitate a predesign meeting with the City to ensure that the design goals and objectives are understood and the desired site features and amenities are incorporated into the design.

Credere will incorporate all details of the project, all program requirements included in any/all of the above documents as well as any EPA, NHDES, or public concerns or requests. Bid documents will be specific in nature including details that the contractor must ensure successful completion of the project in accordance with applicable laws and regulations. Bidding documents will also include program requirements such as Davis Bacon compliance and reporting any modifications to the plan to Credere for approval in consultation with EPA and NHDES. All plans and specifications will be produced, overseen, or reviewed by a Maine licensed professional engineer. Credere will also ensure that the bidding documents include the federal contracting language as required by EPA and purchasing language required by the NHDES or City of Somersworth, whichever is more stringent.

### **Task 4 –Cleanup Implementation**

Credere will subcontract with the selected cleanup contractor to implement the cleanup of the Site in accordance with the ABCA/RAP, bidding documents, and Brownfields Program/NHDES requirements.

Once the project has begun Credere will confirm that the cleanup work is being conducted in accordance with the contract bidding documents. This will involve conducting site visits to document and verify the ongoing cleanup work, collecting confirmatory post-cleanup samples and other remediation information, conducting interviews with contractor personnel to ensure Davis Bacon Act wage rate compliance, and discussing the project with the EPA and NHDES, as necessary.

Developing this information will allow for a comparison of what is proposed with what is being conducted to ensure that the work being performed is eligible under the Brownfields Program. If discrepancies are noted between the ABCA/RAP or SSQAPP and the actual work, Credere will document them in the form of field reports and simultaneously work with the City and NHDES/EPA to find a solution to the issue.

### **Task 5 – Remedial Action Implementation Report Preparation and Grant Closeout**

At the end of the remediation work, Credere will prepare a Remedial Action Implementation Report (RAIR) confirming the consistency of the findings and conclusions with the contract documents. Credere will also assist the City with closeout documentation to the NHDES, including final pay requisitions, DBE submittals, and Davis Bacon Act compliance review summaries.



# Qualifications and Cost Proposal for Somersworth Brownfields Program Breton's Cleaners Cleanup Project

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## SECTION V. SCHEDULE AND COSTS

The Credere team is available to commence work right away. Credere will implement the project on a time and materials basis consistent with the budgetary guidelines included in the contract and a NHDES approved WorkScope Authorization as required by the NHDES grant documents. Specific budget line items will be developed as the scope of cleanup and redevelopment is developed and will be updated as cleanup tasks are being bid to cleanup contractors as necessary with approval by the City. For proposal purposes, Credere's estimated costs for the above tasks summarized below:

<u>Contractual Task</u>	<u>Cost Estimate</u>
Task 1 – Prepare CRP and Establish an Information Repository	\$3,000
Task 2 – Cleanup Planning	\$5,000
Task 3 – Bidding Assistance	\$3,000
Task 4 – Cleanup Implementation	\$5,000
Task 5 – RAIR Preparation and Grant Closeout	\$2,500
<b>Credere Subtotal</b>	<b>\$18,500</b>
<i>Demolition Budgetary Estimate Inferred from ABCA</i>	<i>\$159,500</i>
<b>Project Total</b>	<b>\$178,000</b>

### Assumptions

In developing the above cost estimates Credere has made the following assumptions:

- Task 1: Credere will supply the appropriate language for the City of Somersworth to post notification to the public for the 30 day comment period and the City of Somersworth will supply a space for a public meeting
- Task 3: Credere will host 1 pre-bid site walk prior to assisting the City of Somersworth select a cleanup contractor
- Task 4: Credere will host one cleanup kickoff meeting at the Site, and will provide part-time oversight of the building demolition to include up to 3 interim Site visits, plus one final post-demolition site visit
- Task 4: It is assumed that the cleanup contractor will be responsible for disposal of all wastes within the building and any required air clearance sampling



FRANCIS X. BRUTON, III  
CATHERINE A. BERUBE

OF COUNSEL  
JAMES H. SCHULTE

**Bruton & Berube, PLLC**  
**ATTORNEYS AT LAW**

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Dover, NH 03820

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FAX (603) 343-2986

[www.brutonlaw.com](http://www.brutonlaw.com)

July 17, 2017

**VIA HAND-DELIVERY**

Honorable Dana S. Hilliard  
Somersworth City Council  
City of Somersworth  
One Government Way  
Somersworth, New Hampshire 03878

**RE: Cumberland Farms, Inc.  
208 & 216 Route 108, Somersworth, NH**

Dear Mayor Hilliard:

Please be advised that this office represents Cumberland Farms, Inc.

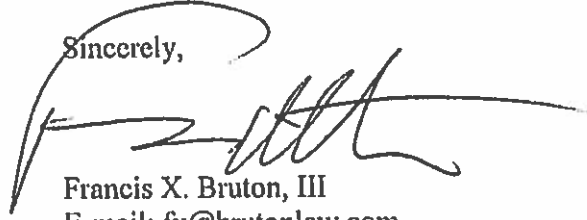
As you may be aware, Cumberland Farms, Inc., is under construction and is building its project located at 208 (Tax Map 62, Lot 9) & 216 Route 108 (Tax Map 62, Lot 11) in Somersworth, New Hampshire.

Previously, the City Council granted Cumberland Farms, Inc. a waiver from the existing road-cut moratorium, pursuant to Section 12.1 of the City Ordinances, to permit Cumberland Farms, Inc. to cut into Blackwater Road to install new curb cuts for the access point and tie into the utilities within Blackwater Road. At the time of that waiver, and based upon the plans sets utilized, it was understood that there was only one water service within Blackwater Road. During construction, a second water line has been found. The City DPW has requested that this second line be capped at the City main, which is just inside the paved area of Blackwater Road, resulting in the need for a second cut within Blackwater Road. A plan, depicting the original cut and this second cut is attached hereto.

As such, Cumberland Farms, Inc. respectfully requests a waiver as to Section 12.1 of the City Ordinances in order to make the necessary cuts into Blackwater Road, as depicted on the enclosed plan. Cumberland Farms, Inc. will work closely with the Department of Public Works and Facilities to minimize the effect of any such cut into the roadway.

On behalf of Cumberland Farms, Inc., and the design professionals, we look forward to reviewing the enclosed information and plans at the City Council's hearing on the matter at its meeting of July 24, 2017.

Sincerely,



Francis X. Bruton, III

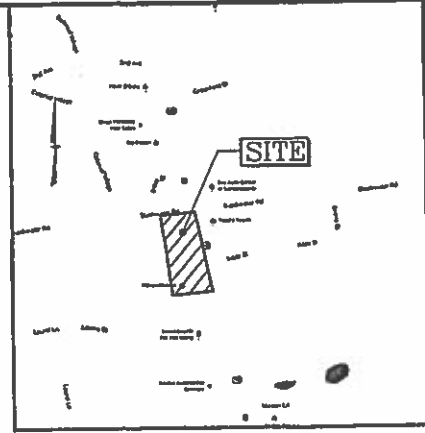
E-mail: [fx@brutonlaw.com](mailto:fx@brutonlaw.com)

FXB/  
Enclosures

cc: Cumberland Farms, Inc.  
MHF Design Consultants, Inc.  
Robert Belmore  
Shanna B. Saunders  
Michael J. Bobinski



SEE SITE RE-DEVELOPMENT PLANS PREPARED  
BY THIS OFFICE FOR ADDITIONAL INFORMATION.



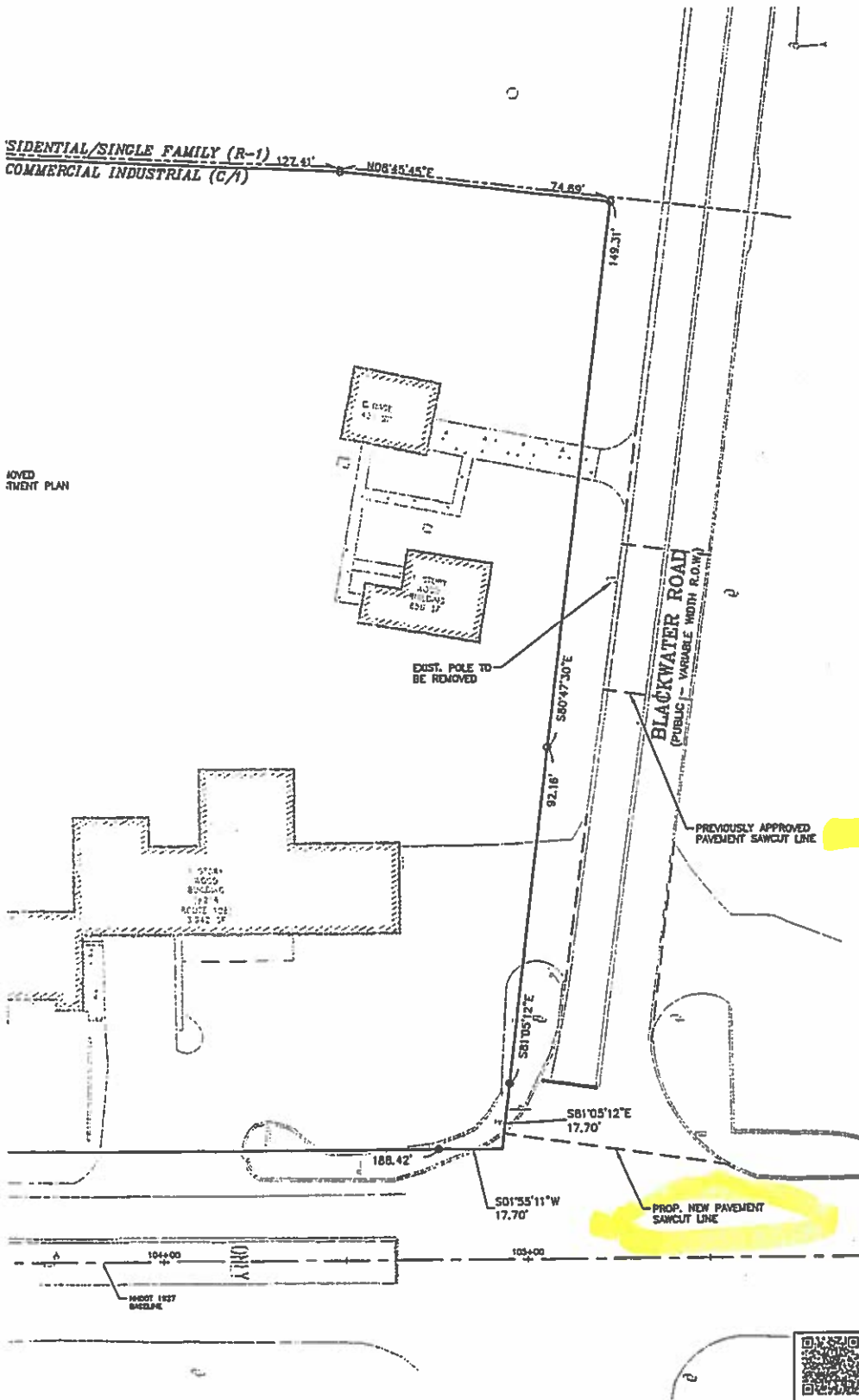
LOCATION MAP  
(NOT TO SCALE)

NOTES:

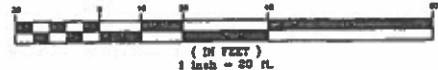
- 1) THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF ROADWAY CONSTRUCTION WITHIN BLACKWATER ROAD BASED ON THE SITE RE-DEVELOPMENT PLANS FOR A PROPOSED CUMBERLAND FARMS RETAIL MOTOR FUEL OUTLET ON MAP 82 LOT 11.

SIDETIAL/SINGLE FAMILY (R-1)  
COMMERCIAL INDUSTRIAL (C/I)

MOVED  
TMENT PLAN



GRAPHIC SCALE



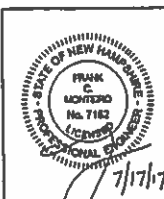
( IN FEET )  
1 inch = 20 ft.



44 Silver Road, Suite One  
Salem, New Hampshire 03078  
(603) 893-0720  
ENGINEERS • PLANNERS • SURVEYORS  
www.mhfdesign.com

OF RECORD:

MAP 82 LOT 11  
GREGORY C. & JOHN P. ATHANS  
541 FORD QUINT ROAD  
N. BERWICK, MAINE 03906  
BOOK 1814 PAGE 216



REVISIONS				
NO.	DATE	REV. BY	DESCRIPTION	
1	7/17/17	CMT	ADD NEW SAWCUT LIMITS	

90,749 SQUARE FEET
2.083 ACRES
V# NEW
Store# NEW
Gas Station# NEW

216 ROUTE 108	SOMERSWORTH, NH 03878
CUMBERLAND FARMS INC. 100 CROSSING BLVD. FRAMINGHAM, MA 01702	SCALE: 1"=20' DATE: DECEMBER 28, 2016 FILE: 3685SP.dwg DRAWN BY: CCC CHECKED BY: CMT
ROADWAY MORATORIUM PLAN	CFG03.1

## Informational Items "1"

### Surplus Vehicles

July 24, 2017



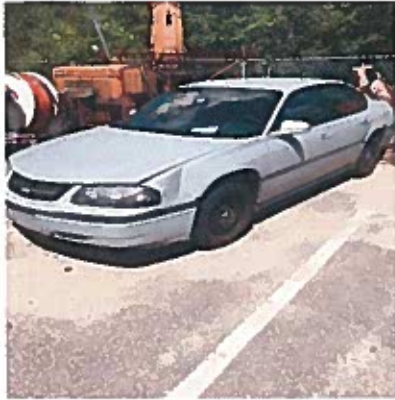
**Old unit number-** 124 Water Department  
**Year-**2009  
**Vin-**2G1WS57M291279083  
**Make-**Chevy  
**Model-** impala  
**Miles-** 137,767



**Old unit number-**125 Code car  
**Year-** 2010  
**Vin-** 2G1WD5EM7A1151424  
**Make-** Chevy  
**Model-** Impala  
**Miles -**124,383



**Old unit number-**102 Recreation  
**Year-** 2002  
**Vin-** 1GCEC14W12Z264909  
**Make-** Chevy  
**Model-**15000  
**Miles-**71,300



**Old unit number**-904 Water Department

**Year**-2005

**Vin**- 2G1WF55K959387251

**Make**-Chevy

**Model**-Impala

**Miles** -152,825



**Old unit number**-304 DPW

**Year**-1989

**Vin**- 1FDYK82A0LVA15344

**Make**- Ford

**Model**-L8000

**Miles** -81,029



## **MEMORANDUM from Director Public Works & Utilities**

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Date: July 19, 2017

To: Bob Belmore, City Manager

From: Michael J. Bobinsky, Director of Public Works and Utilities

Re: Update on NH DOT paving work and North Coast Rail Road Co Track Replacement

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The paving contractor for NH DOT reported to me that they plan to initiate pavement overlay of Main Street from Nadeau Street to the Rollinsford town line starting on July 26 and work should be substantially completed within the same day. This ¾" maintenance pavement layer will encompass the deteriorated section of Main Street at Centre Road. Continental Paving will also be overlaying Green Street from Dover line to Indigo Hill Road beginning in mid-August; the paving work should take approximately two days once started. We will update city social media with exact dates as details are finalized by NH DOT and their contractor.

In addition, North Coast Rail Road will be replacing a section of rail road tracks at Centre Road at Main Street beginning on Friday July 28 and working through the weekend and completing by July 31. During construction, one lane of traffic will be opened at the intersection. Traffic control and safety measures will be implemented as per a traffic control plan approved by the Police Department. Police and Fire will have access at all times and the public will have access to a single lane during the construction phase. The section of track that needs to be replaced is the rubberized surface at the intersection that is failing and North Coast Rail Road will be notifying the various businesses in the Malley Farm Industrial Park about this anticipated work.

**Bob Belmore**

*SUNNINGDALE SUBDIVISION PROJECT*  
*STAKEPOLE ROAD*

**From:** Joe Falzone <jfalzone@weinvestinland.com>  
**Sent:** Monday, July 03, 2017 7:04 AM  
**To:** Michael Bobinsky  
**Cc:** Jennifer Nalley; Bob Belmore; Joe Falzone  
**Subject:** RE: Scheduling conference call or check in meeting

Good Morning Mike,

I understand you wanted to get a plan to the council regarding work completion of Stakepole Road. I also share the fact that any disruption while school is in session is best to try and avoid. I understand one of the timing concerns is to have the sidewalk completed to the school in the event school children want to walk to the new park play station.

All improvements are 100% bonded as was the agreement with my approvals.

The schedule is as follows:

- The side walk will be 100% completed by August 30, 2017 so it is in place for the opening of the school year.
- There are no issues with the condition of the surface of Stakepole Road that will be top coated during the summer of 2018 when we will be paving some of our subdivision roads. This aspect will also be done in non-school session and take two+/- days.
- All agreed Park improvements are complete and as you know I covered the cost of additional work I was asked to help out with.

We expect to be at 30 to 35 homes sold or under contract as of 12/31/17 after 28 months of starting the project and what is strange to date there are no school children of age!

I look forward to continue to make my project an asset to the community.

**Many Thanks,**  
Joe

Joseph Falzone  
7B Emery Lane  
Stratham, NH 03885  
(O) 603-772-9400 (C) 617-510-6565 (F) 603-772-8999



## MEMORANDUM from Director Public Works & Utilities

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Date: July 19, 2017

To: Bob Belmore, City Manager

From: Michael J. Bobinsky, Director of Public Works and Utilities

Re: Status of LED Street Light Conversion work

---

As noted in the attached, Affinity LED Lighting has converted 95% of the City's street lights to the new LED lighting technology as of this date.

Inventory records show that the City has 749 street lights and our contractor will be completing the balance of the installation during the next 7- 10 days to include trouble shooting any problems or installation issues. Staff has been pleased with the installation thus far and Affinity LED and their subcontractors have been very responsive to questions or follow-up items that have come to staffs' attention. In addition, I met recently with the project manager to begin evaluating external City facility lighting needs and assess if replacements are warranted. City facilities that have been looked at initially include the municipal parking lots, water and sewer treatment plants and City Hall. In addition, we will contact the School District and the Housing Authority should they want to have their external or internal lighting evaluated for possible replacement with LED technology.

# Somersworth LED Retrofit Dashboard

Total Converted Fixtures

714

Total converted fixtures.

Retrofit Percent Complete



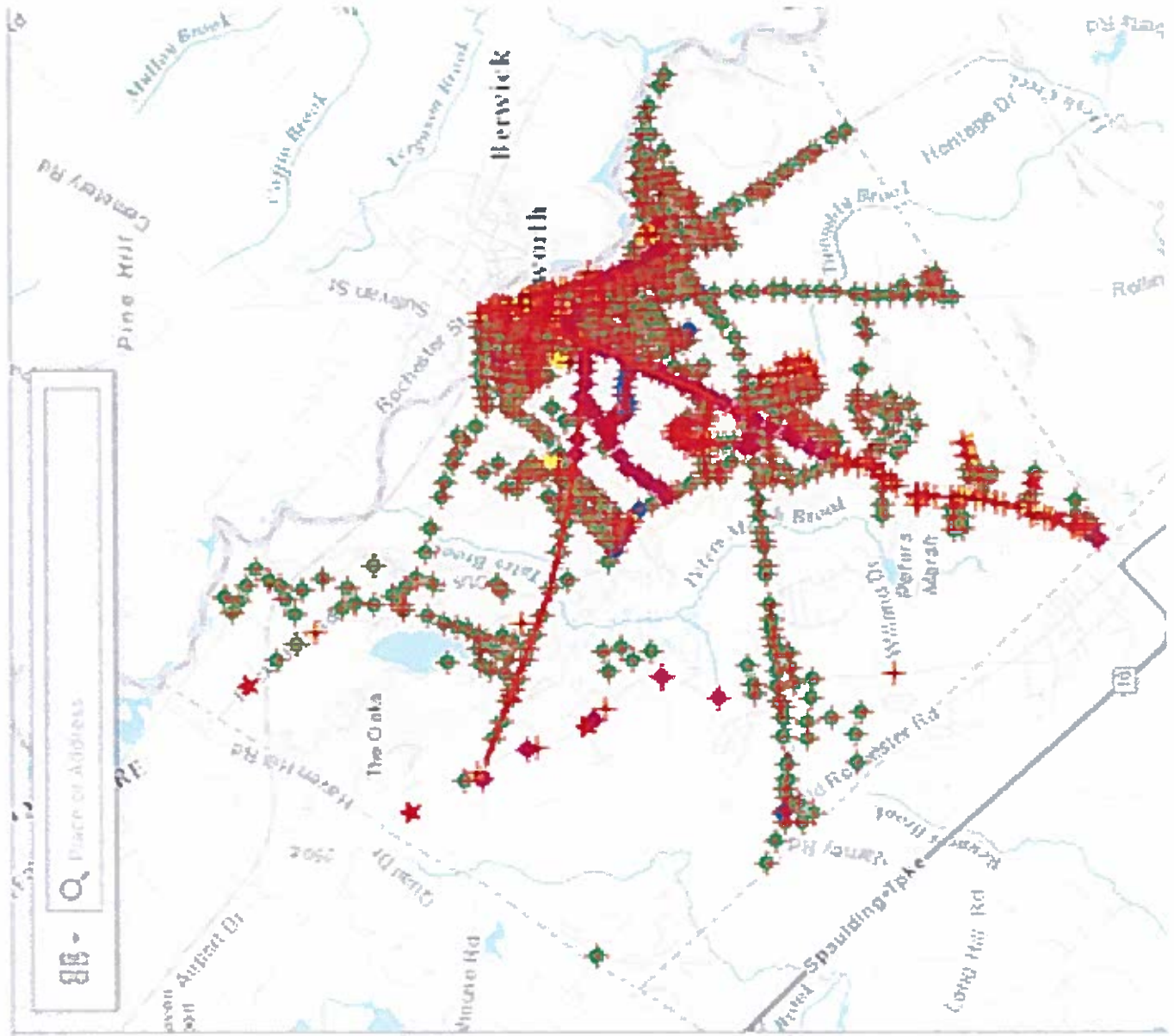
Percent complete.

Legend

Somersworth Detail Streets

Converted Fixture

Somersworth Retrofit





# STATE OF NEW HAMPSHIRE

## Planning and Community Assistance

**Project:** Somersworth #41363  
Project Scoping Meeting

**Date:** July 17, 2017  
1:00 PM

**Location:** NHDOT  
7 Hazen Drive  
Planning Conference Room G02

**Attendees:** Shanna Saunders (Somersworth Director of Development Services)  
Michael Bobinsky (Somersworth Director of Public Works and Utilities)  
Scott Smith (Somersworth Finance Director)  
Robert Belmore (Somersworth City Manager)  
Tom Jameson (NHDOT)  
Bob Hudson (NHDOT)

## Meeting Agenda

Review following information:

Meeting notes from meeting are shown *bold italicized* below

*Meeting Agenda was handed out at meeting. Bob and Tom gave a general review of the items in the Agenda*

*Bob noted that the \$30,000 in PE in FY 2017 will be moved to FY 2018 (which begins 10/1/17. These are federal fiscal years which run from October 1<sup>st</sup> to September 30<sup>th</sup>). There is not enough time to get through the QBS selection and contract negotiation process to be able to obligate the \$30,000 in FY 2017.*

*Tom noted that the ROW will move to FY 2019 and construction to either FY 2020 or 2021. However the city and consultant should go ahead and try to complete the design since there may be an opportunity to move the construction up. These fiscal year changes have been made in the funding table below.*

*Bob requested that the city complete a project schedule and submit it to Tom (who will be the project manager for this project). Bob handed out an 11" X 17" copy of a sample schedule from Section 3 of the LPA Manual to use as a guide.*

*We reviewed the plan exhibit from the TAP application. Red lines are proposed sidewalks and the yellow lines are proposed trail.*

*Bob requested that the city provide a cost estimate for the basis of the TAP PE, ROW, Construction, and CE funding.*



*Bob can provide an example of a QBS submission from another project if the city needs one. City would like the construction to occur in the summer months while school is not in session. Tom noted that the consultant should confirm this with a construction schedule. Bob noted that it did not seem likely that all the construction could occur in the summer months.*

*The city noted that High Street (Rte. 9) within these project limits is maintained by the city. As such Bob noted District 6 will not be involved with project reviews. District involvement is for projects on state maintained roads.*

*The city noted that they have been disappointed with the longevity of thermoplastic lines. They seem to only last a maximum of 2 years.*

*City asked if the same consultant selected to design the federally funded project could also design portions that would not be federally funded. The city may want to have utility work included in the design. Bob said yes the same consultant can do this but they would need to track the participating and non-participating work separately. Best to have 2 separate consultant contracts – one for participating work and one for non-participating work. For construction it could be bid as 1 contract but all the work would be participating. Other option is to have 2 separate contracts. The first contract could be a non-participating utility contract. The second participating contract would follow after the first contract is complete.*

*City needs to decide if Shanna or Mike will be the person in responsible charge. Both have current LPA Certifications.*

#### Funding

Current status of TA funding:

<u>Phase</u>	<u>Total</u>	<u>Federal Share (80%)</u>	<u>Town Share (20%)</u>	<u>Fiscal Year</u>
PE	\$ 30,000.00	\$ 24,000.00	\$ 6,000.00	<b>2018</b>
	<u>\$ 55,000.00</u>	<u>\$ 44,000.00</u>	<u>\$ 11,000.00</u>	2018
Total	\$ 85,000.00	\$ 68,000.00	\$ 17,000.00	
ROW	\$ 30,000.00	\$ 24,000.00	\$ 6,000.00	<b>2019</b>
Construction	\$ 796,500.00	\$637,200.00	\$159,300.00	<b>2020</b>
CE	<u>\$ 75,000.00</u>	<u>\$ 60,000.00</u>	<u>\$ 15,000.00</u>	<b>2020</b>
Total	\$ 871,500.00	\$697,200.00	\$174,300.00	
Project Total	\$ 986,500.00	\$789,200.00	\$197,300.00	

Note: Above funding is from the 2016 TAP Application (16-37TAP Application #) and the latest NHDOT ProMIS dated 5/18/17

**Note:** All PE funds are programmed only as of this scoping meeting.

#### General Overview of Approval Process

##### Project Scoping Meeting – July 17, 2017

- Review information in Meeting Agenda.
- Project sponsor needs to prepare and submit a preliminary project schedule to DOT Planning (refer to LPA Section 3 for sample schedule). NHDOT needs to obtain a realistic construction advertisement date for this project as soon as possible.

- Project sponsor is not eligible for Project Reimbursement of federal funds until a letter is received from NHDOT with Notice to Proceed with Engineering Study.

#### Scope of work

- Following is description (Scope) of work from TAP application:
  - The proposed project is a series of connective pieces, which when constructed will make a connected pedestrian way from downtown, dense residential neighborhoods, low and moderate income housing and elderly housing to the Somersworth Middle & High School and Maplewood Elementary School.  
The project includes:
    - 1) Sidewalks on High Street from the newly constructed sidewalk that ends at West High Street, to Memorial Drive where the Middle and High School is located.
    - 2) Upgraded pedestrian crosswalk across High Street from the proposed sidewalk to the existing sidewalk on Memorial Drive. Design may include possible pedestrian signal, raised speed table crosswalk and/or tactile vehicular rumble strips surface. Design is part of this grant.
    - 3) Sidewalks from existing sidewalks on the other end of Memorial Drive down Cemetery Rd, connecting to existing sidewalks on Maple Street where Maplewood School is located.
    - 4) Formalizing a walking trail that exists through the woods between the Middle High School and Maplewood Elementary School and ends at Bartlett Ave.
    - 5) Project option: Lighting along existing Memorial Drive sidewalk in front of the Middle and High Schools
  - The project will construct 5' wide paved sidewalks and a paved walking trail. High Street sidewalk will be approximately 1415 feet long, Cemetery Road sidewalk approximately 2440 feet long and the walking trail approximately 707 feet long in 2 sections.
  - Is there a cost estimate available from the TAP Application that was the basis of the \$796,500 construction cost and the \$75,000 CE cost? If so, please provide a copy. The application documentation in our file did not include this.

#### Local Project Agreement (LPA)

- NHDOT sent an original executed copy of the local project agreement to the City on June 20, 2017.

#### QBS Process

- Refer to Local Public Agency Manual for the Development of Projects (LPA Manual). LPA Version V3.0 is complete and is located on the DOT website. ( It was placed on the website on 6/12/17). The QBS process is a two-step process. Step 1 is consultant selection and step 2 is consultant negotiation.

##### Step 1 – Consultant Selection

- Process defined in Section 13 – Consultant Selection by Qualified Based Selection (QBS).
- When complete and consultant is selected, NHDOT will issue QBS approval with Notice to Proceed (NTP) with Contract Negotiations

##### Step 2 -Consultant Contract Negotiation and Execution

- Process defined in Section 14 – Contract Requirements for Project Design from LPA Manual
- Once NHDOT has determined that the contract requirements described in section 14 have been met, NHDOT Planning issues an approval letter of contract proposal (step 2) and NTP with the Engineering Study. Prior to issuing the NTP, NHDOT will need to prepare a project estimate in ProMIS to obligate PE funds.
- Sponsor submits an executed Contract to DOT Planning.

#### Engineering Study

- Includes Concept plans.
- Local Concerns Public Meeting-give program funding, project schedule, overview of project with potential issues to be addressed
- Purpose and Need Statement
- Existing Conditions and Design Criteria
- Environmental Review and Documentation.
- Alternative Analysis with proposed action selected.
- Structure Studies and Recommendations
- Cost estimate (contingencies allowed).
- Public Presentation of Proposed action- 2<sup>nd</sup> public meeting, review alternatives investigated and why proposed action selected. Can be separate meeting or part of regularly scheduled meeting(i.e. Selectmen)
- City submits Engineering Study to DOT Planning for approval.
- DOT Planning issues approval letter of Engineering Study with comments as required and notice to proceed with preliminary design. (allow 3 weeks in project schedule for DOT review and approval of feasibility study).

#### Preliminary Design

- Preliminary plans and details for selected alternative. Address DOT comments on Engineering Study
- Cost estimate (contingencies allowed).
- DOT Planning issues approval letter of Preliminary Design with comments as required and notice to proceed with final design (allow 3 weeks in project schedule for DOT review and approval of preliminary design)
- National Environmental Policy Act (NEPA) process must be complete before NTP with final design letter will be issued.

#### Final Design

- Final plans and details advancing design and addressing DOT comments on Preliminary Design
- ROW negotiations and acquisitions can't begin until NEPA Approval obtained
- Specifications and Bid Documents.
- Cost estimate (NO contingencies allowed).
- DOT Planning issues approval letter of final design with comments as required (allow 3 weeks in project schedule for DOT review and approval of final design).

#### PS & E/Bid Documents

- Final plans, bid documents, cost estimate ready to go out for bid.
- Sign-off required by DOT Environmental. (Most projects meet criteria for Programmatic Categorical Exclusion).
- ROW Certificate, Utility & Railroad Certificate, ICC determination
- DOT Planning issues approval letter of PS & E package and Authorize to Advertise project for bidding (allow 1 week in schedule for DOT review and approval, assuming that all comments from final design have been addressed)

#### Bidding Phase

- City advertises for Bid. A minimum 3-week bid period is required.
- City reviews bids and submits bid analysis and selected bidder to DOT Planning.
- DOT Planning issues Bid Approval letter to Town.
- City submits signed Contract Agreement to DOT Planning with copy of Notice of Award.
- Notice of Award date is the end of the reimbursements for Preliminary Engineering. All engineering and administration performed by consultant after this date will be part of construction services, which is part of the construction phase of project.

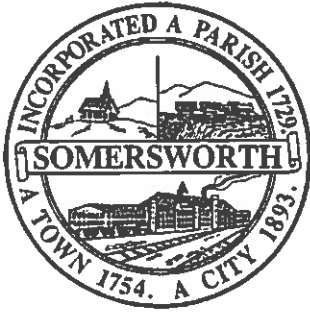
#### Special Considerations

- The Town currently has 2 persons LPA certified according to the "LPA Certifications by Organization" located on the DOT's website, under Planning and Community Assistance (Shanna Saunders expires 12/31/19 and Michael Bobinsky expires on 6/30/20). The town will need to assign a "person in responsible charge" of the project, who will need to attend both parts 1 and 2 of the training to become certified. Part 1 consists of a full day of training to become LPA certified. Part 2 consists of a ½ day training to become certified by the Office of Federal Labor Compliance (OFC). Training is required for Person in Responsible charge for city and consultant and resident engineer. This training is done in spring and fall of each year by OFC and should be taken when project is close to construction.
- Consultant and any sub-consultants over \$10,000 in cost needs an approved overhead rate from DOT
- Project sponsor is not eligible for project reimbursement of federal funds until a letter is received from NHDOT with Notice to Proceed with Engineering Study.
- Due to size of project, it appears that a NHDES Alteration of Terrain (AoT) permit will not be required.
  - $4562 \text{ ft} \times 5 \text{ ft} = 22,810 \text{ sf}$  approximate disturbance vs. 50,000 or 100,000 sf threshold for AoT permit. An AoT permit is required whenever a project proposes to disturb more than 100,000 sf of contiguous terrain or 50,000 sf if any portion of the project is within the protected shoreland. Consultant will need to provide a calculation of proposed "disturbance" to determine if an AOT permit is required. This can be done as part of the Engineering Study submission
- This project is scheduled for construction in federal fiscal year 2020, which starts on October 1, 2019. However, it may be possible to move the construction up if design allows.

Project Schedule (to be provided by town)

Construction Phase (to be discussed at later date)

Project Close Out (to be discussed at later date)



---

Shanna B. Saunders, Director  
Community Development

To: Bob Belmore, City Manger

Date: July 19, 2017

Re: 79E Application – 25 Grand Street – The Hilltop School.

Please find attached the 79E Application for 25 Grand Street, the Hilltop School.

The application is complete and includes the following items and requests:

- Application for tax relief for 11 years (5 years for qualifying structure, 2 years for new non-subsidized residential units, and 4 years for a qualifying structure listed on the National Register of Historic Places)
- Historic District Resource form
- Letter from the Somersworth Historic District Commission

As per Chapter 31 of the City Ordinances the Planning and Community Development Office recommends the City Council hold a duly noticed public hearing to determine 1) whether the structure at issue is a qualifying structure; 2) whether the proposed rehabilitation qualifies as substantial rehabilitation; 3) whether there is a public benefit to granting the requested tax relief, and 4) whether the proposed use is consistent with the municipality's master plan and development regulations and, if so, for what duration and with what terms.

No later than 45 days after the public hearing, the City Council shall render a decision by majority vote granting or denying the requested tax relief and, if so granting, establishing the tax relief period.

A covenant shall be drafted by the applicant and reviewed by the City's Legal Counsel at the applicant's expense.

Additionally, the applicant is requesting the following:

- A waiver from all City fees associated with the project, including but not limited to application fees, permit fees, water/sewer connection fees, and impact fees.
- Support in obtaining a Community Development Block Grant or other grants.

79E Application  
25 Grand  
Hilltop School



June 13, 2017

Mr. Robert M. Belmore  
City Manager  
City of Somersworth  
One Government Way  
Somersworth, NH 03878

**RE: Hilltop School Rehabilitation  
RSA 79:E Community Revitalization Tax Relief Incentive**

Dear Mr. Belmore,

Chinburg Properties is pleased to present this request to partner with the City to preserve and rehabilitate the Hilltop School using New Hampshire's RSA 79:E Tax Relief Incentive. Preserving the legacy of historic buildings is what Chinburg Properties does best. Chinburg Properties proposes to transform the historic Hilltop School to market rate, residential rental apartments with modern amenities that highlight its unique architecture. Chinburg's development plan calls for:

- Up to 30 market-rate apartments that highlight the unique charm of the school
- Land allocated for a public park
- Preservation of the building's historic features per National Park Service standards

As is often the case with historic building rehabilitation, the costs required to rehabilitate and re-purpose the Hilltop School will greatly exceed its economic value. To make the project economically feasible, the maximum tax relief made available by RSA 79:E is necessary. For this reason, Chinburg is requesting the following relief by City Council vote:

- A total of 11 years of tax relief as allowed under RSA 79:E.
- Waiver from all city fees associated with the project, including but not limited to application fees, permit fees, water/sewer connection fees, and impact fees.
- Support in obtaining a Community Development Block Grant or other grants.

We know from experience the transformative power of building restorations and the contributions such projects make to the fabric and vitality of local communities. We have a track record of successful projects in Somersworth with the Great Falls School and the Canal Street Mill; we look forward to another opportunity to contribute to the vitality of Somersworth with the Hilltop School project.

Chinburg respectfully requests the Council's consideration of our application. Thank you for your time and consideration.

Sincerely,

Eric J. Chinburg  
President, Chinburg Properties

## City of Somersworth

One Government Way, Somersworth, NH 03878  
603-692-9519  
Fax 603-692-9575

### Community Revitalization Tax Incentive Application

Date: June 13, 2017      [Office use only.      Fee Submitted: \_\_\_\_\_ ]

#### Property Information

Property Address/Location: 25 Grand Street, Somersworth, NH

Name of building (if applicable): Hilltop School

Tax Map: 11 Lot#: 49

#### Property Owner

Name (include name of individual): Eric J. Chinburg/ Chinburg Builders, Inc.

Mailing Address: 3 Penstock Way, Newmarket, NH 03857

Telephone #: 603-868-5995 Email: echinburg@chinburg.com

#### Proposed Project

Explain project and include number of years of relief being requested (attached additional sheets if necessary):

[Click here to enter text](#)

Building Uses Existing: School/Community ; Proposed: Residential/commercial

Nonresidential square footage Existing: 24,666 ; Proposed: 24,226

# of Residential dwelling Units Existing: 0 ; Proposed: 30

Expected Construction dates Start: 2017/2018 ; Finish: 2018/2019

## Project Costs

Describe work that will constitute the substantial rehabilitation and estimated/projected costs. Please attach written estimates, if available.

*THE FOLLOWING ARE ANTICIPATED COSTS*		<u>BUDGET</u>
Structural:	Repairs & New Framing	\$50,000
Electrical:	New Service, New Wiring, New Lighting	\$300,000
Plumbing:	New Service, New Piping, New Fixtures	\$200,000
Mechanical:	New Heating, Cooling, Exhaust Systems	\$300,000
Other:	Site, Windows, Doors, Drywall, Finishes, Appliances	\$1,850,000

## Other Information

Name of Contractor: Chinburg Builders, Inc.

Will the project include residential housing units? Yes; If so, how many? 30 Units

Will any state or federal grants or funds be used in this project? Yes, Federal Historic Tax Credits

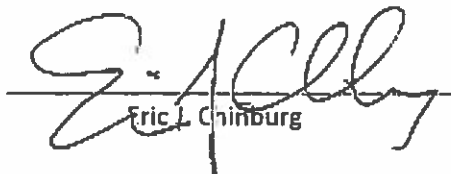
What are the proposed public benefits associated with this project (in accordance with Chapter 31 Section 7)? 1) Improves a culturally or historically important structure; 2) Increases downtown housing

## Submission of Application

**Note:** This program is available for projects where rehabilitation cost equals or exceeds 15 percent of the pre-rehabilitation assessed valuation or \$75,000, whichever is less. Please attach any plot plans, building plans, elevation drawings, sketches, or photographs which help illustrate the project. A \$50.00 non-refundable application fee (made to the "City of Somersworth") must be submitted with this application. This application must be signed by the property owner.

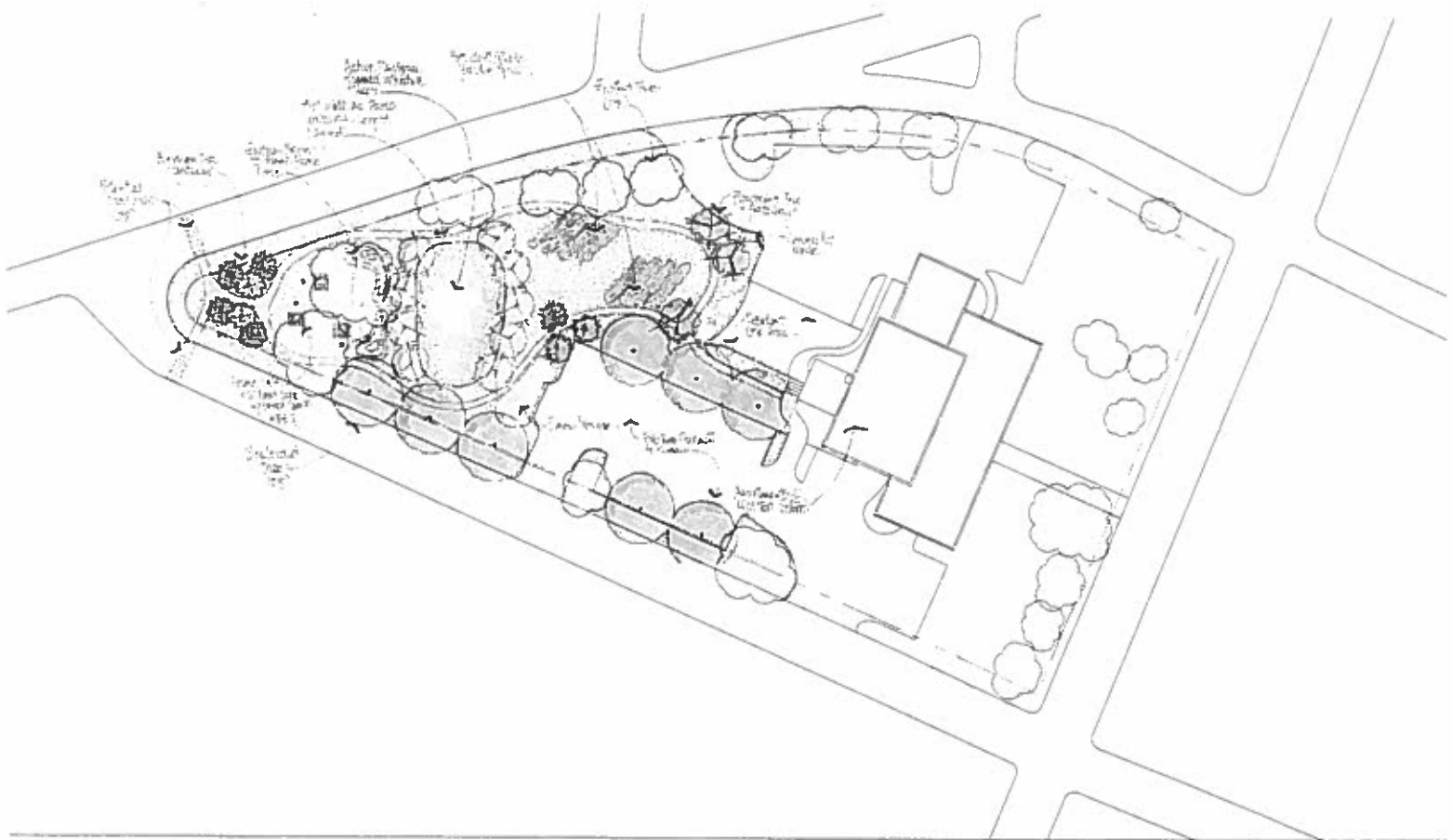
*I (we) hereby submit this application under Chapter 31 Community Revitalization Tax Relief Incentive of the City of Somersworth and attest that to the best of my (our) knowledge all of the information herein and in accompanying materials is true and accurate. I (we) have reviewed the Ordinance and understand that: a) there will be a public hearing to evaluate the merits of this application; b) I (we) will need to enter into a covenant with the City; and c) I (we) may be required to pay reasonable expenses associated with the creation and recording of the covenant.*

Signature of Property Owner:

  
Eric L. Chinburg

Date: 6/13/2017





## Hilltop School Park Concept Plan

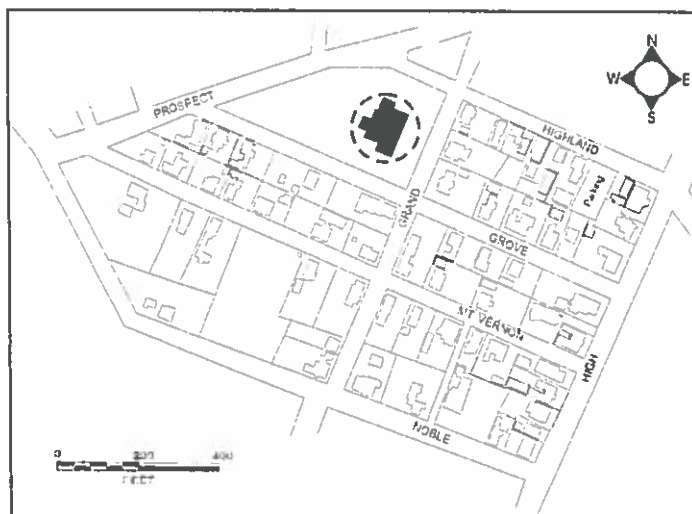
Somerset, New Hampshire  
June 2, 2017



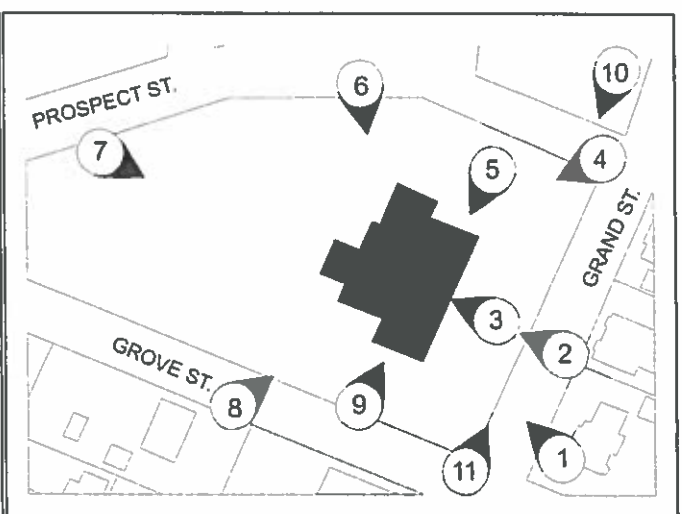
Historic Name: Somersworth High School Source: 35<sup>th</sup> Annual Report of School Board  
Address: Grand St. Tax Map/Lot: 11/49  
Date Built: 1927 Source: 35<sup>th</sup> Annual Report of School Board Style: Colonial Revival  
Architect: Charles G. Loring, Boston, MA Builder: F.A. Rumery, Portland, NH  
Historic Use: Education: School Current Use: Education: School



Photo No. 1 | Front, Grand St. (E elevation) | Looking: NW | Photo File # 1-23  
Note:



Property Location Map



Property Site Plan & Key to Photos

**ARCHITECTURAL FEATURES TABLE** [KEY: CDF = Character Defining Feature; Yes or No]

FEATURE	DESCRIPTION [types, materials, comments]	CDF
Structure	brick load-bearing exterior walls	Y
Foundation	concrete	Y
Plan	3-story rectangular plan front block with center entrance; secondary rear 3-story blocks	Y
Additions	1-story flat roof wood-frame receiving shed with loading dock appears to be later addition	N
Roof	flat; presumed built-up or single membrane roofing	Y
Chimneys	one brick exterior chimney at rear boiler room	Y
Dormers	no	
Siding	brick; see Trim below	Y
Trim	"Externally the building presents a façade whose charm consists in its puritan simplicity. Of glazed water-struck brick with plain limestone trim, its only bid to architectural embellishment is its fine colonial doorway surmounted by a broken arch and pineapple." (35 <sup>th</sup> Annual Report of School Board. p. 182) Side doors also feature classical surrounds in limestone consisting of paired doors, arched transom window under a pediment supported by flat pilasters; 2-story front pavillion 3-bays wide with four brick pilasters supporting a flat limestone entablature and cornice	Y
Windows	replacement vinyl windows with 6/6 grilles, shorter than originals, in existing openings with filler panel above; numerous window openings closed with brick infill	N
Doors	paired aluminum entrance doors presumed to be replacements	N
Porches	no	
Other	no	
Outbuildings	no	
Landscape	granite curbing along inside edge of sidewalk	Y
Setting	on a large lot at top of Prospect Hill, highest point in Somersworth; site of NH's first High School (Somersworth Free Press newspaper clipping dated 1927); surrounded by large single family historic homes	
Integrity	good; building retains essential character defining features	
Significance	Construction ground broke June 10, 1927, building complete and accepted by City December 1, 1927 at a total cost of \$125,862.33. A large and important contributing resource to the historical and architectural significance of the Hilltop District.	





Photo No. 2	Front (E) elevation	Looking: NW	Photo File # 8-0043
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Note:



Photo No. 3	Front entrance detail	Looking: NW	Photo File # School6
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Note:





Photo No. 4	Side (N) elevation	Looking: SW	Photo File # 8-001
Note:			



Photo No. 5	N side entrance detail	Looking: SW	Photo File # 8-002
Note:			





Photo No. 6	Side (N) & rear (W) elevations	Looking: S	Photo File # 11-069
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Note:

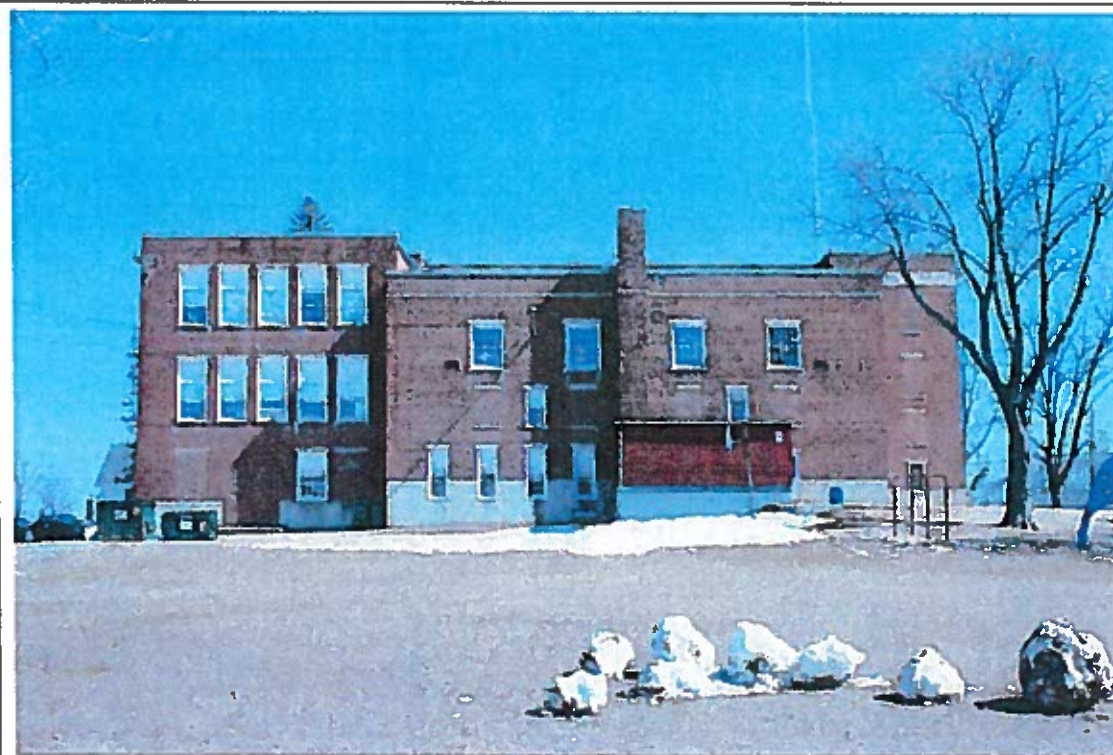


Photo No. 7	Rear (W) elevation	Looking: SE	Photo File # 2-19
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Note:



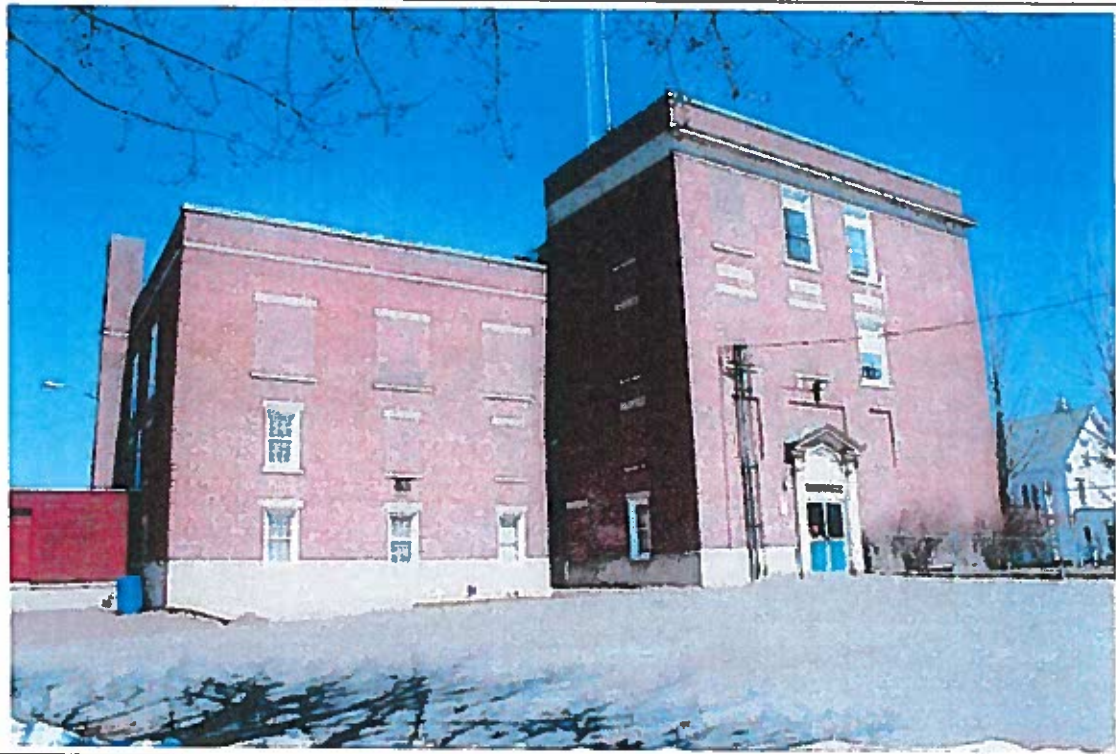


Photo No. 8	Grove St. (S) side elevation	Looking: NE	Photo File # 2-16
Note:			



Photo No. 9	Grove St. entrance detail	Looking: NE	Photo File # 8-108
Note:			



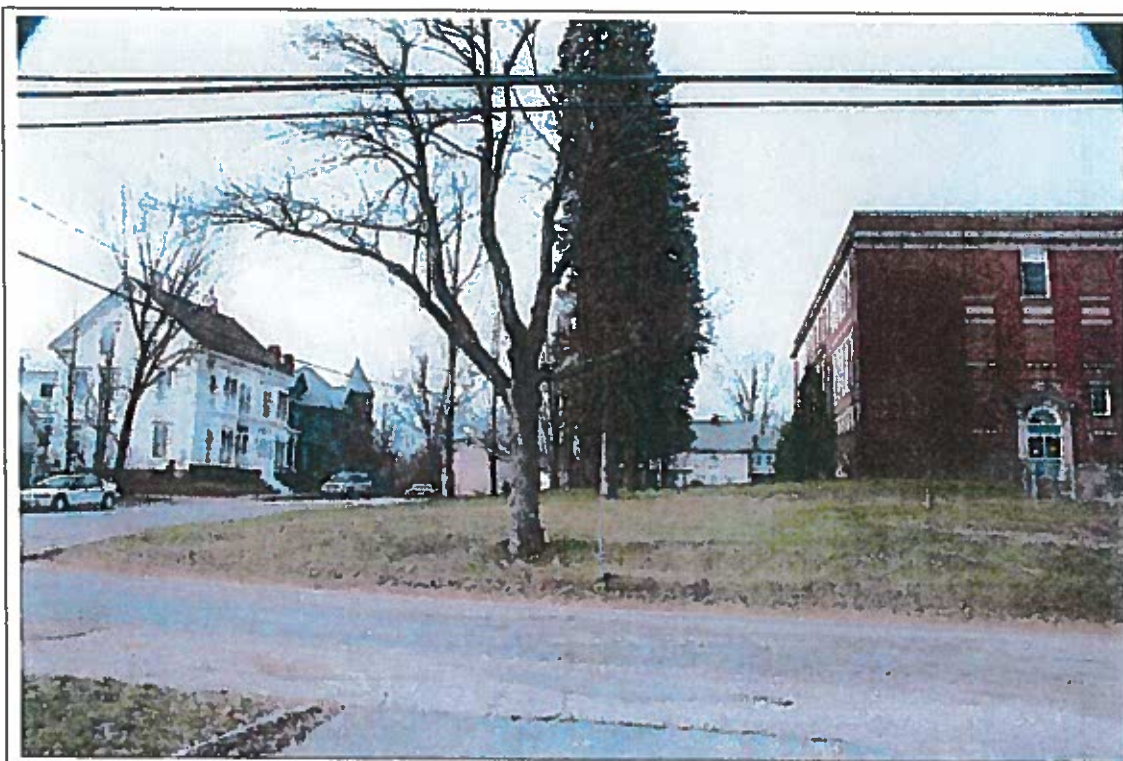


Photo No. 10	Setting	Looking: S	Photo File # 8-010
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Note: View S along Grand St. from Highland St.



Photo No. 11	Setting	Looking: N	Photo File # 11-48-04
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Note: View N along Grand St. across intersection of Grove St.



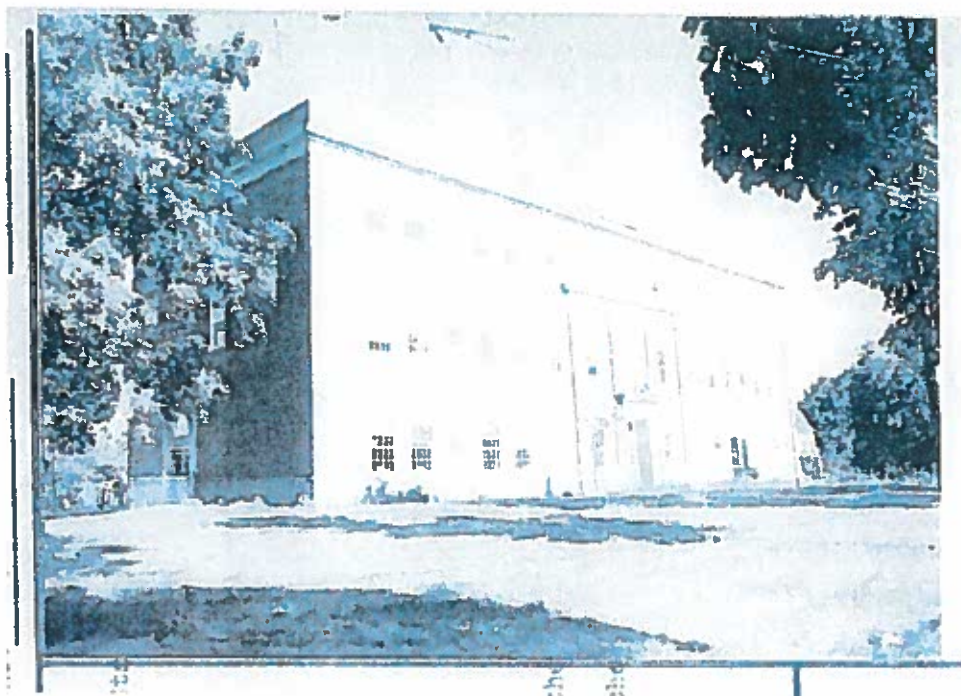
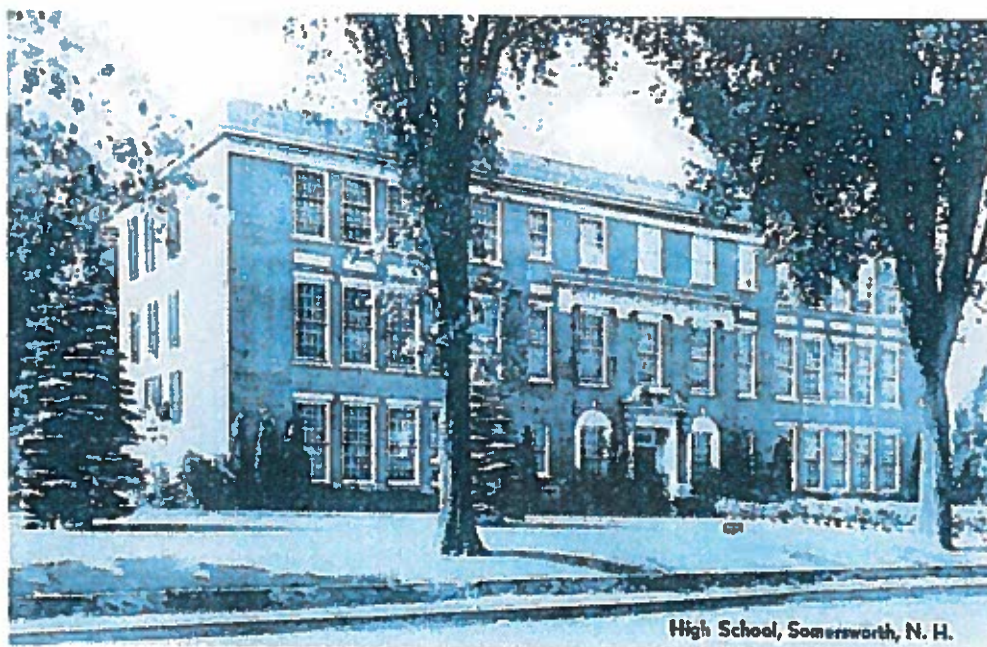


Photo No. 12 1986 survey photo

Looking:

Photo File #

Note:



High School, Somersworth, N. H.

Photo No. 13 Historic photo, not dated

Looking:

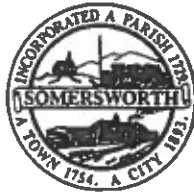
Photo File #

Note: Somersworth Historical Society collection; postcard; note 12/12 windows

# SOMERSWORTH, NEW HAMPSHIRE

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City of Somersworth  
One Government Way  
Somersworth, NH 03878



City Hall  
603.692.4262  
[www.somersworth.com](http://www.somersworth.com)

July 10, 2017

Somersworth City Council  
One Government Way  
Somersworth, NH 03878

RE: Hilltop School, 17 Grand Street, Somersworth, NH 03878, 1927 & 1939

The Hilltop School is a Colonial/Georgian Revival school building that was built in 1927 by prominent architect Charles Greely Loring; with a 1939 addition designed by J. Edward Richardson. This three-story building is a prime example of a "Modern American High School". It was built at the time when school standards were changing and how these civic buildings were to function to help provide safe environments for those being taught inside. The overall form and space of this building remains intact from when it was first constructed. It boasts a symmetrical façade with an elaborate classical revival entrance, with a broken pediment. The building still has its original water-struck red brick façade, limestone sills / lintels, pilasters, as well as its decorative cornice and brick parapet. All of these design elements demonstrate the integrity of the original materials used and capture the craftsmanship of the time.

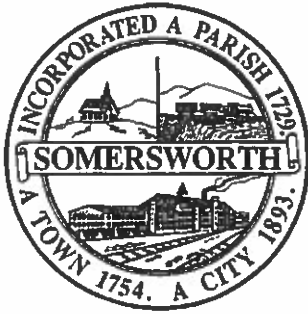
The Hilltop School has kept its original relationship with the surrounding area of Prospect Hill since its erection; having never changed form, function, or setting. The School has historically provided ample green space in a densely-built environment of Italianate, Second Empire and Queen Anne single family homes where most of the school's attendees were residents. The Hilltop School is a perfect candidate for the Community Revitalization Tax Incentive RSA 79-E program. Restoring this vacant civic building and giving it new purpose can shine some positive light on adaptive reuse and will be a great addition to the 79E program.

Sincerely,

Laura Barry, Chair  
Somersworth Historic District Commission

Proud past, bright future

Informational Items "3"



---

Shanna B. Saunders, Director  
Community Development

To: Bob Belmore, City Manager  
Date: July 20, 2017  
Re: 79E Application – 67 Elm Street

Please find attached the 79E Application for 67 Elm Street

The application is complete and includes the following items and requests:

- Application for tax relief for 11 years (5 years for qualifying structure, 2 years for new non-subsidized residential units, and 4 years for a qualifying structure located within and important to a locally designated historic district)
- Historic District Resource form
- Letter from the Somersworth Historic District Commission

As per Chapter 31 of the City Ordinances the Planning and Community Development Office recommends the City Council hold a duly noticed public hearing to determine 1) whether the structure at issue is a qualifying structure; 2) whether the proposed rehabilitation qualifies as substantial rehabilitation; 3) whether there is a public benefit to granting the requested tax relief, and 4) whether the proposed use is consistent with the municipality's master plan and development regulations and, if so, for what duration and with what terms.

No later than 45 days after the public hearing, the City Council shall render a decision by majority vote granting or denying the requested tax relief and, if so granting, establishing the tax relief period.

A covenant shall be drafted by the applicant and reviewed by the City's Legal Counsel at the applicant's expense.

79E Application  
67 Elm  
Somersworth Hotel



**City of Somersworth**  
**Department of Development Services**  
One Government Way, Somersworth, NH 03878  
603/692-9519  
FAX 603/692-9575  
[www.somersworth.com](http://www.somersworth.com)

**Community Revitalization Tax Relief Incentive Application**

(per City Ordinance Chapter 31)

Date: 11/17/16 [Office use only. Fee submitted: \$50.<sup>00</sup> CK #1031 4/12/17 TMB]

**Property information**

Property address/location: 67 ELM Street

Name of building (if applicable): \_\_\_\_\_

Tax Map: 10 Lot #: 174

**Property owner**

Name (include name of individual): Breitling Holdings, LLC (Justin Gargiulo)

Mailing address: 12 Rose Petal Lane - Kensington, NH 03833

Telephone #: 978-210-1745 Email: Justin.Gargiulo@gretno.th.net

**Proposed project**

Explain project and include number of years of relief being requested (attach additional sheets if necessary): Complete gut & rehab of building.

Create new market rate apartments. Commercial space on 1<sup>st</sup> Floor.

Building uses	Existing: <u>Rooming House</u> ; Proposed: <u>Apartments</u>
Nonresidential square footage.	Existing: <u>0</u> ; Proposed: <u>782 Commercial</u>
# of residential dwelling units.	Existing: <u>—</u> ; Proposed: <u>10 Res / 1 Commercial</u>
Expected construction dates.	Start: <u>Aug 2017</u> ; Finish: <u>January 2018 (Guess)</u>



## Project costs

Describe work that will constitute the substantial rehabilitation and estimated/projected costs. Please attach written estimates, if available.

Guessimate 750k

Structural: Bidding to start soon Cost: \$ \_\_\_\_\_

Electrical: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Plumbing: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Mechanical: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Other: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

## Other Information

Name of contractor (if known): Unknown

Will the project include any residential housing units? Yes; If so, how many? 10

Will any state or federal grants or funds be used in this project? NO

What are the proposed public benefits associated with this project (in accordance with

Chapter 31 Section 7)? Complete rehab of old distressed vacant property located in downtown historic district of Somersworth

This property will increase the number of non subsidized residential units.

Looking For 11 years of relief: 5 years + 2 (new non subsidized) + 4 (Historic District)

as noted in sections 5B+5C  
chapt. 31

## Submission of application

**Note:** This program is available for projects where the rehabilitation cost equals or exceeds 15 percent of the pre-rehabilitation assessed valuation or \$75,000, whichever is less. Please attach any plot plans, building plans, elevation drawings, sketches, or photographs which help illustrate the project. A \$50.00 non-refundable application fee (made out to "City of Somersworth") must be submitted with this application. This application must be signed by the property owner.

*I (we) hereby submit this application under Chapter 31 Community Revitalization Tax Relief Incentive of the City of Somersworth and attest that to the best of my (our) knowledge all of the information herein and in the accompanying materials is true and accurate. I (we) have reviewed the Ordinance and understand that: a) there will be a public hearing to evaluate the merits of this application; b) I (we) will need to enter into a covenant with the City; and c) I (we) may be required to pay reasonable expenses associated with the creation and recording of the covenant.*

Signature of property owner (1):  Date: 4/10/17

Signature of property owner (2): \_\_\_\_\_ Date: \_\_\_\_\_



Historic Name(s), source(s): Somersworth Hotel

Address: 67 Elm St.

Tax Map/Lot: 10-174

Date Built: Ca. 1870

Source: 1982 Survey (Candee)

Style: Second Empire

Architect: unknown

Builder: unknown

Historic Use: Hotel

Current Use: Multiple Dwelling -Vacant



Photo No. 1 Front &amp; side elevation

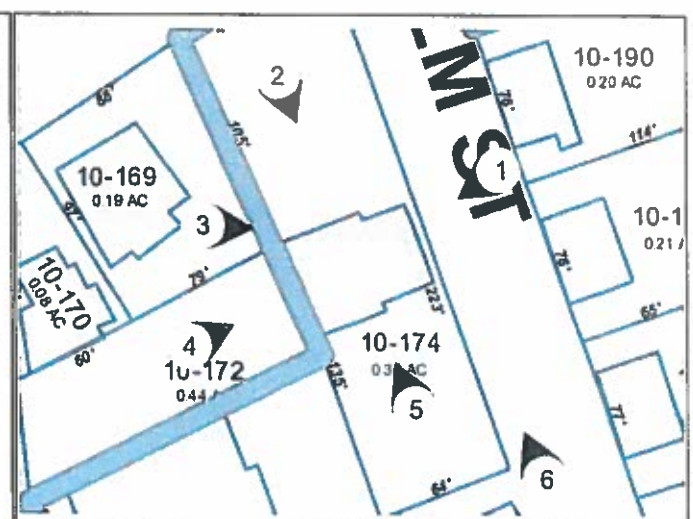
Looking: SW

Photo File # 10-174\_001

Note:



Property Location Map



Property Site Plan &amp; Key to Photos

**ARCHITECTURAL FEATURES TABLE** [KEY: CDF = Character Defining Feature; Yes or No]

FEATURE	DESCRIPTION [types, materials, comments]	CDF
Structure	Brick & Wood	Y
Foundation	Brick, façade granite & brick	Y
Plan	3-1/2 story irregular plan, Second Empire	Y
Additions	Modern 1-story brick addition to north side wall, with inset double doorway under a coved hood with a sidewall of irregular fenestration	N
Roof	Asphalt shingle	N
Chimneys	1, Brick, at rear of north slope	Y
Dormers	Dormer windows are located on all sides of the mansard	Y
Siding	Brick & vinyl	Y/N
Trim	Granite lintels & sills on windows of brick section of main block	Y
Windows	Mix of wood 2/2 sash & replacement 1/1 with aluminum storms present on all sides of structure; modern skylights on façade of hip roof & on the hip roof to the south	Y/N
Doors	All doors replacement	N
Porches	Modern entry porch, open with stairs and landings providing access to space under hip roof	N
Other	Structure originally a flat-roofed building ca. 1870's. Ca. 1885 roof changed to full mansard with high hip above, and an addition of one bay's depth added to the south side wall and extending it two more bays in the rear.	Y
Outbuildings	No	-
Landscape	Granite curbing at front.	Y

Setting	Densely settled urban mixed use.
Integrity	Fair integrity due to the application of vinyl siding, loss of trim, and replacement windows.
Significance	<p>The hotel is one of the few building of scale built as part of the commercial development in this part of Great Falls, and provides in its architecture a balance with the mansard Agent's house at the other end of Elm Street.</p> <p>The replacement of the earlier flat or low-pitched roof with the Mansarded and hipped roof makes the building a prominent visual anchor at this end of Elms Street. (Candee, 1982)</p> <p>An historic photograph shows the main entrance centered on the façade (east side) with a sign above the entrance identifying it as a hotel.</p>





Photo No. 2	Side elevation	Looking: S	Photo File # 10-174 002
Note:			



Photo No. 3	Side	Looking: SE	Photo File # 10-174 003
Note:			



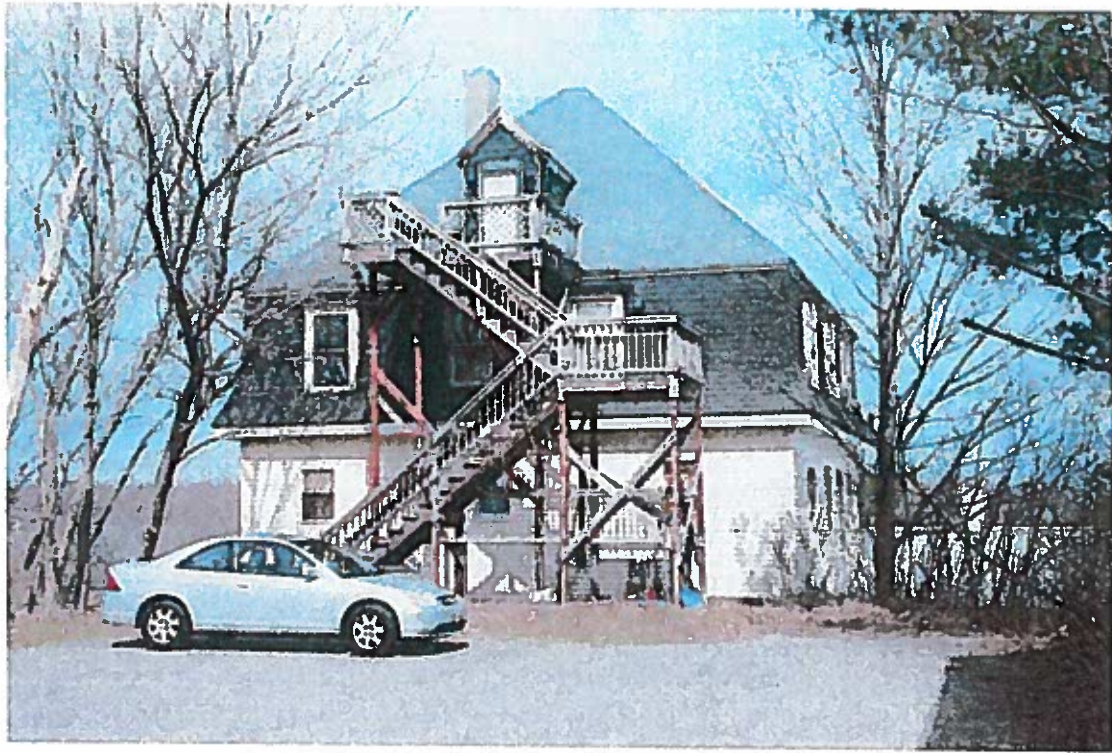


Photo No. 4	Rear elevation	Looking: E	Photo File # 10-174 004
Note:			



Photo No. 5	Side elevation	Looking: N	Photo File # 10-174 005
Note:			



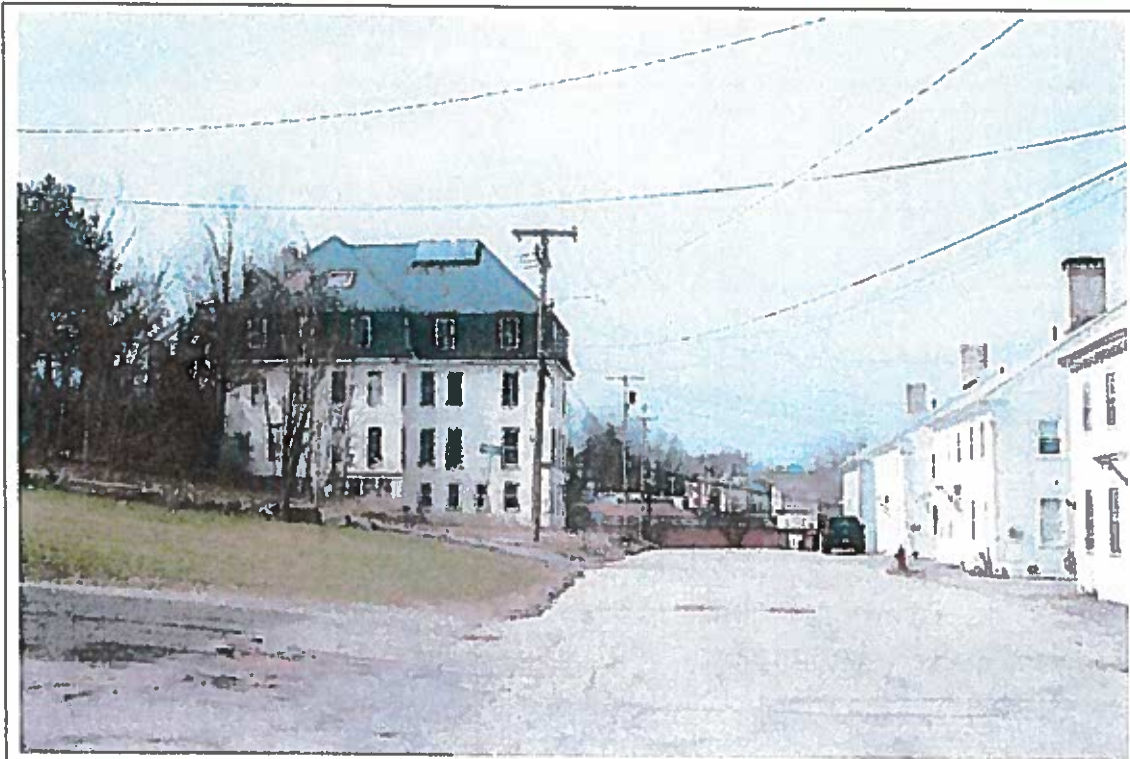


Photo No. 6	Context	Looking: N	Photo File # 10-174 006
Note: Along Elm St.			

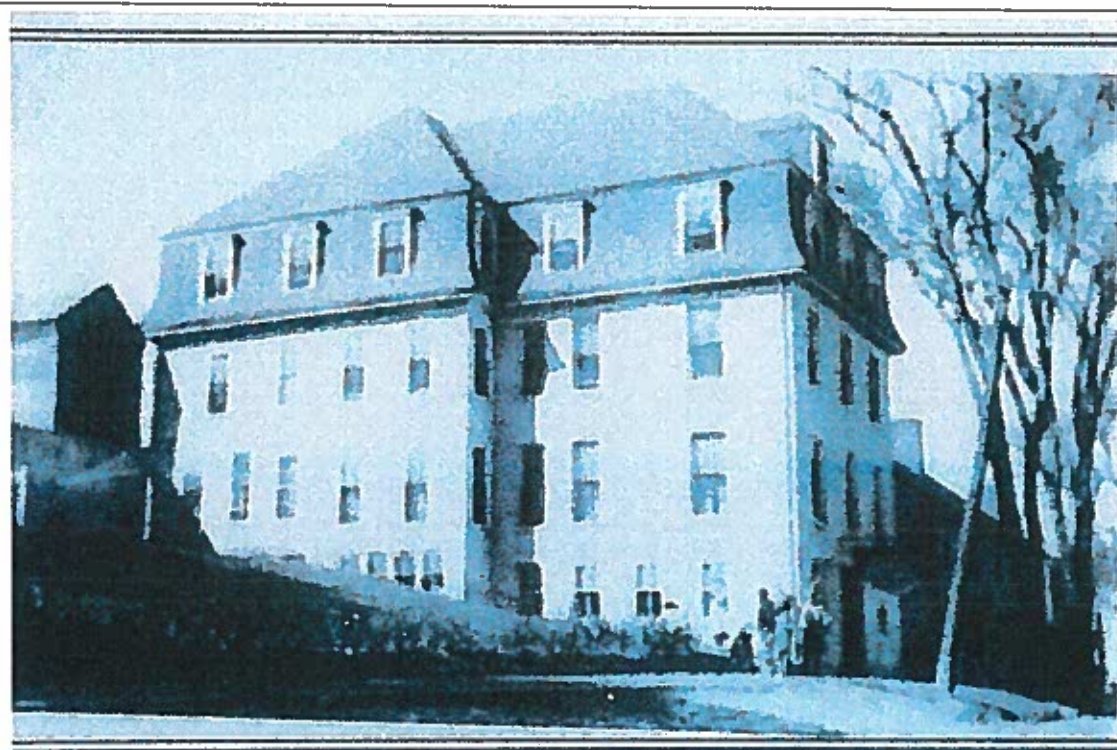


Photo No. 7	Historic Photo	Looking:	Photo File # 10-174 HIST
Note: Courtesy of Somersworth Historical Society			



# SOMERSWORTH, NEW HAMPSHIRE

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City of Somersworth  
One Government Way  
Somersworth, NH 03878



City Hall  
603.692.4262  
[www.somersworth.com](http://www.somersworth.com)

June 20, 2017

Somersworth Hotel  
67 Elm St  
Somersworth, NH 03878  
Tax Map/lot: 10-174  
CA 1870

The Somersworth Hotel is a second empire commercial building that was built as a Hotel around 1870. This 3.5 story building is a rare style found within the Somersworth Commercial Historic District. This building helps tie in the other mansard roof lines within the district, such as the Agent's house on the other end of Elm Street. The high hipped mansard roof is a unique and distinguishing feature of this commercial building, because it does not contain the other second empire embellishes such as decorative dormers or a patterned shingle roof; this is most likely due to the commercial use of the building. However, the building does boast dormers along all sides of the mansard roof line, granite lintels and sills within the main block brick section of the building. This property is a staple within the Somersworth Commercial District due to it being a link between commercial and residential styles and use. The building's use as a hotel showed the economic need for a hotel for the Somersworth Mills which only lie a few streets away. These Mills are what brought prosperity and growth to Somersworth. The placement of the hotel across from mill row houses also demonstrates the need of such a building within the commercial district.

The Somersworth Hotel is a perfect candidate for the Community Revitalization Tax Incentive RSA 79-E program. The restoration of this unique building in the Somersworth's Commercial Historic District will help revitalize and promote smart economic growth in the area. Restoring this under-utilized commercial building back to its prime can shine some positive light on adaptive reuse and will be a great addition to the 79E program.

This project will not only be a positive example of green building practices but also showing an alternative to sprawl.

Respectfully,

Laura Barry, Chair  
Somersworth Historic District Commission

Proud past, bright future

## CHAPTER 31

### COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

**State Law References:** Community Revitalization Tax Relief Incentive, RSA 79-E, State Economic Growth, Resource Protection and Planning Policy, RSA 9-B, Appraisal of Taxed Property, RSA 75:1, Collection of Taxes, RSA 80:1-80:42-a, and Administrative Procedure Act, RSA 541-A.

#### Section 1 Declaration of Public Benefit

- A. It is declared to be a public benefit to enhance Somersworth's Downtown Revitalization District with respect to economic activity, cultural and historic character, sense of community, and in-town residential uses that contribute to economic and social vitality.
- B. It is further declared to be a public benefit to encourage the rehabilitation of underutilized structures in the downtown as a means of encouraging growth of economic, residential, and municipal uses in a more compact pattern, in accordance with RSA 9-B.
  - 1. In instances where a qualifying structure is determined to possess no significant historical, cultural, or architectural value and for which the City Council makes a specific finding that rehabilitation would not achieve one or more of the public benefits established in Chapter 31, Section 7 to the same degree as the replacement of the underutilized structure with a new structure, the tax relief incentives provided under this chapter may be extended to the replacement of an underutilized structure in accordance with the provisions of this chapter.
- C. Short-term property assessment tax relief and a related covenant to protect public benefit as provided under this ordinance are considered to provide a demonstrated public benefit if they encourage the substantial rehabilitation and use of qualifying structures, or in certain cases, the replacement of a qualifying structure, as defined in this ordinance

#### Section 2 Tax Relief Authority

The City of Somersworth hereby adopts RSA 79-E in the manner specified under RSA 79-E:3. In addition, the City has modified the incentive program to best suit the needs of the City and its constituents.

In the interpretation and enforcement of this article, all words other than those defined specifically below shall have the meanings implied by their context in the ordinance or the ordinarily accepted meanings. For the purpose of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

#### Section 3 Definitions

**Covenant.** A formal and legally binding agreement or contract such as a lease, or one of the clauses in an agreement of this kind.

- C. The City Council will hold a duly noticed public hearing to take place no later than 60 days from receipt of an application, to determine whether the structure at issue is a qualifying structure; whether the proposed rehabilitation qualifies as substantial rehabilitation; and whether there is a public benefit to granting the requested tax relief and, if so, for what duration.
- D. No later than 45 days after the public hearing, the City Council shall render a decision granting or denying the requested tax relief and, if so granting, establishing the tax relief period.
- E. The City Council may grant the tax relief, provided:
  - 1. The City Council grant the request by a majority vote; and
  - 2. The City Council finds a public benefit under Chapter 31, Section 7; and
  - 3. The specific public benefit is preserved through a covenant under Chapter 31, Section 8; and
  - 4. The City Council finds that the proposed use is consistent with the municipality's master plan and development regulations; and
  - 5. In the case of a replacement, the City Council specifically finds that the Somersworth Historic District Commission has determined that the replaced qualifying structure does not possess significant historical, cultural, or architectural value, the replacement of a qualifying structure will achieve one or more of the public benefits identified in Chapter 31, Section 7 to a greater degree than the renovation of the underutilized structure, and the historical, cultural, or architectural resources in the community will not be adversely affected by the replacement.
- F. If the City Council grants the tax relief, they shall identify the specific public benefit achieved under Chapter 31, Section 7 and shall determine the precise terms and duration of the covenant to preserve the public benefit under Chapter 31 Section 8.
- G. If the City Council, in its discretion, denies the application for tax relief, such denial shall be accompanied by a written explanation. The City Council's decision may be appealed either to the board of tax and land appeals or the superior court in the same manner as provided for appeals of current use classification pursuant to RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith or discrimination.
- H. The City Council shall have no obligation to grant an application for tax relief for properties located within a tax increment finance district when the City Council determines, in its sole discretion, that the granting of tax relief will impede, reduce, or negatively affect:
  - 1. The development program or financing plans for such tax increment finance districts; or
  - 2. The ability to satisfy or expedite repayment of debt service obligations incurred for a tax increment finance district; or
  - 3. The ability to satisfy program administration, operating, or maintenance expenses within a tax increment financing district.

## **Section 5 Duration of Tax Relief Period**

- B. It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district in which the building is located; or
- C. It promotes development of compact and vibrant municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B.
- D. It increases non-subsidized residential housing in the Downtown Revitalization District.

## **Section 8 Covenant to Protect Public Benefit**

- A. Tax relief for the substantial rehabilitation or replacement of a qualifying structure shall be effective only after a property owner grants to the municipality a covenant ensuring that the structure shall be maintained and used in a manner that furthers the public benefits for which the tax relief was granted and as otherwise provided in this chapter.
- B. The covenant shall be coextensive with the tax relief period. The covenant may, if required by the City Council, be effective for a period of time up to twice the duration of the tax relief period.
- C. The covenant shall include provisions requiring the property owner to obtain and maintain a certificate of occupancy for the duration of the tax relief period.
- D. The covenant shall include provisions requiring the property owner to obtain casualty insurance, and flood insurance if appropriate. The covenant may include, at the City Council's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition of damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of provisions set forth in Chapter 31, Section 9.
- E. To protect public benefit, the City Council shall provide for the recording of the covenant with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property.
- F. The applicant shall pay any reasonable expenses incurred by the municipality in the drafting, review, and/or execution of the covenant. The applicant also shall be responsible for the cost of recording the covenant.

## **Section 9 Termination of Covenant; Reduction of Tax Relief; Penalty**

- A. If the owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided in Chapter 31, Section 8 D, the City Council shall, after a duly noticed public hearing, determine whether and to what extent the public benefit of the rehabilitation or replacement has been diminished and shall determine whether to terminate or reduce the tax relief period in accordance with such determination. If the covenant is terminated, the City Council shall assess all taxes to the owner as though no tax relief was granted, with interest in accordance with paragraph B.
- B. Any tax payment required under paragraph A shall be payable according to the following procedure:



approval of the application for tax relief of the qualifying structure that would have existed had the structure not been destroyed; or

- C. The tax relief granted under this chapter shall only apply to substantial rehabilitation or replacement that commences after the City Council approves the application for tax relief and the owner grants to the City Council the covenant to protect the public benefit as required in this chapter, provided that in the case of a qualifying structure which is a building destroyed by fire or act of nature, and which occurred within 15 years prior to the adoption of the provisions of this chapter by the City council, the tax relief may apply to such qualifying structure for which replacement has begun, but which has not been completed, on the date the application for relief under this chapter is approved.

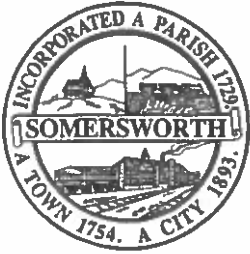
## **Section 14 Other Programs**

The provisions of this ordinance shall not apply to properties whose rehabilitation or construction is subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50 percent of construction costs from state or federal programs.

## **Section 15 Reserved**

This ordinance shall take effect upon its passage.

Passed 2/19/2013.



## *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, Police Chief  
Date: July 17, 2017  
Subject: Road Safety Audit Program-Route 16B

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As a result of the number of serious motor vehicle crashes at the intersection of Blackwater Road and Route 16B, we began to look into ways to improve the intersection in an effort to improve safety at that intersection. As a result, on June 8<sup>th</sup>, we were directed to Michelle Marshall, who is the coordinator of the Highway Safety Improvement Office. She made us aware of the New Hampshire Department of Transportation's "Road Safety Audit Program. This program is specific to State maintained roads that may qualify for reconstruction or repair as it relates to safety issues. There is an application process through the State, which has a due date of December 1<sup>st</sup>. Known as the "Improvement Application", the following are qualifiers that must be met for the application to be considered:

- Accurate and comprehensive traffic counts
- One fatality or serious injury at the intersection
- No projects completed in the last 5 years at the specified location
- No previous study stating that the countermeasures for the intersection are too expensive
- A completed application.

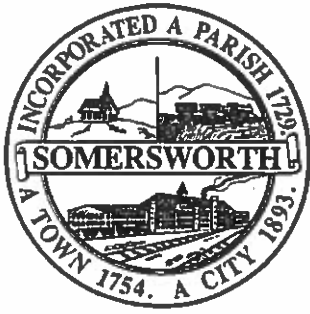
Coordinator Marshall also directed us to contact Colin Lentz of the Strafford Regional Planning Commission for assistance in compiling traffic counts for that intersection. Mr Lentz was contacted and agreed to assist in compiling comprehensive traffic counts at the intersection.

We have also been monitoring traffic on Route 16B utilizing the Wanko Speed Radar unit. The average traffic count of Route 16B in a seven day period is approximately

12,000 vehicles with an average speed of 41 miles per hour. The speed at the 85<sup>th</sup> percentile during the surveys was 46 miles per hour.

Finally, on July 13<sup>th</sup> Coordinator Marshall notified us that the intersection did not qualify for repair or improvement based on data that she was able to compile. She specifically stated that we did not meet the fatality or serious bodily injury criteria. We informed her of the number of serious accidents at the intersection, (44), in the last ten years, including a recent fatality. She asked that we send her those reports, that was done on July 18<sup>th</sup>.

We are now waiting to hear from Coordinator Marshall once she receives and reviews our data.



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Shanna B. Saunders, Director  
Community Development

To: Bob Belmore, City Manger  
Date: July 19, 2017  
Re: LWCF Grant

The City Park and Rec Department is interested in applying for a Land and Water Conservation Fund Grant. The City has received this grant before for both Noble Pines and Mast Point Dam. The grant is due August 11<sup>th</sup> and pays 50% with a 50% City match.

Our proposal this year is to submit a project for Jules Bisson park – one of our more urban parks, with infrastructure that has not been updated for many years and that serves the middle and lower income neighborhoods.

The proposal will include:

- Renovation of the basket ball court – one of the most popular features of the park
- Replacement of the aging playground – perhaps including a Hill-topper blue river theme
- Construction of a shade feature or pavilion
- Parking expansion

Projected cost of the grant proposal is approximately \$75K.

**From:** Bassett, Amy  
**Sent:** Friday, July 07, 2017 12:54 PM  
**Subject:** Press Release: Federal Grant Money Available for Recreational Projects

***For Immediate Release:***

## **Federal Grant Money Available for Recreational Projects**

**(Concord, NH)** The New Hampshire Division of Parks and Recreation announces Grant Round-Twenty Nine of the Land and Water Conservation Fund (LWCF).

The LWCF State and Local Assistance Program of the National Park Service (NPS) is intended to preserve and enhance opportunities for public outdoor recreation. Various levels of local government including cities, towns, counties, and school districts are eligible to apply for assistance and sponsor projects. Funds may be used for the development of facilities and/or acquisition of land for public outdoor recreation use. The program requires that sponsors commit to a minimum 50% share of total project costs, and maintain funded sites as public outdoor recreation areas in perpetuity. The New Hampshire Division of Parks and Recreation administers the program within the state.

Potential applicants must submit an "Intent to Apply" form with the Division by 4:00 PM, August 11, 2017. Forms, which provide program administrators with basic project information, are available on [nhstateparks.org](http://nhstateparks.org) under Community Recreation. The content of the submitted forms along with project site inspections will be evaluated for eligibility. Potential applicants whose project proposals are determined to be eligible will receive an invitation to apply including full application packets and further instructions.

For the 2017's Grant Round-Twenty Eight, eight municipal projects were selected totaling \$798,002.00 in funding requests. These projects are currently being reviewed by the NPS for final approvals.

### **About the Division of Parks and Recreation**

The Division of Parks and Recreation is comprised of the Bureau of Park Operations, Bureau of Historic Sites, Bureau of Trails, and Cannon Mountain. The Division manages 93 properties, including state parks, beaches, campgrounds, historic sites, trails, waysides, and natural areas. The Division of Parks and Recreation is one of three divisions of the Department of Natural and Cultural Resources. To learn more, visit [www.nhstateparks.org](http://www.nhstateparks.org), follow NH State Parks on Facebook and Twitter, or call 603/271-3556.

###

Amy Bassett, Deputy Director  
NH Division of Travel and Tourism Development  
p (603) 271-2665 | f (603) 271-6870 | [visitnh.gov](http://visitnh.gov)

**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

July 18, 2017

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Ordinance No. 25-17

Title: **ADD NEW CHAPTER 33, TREE ORDINANCE.**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced ordinance, after it passed a first reading. 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.

Date: 7/18/17

**MITCHELL MUNICIPAL GROUP, P.A.**  
City Attorney

by: 

**MITCHELL MUNICIPAL GROUP, P.A.**  
ATTORNEYS AT LAW  
25 BEACON STREET EAST  
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TELEPHONE (603) 524-3885  
FACSIMILE (603) 524-0745

July 18, 2017

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 01-18

Title: TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT  
AGREEMENT WITH THE NEW HAMPSHIRE DEPARTMENT OF  
SAFETY TO ESTABLISH A CITY CONTINUITY OF OPERATIONS PLAN  
IN THE EVENT OF AN EMERGENCY.

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: 7/18/17

By: 

**MITCHELL MUNICIPAL GROUP, P.A.**

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STEVEN M. WHITLEY

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

July 18, 2017

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 02-18

Title: TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH  
2-WAY COMMUNICATIONS, INC. OF NEWINGTON, NH FOR THE  
PURCHASE OF PORTABLE RADIOS FOR THE FIRE DEPARTMENT.

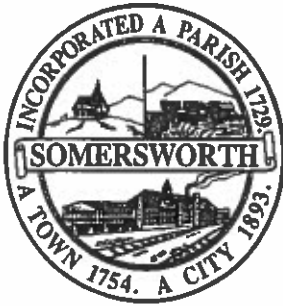
This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire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

**MITCHELL MUNICIPAL GROUP, P.A.**  
City Attorney

Date: 7/18/17

By: 





## MEMORANDUM

---

**To:** Bob Belmore, City Manager

**From:** Scott Smith, Director of Finance and Administration

**Date:** July 19, 2017

**Re:** Monthly Report

### Finance Department:

- Completed State required forms for FY17-18 adopted budget.
- Stared preparation for FY17 closing and annual audit
- Participated in Union Negotiations
- Bids:
  - Road Resurfacing bids due August 3, 2017.
  - RFP's for engineering of certain road projects in process and should be out soon.

### Treasurer's Report:

- General Fund cash on hand as of June 30, 2017 are attached to this report. Investments used for the period were short term certificates of deposit, money market account, NH Deposit Investment Pool, TD Bank, and a Citizen's Bank investment account.

### City Clerk:

- Prepared for and took minutes at two scheduled City Council meetings, various workshops, public hearings, and standing committee meetings during the month.
- Deputy City Clerk attended State MV training and now is certified to register vehicles.

- Total Receipts for the month were \$8,790.
- Permits:
  - 06/06/2017 Prime Storage Yard Sale
  - 06/13/2017 Som. Prevention Coalition Block Party
  - 06/21/2017 SFA – Concert and Fireworks
  - 06/30/2017 FOS – Ice Cream Social

#### Tax Collector:

- Motor vehicle registrations were a total of \$158,402 during the month.
- Property Taxes collected were \$10,562,383
- Collected \$5,985 for Municipal Transportation Fund during month.
- Total receipts for the month were \$11,931,278.
- 20 people used the drive-up window this month.

#### Human Services:

- Total assistance for the month was \$8,105. That compares to \$15,051 for the month of June 2016 and \$7,837 for May 2017.
- 5 new cases were opened compared to 5 in 2016.
- 15 cases were approved for varying levels of assistance, with 0 cases still pending and 5 cases denied. 28 cases were referred to other agencies for support.
- As a general note, we are starting to see a rise in the cost of rent. According to the NH Housing and Finance Authority, the vacancy rate in Strafford County is below 1%, and this is starting to increase the amount of rent which will eventually begin to increase the cost of general assistance.

#### Library

- The Friends had a book sale in May that was fairly successful.
- The Library had 15 programs and 3 weekly story time programs and continue with the regular book discussion group.

#### Information Technology

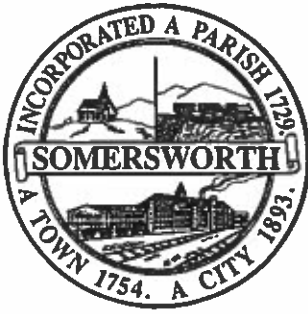
- Spent time in general server maintenance, checked systems, checked and cleared logs.

**Treasurer's Report.  
General Fund**

**Period Ending June 30, 2017**

General Fund Account	Balance	Rate	Maturity Date	Notes
G/F Checking	\$4,046,843	0.00%	N/A	Money available upon demand
Citizens Investment	\$8,082,682	0.45%	N/A	Money available upon demand
NHPDIP	\$2,503,435	0.85%	N/A	Money available upon demand
Profile Bank	\$249,374	0.35%	N/A	Money available upon demand
TD Bank	\$3,017,771	0.35%	N/A	Money available upon demand
Century Bank	\$1,013,736	0.50%	N/A	Money available upon demand
Century Bank	\$2,031,579	0.70%	10/20/2016	6 month CD

General Fund Interest Earnings	Period	Year to Date	Year to Date Anticipated	Variance Positive/(Negative)
Period Ending June 30, 2017	\$25,058	\$45,808	\$20,000	\$25,808



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## DEPARTMENT OF DEVELOPMENT SERVICES

Date: July 1, 2017, 2017

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

Re: June 2017 Monthly Report

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

- Zoning Board – June 7
- Conservation Commission – June 14
- Planning Board – June 21
- SRTC – June 7, June 14

And attended the following Special Meetings:

- Stein Park Meeting – June 22
- DES Stormwater Workshop – June 28
- Seacoast Stormwater Coalition – June 14
- NH Planners Association Annual Conference - June 5 – 6
- SRTC – Transportation Advisory Committee - June 2

### Office of Assessing- June:

- Assessing staff met with tax payers to discuss property appraisals and abatements
- The Assessing Office worked in conjuncture with the Tax Collectors Office to finalize and mail the spring tax bills.
- The Assessing Office compiled a list of all properties for sale in the City to begin Sales inspections for next month

**Property Maintenance and Code Enforcement Activity Report for June 2017**

Incident Location		Origin of complaint	Nature of Concern	Date of Complaint	Responsible person notified*	Compliance
98	high	DDS	Dumpster	6/2/17	CN	PENDING
20-30	Market	DDS	Sign(s)	6/2/17	CN & NOV	PENDING
90	High	DDS	Graffiti	6/1/17	NOV	PENDING
12-16	Highland	DDS	Trash	6/1/17	NOV	COMPLETED
0	Tri City	DDS	Grass	6/1/17	NOV	COMPLETED
446-448	High	DDS	Grass	6/1/17	NOV	COMPLETED
357	Main	DDS	Grass	6/1/17	NOV	COMPLETED
31	Waltons	DDS	Grass	6/1/17	NOV	COMPLETED
47	Maple	DDS	grass	6/1/17	CN	COMPLETED
85	Prospect	DDS	grass	6/1/17	CN	COMPLETED
32	Prospect	DDS	grass	6/1/17	CN	COMPLETED
8	Prospect	DDS	grass	6/1/17	CN	COMPLETED
41	Union	DDS	grass	6/1/17	CN & NOV	COMPLETED
47	Union	DDS	grass	6/1/17	CN & NOV	COMPLETED
67	Elm	DDS	grass	6/1/17	CN	COMPLETED
196	Tri-City Rd	DDS	grass	6/1/17	CN	COMPLETED
446-448	High	DDS	fence	6/1/17	CN	COMPLETED
177-179	High	DDS	Grass	6/1/17	NOV	COMPLETED
227	Rt. 108	DDS	Multiple housing violations	6/1/17	CN	PENDING
10	W. High	DDS	Grass	6/2/17	NOV	COMPLETED
46	Main	DDS	Grass	6/2/17	NOV	COMPLETED
13	Myrtle	DDS	Grass	6/2/17	NOV	COMPLETED
2	Morning	DDS	Grass	6/2/17	NOV	COMPLETED
4	Constitutional	DDS	Grass	6/2/17	NOV	COMPLETED
433	Rt. 108	DDS	grass	6/5/17	CN	COMPLETED
284	Main	DDS	grass	6/5/17	CN & NOV	PENDING
85	Washington	DDS	Parking lot/ retaining wall	6/5/17	CITATIONS	PENDING
65	Kelwyn Dr	DDS	grass	6/5/17	CN	COMPLETED
417	Old Rochester Rd	DDS	grass	6/5/17	CN & NOV	PENDING
1	Rowland	DDS	grass	6/5/17	CN	COMPLETED
56	Cornfield Dr	DDS	grass	6/5/17	CN	COMPLETED
30	Blackwater	DDS	Grass	6/6/17	NOV	PENDING
13	Kilda	DDS	Grass	6/6/17	NOV	COMPLETED
55	Cornfield Dr	DDS	trash	6/6/17	CN	COMPLETED
384	Rt. 108	DDS	Graffiti	6/6/17	NOV	COMPLETED
147	West High	DDS	trash	6/6/17	CN	COMPLETED
315	high	DDS	trash	6/6/17	CN	COMPLETED

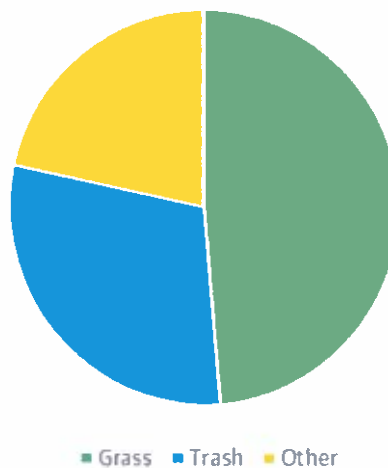
294	Main	DDS	trash	6/6/17	CN	COMPLETED
41-43	Franklin	DDS	trash	6/6/17	CN	COMPLETED
6	Wiggin's Ct	DDS	grass	6/6/17	CN & NOV	COMPLETED
11-13	Highland	DDS	grass	6/6/17	CN	COMPLETED
10	Chadwick Ln	DDS	grass	6/6/17	CN	COMPLETED
44	Pleasant	DDS	grass	6/6/17	CN	COMPLETED
245	Green	DDS	grass	6/6/17	CN	COMPLETED
3	Chadwick	DDS	Grass	6/7/17	NOV	COMPLETED
11	Chadwick	DDS	Grass	6/7/17	NOV	COMPLETED
23	Cass	DDS	Grass	6/7/17	NOV	COMPLETED
182	Green	DDS	Grass	6/7/17	NOV	COMPLETED
67	South	DDS	trash	6/8/17	CN & NOV	COMPLETED
222	Rt. 108	DDS	grass	6/8/17	CN	COMPLETED
3	Doelson	DDS	grass	6/8/18	CN	COMPLETED
13	Myrtle	DDS	trash	6/8/17	CN	COMPLETED
45-47	South	DDS	trash	6/8/17	CN	COMPLETED
36-38	South	DDS	trash	6/8/17	CN	COMPLETED
12	Guy	DDS	grass	6/8/17	CN	COMPLETED
11	Silver	DDS	grass	6/8/17	CN	COMPLETED
9	Silver	DDS	grass	6/8/17	CN	COMPLETED
132	Rt. 108	DDS	Grass	6/9/17	NOV	COMPLETED
17	Green	DDS	Grass	6/9/17	NOV	PENDING
11	Maloney	DDS	Grass	6/9/17	NOV	COMPLETED
90	High	DDS	trash	6/14/17	other	COMPLETED
198	Main	DDS	trash	6/15/17	CN	COMPLETED
78-80	Union	DDS	trash	6/14/17	CN & NOV	COMPLETED
3	Bennett	DDS	grass	6/14/17	CN	COMPLETED
5	Ben-Rich Dr	DDS	grass	6/14/17	CN	COMPLETED
324	Main	DDS	Grass	6/15/17	NOV	COMPLETED
3	Norcross	DDS	grass	6/15/17	CN & NOV	COMPLETED
4	Constitutional Way	DDS	Dumpster	6/16/17	Other	PENDING
322	High	DDS	grass	6/19/17	CN	COMPLETED
228	Main	DDS	trash	6/19/17	CN	COMPLETED
384	Main	DDS	trash	6/19/17	CN	COMPLETED
238	Main	DDS	trash	6/19/17	CN	COMPLETED
27	Second	DDS	grass	6/20/17	CN	PENDING
7	Second	DDS	grass	6/20/17	CN	COMPLETED
109	Indigo Hill Rd	DDS	grass	6/20/17	CN	COMPLIED
99	Indigo Hill Rd	DDS	Motor vehicles	6/20/17	Spoke w/ tenants	PENDING
105	Indigo Hill Rd	DDS	trash	6/21/17	CN	COMPLIED
44	Union	DDS	trash	6/21/17	CN & NOV	PENDING
62	Green	DDS	Protective treatments	6/22/17	CITATIONS	PENDING
19	Fremont	DDS	Protective treatments	6/22/17	CN	PENDING

22	Union	DDS	trash	6/22/17	CN & NOV	PENDING
19	Fremont	DDS	trash	6/22/17	CN	COMPLETED
86	Franklin	DDS	trash	6/22/17	CN	COMPLETED
65	Myrtle	DDS	trash	6/22/17	CN	COMPLETED
2	Morning	DDS	trash	6/22/17	CN & NOV	PENDING
10-12	School	DDS	trash	6/22/17	CN & NOV	PENDING
24	Union	DDS	trash	6/22/17	CN	COMPLETED
6	Union	DDS	trash	6/22/17	CN	COMPLETED
315	High	DDS	trash	6/22/17	CN	PENDING
20	Tri-City Rd	DDS	Sign(s)	6/22/17	Spoke w/ manager of Staples	PENDING
3	Pinewood Dr	DDS	trash	6/27/17	CN	COMPLETED
29	Franklin	DDS	grass	6/27/17	CN	PENDING
228	Main	DDS	trash	6/27/17	CN	PENDING
132	Rocky Hill Rd	DDS	trash	6/27/17	CN	COMPLETED
18	High	DDS	grass	6/27/17	CN	COMPLETED
64	West High	DDS	Grass	6/28/17	NOV	PENDING
72-76	Union	DDS	trash	6/29/17	CN	PENDING
48-50	Union	DDS	trash	6/29/17	CN	PENDING
14	Depot	DDS	trash	6/29/17	CN	PENDING
219	Green	DDS	Lack of hot water to apartments	6/30/17	NOV	PENDING
117	Green	DDS	Multiple housing violations	6/30/17	NOV	PENDING
466	High	DDS	Sign(s)	6/30/17	CN	PENDING

In addition to new complaints received, work continues on the Work in Progress (WIP) files from past months. Of the 67 pending complaints from May, 57 have been completed and 10 are still pending.

\*CN=Courtesy Notice; NOV=Notice of Violation

June Notices



**Building and Health Departments:**

**Major Building Permits Applied for in June 2017 Construction Costs and Fee**

Twelve Month LLC	\$185,000.00	\$1,490.00
Twelve Month LLC	\$35,000.00	\$360.00

**Minor Building Permits Applied for in June 2017:**

432	Rt. 108	\$1,050.00	\$20.00
21	Bourque	\$7,200.00	\$67.60
28	Buffumsville Rd	\$3,000.00	\$40.00
19	Curran Way	\$8,000.00	\$180.00
12	Blackwater Rd	\$3,800.00	\$48.00
109	Indigo Hill Rd	\$84,000.00	\$682.00
23	Works Way	\$85,000.00	\$690.00
75	Prospect	\$3,000.00	\$34.00
70	Bartlett Ave	\$2,942.00	\$34.00
450	High	\$8,000.00	\$74.00
7	Stackpole Rd	\$10,000.00	\$90.00
607	Sherwood Glen MHP	\$5,000.00	\$50.00
54	Crystal Springs Way	\$5,000.00	\$60.00
56	Crystal Springs Way	\$5,000.00	\$60.00
22	West High	\$3,500.00	\$38.00
28	Dudley Ct	\$1,100.00	\$25.00
140	Sherwood Glen MHP	\$50.00	\$25.00
14	Myrtle	\$10,000.00	\$90.00
187	Rt. 108	\$3,800.00	\$40.00
94	Union	\$7,000.00	\$66.00
49	Market	\$20,000.00	\$170.00
6	Wiggin's Ct	\$40,000.00	\$400.00
451	High	\$12,000.00	\$202.00
421	Old Rochester Rd	\$15,370.00	\$133.00
170	West High	\$4,000.00	\$50.00
7	Cinnamon Ridge Rd	\$50,000.00	\$410.00
125	Indigo Hill Rd	\$23,000.00	\$194.00



3	Cinnamon Ridge Rd	\$29,000.00	\$242.00
306	High	\$50.00	\$25.00
8	Alicia	\$1,000.00	\$25.00
60	Kelwyn Dr	\$500.00	\$25.00
75	Rocky Hill Rd	\$7,000.00	\$66.00
28	Lincoln	\$24,500.00	\$206.00
52	Mt. Auburn	\$12,465.00	\$110.00
154	Indigo Hill Rd	\$5,500.00	\$54.00
120	Indigo Hill Rd	\$3,000.00	\$34.00
29	Nash Pkw	\$6,000.00	\$58.00
28	Linden	\$300.00	\$25.00

PERMIT RECEIPTS						
	2014	2015	2016	2017	DIFFERENCE this year to last	% OF CHANGE
January	\$1,820.00	\$2,157.00	\$6,148.85	\$15,262.40	\$9,113.55	148.2%
February	\$3,864.00	\$2,408.00	\$4,440.00	\$9,170.40	\$4,730.40	106.5%
March	\$2,191.64	\$5,287.28	\$27,399.40	\$23,232.82	-\$4,166.58	-15.2%
April	\$4,768.15	\$8,277.80	\$6,608.52	\$6,269.89	-\$338.63	-5.1%
May	\$26,049.95	\$7,194.16	\$12,089.70	\$11,919.72	-\$169.98	-1.4%
June	\$24,286.88	\$4,234.80	\$5,107.95	\$9,902.40	\$4,794.45	93.9%
July	\$3,646.20	\$4,914.41	\$14,315.00		N/A	
August	\$6,156.50	\$6,829.37	\$5,197.60		N/A	
September	\$6,224.10	\$4,438.20	\$5,247.60		N/A	
October	\$6,880.63	\$4,652.40	\$10,448.80		N/A	
November	\$2,377.78	\$18,322.40	\$27,353.16		N/A	
December	\$2,338.80	\$7,886.00	\$6,633.66		N/A	
Year total	\$56,008.37	\$90,604.63	\$76,601.82	\$129,723.00	\$9,113.55	
Difference of change this year to last (completed months only)						

### Total Permits

ROW		2011	2012	2013	2014	2015	2016	2017	DIFFERENCE this month to last year's month	% OF CHANGE
4	January	42	34	31	26	30	33	51	18	54.5%
5	February	20	30	39	29	24	49	34	-15	-30.6%
6	March	27	29	44	29	48	71	78	7	9.9%
7	April	42	42	60	48	58	57	56	-1	-1.8%
8	May	77	43	65	66	55	60	92	32	53.3%
9	June	55	29	77	66	73	77	91	14	18.2%
10	July	54	51	54	47	51	89	0	N/A	
11	August	66	53	62	55	67	79	0	N/A	
12	September	53	51	72	67	69	69	0	N/A	
13	October	56	61	60	63	58	57	0	N/A	
14	November	61	36	50	47	64	49	0	N/A	
15	December	36	48	42	38	52	54	0	N/A	
16										
17	YTD Totals	589	507	656	581	649	744	85	-3	-88.6%
18	Difference of changed this year to last (completed months only)									
		9	507	656	58			85		3.7%

### Land Use Boards:

#### **Conservation Commission June 2017:**

At the regular meeting the Commission discussed the following:

- Review of the proposed new Tree Ordinance.
- Dave Francoeur, 31 Cole's Pond Road, Assessor's Map 49, Lot 16, CUP # 01-2017.  
Application for a conditional use permit to build a single family dwelling within the 100-foot wetland buffer was recommended to the Planning Board for approval. The Commission also did a site walk of this property.
- Riparian and Wetlands Buffer Ordinance rewrite.

#### **Historic District Commission June 2017:**

The Historic District Commission Ordinance Subcommittee and Boundary Subcommittee held workshop meetings to examine the ordinance and boundaries applicable to the HDC

At the regular meeting the Commission discussed the following:

- Breitling Holdings, LLC, 67 Elm Street, Assessor's Map 10, Lot 174, HDC # 03-2017.  
Application for a building renovation for apartments and commercial space was **approved**.
- Seeds of Faith, Inc., 21 Grand Street, Assessor's Map 11, Lot 17, HDC # 02-2017. Appeal of the condition of approval to replace the door was **approved**.
- Vibe Art Gallery, on behalf of 335-337 Main Somersworth, LLC, 67-73 High Street, Assessor's Map 11, Lot 63, HDC # 09-2017. Application to erect signs was **approved**.
- Luke Sweetman, 28-30 Linden Street, Assessor's Map 11, Lot 100, HDC # 08-2017.  
Application to repair brick and install two doors on the shed was **approved**.
- City of Somersworth Historic District Commission proposal to delete the current Section 14 Historic District in its entirety and replace it with a new Section 14 Historic District.
- City of Somersworth Historic District Commission proposal to amend the Zoning Ordinance to re-establish the boundary lines of the Historic District.

#### **Planning Board June 2017:**

At the regular meeting the Board reviewed the following:

- Goodwin Community Health, 311 Route 108, Assessor's Map 48, Lot 24E, SITE # 01-2017.  
Application for a building addition was **approved with conditions**.
- John Flatley, Tri City Road, Assessor's Map 39, Lot 03, SITE # 12-2015. Request for an extension of the approved site plan to build three apartments with associated site improvements was **approved** for 12 months.
- Breitling Holdings, LLC, 67 Elm Street, Assessor's Map 10, Lot 174, SITE # 04-2017.  
Request for a waiver from Section 13.8.b of the Site Plan Review Regulations regarding third party stormwater review was **tabled** until the July meeting as no one was present to represent the applicant.
- Dave Francoeur 31 Cole's Pond Road, Assessor's Map 49, Lot 16, CUP # 01-2017.  
Application for a conditional use permit to build a single family dwelling within the 100-foot wetland buffer **approved with conditions**.
- City of Somersworth proposed various amendments to the Site Plan Review Regulations. The Board held a public hearing on the proposal but decided for more amendments before approval.

#### **Zoning Board June 2017:**

At the regular meeting the Board reviewed the following:

- The DesMarais Family Revocable Trust, 230 High Street, Assessor's Map 14, Lot 18, ZBA # 03-2017. Request for a variance for an office space was tabled until the September Zoning Board meeting.
- Kenneth Faucher, 206 Green Street, Assessor's Map 08, Lot 78 & 79, ZBA # 04-2017. Request for variances to allow more than 2.5 dwelling units per acre was denied and variance for multi-unit dwellings was tabled until the July meeting so the applicant can amend their plans.
- Pamela & Alan DeVito, 7 Hawthorne Circle, Assessor's Map 48, Lot 24-1A, ZBA # 06-2017. Request for a variance from Table 5.A.1 of the Zoning Ordinance to build a garage within setbacks was approved.
- Angela Stebbins f/k/a Angela Skinner, 45-47 South Street, Assessor's Map 09, Lot 68, ZBA # 07-2017. Request for a variance from Table 5.A.1 of the Zoning Ordinance to allow a third unit on a lot that doesn't meet minimum lot area was approved.
- Roland & Donna Turcotte, 138 Rocky Hill Road, Assessor's Map 54, Lot 01, ZBA # 08-2017. Request for a variance from Section 10.G of the Zoning Ordinance for a residential development with no City sewer was approved.
- John J. Flatley, Tri City Road, in the Business (B) District, Assessor's Map 39, Lot 02 ZBA # 23-2013. Request for an extension of the approved variance to allow a new residential use on street level was approved for 12 months.

### **Parks and Recreation**

- Our Granite State Track and Field program was a huge success this year. We had 7 out of 14 of our team members qualify to participate in the State meet in Pelham, NH on Friday, June 23<sup>rd</sup>. Our 11-12 boys 4x100 relay team took first place and broke the State record. Somersworth was well represented this year and we look forward to the future of this program.
- Session 1 of the 2017 Kids Camp and Trends Camp summer programs began on Monday, June 26<sup>th</sup>. We offer two 4-week sessions for both camps with optional extended care allowing parents more convenient hours for drop off and pick up at camp. Session 1 will run June 26-July 21 and session 2 will run July 24- August 18. Both camps are housed at Noble Pines Park when they are not on field trips.
- 2017 Pee Wee Soccer registrations opened on June 1<sup>st</sup>. This is a beginner program for 3 and 4 year olds designed to teach the basic skills of soccer through fun games and drills. The early bird fee ends July 14 with the cost being \$45 residents/ \$55 non-residents. The program deadline is August 18<sup>th</sup> and after the early bird deadline the fee is \$60 residents/ \$70 non-residents.
- The new playground at Millennium Park has been installed but the playground will remain closed until the new shipment of woodchips come in. We anticipate the playground opening in the next couple of weeks.

## Rec Committee Meeting

7/18/17

### Program Updates:

#### **2017 Summer Camp-**

- Camp dates: Session 1- June 26- July 21/ Session 2- July 24- August 18
- Both Kids Camp & Trends Camp attend State Parks on Tuesday & Thursdays. Trends Camp attends special field trips on Fridays.
- Every week has a theme and our directors come up with fun activities and games that fit within the theme.



#### **Granite State Track & Field-**

- This program concluded with the State Championship meet on Friday, June 23<sup>rd</sup>. This year 7 out of 14 participants qualified to participate in the state meet. Our boys 11-12 division 4x100 relay team took 1<sup>st</sup> place & broke the state record. We also had 1 athlete take 1<sup>st</sup> place in all 4 events. Each year our track program grows and we're excited for the future of this program!



#### **2017 Pee Wee Soccer-**

- Registration opened in June and our early bird fee ended on July 14<sup>th</sup>. The registration deadline for this program is August 18<sup>th</sup>.
- Program is 6 weeks- Saturday mornings; Sept. 9-Oct. 21
- Costs: Early Bird Fee- \$45 residents/ \$55 non-residents (register by July 14) Fee after early bird deadline- \$60 residents/ \$70 residents.

Granite State Track & Field		
Boys 11-12 4x100 Meter Relay		
1 Somersworth	SOME A	59.56
2 Lebanon	LEBA A	1:01.4
3 Rochester	ROCH A	1:02.0
4 Wolfeboro	WOLF A	1:02.2
5 Exeter	EXET A	1:02.3
6 Plymouth	PLYM A	1:03.0

LYNX Live Results at [www.sstresults.com/gtlf](http://www.sstresults.com/gtlf)

### Park Updates:

#### **Millennium Park-**

- We are in the process of ordering additional woodchips to meet the guidelines for new playground surface material. This will increase the safety of our playground and help pass any future inspections. We anticipate the playground to open up in the next couple of weeks pending the delivery of our woodchips.

### MISC Updates:

#### **Park Vandalism-**

- During the months of May-July we have noticed an increase of vandalism/thefts in our parks. Some of these incidents are occurring during busy times when the park is full and our camp is going on at Noble pines. Some are happening in the evening. We will be reaching out to the Police Department to request additional support in monitoring the safety of our parks.



## **MEMORANDUM from Director Public Works & Utilities**

**TO:** Robert M. Belmore, City Manager

**DATE:** July 19, 2017

**SUBJECT:** Public Works Department Monthly Report for June/July, 2017

**FROM:** Michael Bobinsky, Director of Public Works & Utilities

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### **DIRECTOR'S COMMENTS**

**Highlights of the Department's activities during this reporting period are as follows:**

- Continued progress on LED street light conversion work with Affinity LED Light; 95% of all city street lights have been converted as of this report.
- Supported Food Truck Festival with street closure and equipment placement; provided feedback to the City Manager on the event.
- Supported the July 8 rescheduled Fireworks for the Children's Festival with street closure assistance including barricades and use of DPW equipment.
- Continued street sweeping work; over 90 % of entire City complete as of this report
- Started remaining pavement markings not completed by the City's lane painting contractor.
- Initiated the summer seasonal position in the Downtown area.
- Responded to potholes and sidewalk issues
- Conducted 3 burials and sold 1 family grave space in Forest Glade during July.
- Cemetery Trustees kicked off their Summer Sunday Afternoons at Forest Glade Chapel, 3 events planned over the summer months.
- Met with the Cemetery Trustees, new officers elected; new officers for the year include Mary Shaw, Chair, and Margaret Roberge, Vice Chair.
- Met with State DOT officials on the Transportation Alternative Program Grant in Concord, reviewed details of implementation procedures.
- Initiated Road Paving Bid documents; paving bids are due on August 3.
- Initiated RFP's for 3 complete streets design and engineering projects including Cemetery Road, Constitution Way and Main Street.
- Continued progress made with Indigo Hill Road reconstruction project; new replacement water line in to Davis Street, change order approved for added granite curbing on upper south side of the street near Green Street, base pavement scheduled for mid-July, final pavement later August.
- Participated in 2 Skyhaven Airport Revitalization Committee meetings.
- Completed recruitment for the new General Highway Foreman.
- Participated in the Seacoast Stormwater Meetings, Notice of Intent to comply with new stormwater permit is due this October.
- Responding to several request to address tree issues, including to remove or trim limbs.
- Participated in SRTC meetings to review development plans.



## **HIGHWAY DIVISION -**

### ***Operations/Maintenance:***

- Responded to potholes and request to repair sidewalks
- Continued with on-going street sweeping services
- Initiated road side mowing to improve sight distance for the traveling public
- Repaired sewer manhole on outer Indigo Hill Road, Second Street
- Repaired erosion at 3 Otis Road impacting a mail box.
- Initiated mowing at key open spaces.
- Provided trash removal services throughout the downtown area
- Conducted landscape maintenance in downtown flower beds, watered trees.

### ***Recreation:***

- Repaired several vandalized picnic tables from Noble Pines Park
- Responded to clean up needs at Mast Point Dam and at the Riverwalk Trail
- Provided litter removal service at Noble Pines, assisted the Rec Seasonal Staffer

### ***Cemetery:***

- Prepared 3 burials, coordinated burial services with designated funeral directors.
- Mowed open area adjacent to KS Avenue
- Conducted research on grave lots in the new section of KS Avenue.
- Met with Cemetery Trustees to tour cemetery grounds

## **WASTEWATER DIVISION**

### ***Operations/Maintenance:***

- Operating under the (MUCT) process which is used for our summer seasonal limits. This process is used to specifically treat phosphorus and ammonia nitrogen.
- Completed annual flow meter calibrations in accordance with EPA requirements.
- Completed semi-annual preventative maintenance on chlorine analyzers.
- Treated a total of 14,500 gallons of septage from residents not on city sewer.

### ***Compliance:***

- Prepared monthly reports to US-EPA and NH-DES.
- Reported one permit exceedance for the month of June. We experienced an effluent dissolved oxygen exceedance due to an aeration blower failure. The minimum requirement is 6.5mg/l and we reported a low of 5.6mg/l.
- Treated a total of 41-million gallons of wastewater during the month.

### ***Industrial Pretreatment Program:***

- Conducted annual inspection of Velcro, USA on 6/8/17. No issues or concerns to note.
- Conducted annual inspection of Tri-State Seafood's on 6/29/17. No issues or concerns to note.
- Conducted annual Industrial Pretreatment Program (IPP) sampling/analysis in accordance with EPA requirements. Analysis results showed all permitted industries within full compliance.

### ***Capital Improvements Plan Items:***

- Blackwater Rd pump station upgrade – Held a pre-construction meeting for the Blackwater Rd improvements project on 6/20/17. Underwood Engineers along with Apex Construction met with city staff and discussed the project as well as the time line.

Construction is expected to take place in September. The project will run 180 days from 6/26/17 to final completion.

- Wright -Pierce Engineering is continuing to collect data on plant operations in support of the Plant expansion and improvement project.

### **WATER DIVISION**

#### ***Items completed this month:***

- Conducted standard water quality testing
- Completed annual Consumer Confidence Report (CCR) and mailed to all customers
- Submitted completed back-up well data to NH DES as part of annual records.
- Pumped 46,078,813 gallons of raw water
- Filtered and pumped to the city 41,534,313 of finished water
- Lagoon #1 was cleaned out by RMI of Holderness NH and is now back on line, staff contributed to significant savings in material tonnage by drying out the material in advance of the cleanout.
- Fire Department changed the key in treatment plant knock box
- Received updated chemical pricing from Hach for Total Organic Carbon analyzer purchase
- Replaced all heads for masterflex pumps

#### ***Action items:***

- Purchase of new Hach Total Organic Carbon analyzer, which is used to monitor water quality parameters mandated by NHDES. .

### **WATER DISTRIBUTION**

- Water Distribution personnel responded to multiple service calls and provided contractor support at multiple construction sites including Sunningdale and Indigo Hill Road.
- Several new services were installed at Sunningdale and one two inch service was installed on Blackwater Road for the new Cumberland Farms store (under construction) at the corner of Blackwater Road and Route 108.
- All backflow flow devices at City owned buildings were inspected in June as part of our semi annual backflow inspection program.
- Late on the afternoon of June 8, 2017, a few customers on Ronwyn Drive were left without water for several hours after an excavator pulled a water line. The repair was complete and service was restored before 7:00PM.
- Several repairs were made to the "Splash Pad" at Noble Pines. The splash pad was put into service for the summer on June 14.
- Annual inventory count was completed.
- Water distribution coordinated and assisted in the repair of a waste water line at the WWTP, additional leaks were discovered and staff is seeking proposals for further repairs.
- Hydrant painting resumed the week of June 12, 2017. Requests to have a specific hydrant painted are welcomed. This request can be made by calling us at 692-6718.

## Bob Belmore

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**From:** Greg Kirchofer  
**Sent:** Monday, July 17, 2017 2:19 PM  
**To:** Bob Belmore; Michael Bobinsky  
**Cc:** Brenda Breda; Scott A. Smith  
**Subject:** RE: lead letter  
**Attachments:** Blank .docx

Bob / Mike,

Attached is the updated letter with all edits. Also below is the list's of residences that we will be mailing them out too.

11 Depot St  
15 Depot St  
223 Green St  
247 Green St  
277 Green St  
508 High St  
52 Kelwyn Dr  
55 Kelwyn Dr  
61 Kelwyn Dr  
325 Main St  
341 Main St  
342 Main St  
381 Main St  
5 Midway Pk  
12 Midway pk  
32 Midway Pk  
30 Union St

Regards,  
Greg K.

*Mayor/Council*  
*F4I*  
*BS*  
*7/20/17*

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**From:** Bob Belmore  
**Sent:** Friday, July 14, 2017 4:28 PM  
**To:** Michael Bobinsky  
**Cc:** Greg Kirchofer; Brenda Breda; Scott A. Smith  
**Subject:** RE: lead letter

Please see attached edits – please send me a list of sites too, thx

*Bob*

Robert M. Belmore, ICMA-CM  
City Manager  
City of Somersworth, NH  
office 603-692-9503  
direct 603-692-9502



## City of Somersworth

### DRINKING WATER TREATMENT FACILITY

One Government Way, Somersworth, NH 03878  
Delivery: 9 Wells Street

P: 603-692-2268  
F: 603-692-7427

July 14, 2017

City of Somersworth  
1 Constitution Way  
Somersworth, NH 03878

Dear Sir/Madame,

This letter is to inform you that the City of Somersworth Water Division, in compliance with the US Environmental Protection Agency's lead and copper regulations, will be conducting a compliance set of lead and copper samples during the month of September 2017.

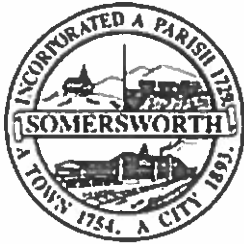
Over the years the water division has completed many tests and has utilized multiple processes to reduce lead exposure, including completion of a new pretreatment system at the water treatment facility. At the present time the process which appears to be the most effective in reducing the exposure to lead and copper is, the addition of a blended phosphate chemical. The product, when injected into the water system, forms a thin protecting film on the piping material in the distribution system, but more importantly on the plumbing system in your house where the majority of lead and copper is introduced into your drinking water. Because of the corrosive nature of water in the New England area, it will, over a period of time leach (dissolve) the metals in the plumbing systems, such as lead (solder, brass fixtures) and copper pipes.

In a continuing effort to identify potential lead exposure in our system, your residence has been selected for testing. The site selection criteria are completely based on the age of your residence for the testing. We are requesting your assistance to participate during the month of September. Please let us know at your earliest convenience if you would be willing to participate.

Should you have any questions or need additional information, please contact me at (603)692-2268 or by e-mail at [gkirchofer@somersworth.com](mailto:gkirchofer@somersworth.com).

Your assistance would be greatly appreciated!

Sincerely,  
Greg Kirchofer, Chief Water Treatment Plant Operator  
Somersworth Water Division  
(603)692-2268



## *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: July 18, 2017  
Subject: Monthly Report – Month of June 2017

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Bob:

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

### **COMMUNITY POLICING:**

- The community had several major events this month: The Children's Festival, Topper 5K Run and the Food Truck Festival. The events were well attended and shone a positive light on the City.
- Somersworth hosted the Strafford County Chiefs Association meeting with agencies attending from the US Attorney's Office, the New Hampshire Attorney General's Office, Strafford County Attorney's Office, the FBI and law enforcement representatives from Strafford County.

### **PERSONNEL/TRAINING:**

- Alex Mulcahey was sworn in as a police officer on June 12<sup>th</sup>. He is currently in field training and has been enrolled in the 174<sup>th</sup> Police Academy that begins on 8/28/17.
- Anthony McKnight was promoted to the rank of Sergeant in the Patrol Division effective 5/28/17.
- Officers attended training in the following areas: Active Shooter Incident Management (ASIM), Tactical Patrol Supervisor at the Sig Sauer Academy and Terrorism Related Officer Safety Strategies.



# City of Somersworth

## Fire Department

195 Maple Street – Somersworth, NH 03878-1594



**Keith E. Hoyle**  
Fire Chief & Emergency Management Director  
[khoyle@somersworth.com](mailto:khoyle@somersworth.com)

**Business: (603) 692-3457**  
**Fax: (603) 692-5147**  
[www.somersworth.com](http://www.somersworth.com)

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### JUNE 2017 MONTHLY REPORT

#### EMERGENCY ACTIVITIES

Building Fires:	4
Vehicle Fires:	0
Outside Fires:	3
Emergency Medical:	61
Motor Vehicle Crash:	9
Malfunction/false alarm:	7
Accidental/public service:	47
Hazardous Condition:	2
Hazardous Materials:	3

#### NON-EMERGENCY ACTIVITIES

Burning Permits:	75
Fireworks Permits:	14
Oil Burner Permits:	1
Place of Assembly Permits:	2
Fire Safety Inspections:	31
Fire Drills:	7

#### CALLS FOR SERVICE

- We responded to 27 more emergency calls this June (136) than in June 2016 – an increase of 25%.
- There was a \$75,000 fire at 79 Colonial Village caused by an unattended candle on June 11. There were no injuries but 3 cats were saved.
- We responded to mutual aid fires in Dover, Newington and Sanford ME.
- American Ambulance continues to provide excellent EMS services to the city with an average response time that is approximately 4 minutes.

#### PLANNING/PROJECTS/GRANTS

- Working with HR Department to advertise and hold career firefighter hiring process. This will establish a “hiring list” for the next 18-24 months.
- Attended various meetings relative to the Food Truck event to be held in the city on June 18.



- Attended “Children’s Festival” meeting for city services.
- Call Force Crew Chiefs to be interviewing several call firefighter candidates.
- Notified by NH HSEM Department that the city has received a \$5,500 FEMA grant to establish “Continuity of Operations” for city services in the event of a man-made or natural disaster that cripples city services.
- Awaiting information from Cornerstone VNA on a plan to refer elderly to an agency when we encounter issues on EMS or fire calls.
- Witnessed test of fire protection system at the new Dairy Queen.

### **TRAINING/MEETINGS**

- One call firefighter graduated from Firefighter I/II course.
- One call firefighter still attending FF II training in Greenland.
- We continue to train 4 new career firefighters on shift.
- American Ambulance conducted EMS training on shift.
- Attended annual “Homeland Security” conference in Manchester.
- Attended SRTC, Traffic Safety and Seacoast Fire Chiefs meetings.
- Met with Strafford County EMDs in conjunction with the “Ready Strafford” organization.

### **COMMUNITY SERVICE**

- Attended the Jeni Mosca “Tree Planting” at SAU 56
- Provided “Fire Safety House” at the Children’s Festival
- Inspected 20 food trucks and provided a fire detail at the Food Truck event in the downtown on June 18
- Attended “Drug Task Force” meeting

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

**SOMERSWORTH FIRE DEPARTMENT**

July 5, 2017

TO: Robert M. Belmore  
FROM: Chief Hoyle  
RE: July 4 Fireworks Detail

Last year the July 4 fireworks displays around the city resulted in complaints lodged with the City Council. One suggestion made was to have call firefighters trained and “patrol” the city to “educate” those without Permits or those firing off after 12:30am which is prohibited by city ordinance.

Call firefighters Roach, Stinson, Turner and Wiggins were trained relative to NH permitted fireworks at Hilltop Fireworks and deployed in 2 vehicles at 10:30pm last night. The Police were informed in the event they would be needed.

I am pleased to report that they did not encounter ANY illegal fireworks: non-Permitted displays: or anyone that fired off after 12:30am.