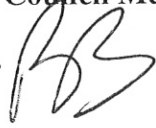




CITY OF SOMERSWORTH Office of the City Manager

TO: Mayor Matthew Spencer and City Council Members

FROM: Robert M. Belmore, City Manager 

DATE: Friday, July 12, 2013

SUBJECT: City Manager's Report for Monday July 15, 2013
City Council Agenda

6:15 p.m. Public Hearing

Ordinance No. 16-13 Amend Chapter 19, Zoning Ordinance, Section 25 – Definitions
Ordinance No. 17-13 Amend Chapter 19, Zoning Ordinance – Table of Uses, Table 4.A.5
Director Sharples will give an explanation on the proposed changes.

6:30 p.m. Public Hearing

**Ordinance No. 18-13 Supplemental Appropriation for the Purchase of the Former
Somersworth Police Station.**

Unfinished Business (under Section 13 of Agenda)

Ordinances:

- A. Ordinance No. 16-13 Amend Chapter 19, Zoning Ordinance, Section 25 – Definitions.** These changes are recommendations from the Planning Board. The proposed amendments are also aimed at addressing certain goals of the City Council and are consistent with the City Master Plan.
- B. Ordinance No. 17-13 Amend Chapter 19, Zoning Ordinance – Table of Uses, Table 4.A.5.**
See comments noted under Ordinance No. 16-13.
- C. Ordinance No. 18-13 Supplemental Appropriation for the Purchase of the Former Somersworth Police Station.** A two-thirds vote of City Council will be required to pass this appropriation. Should City Council approve the appropriation, further authorization should be provided to move forward with the purchase of this property. This authorization can be approved at the August 15th Council meeting.

New Business (under Section 14 of Agenda)

Resolutions:

- A. **Resolution No. 1-14 Authorizing the City Manager to Sell City Tax Deeded Property at 425 Main Street, and 213 West High Street.** The Finance Committee met on July 10th and recommends full Council support. Attached is a copy of the outstanding property taxes due on each property.
- B. **Resolution No. 2-14 Election to Exclude Remuneration Paid to Election Officials and Election Workers from the Social Security and Medicare Tax to the Maximum Amount Allowable by Law.** Attached is a memo from Finance Director Smith that explains the rationale for this action, which has the support of the Finance Committee.
- C. **Resolution No. 3-14 To Notify the City Tax Collector that the City Council Shall not Accept a Tax Deed on Certain Property Subject to an Unredeemed Tax Lien, said Property Formerly Known as Breton's Cleaners Located at 1 Winter Street.** This is the former Breton's Cleaners contaminated site that is under a NH DES clean up mandate. The City would retain the option to accept this deed at any time.

Other:

- A. **Vote to Send Charter Amendments to the November 5, 2013 Ballot.** These recommended Amendments are supported by the Government Operations Committee. They have been reviewed by the City Attorney. State agencies have approved most of the Amendments; we are waiting on their approval regarding the filling of vacancies for City Council and School Board seats.
- B. **Vote to Authorize the City Manager to Request Permission from NH Division of Historical Resources to Disturb a Burial Plot at the Forest Glade Cemetery per NH RSA 635.6. and upon Approval to Take the Necessary Steps to Correct a Burial Mistake.** Staff has worked out arrangements with the family to correct this unfortunate mistake. The Cemetery Trustees are in support, however, state law requires the Governing Body to authorize any such disturbance. I have attached a copy of the State RSA.
- C. **Vote to Authorize the Mortgage Subordination Agreements Between the City and Queensbury Mill Limited Partnership, and to Subordinate the Mortgage to TD Bank, N.A. and to Authorize the City Manager to Sign the Necessary Documents to Complete this Action.** The Finance Committee met with Somersworth Housing Authority (SHA) officials and their attorney. The Finance Committee supports approval. I have attached a copy of the memorandum from the SHA attorney, Ken Viscarello, Esq.
- D. **Discussion Regarding Future Use or Sale of City Acquired Tax Deeded Property at 28 Green Street (Map 10, Block 178), Request of Finance Committee.** Attached is a copy of the property taxes owed.
- E. **Discussion Regarding City Use of Chemicals to Include Roundup for Weed Control (City Sustainability Practices), Request of Public Works & Environment Committee.** Attached is a copy of an article on round-up that was distributed to the Finance Committee at their 7/10/2013 meeting by Councilor Jennifer Soldati.

F. Discussion Regarding Horne Street, The Possible Public Benefit of Transferring Ownership of a Portion of the Public Way to an Abutting Business, Request of Finance Committee.

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

A. Informational Items:

- 1. Request for Proposals-Architect/Engineering Services for Former Hilltop School Building.** Attached is a draft Request for Proposal that the Economic Development Committee will review at their July 17th meeting. Pending any further direction, the draft Request for Proposal will be listed on the August 15th agenda for a Council vote so we can move forward with the Request for Proposal solicitation.
- 2. Budgeted Public Works Department Drainage Projects.** Attached is a memorandum from City Engineer Joe Ducharme with the suggested timelines for implementation along with my Memorandum that indicates I will be moving forward with staff on the Maple St. and Buffumsville Rd. projects. This will include specific engineering task agreements with CMA Engineers to complete work such as surveying and wetlands permitting. Actual construction would take place pending FY 2015 budgeting approval for these projects.
- 3. Downtown Infrastructure Bond Project.** Attached is a summary from HTA Engineers of interested bidders to date, as well as the project's bid award timeline. Project construction should start in late summer. I will be asking City Council to waive rules to award contracts at the August meeting; one for a contractor/construction and one for HTA Engineers continued project oversight.
- 4. Human Resource Manager Position.** I have attached a job description that was completed with the assistance of the Government Operations Committee and a Draft employment advertisement. I will be moving forward to fill this position with a projected starting date to be determined sometime around early October, 2013. As you will recall this new position was funded for approximately eight (8) months for this fiscal year; as we move forward it will be funded for the full twelve (12) months of each fiscal year.
- 5. Police Department Grant.** Attached is a copy of a Regional County Grant that was awarded our Police Department in the amount of \$10,153.80. I have approved acceptance of this award for equipment to be purchased under this Law Enforcement Equipment and Technology Improvement Program (JAG Award). I extend our thanks and appreciation to County Sheriff Dave Dubois and his staff as well as to Chief Crombie and his staff for securing these available grant funds.

B. Attachments:

1. City Attorney Certifications (3).
2. Department Head Reports.
3. Employee Newsletter.

Resolution No. 1-14

07/15/2013

RESOLUTION NO. - 14 AUTHORIZING THE CITY MANAGER TO SELL CITY TAX
DEEDED PROPERTY AT 425 MAIN STREET, 213 WEST HIGH STREET, AND 28 GREEN
STREET.

Somersworth, NH
July 15, 2013

WHEREAS, the City of Somersworth has acquired the following parcels of property through tax deed,

- 425 Main Street, Map 5 Block 1
- 213 West High Street, Map 49 Block 3
- 28 Green Street, Map 10 Block 178

*discussion item -
deleted by financial
commitment
spursors*

and

WHEREAS, after a review of the aforementioned there has been no determined municipal need for the property and it may be considered surplus,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to sell these surplus city properties by any means determined to be in the best interest of the City.

Introduced by Councilors

Robin S. Jarvis
Dale R. Sprague
Jennifer Soldati

Approved:

City Attorney

*Fin. Comm. Mtg.
07-10-13*



425 MAIN ST



Patriot Properties Inc.

PROPERTY LOCATION

No	Alt No	Direction/Street/City
425		MAIN ST, SOMERSWORTH

OWNERSHIP

Owner 1:	CITY OF SOMERSWORTH
Owner 2:	
Owner 3:	
Street 1:	1 GOVERNMENT WAY
Street 2:	
Town/City:	SOMERSWORTH
St/Prov:	NH
Postal:	03878-3248
County:	
Own Occ:	N
Type:	

PREVIOUS OWNER

Owner 1:	TOWER TIMOTHY A SR -
Owner 2:	
Street 1:	PO BOX 770
Town/City:	CONCHO
St/Prov:	AZ
Postal:	85924
County:	

NARRATIVE DESCRIPTION

This Parcel contains 2.6 ACRES of land mainly classified as MUNICPL with a(n) OLD STYLE Building Built about 1800, Having Primarily CLAPBOARD Exterior and ASPHALT SH Roof Cover, with 2 Units, 2 Baths, 0 HalfBaths, 0 3/4 Baths, 9 Rooms, and 5 Bdrms.

OTHER ASSESSMENTS

Code	Description	Amount	Com. Int

IN PROCESS APPRAISAL SUMMARY

Use Code	Building Value	Yard Items	Land Size	Land Value	Total Value	Legal Description	User Acct
903	109,700	37,200	2.600	72,300	219,200 H9		
Total Card	109,700	37,200	2.600	72,300	219,200	Entered Lot Size	
Total Parcel	109,700	37,200	2.600	72,300	219,200	Total Land:	
Source:	Market Adj Cost	Total Value per SQ unit /Card:	132.05	/Parcel:	132.05	Land Unit Type:	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cal	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Assesd Value	Notes	Date
2012	013	FV	109,600	37,200	2.6	72,300	219,100	219,100		11/21/2012
2011	013	FV	99,400	34,400	2.6	72,300	206,100	206,100	Year end roll	1/27/2012
2010	013	FV	99,400	34,400	2.6	72,300	206,100	206,100	Year End Roll	1/7/2011
2009	013	FV	99,400	34,400	2.6	72,300	206,100	206,100		2/9/2010
2008	013	FV	115,300	40,000	2.6	107,400	262,700	262,700	Year End Roll	2/18/2009
2007	013	FV	115,300	40,000	2.6	107,400	262,700	262,700	Year End Roll	12/21/2007
2006	013	FV	115,300	40,000	2.6	107,400	262,700	262,700	Year End	1/19/2007
2005	013	FV	115,300	40,000	2.6	107,400	262,700	262,700	Year End Roll	3/3/2006

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Assoc PCL Value	Notes
TOWER TIMOTHY A	4073-0091		11/20/2012	GOVT AGENCY	0	No	No			
MCGLONE PATRICI	1840-156		12/29/1995		155,000	No	No			
MCGLONE PATRICI	1805-626		6/5/1995		100,000	No	No			
	1474-464		10/6/1989		90,000	No	No			

TAX DISTRICT

PAT ACCT.

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment
6/7/2012	E-2012-045	ELECTRIC	75 C					
10/4/2011	M-11-57	MANUAL						LP TANK
7/1/1994	15	MANUAL	3,500					ABV POOL
3/1/1994	147	MANUAL	4,500					32X26 GAR
2/1/1993	755	MANUAL	10,500					RENEW/BARN
10/1/1992	650	MANUAL	1,500					REP BARN

ACTIVITY INFORMATION

Date	Result	By	Name
4/4/2013	PERMIT VISIT	748	B HATHORN
12/14/2011	PERMIT VISIT	742	TIM COURNOYE
10/2/2009	FIELD REVIEW	743	RON DOYON
1/24/1995	FIELDREV CHG	736	SHIPLEY WHIT
12/8/1993	FIELDREV CHG	736	SHIPLEY WHIT
2/27/1992	MEAS+INSPCTD	188	SHEILA RICE

Sign: VERIFICATION OF VISIT NOT DATA

PROPERTY FACTORS

Item Code	Descrp	%	Item	Code	Descrp
Z R1	R1	100	U	3	WATER
0			t	A	SEPTIC
n			l		
Census:			Exmpt		
Flood Haz:					
D 5	5	100	Topo		
s			Street		
t			Traffic		

LAND SECTION (first 7 lines only)

Use Code	Description	LUC	No of Units	Depth / PricelUnits	Unit Type	Land Type	LT	Base Value	Unit Price	Adj	Neigh	Neigh	Intf 1	%	Intf 2	%	Intf 3	%	Appraised Value	Alt	%	Spec	J	Fact	Use Value	Notes
903	MUNICPL		43560		SQUARE FEET			0	1.49	0.979	XA	1.00	RD CDN	-5	USE	3			63,509						63,500	
903	MUNICPL		1.6		ACRES	EXCESS		0	5,000.	1.100	XA	1.00							8,800						8,800	

Total AC/Ha:	2.600000	Total SF/SqM:	113255.99	Parcel LUC:	903	MUNICPL	Prime NB Desc:	MIXED AV	Total:	72,309	Spl Credit:	Total:	72,300
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213 West HIGH ST

Tower Properties as of July 2, 2013

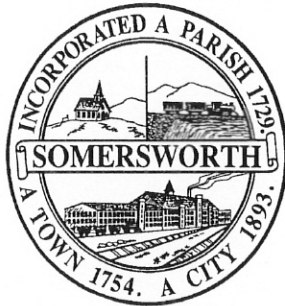
2012 Equalization Rate 108.8

425 Main St map-lot 5-1

Tax Year	2013	2012-1	2012-2	2011	2010	2009	
principal	3,170.00	3,049.00	3,292.00	6,222.29	6,013.79	5,838.34	
interest		366.00	227.88	1,258.43	2,447.67	3,204.71	
costs		0.00	0.00	29.00	45.25	74.00	
Total Taxes	3,170.00	3,415.00	3,519.88	7,509.72	8,506.71	9,117.05	35,238.36
Penalty	(219,100/108.8%) x 15 %						30,206.80

213 W High St map-lot 49-3

Tax Year	2013	2012-1	2012-2	2011	2010	2009	
principal	3,826.00	3,679.00	3,973.00	8,081.79	7,843.13	7,784.52	
interest		442.86	276.41	1,635.07	3,191.45	4,272.98	
costs		0.00	0.00	29.00	29.00	74.00	
Total Taxes	3,826.00	4,121.86	4,249.41	9,745.86	11,063.58	12,131.50	45,138.21
Unpaid Utilities	calculated to 07/02/2013 only						611.82
Penalty	(264,400/108.8%) x 15%						36,452.21
						Parcel Total	82,202.24



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: July 11, 2013

Re: Resolution 2-14 – Election to Exclude Election Worker's Pay from Social Security and Medicare Tax

Resolution 2-14 would exclude wages paid to election officials and election workers from both Social Security and Medicare Tax for both the employer (City) and employee.

The City has excluded these wages from this tax for a number of years, however, during a recent audit conducted by the Internal Revenue Service we discovered that the City of Somersworth adopted a resolution in 1978 exempting wages paid to election officials and election workers for services in an amount less than \$50 per calendar quarter.

Current law allows the governing body to elect to exclude up to \$1,600 of this pay annually. The benefit is a savings to both the employer and employee, and it brings us in compliance with our current procedure.

It is important to point out however, that should this resolution be adopted, it would be effective the 1st day of the following calendar year which is January 1, 2014. Any wages paid for elections occurring this year will have to comply with the resolution as adopted in 1978.

Please let me know if you have any questions or need any additional information.

City Council Meeting
07/15/2013

TITLE LXII

CRIMINAL CODE

CHAPTER 635

UNAUTHORIZED ENTRIES

Cemeteries, Burial Grounds, Gravestones

Section 635:6

635:6 Interference With Cemetery or Burial Ground. –

I. No person, without the written authorization of the owner of a burial plot, or the lineal descendant of the deceased, if such owner or lineal descendant is known, or the written authorization of the governing board of the municipality in which the burial plot lies, if the owner or lineal descendant is unknown, shall:

(a) Purposely or knowingly destroy, mutilate, injure or remove any tomb, monument, gravestone, marker, or other structure, or any portion or fragment thereof, placed or designed for a memorial of the dead, or any fence, railing, gate, curb, or plot delineator or other enclosure for the burial of the dead.

(b) Purposely or knowingly disturb the contents of any tomb or grave in any cemetery or burial ground.

II. The governing board of the municipality in which the burial plot lies shall not grant approval for the removal or disturbance of a tomb, monument, gravestone, marker, or plot delineator without first giving 30 days' notice, along with a report of the full circumstances, to the division of historical resources, that such approval has been requested. The governing board of the municipality shall maintain a record of the date, circumstances, and disposition of the request for removal or disturbance.

Source. 1987, 107:1, eff. May 6, 1987.

City Council Meeting

07/15/2013

SHEEHAN PHINNEY BASS + GREEN, PA

Memo

To: Bob Belmore, City of Somersworth
From: Sheehan Phinney Bass + Green, PA
Date: July 2, 2013
Re: Queensbury Mill; Request for Mortgage Subordination

Sheehan Phinney Bass + Green, PA is representing Somersworth Housing Authority ("SHA") in connection with a loan to Queensbury Mill Limited Partnership ("Queensbury Mill") from TD Bank in the amount of \$450,000. The SHA currently owns one percent (1%) of Queensbury Mill and is in the process of acquiring the other 99% interest. In connection with our representation, we searched the title to the property owned by Queensbury Mill and found two (2) undischarged mortgages in favor of the City of Somersworth, one in the amount of Three Hundred Seven Thousand Dollars (\$307,000.00) and the second in the amount of Eighty Seven Thousand Dollars (\$87,000.00).

These mortgages were given in 1996. For background, the first owner of development was foreclosed on in 1993. HUD bought the property at the foreclosure sale and then sold it to the New Hampshire Housing Finance Authority and the New Hampshire Housing Finance Authority sold it to Queensbury Mill in 1995. In 1996, in addition to the two (2) City of Somersworth loans, Queensbury Mill got two loans in the aggregate amount of \$1,383,076 from New Hampshire Community Reinvestment Corp ("NHCRC") (assigned to Citizens the same day). The two (2) City loans were subordinate to those loans from the NHCRC. All of the loans were used for the rehabilitation of the Queensbury Mill to provide 24 units of housing for low and moderate elderly households and for a congregate housing services program for the tenants.

We were not representing Queensbury Mill at that time. We have, however, reviewed the Mortgage Notes, each dated September 11, 1996 (copies of which are attached hereto) as well as some related documents. As you can see, the notes are non-interest bearing and the first payment is not due until 2026. They were issued as part of the Community Development Block Grants ("CDBG") program. This is a HUD program where the money was distributed by HUD to the New Hampshire Office of State Planning (now money is distributed to the Community Development Finance Authority for NH). The Office of State Planning then granted money to the municipality and the municipality then "loaned" the money to the project for the purposes noted above. These public finance loans

are considered "soft" loans because they are not due for 20-30 years and are always subordinated to the larger loans made by private institutions that provide the bulk of the money needed for the project.

The new loan from TD Bank in the amount of \$450,000.00 will be used for capital improvements and other uses to benefit the Queensbury Mill project, and the lender requires that its loan be secured by a first mortgage, just as the New Hampshire Community Reinvestment Corp/Citizens required a senior priority mortgages in 1996. In order to give TD a first mortgage, the SHA is asking the City of Somersworth to subordinate it's 2 existing mortgages to the new TD loan.

\$87,000

September 11, 1996

QUEENSBURY MILL LIMITED PARTNERSHIP

MORTGAGE NOTE

For value received the undersigned, Queensbury Mill Limited Partnership, a New Hampshire limited partnership ("Borrower") hereby promises to pay to the City of Somersworth the sum of Eighty Seven Thousand Dollars (\$87,000), without interest for the thirty year period commencing with the date hereof. The principal hereof shall be payable in three hundred sixty (360) consecutive equal monthly installments of Two Hundred Forty One Dollars and Sixty Seven Cents (\$241.67), the first such installment to be payable on August 26, 2026, and then monthly thereafter, with the right on the part of the Maker to anticipate payments in any amount at any time without penalty. PROVIDED, HOWEVER, the entire amount of this obligation, principal and interest, shall become due and owing upon demand by the City of Somersworth in the case of an Event of Default by Borrower of any of the terms or conditions of Grant Agreement between the City of Somersworth and the State of New Hampshire Office of State Planning (the "Grant Agreement") that are applicable to the Borrower. PROVIDED, FURTHER, that the entire amount of this obligation, principal and interest, shall become due and owing upon demand by the City of Somersworth in the event Borrower commits an act of default of any of the terms or conditions of the Mortgage and Security Agreement which secures the indebtedness of which this Mortgage Note is evidence.

Presentment, demand, notice, protest and all of the demands and notices of any kind are hereby waived by the borrower.

The failure of the holder of this Mortgage Note, in the event of a breach of the terms hereof for of the Mortgage Deed and Security Agreement which is security for this Mortgage Note, or the VCDP Loan Agreement pursuant to which this loan was made, to exercise any option available to it that arises out of such breach will not constitute a waiver by the holder of its right to exercise such options in the event of any other breach.

The maker, drawers and endorsers hereby severally waive the statute of limitations and waive presentment for payment, protest and notice of protest and non-payment of this note, and in case of its non-payment at maturity, severally agree to pay a reasonable attorney's fee for its collection.

NON-RECOURSE PROVISION. Notwithstanding any of the foregoing terms or conditions of this Mortgage Note, the Grant Agreement, or the terms and conditions of any mortgage deed, security agreement or other collateral document securing this Mortgage Note, in the event of a default hereunder, the Holder hereof expressly and specifically covenants and agrees that (i) no partner, general or limited, of the maker shall have any personal liability to pay any of the principal of or interest on the debt of which this Mortgage Note is evidence, (ii) the Holder will not collect or attempt to collect any of the sums due hereunder, including any deficiency judgment, from any of the Borrower's partners, general or limited, and (iii) that the Holder will look solely to the property, real and personal, described in the Mortgage and Security Agreement which secures the indebtedness of which this Mortgage Note is evidence of the satisfaction of the same. This Mortgage Note and Mortgage and Security Agreement which secures this Mortgage Note are intended to be non-recourse liabilities as defined in Treasury Regulation § 1.752-1 (a) (2) and shall be construed consistently therewith.

This note is secured by a Mortgage and Security Agreement of one building and the contents thereof, together with the Borrower's leasehold interest in the land on which the building is located, all known as the Queensbury Mill, located at 1 Market Street in the City of Somersworth, New Hampshire.

Executed at Somersworth, New Hampshire this 11th Day of September, 1996.

Queensbury Mill Limited Partnership

By: 
Duly authorized agent

\$307,000

September 11, 1996

QUEENSBURY MILL LIMITED PARTNERSHIP

MORTGAGE NOTE

For value received the undersigned, Queensbury Mill Limited Partnership, a New Hampshire limited partnership ("Borrower") hereby promises to pay to the City of Somersworth the sum of Three Hundred and Seven Thousand Dollars (\$307,000), without interest for the thirty year period commencing with the date hereof. The principal hereof shall be payable in three hundred sixty (360) consecutive equal monthly installments of Eight Hundred Fifty Two Dollars and Seventy-Eight Cents (\$852.78), the first such installment to be payable on August 26, 2026, and then monthly thereafter, with the right on the part of the Maker to anticipate payments in any amount at any time without penalty. PROVIDED, HOWEVER, the entire amount of this obligation, principal and interest, shall become due and owing upon demand by the City of Somersworth in the case of an Event of Default by Borrower of any of the terms or conditions of Grant Agreement between the City of Somersworth and the State of New Hampshire Office of State Planning (the "Grant Agreement") that are applicable to the Borrower. PROVIDED, FURTHER, that the entire amount of this obligation, principal and interest, shall become due and owing upon demand by the City of Somersworth in the event Borrower commits an act of default of any of the terms or conditions of the Mortgage and Security Agreement which secures the indebtedness of which this Mortgage Note is evidence.

Presentment, demand, notice, protest and all of the demands and notices of any kind are hereby waived by the borrower.

The failure of the holder of this Mortgage Note, in the event of a breach of the terms hereof for of the Mortgage Deed and Security Agreement which is security for this Mortgage Note, or the VCDP Loan Agreement pursuant to which this loan was made, to exercise any option available to it that arises out of such breach will not constitute a waiver by the holder of its right to exercise such options in the event of any other breach.

The maker, drawers and endorsers hereby severally waive the statute of limitations and waive presentment for payment, protest and notice of protest and non-payment of this note, and in case of its non-payment at maturity, severally agree to pay a reasonable attorney's fee for its collection.


NON-RECOURSE PROVISION. Notwithstanding any of the foregoing terms or conditions of this Mortgage Note, the Grant Agreement, or the terms and conditions of any mortgage deed, security agreement or other collateral document securing this Mortgage Note, in the event of a default hereunder, the Holder hereof expressly and specifically covenants and agrees that (i) no partner, general or limited, of the maker shall have any personal liability to pay any of the principal of or interest on the debt of which this Mortgage Note is evidence, (ii) the Holder will not collect or attempt to collect any of the sums due hereunder, including any deficiency judgment, from any of the Borrower's partners, general or limited, and (iii) that the Holder will look solely to the property, real and personal, described in the Mortgage and Security Agreement which secures the indebtedness of which this Mortgage Note is evidence of the satisfaction of the same. This Mortgage Note and Mortgage and Security Agreement which secures this Mortgage Note are intended to be non-recourse liabilities as defined in Treasury Regulation § 1.752-1 (a) (2) and shall be construed consistently therewith.

This note is secured by a Mortgage and Security Agreement of one building and the contents thereof, together with the Borrower's leasehold interest in the land on which the building is located, all known as the Queensbury Mill, located at 1 Market Street in the City of Somersworth, New Hampshire

Executed at Somersworth, New Hampshire this 11th Day of September, 1996.

Queensbury Mill Limited Partnership

By: _____


Duly authorized agent

Discussion Re: Green St.
City Council 07/15/2013

28 GREEN ST





PROPERTY LOCATION		Direction/Street/City	
No	28	GREEN ST. SOMERSWORTH	
OWNERSHIP			
Owner 1:		CITY OF SOMERSWORTH	
Owner 2:			
Owner 3:			
Street 1:		GOVERNMENT WAY	
Street 2:			
Twn/City:		SOMERSWORTH	
S/Prov:	NH	County:	
Postal:	03878-3248		
PREVIOUS OWNER			
Owner 1:		SPRAGUE HERBERT E III -	
Owner 2:			
Street 1:		PO BOX 916	
Twn/City:		DOVER	
S/Prov:	NH	County:	
Postal:	03821-0916		

IN PROCESS APPRAISAL SUMMARY																	
Use Code	903	Building Value	171,100	Yard Items	1,400	Land Size	0.261	Land Value	84,800	Total Value	257,300	Legal Description		User Act			
Total Card		171,100		1,400		0.261		84,800		257,300		Entered Lot Size		GIS Ref			
Total Parcel		171,100		1,400		0.261		84,800		257,300		Total Land:		Insp Date			
Source:	Market Adj Cost	Total Value per SQ unit (Card): 65.57 / Parcel: 65.57										Parcel ID	10 178 0	Land Unit Type:			

PREVIOUS ASSESSMENT																			
Tax Yr	2012	Use	FV	Cat	167,100	Yrd Items	1400	Land Size	0.261	Land Value	84,800	Total Value	253,300	Asses'd Value	253,300	Notes		Date	11/2/2012
2011	400	FV	167,100	1400	1400	261	84,800	253,300	253,300	Year end roll	11/2/2012							12/27/2012	
2010	400	FV	167,100	1400	1400	261	84,800	253,300	253,300	Year End Roll	11/2/2011							07/09/13	12:15:39
2009	400	FV	167,100	1400	1400	261	84,800	253,300	253,300	Year End Roll	2/18/2009								
2008	400	FV	168,100	1600	1600	261	90,100	259,800	259,800	Year End Roll	12/21/2007								
2007	400	FV	168,100	1600	1600	261	90,100	259,800	259,800	Year End Roll	1/19/2007								
2006	400	FV	168,100	1600	1600	261	90,100	259,800	259,800	Year End Roll	3/3/2006								
2005	400	FV	168,100	1600	1600	261	90,100	259,800	259,800	Year End Roll									

SALES INFORMATION															
Grantor	SPRAGUE HERBERT	Legal Ref	4073-0092	Type	11/20/2012	Date	GOVT AGENCY	Sale Code	0 No	No	Tst	Verif	Assoc PCL Value	Notes	
	BRUNELLE ROBERT		3198-219		7/2/2005		SUBSEQUENT S		250000	No	No				
	GREAT FALLS BAN		1601-130		3/11/1992		FORCLOSURE		65000	No	No				
	VERVILLE WILFRE		1580-36		11/1/1991				72000	Yes	No				
			1070		9/14/1981				45000	No	No				

TAX DISTRICT															
Grantor	SPRAGUE HERBERT	Legal Ref	4073-0092	Type	11/20/2012	Date	GOVT AGENCY	Sale Code	0 No	No	Tst	Verif	Assoc PCL Value	Notes	
	BRUNELLE ROBERT		3198-219		7/2/2005		SUBSEQUENT S		250000	No	No				
	GREAT FALLS BAN		1601-130		3/11/1992		FORCLOSURE		65000	No	No				
	VERVILLE WILFRE		1580-36		11/1/1991				72000	Yes	No				
			1070		9/14/1981				45000	No	No				

PAT ACCT.															
Grantor	SPRAGUE HERBERT	Legal Ref	4073-0092	Type	11/20/2012	Date	GOVT AGENCY	Sale Code	0 No	No	Tst	Verif	Assoc PCL Value	Notes	
	BRUNELLE ROBERT		3198-219		7/2/2005		SUBSEQUENT S		250000	No	No				
	GREAT FALLS BAN		1601-130		3/11/1992		FORCLOSURE		65000	No	No				
	VERVILLE WILFRE		1580-36		11/1/1991				72000	Yes	No				
			1070		9/14/1981				45000	No	No				

ACTIVITY INFORMATION									
Date	8/15/2012	Result	MEASURED	By	742	Name	TIM COURNOYE		
	10/23/2009		FIELDREV CHG		738		WIL CORCORAN		
	6/19/1992		CHG@HEARING		100		E.B.WITHING		
	11/6/1991		MEASURED		152		SCOTT BEDARD		

PROPERTY FACTORS									
Item	Code	Descp	%	Item	Code	Descp			
Z	BH	BH	100	U	1	TYPICL			
0				1					
n				Exmpt					
Census:									
Flood Haz:									
D	2		100	Topo					
s				Street					
1				Traffic					

LAND SECTION (first 7 lines only)																											
Use	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	LT	Base Value	Unit Price	Adj	Neigh	Neigh	Inf 1	%	Inf 2	%	Inf 3	%	Appraised Value	Alt	%	Spec	Land	Code	Fact	Use Value	Notes
903	MUNICPL		11371		SQUARE FEESITE			0	2.5	2.982 CF									84,758							84,800	

BUILDING PERMITS												
Date	1/1/1993	Number	747	Descp	MANUAL	Amount	1,200	C/O	Last Visit	Fed Code	F. Descp	Comment
												REV OFFICE

VERIFICATION OF VISIT NOT DATA																			
Sign:																			

Summary													
Total AC/H/A:	0.26104	Total SF/SM:	11370.90	Parcel LUC:	903	MUNICPL	Prime NB Desc:	C/I FR	Total:	84,758	Spl Credit:	Total:	84,800

Sprague Property as of July 2, 2013

2012 Equalization Rate 108.8

301 Green Street, map-lot 19-1

Tax Year	2013	2012-1	2012-2	211	2010	2009
principal	3,665.00	3,525.00	3,806.00	7,638.22	7,382.07	6,572.09
interest		424.56	263.75	1,545.10	3,003.28	3,607.04
costs		0.00	0.00	29.00	29.00	74.00
Total Taxes	3,665.00	3,949.56	4,069.75	9,212.32	10,414.35	10,253.13
Penalty	(253,300/108.8%) x 15 %					
						41,564.11
						34,921.88
					Parcel Total	76,485.99

Roundup Unready

A recent controversial review of scientific research suggests that the active ingredient in Roundup may be more hazardous than previously thought.

Glyphosate, the active ingredient in Roundup and several other brands of herbicide, may be the culprit behind many of the so-called "diseases of civilization" that have plagued humanity since the last third of the 20th century and are escalating at alarming rates today. These diseases and conditions include gastrointestinal disorders, obesity, diabetes, heart disease, depression, autism, infertility, cancer, Alzheimer's disease, Parkinson's disease, birth defects, and more.

That's the conclusion of two scientists who reviewed 286 studies of the biological effects of glyphosate and published their findings in the peer-reviewed journal *Entropy* in April 2013. These findings are a bombshell that, if confirmed by further studies, could lead to a worldwide ban on glyphosate.

In their search of the literature, environmental scientist Anthony Samsel and Stephanie Seneff, senior research scientist at Massachusetts Institute of Technology's Computer Science and Artificial Intelligence Laboratory, found that glyphosate suppresses and inhibits cytochrome P45, a class of human enzyme known in scientific shorthand as CYP.

Inhibiting enzymes is exactly how glyphosate works as an herbicide. Enzymes are catalysts for all sorts of functions in plants, and when they are suppressed, the plants die for lack of the ability to function properly. Something of the same effect may be at work in humans who ingest glyphosate on their food.

"Glyphosate's inhibition of CYP enzymes is an overlooked component of its toxicity to mammals," Samsel and Seneff write. "CYP enzymes play crucial roles in biology, one of which is to detoxify any foreign substances not normally found in living creatures, such as pesticides, industrial chemicals, pollutants, and drugs. Thus, glyphosate enhances the damaging effects of other food-borne chemical residues and environmental toxins. The negative impact on the body is insidious, and manifests slowly over time as inflammation damages cellular systems within the body."

The authors describe how glyphosate harms three crucial bodily functions. First, it interferes with CYP enzymes. Second, it disrupts the ability of intestinal microbes to construct

important amino acids that build and repair the body's cellular tissues. Third, it impairs the movement of sulfate compounds in the blood. These compounds are especially important in the growth of infants, young children, and developing fetuses. Glyphosate's enzyme inhibition acts synergistically with the other two damaging effects; that is, it produces a more serious health effect than the sum of the individual effects.

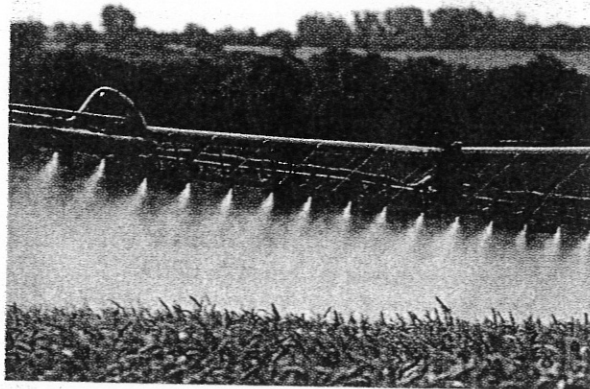
Samsel and Seneff conclude with a plea for more independent research. "Glyphosate is likely to be pervasive in our food supply," they write, "and contrary to being essentially non-toxic, it may in fact be the most biologically disruptive chemical in our environment."

What the authors have done in this review of the scientific literature on glyphosate is to connect the dots, with each dot being one of the 286 studies. *Entropy*, which published the article, is an online open-access journal that is willing to publish novel hypotheses regarding biochemical and biophysical phenomena. The papers in the journal are subjected to review by experts who are not beholden to industry influence. Publishing fees are paid by the authors or their institutions.

Samsel is a long-time environmental scientist, now retired, who operates an organic farm on 5 acres in New Hampshire. Seneff became interested in glyphosate through her research on autism.

Their review was funded by Quanta Computers, a notebook computer and cloud computing company based in Taiwan. "We did not do any new research other than predict the likely consequences of glyphosate, given the evidence available in the papers we reviewed," Seneff says.

Of course, the study has raised the hackles of those who think glyphosate is great stuff. Skeptics have lined up to discredit the paper and its authors. But Samsel and Seneff have simply combed the literature to see what science has found out about glyphosate, and they've come to the conclusion that the chemical has extremely deleterious effects on human health. Let those who argue otherwise point out the flaws in the 286 studies the authors have pored through, rather than attacking the authors for doing good research. —Jeff Cox



Worldwide, nearly 1 million metric tons of glyphosate is used annually, mostly on food crops, according to Global Industry Analysts.

Scott A. Smith
Finance Director
sasmith@somersworth.com
(603) 692-9504



One Government Way
Somersworth, New Hampshire 03878
(603) 692-4262
www.somersworth.com

City of Somersworth, New Hampshire

OFFICE OF THE FINANCE DIRECTOR

DRAFT 07/11/2013 **REQUEST FOR PROPOSAL**

Architect/Engineering Services Improvements to the former Hilltop School/Building

You are cordially invited to submit a proposal for architectural/engineering design for improvements to a City of Somersworth Facility formerly known as Hilltop Elementary School.

*All proposals must be submitted with the attached bid certificate, in a **sealed envelope**, plainly marked "Architect/Engineering Services":*


Somersworth City Hall
Attn: Scott A. Smith, Director of Finance
One Government Way
Somersworth, NH 03878

All proposals/bids must be received by , 2013, **at 2:00 p.m. EST** at which time they will be publicly opened and read aloud at the Somersworth City Hall.

****IMPORTANT:*** *If you are not interested in submitting a quotation on this particular bid request, but wish to remain on our active bid list, please sign and return the attached form with a **NO BID** indication. Failure to respond in this manner will result in deletion from our bid list.*

Vendors wishing to respond to a bid request with alternates to specifications must notify the Finance Office no less than five (5) days prior to the bid request opening date. If the proposed changes are acceptable, the City will advise other potential respondents, thereby maintaining equality in the bid process. Failure to advise the City could result either in rejection of the alternate proposal or in an untimely extension of the sealed bid process.

Vendors may be asked, as part of the bid evaluation process, to supply company financial information. This data will be held in the strictest confidence and be utilized only to help assess the stability of a responding firm. The records will be returned to you after identifying the successful respondent to the bid request.

			
	Request Type	Proposal	Page 3 of 12
	Title	Architect/Engineering Services – Improvements to the former Hilltop School/Building	
	Date	Due TBD	

5. Prepare a draft report including a listing of the improvements required, and cost estimates to make the improvements immediately, and under the phased approach.
6. Meet with City Officials and the Friends of Somersworth to present the draft report. Incorporate any changes requested by the City into a final report, including cost estimates for phased improvements and facility wide improvements.

Optional work:

1. Develop bid specifications to make facility improvements to bring the facility in compliance with all building and life safety codes.
2. Review bids received, and recommend award.

SECTION 3. QUALIFICATIONS OF CONSULTANT

Consultant must be an architect or engineer, licensed to practice in New Hampshire, and be able to demonstrate an understanding of national and local building and life safety codes


A description of your firm and other related information to be submitted is detailed in Section 7 of this request.

SECTION 4. COMPENSATION SCHEDULE

All prospective architects/engineers shall include in a sealed envelope, separate from the proposal submittal, a sheet showing the proposed hourly rate that will be charged to the City for the services of the personnel involved in the engagement, and include an upset or not to exceed amount to complete the work. The sealed envelope shall have the words “**Compensation**” and the name printed or typed prominently on the front.

SECTION 5. SELECTION PROCESS

The City of Somersworth will use the information provided to develop a shortlist of candidates/firms from which to contact and conduct interviews. A selection team will review the proposals and choose those firms/individuals who appear to be the most qualified to meet the City’s needs/objectives to meet with the selection team to discuss a range of topics including the architect/engineer’s experience, qualifications, and objectives. Following the interview process the selection team will review the information received and impressions generated by the interview and select the leading candidate(s) for a follow up interview.

			
	Request Type	Proposal	Page 5 of 12
	Title	Architect/Engineering Services – Improvements to the former Hilltop School/Building	
	Date	Due TBD	

6. The City requests that no City officials be contacted during the process. The Finance Director may be contacted only to clarify questions concerning the RFP.
7. The City reserves the right to reject any or all proposals if there is good cause; to cancel the solicitation, waive technicalities; request clarification or additional information and be the sole judge of suitability of the services for its intended use and further specifically reserves the right to make the award and negotiate the final contract in the best interest of the City considering cost effectiveness. Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the proposal. The City reserves the right to retain all submitted proposals.
8. In order to standardize the review process, the architect/engineer firm's Technical and Cost proposals must be presented in the following format and include the designated information. Architect/Engineering Firms are cautioned that any deviation from this format may result in the disqualification of their submission.

B. Technical Proposal

1. Title Page


1. Project title
2. Name of submitter and if applicable submitter's firm
3. Address and telephone number of submitter and/or firm
4. Name of contact person
5. Date of submission

2. A Letter of Transmittal (limit to one or two pages)

1. Briefly state the submitter's understanding of the work to be done and make a positive commitment to perform the work within the required time frame.
2. This letter should be signed by the individual authorized to negotiate for and contractually bind the firm.

3. Table of Contents


1. Include a clear identification of the material by section and by page number. Such sections will be those identified below.

			
	Request Type	Proposal	Page 7 of 12
	Title	Architect/Engineering Services – Improvements to the former Hilltop School/Building	
	Date	Due TBD	

4. Provide any other information you believe relevant to the decision of selection of the best engineering firm for the City.

B. Compensation Proposal

The Compensation Proposal should address the requested information in Section 4 of this request.

			
	Request Type	Proposal	Page 9 of 12
	Title	Architect/Engineering Services – Improvements to the former Hilltop School/Building	
Date	Due TBD		

GENERAL TERMS AND CONDITIONS

Preparation of Proposals

Proposals shall be submitted on the forms provided and must be signed by the consultant or the consultant's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal form.

Unless otherwise stated in the Request for Proposal, the consultant agrees that the proposal shall be open for acceptance for sixty (60) calendar days from the date of submittal to the City of Somersworth.

Acceptance or Rejection of Bids/Proposals

The City of Somersworth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that is determined to be in the best interest of the City.

The City of Somersworth also reserves the right to reject the proposal of any consultant that has failed to perform properly or complete on time contracts of a similar nature.

Delivery of Proposals


Proposals must be submitted in a sealed envelope, and shall be addressed to the City at the address and to the attention of the official as outlined in the Request for Proposals. All proposals must be submitted prior to the specified date and time. Any proposals received after the specified date and time will not be considered and will not be opened. Proposals delivered via facsimile, e-mail, or any format other than within a sealed envelope shall not be considered.

Withdrawal of Proposals

A consultant will be permitted to withdraw their proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposal.

Public Opening of Proposals

Proposals will be publicly opened and read aloud at the time and place as indicated in the Request for Proposals. Any consultant, authorized agent, or other interested party may be present.

			
	Request Type	Proposal	Page 11 of 12
	Title	Architect/Engineering Services – Improvements to the former Hilltop School/Building	
	Date	Due TBD	


After the proposals are opened and read, the results will be available for the public. Persons that desire a comprehensive list of the results may do so by attending the opening, or requesting such, in writing, to the Director of Finance and Administration.

The award of a proposal shall not be considered official until such time that a Purchase Order, fully executed contract, or an award letter has been issued by the City of Somersworth. No presumption of award shall be made by any consultant until such documents have been executed and are in hand. Verbal notification of award is not considered official. Any action by the consultant to assume otherwise is done so at their own risk and the City will not be held liable for any expense incurred by a consultant that has not received an official award.



MEMORANDUM

**TO: Mayor Matthew Spencer
and Members of City Council**

FROM: Robert M. Belmore, City Manager 

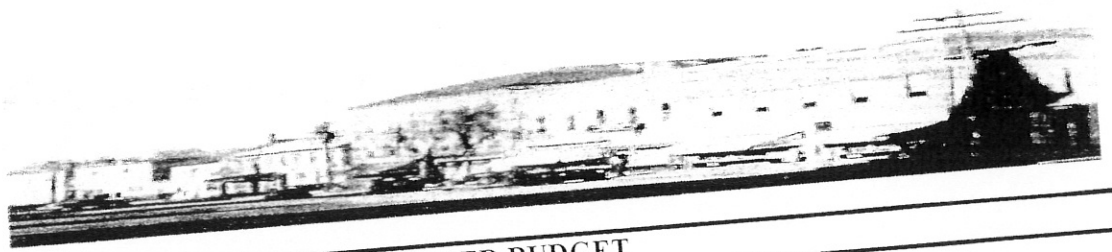
DATE: June 12, 2013

**SUBJECT: Public Works Meeting of July 10, 2013 Regarding
Budgeted Drainage Projects**

Attached is a memorandum from City Engineer Joe Ducharme who developed the budget estimates for drainage repairs outlined in the approved FY2014 Public Works & Utilities Budget (copy attached).

The Public Works & Environment Committee discussed these three (3) major repairs at their recent meeting on July 10th. The Committee voted to endorse staff's planned approach for the Buffumsville Road and Maple Street repairs, but tabled the Down Street repair for further discussion.

Unless directed otherwise, I will move forward with staff to finalize additional engineering support agreements to complete the preliminary steps for these repairs, i.e. wetlands permits, surveys, etc. I intend to propose the projected construction repair costs in the FY2015 budgeted year. Also, please note that the recommendation accepted by the Public Works Committee to utilize CMA Engineering (City Engineer's firm) to complete the necessary preliminary work on these projects with specific engineering task agreements.



GENERAL FUND FY2013-2014 PROPOSED BUDGET

406 PUBLIC WORKS AND UTILITIES

610 STREET MAINTENANCE

ACCT NUMBER	DESCRIPTION	13-14 PROPOSED	Detail
4174	Willand Trail	2,500	Funding available for consultant for planning possible improvements, grant research, etc.
4175	Hot Top/Patch	20,000	General repairs around the City
4176	Traffic/Street Name Signs	6,000	Replacement of Traffic and Street name signs.
4177	Paint for Roads	4,250	Supplies to paint crosswalks, Parking lots, etc. Use approximately 300 gallons of chlorinated rubber paint each year.
4400	Vehicle Fuel	45,000	Fuel for all highway equipment has been moved to this line item Amount is based on 5 year historical average
4600	Drainage System Repair	44,600	Down St. Drainage Imp \$4,250 (DPW to do work), Buffumsville Rd. Drainage \$10,350 (Survey, Wetlands appl, Design) Maple St Culvert (Survey, Wetlands appl, Design, Possible FEMA grant), other misc drainage supplies \$15,000
5700	Pavement Marking	14,710	Street Line painting - Contracted Service - entire City in spring of each year
5701	Tree/Stump Renewal	2,500	Tree/Stump removal - Contracted service
5702	Catch Basin Cleaning	7,600	Contract for Catch Basin Cleaning. - 5yr program (complete 20% each year) - 6th year of program
6000	Outside Services	250	Compaction testing services
7300	Sweeper Parts	6,000	Sprockets, Elevator, Belts, 10 sets of gutter brooms, 4 sets of main brooms.
9104	Road Resurfacing	150,000	Road Resurfacing/Crack Sealing
9105	Sidewalks	7,500	General repairs of sidewalks
		310,910	

*FY 2014
Approved Budget
B*



Memorandum

Joe Ducharme, Jr., P.E.
Contract City Engineer
Engineering Dept
Tel: 692-9524
Fax: 692-9576

DATE: 12 Feb 2013

TO: Robert M. Belmore, City Manager

RE: Drainage Projects – Suggested Timelines for Implementation

Recently the University of New Hampshire completed a culvert inventory study for the Strafford Regional Planning Commission which included a culvert inventory for the City of Somersworth. While general in nature the inventory presents a good starting point for the Public Works and Engineering Departments to use as a basis for further investigating the condition of culverts, drainage easements and stormwater outlets in the City with the goal of prioritizing and developing appropriate implementation schedules for repairs.

Three drainage projects are currently under consideration for permitting, preparation of plans and bid documents, bidding and construction. Each project is briefly described below along with a suggested timeline to prepare the project for bidding and construction. Included is a conceptual level opinion of cost to implement the project.

A. Down Street Drainage (see Map 1):

A prominent puddle forms at the end of Down Street during wet weather events. The trapped water can no longer drain to the intended outlet point approximately 80-ft to the west. A review of city plans indicates the City has rights to a 15-ft wide drainage easement that runs from the end of Down Street westerly for approximately 100-feet to an existing City-owned drainage structure.

Suggested Action: Restore the Drainage Swale within the 15-ft wide City Easement.

Locate the 15-ft wide drainage easement by survey, delineate wetlands and survey, prepare schematic level plans, prepare and submit a wetlands permit application (minimum impact expedited), and use public works labor and equipment to re-establish the drainage swale to existing catch basin. No paving or other roadway improvements are anticipated under this phase.

5. a. Public Works Equipment & Labor	\$13,500.
b. Bid to Contractor	\$24,000.

C. Maple Street Culvert Replacement Project (see Map 3):

The cross culvert under Maple Street (near 81 & 88 Maple Street) is an old cut stone box culvert that has blocks falling into the culvert opening. At least two temporary repairs were initiated in the past as evidenced by a section of concrete pipe inserted at one end and a section of plastic pipe inserted in the other end, presumably to prevent more blocks from falling into the waterway. City utilities (water and sewer) cross over the culvert pipe and a storm drain pipe protrudes through one end of the culvert with a constant flow of water. Public Works staff reports that the sewer pipe sags at the culvert crossing. Condition of the water main is unknown. The roadway shoulders are settling and particularly depressed at the downstream (southeast) edge of Maple Street with sub-grade soils apparently being lost through gaps in the stone box culvert below.

Suggested Action: Replace the stone culvert with a pipe-arch or box culvert. Initiate survey, delineate wetlands and survey, prepare detailed plans and specifications, prepare and submit wetlands permit application (minor or major permit depending on watershed), prepare bid documents, advertise for bids and award contract for construction.

Suggested Timeline: 12–18 months (2013 survey/plans/permits; 2014 constr.)

1. Wetlands delineation, survey and base plan – 4 weeks.
2. Detailed plans and project narrative with preparation and submission of wetlands application package – 2 to 3 months
3. Permit approval – 6 to 10 months.
4. Implementation - prepare Bid documents, bid, contact award and construction – 3 to 4 months.

Opinion of Cost: \$ 120,000.

1. Survey & Wetlands Delineation	\$ 3,000.
2. Plans, Specs, Permit Apps, Bid Docs	\$ 12,500.
3. Application Fee	\$ 500.
4. Construction	\$104,000.

DOWN STREET DRAINAGE EASEMENT/SWALE RESTORATION



Aerial View: Down Street Drainage Easement



View Looking Northerly Towards Drain In Woods



"Ponding" of Stormwater at End of Down Street

Schedule: Survey, design, permitting, construction – 2013

Field Conditions:

- ◆ Chronic "ponding" of stormwater at end of Down Street
- ◆ Nearest drain inlet is ~90 feet to the north at edge of woods
- ◆ City has a 15-foot wide drainage easement on private property from end of Down Street to drain inlet at edge of woods

Recommended Improvements:

- ◆ Restore drainage swale within the 15-foot wide City drainage easement

Opinion of Cost for Restoration of Drainage Swale – \$7,500 - \$8,000

- ◆ Survey / Wetlands / Locate Easement – \$1,750
- ◆ Permitting / Design – \$2,250
- ◆ Permit Fees – \$250
- ◆ Construction by City PWD Staff – \$3,500

*Pw Comm Mtg
7-10-13
tabled until
next meeting
PB*

BUFFUMSVILLE ROAD STORM DRAIN PIPE REPAIR/REPLACEMENT



Aerial View: Buffumsville Road Drainage Easement



Photo Looking East Toward Salmon Falls River



Drain Inlets Each Side of Buffumsville Road

Schedule: Survey, design, and permitting – 2013; Construction – 2014

Field Conditions:

- ♦ 36" diameter CMP storm drain pipe crosses private property on City easement
- ♦ Depressions in soil along drain pipe alignment
- ♦ Drain pipe discharges directly to Salmon Falls River
- ♦ Drain pipe rusted/deteriorated at river embankment

Recommended Improvements:

- ♦ Flush and camera inspect full length of pipe from DMH to river discharge
- ♦ If isolated failures (<30%) then replace sections in kind; otherwise replace all

Opinion of Cost for Complete Pipe Repair – \$25,500 - \$37,000

- ♦ Pipe Inspection – \$1,500
- ♦ Survey / Wetlands / Locate Easement – \$2,500
- ♦ Permitting / Design – \$7,500
- ♦ Permit Fees – \$500
- ♦ Construction by City PWD Staff – \$13,500 (\$24,000 by Contractor)

*PW Comm
OK 7/10/13*

MAPLE STREET CULVERT REPLACEMENT



Aerial View: Maple Street Box Culvert Location



View of Upstream Headwall and Concrete Pipe Inlet



View of Downstream Headwall Undermining



View of Incoming Drainage From Cross Pipe

Schedule: Survey, design, permitting – 2013; Construction – 2014

Field Conditions:

- ◆ Existing Stone Box Culvert in disrepair - upstream end fitted with section of concrete pipe and downstream end fitted with corrugate plastic pipe
- ◆ Downstream headwall is undermined and collapsing; no guardrail

Recommended Improvements:

- ◆ Replace stone box culvert with pipe-arch or precast box culvert

Opinion of Cost for Complete Pipe Repair – \$120,000 - \$150,000

- ◆ Survey / Wetlands – \$3,000
- ◆ Permitting / Design – \$12,500
- ◆ Permit Fees – \$500
- ◆ Construction – \$104,000-\$134,000

FEMA grant 88
PW Cannon
7-10-13

City Council Meeting

07/15/2013



Downtown Utilities and Infrastructure Project

City of Somersworth

City Hall, One Government Way, Somersworth, NH 03878

Bidding Schedule:

Out to Bid – June 24, 2013

Pre Bidding Meeting – July 1, 2013

Bids due – July 25, 2013 at 2PM

Base Bid, Alternate 1-Benches and Receptacles, Alternate 2 – Lighting, Alternate 3 – High Performance Pavement, Alternate 4 – Night Work, Alternate 5 – Thermoplastic Pavement Markings

Key Summary of Pre Bid Meeting, July 1:

- Contractor responsible for Laydown areas, Owner can provide suggestions
- Holiday Shutdown in Downtown Area from 11/27/2013 through January 7, 2014
- Police Details are Contractor responsibility, Flaggers are acceptable in most areas
- Add Alternate for Thermoplastic pavement markings
- Allowances for Rock and Asbestos Abatement
- Use of detours/lane closures, Acceptable, coordination and approval with City
- Coordination with Transportation Enhancement Project

Plan Holders List of Contractors as of 7/11 at 10am:

- D&C Construction Company, Waterboro Maine
- Severino Trucking Company, Candia New Hampshire
- S.U.R. Construction, Rochester New Hampshire
- Brown Industrial Group, Berwick Maine
- DBU Construction, Epsom New Hampshire
- N. Pandelena Construction, Hampstead New Hampshire
- NorthEast Earth Mechanics, Pittsfield New Hampshire

PLAN HOLDERS LIST

Construction of Downtown Utilities
and Infrastructure Project
Somersworth, New Hampshire

Bids Due By: Thursday, July 25, 2013 @ 2:00 P.M.
Page 2

Set No.	Name & Address	Telephone No.	Fax No.	Deposit	Date Sent	Addenda	
						No.	Date Sent
6	Associated General Contractors of NH 48 Grandview Road Bow NH 03304 ½ Size Plans	603-225-2701	603-226-3859	NC	06/20	1	07/09
7	Construction Summary of NH 734 Chestnut Street Manchester NH 03104 ½ Size Plans	603-627-8856	603-627-4524	NC	06/20	1	07/09
8	Unitil Northern Utilities, Inc. 375 West Road Portsmouth NH 03801 Phil Johnson	603-294-5157		NC	06/20	1	07/09
9	Fairpoint Communications 1575 Greenland Road Greenland NH 03840 Jennifer Foley	603-540-1616		NC	06/20	1	07/09
10	S.U.R. Construction Inc. 233 Chestnut Hill Road Rochester NH 03867 Laurette Beaulieu	603-332-4554	603-332-0351	\$150.00	06/25	1	07/09

PLAN HOLDERS LIST

Construction of Downtown Utilities
and Infrastructure Project
Somersworth, New Hampshire


Bids Due By: Thursday, July 25, 2013 @ 2:00 P.M.
Page 4

Set No.	Name & Address	Telephone No.	Fax No.	Deposit	Date Sent	Addenda	
						No.	Date Sent
16	N. Pandelena Construction Co., Inc. 6 Starwood Drive Hampstead NH 03841	603-329-1111	603-329-5206	\$125.00	07/08	1	07/09
17	Rick Skarinka NH Department of Environmental Services 7 Hazen Drive Concord NH 03302			NC	07/11	1	07/11
18	The Blue Book 800 East Main Street (Old Rte. 6 & Indian Hill) Jefferson Valley NY 10535 Chris Goldie	800-431-2584	914-245-0288	\$150.00	07/01	1	07/09
19	Northeast Earth Mechanics, Inc. 159 Barnstead Road Pittsfield NH 03263 Nancy Bartlett	603-435-7989	603-435-7950	\$150.00	07/02	1	07/09
20							



MEMORANDUM

TO: Mayor Matthew Spencer
and Members of City Council

FROM: Robert M. Belmore, City Manager 

DATE: June 12, 2013

SUBJECT: Human Resource Manager Position

I have attached a job description for the newly created Human Resource Manager position that was completed with the assistance of the Government Operations Committee and a Draft employment advertisement. I will be moving forward to fill this position with a projected starting date to be determined sometime around early October, 2013. As you will recall this new position was funded for approximately eight (8) months for this fiscal year; as we move forward it will be funded for the full twelve (12) months of each fiscal year.

CITY OF SOMERSWORTH, NEW HAMPSHIRE

POSITION: Human Resource Manager

DEPARTMENT: City Management

FLSA: Exempt

REPORTS TO: City Manager

DRAFT 07/15/2013

GENERAL PURPOSE

Performs highly responsible administrative and managerial work involved with planning and directing a centralized human resource system in an environment, involving unionized and non-union personnel. Work includes advising and working with City Manager on significant personnel policies, procedures and labor relations issues.

Work is performed with considerable latitude and independence under the supervision of the City Manager. Work is reviewed through reports, conferences, and effectiveness of operations. Performs regular duties on own initiative and exercises discretion.

Confers with City Manager on matters of significant policy and priority implications. Outlines operating policies, issues work assignments and areas of responsibility to assigned professional and clerical personnel. Evaluates completed work for effectiveness and conformity to established procedures, practices, work plan or other instructions.

ESSENTIAL DUTIES AND RESPONSIBILITIES (Except as specifically noted, the following functions are considered essential to this position. The listed examples may not include all duties found in this class):

- Advise City Manager and department heads to ensure compliance with all federal, state and local laws related to employee benefits, compensation, employment and training;
- Manage relationships with state and other regulatory agencies, such as NH Department of Employment Security, NH Department of Labor and USDOL;
- Maintain a working knowledge of Federal and State Human Resource regulations such as FMLA and ADA;
- Serve as internal Human Resource consultant to department heads and supervisors; counsels employees on employee rights and personnel matters; serve as advisor/mediator in employee disputes as may be assigned by City Manager;
- Advise City Manager and department head regarding all employee terminations; coordinate and oversee all aspects of employee terminations;
- Working with department supervisors, recruit, interview and recommend to department heads qualified employee candidates who can best perform the requirements of the position;
- Develop and administer orientation program for informing and integrating new employees into the City organization. Coordinate job training with position supervisor to ensure beneficial starting experience for new employees;
- Recommends, evaluates, conducts and participates in City-wide staff development for general employee, supervisor and management skills;
- Monitors, makes recommendations and implements approved programs pertaining to overall employee health and safety;
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CITY OF SOMERSWORTH, NEW HAMPSHIRE

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- Conduct job analyses to establish the specific requirements of individual jobs within each department for the creation and oversight of job descriptions;
 - Administer and recommend changes in employee benefit programs including medical, dental, life and disability insurance, supplemental insurances, 457 plan, paid time off, workers compensation, and unemployment compensation;
 - Manage personnel record keeping related to new hires, employee reviews, promotions, transfers, separations and exit interviews;
 - Confers with the City Manager, department heads, and other individuals and organizations to determine ongoing human resource program needs and to evaluate and interpret human resources policies and procedures;
 - Researches and makes recommendations to the City Manager for changes in policy, practices, rules and regulations pertaining to personnel matters;
 - Promotes quality customer services, teamwork and cross-functional communication throughout City organization;
 - Attends meetings involving labor union negotiations;
 - Coordinates the work of the City's labor contract negotiating team in the drafting of contract proposals for union consideration, and the formation of the negotiating strategy; meets and confers with union representatives and arrives at final understanding in accordance with policies set by City Manager and within the economic parameters set by City Council.
 - Oversees the administration of labor contracts including the dispute resolution process. Keeps abreast of changes affecting the labor relations filed including Court decisions.
 - Attends seminars and conferences, consults with professional peers and reviews literature to remain current with changes in human resource and employment law;
 - Establishes and maintains effective working relationships with employees, other department and agencies, and the general public.
 - Maintains familiarity with and executes safe work procedures associated with assigned work.
 - Performs other related duties as required.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience

Graduate from a college or university with Bachelor's degree in Human Resource Management, Public or Business Administration, Personnel Administration or related fields, plus minimum 5 years progressively responsible professional human resource/labor relations experience OR any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills and abilities. Certifications as SPHR, CCP and/or CBP preferred.

CITY OF SOMERSWORTH, NEW HAMPSHIRE

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Knowledge, Skills and Abilities

Comprehensive knowledge of the purpose, techniques and problems of public personnel administration and their relationship to other areas of municipal administration; comprehensive knowledge of labor contract negotiation and contract administrative techniques including dispute resolution; considerable knowledge of State and Federal labor laws and regulations; ability to plan, organize and carry out complex administrative projects; experience in strategic planning and benchmarking; knowledge of organizations and operations of administrative programs; knowledge of automated data processing techniques and their application to Personnel/Labor Relations processes.

Ability to develop long-term plans and programs and to evaluate work accomplishments; ability to apply and adapt practices and techniques to the special requirements of senior management; ability to communicate and present facts and recommendations effectively in oral and written form; ability to plan, present and administer a budget; ability to collect and analyze data and make appropriate recommendations and reports; ability to establish and maintain effective working relationships with employees, supervisors, department heads, other City officials and general public.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

TOOLS AND EQUIPMENT USED

Computer; telephone; calculator; typewriter; copy and facsimile machines; use of City motor vehicles, which requires a valid driver's license.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

Human Resources Manager

Draft 07/15/2013

This is a new position. The successful candidate will play a key role in shaping, forming and carrying out Human Resources functions for the City. This position will play an integral role as a key member of the Senior Management Team reporting to the County Manager.

The Human Resources Manager is responsible for a variety of HR functions including recruitment and selection, classification and compensation, benefits administration, succession planning, employee training and development, and labor relations.

The desired candidate should also possess the following traits:

- Ability to be a highly functioning team member
- Experience with developing workforce training programs
- Experience with employee evaluations, discipline and discharge
- Experience with Labor Negotiations
- Deep understanding of human resources law and regulations
- Innovative while also understanding resource constraints

The City employs approximately one hundred (100) people represented by five bargaining units. A Bachelor's Degree and five (5) years experience preferred or equivalent combination of education and experience. York County offers a competitive benefits package. Salary is commensurate depending on experience. Salary range \$52,639 - \$67,093.

Applicants are required to submit an application along with a cover letter, resume and any supporting documents by _____, 2013, at which time a comprehensive review and assessment period will commence.

Applicants should be able to adequately address the desired traits, skills and abilities in their cover letter and resume to

The City of Somersworth is an equal employment opportunity employer.

MITCHELL MUNICIPAL GROUP, P.A.

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL
JUDITH E. WHITELAW
LAURA A. SPECTOR
Steven M. Whitley

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

CERTIFICATION


Re: City of Somersworth, New Hampshire
Ordinance 16-13

Title: AMEND CHAPTER 19, ZONING ORDINANCE, SECTION 25 - DEFINITIONS.

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution, 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.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 7/8/13

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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CERTIFICATION

Re: City of Somersworth, New Hampshire
Ordinance 17-13

Title: AMEND CHAPTER 19, ZONING ORDINANCE - TABLE OF USES, TABLE 4.A.5

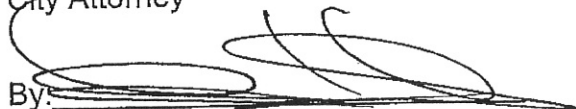
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Date: _____

7/8/13

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: _____



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CERTIFICATION

Re: City of Somersworth, New Hampshire
Ordinance 18-13

Title: SUPPLEMENTAL APPROPRIATION FO THE PURCHASE OF THE FORMER
SOMERSWORTH POLICE STATION

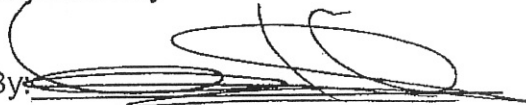
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Date: _____

7/8/13

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: _____





City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



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

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

JUNE 2013 MONTHLY REPORT

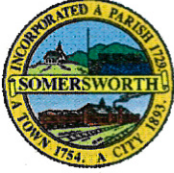
EMERGENCY ACTIVITIES

Building Fires:	3
Vehicle Fires:	0
Outside Fires:	5
Emergency Medical:	26
Motor Vehicle Crash:	8
Malfunction/false alarm:	10
Accidental/public service:	17
Hazardous Condition:	3
Hazardous Materials:	3

NON-EMERGENCY ACTIVITIES

Burning Permits:	48
Fireworks Permits:	7
Oil Burner Permits:	1
Place of Assembly Permits:	0
Fire Safety Inspections:	7
Fire Drills:	9

- We responded to 25 fewer emergency calls this June (75) than in June 2012 – a decrease of 25%. This is the 6th month in a row of decreased responses.
- American Ambulance assumed the City's EMS "911" provider status on June 27th at noon. The transition thus far has been smooth.
- We responded to mutual aid fires in Dover (3), and Lebanon ME.
- American Ambulance provided a Zoll cardiac monitor to the Fire Department and trained our personnel in its use. American also is scheduling annual CPR training for the firefighters and police officers.
- We took delivery of humvee forestry truck from the Harrisville NH Fire Department for \$7500. After a few minor repairs are made, we will transfer our 2005 skid tank unit into it and it will be ready for service. The 1997 skid tank unit in it presently will be given to the DPW for their use.



City of Somersworth

Fire Department

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July 8, 2013

TO: Robert Belmore, City Manager
FROM: Keith Hoyle
RE: American Ambulance Start-up

American Ambulance initiated "911" EMS with the city effective Thursday June 27th at noon. There have been no start-up issues I am aware of yet. AMR turned over all the NH Homeland Security radios they had in their possession by July 1st (several pieces missing but most were there).

Contractually, American has met the following provisions already:

- provide one ALS ambulance 24/7: a 2nd unit daily from 1000-1800 hours
- respond in 7 minutes from time of notification with primary unit(s)
- maintain police and fire department radio communications at all times
- American Ambulance units are housed in Somersworth
- Fire Department EMTs are invited to monthly in-service training programs
- Zoll defibrillator given to Fire Department and training conducted on it
- replace all medical supplies used by Fire Department on scene (except drugs)
- electronic tracking of ambulances
- insurance limits required by city maintained
- billing and collections the responsibility of American Ambulance
- NO city subsidy

The following items are in progress:

- provide for firefighter rehab on incident scenes per NFPA standard
- schedule annual CPR re-certification for police and firefighters
- schedule an EMT-basic course for interested Somersworth firefighters
- schedule an EMT-A ALS course for interested Somersworth firefighters
- provide an MCI trailer for 100 patients
- provide an EMT-A "quick-in" bag for Fire Department EMT-Intermediates
- assume control of the city's defibrillator program and employee training
- prepare to present to the city American's "compassionate care" program
- tailor "QA/QI" program to the city's requirements

Other issues such as required reports and meetings with the city: EMS coverage at city sponsored events: high school scholarships and citizen CPR instruction: and "fair market value" for dispatching services will be undertaken in the near future.