


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 17, 2015
SUBJECT: City Manager's Report for Monday, July 20, 2015
City Council Agenda

6:45 p.m. Public Hearing
Re: Resolution No. 38-15 Restrict the Use of Municipal and Transportation Improvement Fund.

6:50 p.m. Public Hearing
Re: Ordinance No. 25-15 Supplemental Appropriation for Rocky Hill Road Water Tank

Lay on the Table (under Section 12 of Agenda)

Ordinances

- A. **Ordinance No. 24-15 Amend Chapter 13, Police Offenses, Section 3.1.G, Permits and Reserved Parking.** Reminder: this is an amendment to recent legislation passed by the City Council. It is being brought forward by the Public Safety Committee.

Unfinished Business (under Section 13 of Agenda)

Ordinances

- A. **Ordinance No. 25-15 Supplemental Appropriation for Rocky Hill Road Water Tank Rehabilitation.** Finance Committee supports the Resolutions and the Supplemental Appropriation to complete the project. The funding would come from the Water Enterprise Fund Balance.

Resolutions

- A. **Resolution No. 38-15 To Restrict the Use of Municipal and Transportation Improvement Fund for the Purpose of Funding in Whole or in Part Improvements to the Local or Regional Transportation System Including Roads, Bridges, Bicycle and Pedestrian Facilities.** Again, this new legislation would restrict the use of these funds and eliminate its use for public transportation and intermodal facilities. State Law required a timeline for holding the Public Hearing, therefore a Public Hearing is scheduled for this Council meeting at 6:45 p.m. After the Hearing, Council should not vote on this legislation until the August 17th Council meeting, again due to specific NH State RSA timelines for both the Hearing and any vote.
- B. **Resolution No. 39-15 To Authorize the City Manager to Utilize Excess Funds From Bonds Issued for School HVAC Projects for the Downtown Improvements Project.** The Finance Committee has reviewed this action item with City staff and supports approval. Bond Counsel has approved the ability of Council to take this action with a 2/3 vote. City Attorney Walter Mitchell is requesting the City Council amend the Resolution by adding the underlined shown below.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT, pursuant to RSA 33:3-a(II), the City Manager is authorized to utilize the excess funds from the bonds issued for School HVAC projects for the Downtown Improvements Project which shall not exceed \$78,535 (Seventy Eight Thousand Five Hundred Thirty Five dollars).

- C. **Resolution No. 40-15 To Authorize the City Manager to Contract With Utility Services Company, Inc. of Perry, GA for the Cleaning, Painting and Rehabilitation of the Rocky Hill Road Water Storage Tank.** The Project Engineer recommends this award based on the bids received.
- D. **Resolution No. 41-15 To Authorize the City Manager to Contract Tata and Howard of Portland, ME for Contract Administration and Resident Inspection Associated with the Cleaning, Painting, and Rehabilitation of the Rocky Hill Road Water Storage Tank.** Finance Committee supports the Resolutions and the Supplemental Appropriation from the Water Fund Balance.

New Business (under Section 14 of Agenda)

Ordinances

- A. **Ordinance No. 1-16 Amending Chapter 4, Personnel Rules & Regulations, Compensation Schedule, FY 2015-2016.** This is a recommendation from the Government Operations Committee. I have attached the projected cost.
- B. **Ordinance No. 2-16 Adopt New chapter 13E, the Passing of Items To or From the Occupant of a Motor Vehicle on a Roadway.** City Attorney Walter Mitchell has reviewed the content of this Ordinance, focusing especially on the possible constitutional issues that sometimes arise out of so-called "panhandler" ordinances drafted more broadly than this one. It is his opinion that the City has the legal authority to adopt such an Ordinance and that, if challenged, it will be found by the court to be within constitutional parameters.

- A. Ordinance No. 3-16 Amend Chapter 17, Forest Glade Cemetery, Clerk Salary.** This Ordinance change is to eliminate the Trustee Secretary stipend requirement. The former stipend for the Trustee Secretary would then be put into the building maintenance budget for additional work to be done in the cemetery as needed. The Cemetery Trustees have requested this change.
- B. Ordinance No. 4-16 Amending Chapter 30 Conduct in Public Parks.** The current Ordinance gives the enforcement responsibility to the Somersworth Police Department. The proposed Ordinance allows any other City officials to enforce the provisions of the ordinance in addition to the Police Department. Attached is a memorandum from Director Sharples explaining this change. The Recreation Committee supports this Ordinance change.

Resolutions

- A. Resolution No. 1-16 Authorize the City Manager to Enter into a Grant Agreement with the State of New Hampshire Division of Historical Resources for a Certified Local Government (CLG) Grant to Nominate the Forest Glade Cemetery to the National Register of Historic Places.** Attached is a memorandum from Director Sharples. The Cemetery Trustees have been working on this item.
- B. Resolution No. 2-16 Authorize the City Manager to Enter into a Grant Agreement with the Piscataqua Region Estuaries Partnership (PREP) for a Grant to Complete a Natural Resource Inventory to Guide Short-Term and Long-Term Land Conversion Priorities.** Attached is a memorandum from Director Sharples. I had also mentioned this Grant proposal at the last Council meeting.

Other

- A. Vote to Authorize the City Manager to Sign a Revised Contract with American Ambulance Inc.** The Public Safety Committee supports this action. An Executive Summary of the changes is attached. Please note that under the term and termination clause, either party (City or American Ambulance) may terminate the Agreement without cause with a ninety day notice.
- B. Discuss Seed of Faith's Offer to Purchase Malley Farm Property.** Attached is a letter from Executive Director/Founder of Seeds of Faith, Theresa Tozier. Theresa has been invited to attend Monday's meeting.
- C. Discuss Turning off City Street Lights.** This initiative has been discussed at the Traffic Safety Committee. Director of Planning & Development Dave Sharples stated that his department along with the Police department have identified approximately 165 lights. Of these lights, they also decided that no light will be turned off in the Downtown area. Basically the recommendation will be to turn off every other light. Director Sharples informed the Finance Committee that they have identified street lights that may be turned off in accordance with the decision made by Council during the budget deliberations. However, Eversource has informed us the estimated cost to remove that many lights is approximately \$50,000. Approximate savings per year for lights turned off is \$20,000.
- D. Letter to Maine DOT Regarding the Bridge Project.** This request comes from Councilor Witham.

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

A. Information Items:

1. **Gerrish Commons Pump Station.** The residents have given the City the \$12,500 to cover some maintenance items to the pump station. The Public Works Committee had voted to bring the City's acceptance to the full Council once the funding was secured. As such, unless directed otherwise, a Resolution will appear on the August meeting agenda.

B. Attachments:

1. City Attorney Certifications, Seven (7).
2. Department Head Monthly Reports.
3. Landfill Solar Project Presentation to Finance Committee.

ORDINANCE NO. 24-15 AMEND CHAPTER 13, POLICE OFFENSES, SECTION 3.1.G,
PERMIT AND RESERVED PARKING.

Somersworth, NH
June 1, 2015

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:

Amend Chapter 13, Police Offenses, Section 3.G.1, Permit and Reserved Parking, paragraph 5, by adding the word "Street" after the word "Market" and adding the following sentence at the end:

"A permit fee of \$10.00 per month will be charged."

Further amend Chapter 13, Police Offenses, Section 3.1.G, Permit and Reserved Parking, paragraph 8, by amending number 1, 3 and 3 as follows:

1. Delete the word "one" and replace with the word "three", replace P.T. with P.T., (Plaza Terrace,)" and replace the amount "\$20.00" with the amount "\$10.00".
2. Delete the number "3" and correct to "2" and delete the amount "\$20.00" and replace with "\$10.00".
3. Add the word "marked SSP, (Somersworth Shopping Plaza,)" between the words "permits" and "will"; delete the word "ten" and replace with the word "five"; delete the words "center" and running" and replace the words "east to west" with the words "closest to Main Street" in the first sentence. Add the following sentence, "Vehicles with permits will be allowed to park all day in the Somersworth Shopping Plaza." before the last existing sentence; "A permit fee of \$10.00 will be charged."

This Ordinance shall take effect upon its passage.

Introduced by Councilors

Martin Pepin
Brian Tapscott
Denis Messier
Jennifer G. Soldati

Approved:

City Attorney

(This Ordinance establishes a fee structure of \$10.00 per month for Plaza Terrace parking which is now 24-hour parking and exempt from winter snow bans, and \$10.00 per month for daytime parking for businesses. This resolution requires a Public Hearing.)

ORDINANCE NO. 25 -15 SUPPLEMENTAL APPROPRIATION FOR ROCKY HILL
ROAD WATER TANK REHABILITATION.

Somersworth, NH
June 15, 2015

THE CITY OF SOMERSWORTH ORDAINS THAT pursuant to Section 7.7(a) of the City Charter:

The annual budget for the City of Somersworth for Fiscal Year 15-16 is amended as follows:

Appropriate \$502,281 from Water Utility Revenue to the Water Department section of the FY 15-16 Water Fund budget as follows:

Original Budget	Amendment	Revised Budget
\$ 2,039,311	\$ 502,281	\$ 2,541,592

Approved as to Funding:

Recorded by:

Scott A. Smith
Director of Finance and Administration

Trish Harris
City Clerk

Background:

This ordinance appropriates the use of Water Fund Revenue for the rehabilitation of the Rocky Hill Road Water Tank. Project costs include \$429,131 as the bid cost, \$21,500 for contingencies, and \$51,650 for the contract engineers to provide contract administration and resident inspection.

This Ordinance requires a public hearing and requires a 2/3 majority vote of the City Council after the public hearing subject to Section 7.4.1 and Section 7.7 (A) of the City Charter.

Introduced by Councilors

David Witham
Dale R. Sprague
Jennifer G. Soldati
Martin Pepin

Approved:

City Attorney

RESOLUTION NO. 38 – 15 TO RESTRICT THE USE OF THE MUNICIPAL AND TRANSPORTATION IMPROVEMENT FUND FOR THE PURPOSE OF FUNDING IN WHOLE OR IN PART IMPROVEMENTS TO THE LOCAL OR REGIONAL TRANSPORTATION SYSTEM INCLUDING ROADS, BRIDGES, BICYCLE AND PEDESTRIAN FACILITIES.

Somersworth, NH
June 1, 2015

WHEREAS, the City Council adopted Resolution 17-13 to establish an additional fee on motor vehicle registrations for the purpose of supporting a municipal and transportation improvements fund in accordance with RSA 261:153, and

WHEREAS, RSA 261:153 VI (a) allows the fee collected under this statute to be deposited into a municipal transportation improvement fund established to allow a community to fund, wholly or in part, improvements in the local or regional transportation system including roads, bridges, bicycle and pedestrian facilities, parking and intermodal facilities, and public transportation, and

WHEREAS, RSA 261:153 VI (c) (3) allows a City to restrict the use of the municipal transportation improvement fund to one or more of the transportation system modes provided for in RSA 261:153 VI (a), and

WHEREAS, the City Council is choosing to restrict the use of the municipal and transportation fund for the purpose of funding, in whole or in part, improvements in the local or regional transportation system including roads, bridges, bicycle and pedestrian facilities, and

WHEREAS, it is the intent of this Resolution that improvements made to the local or regional transportation system including roads, bridges, bicycle and pedestrian facilities will only be made in the City of Somersworth rights of way,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT in accordance with RSA 261:153 VI (c) (3) the City is restricting the use of the municipal and transportation fund for the purpose of funding, in whole or in part, improvements in the local or regional transportation system including roads, bridges, bicycle and pedestrian facilities, and

BE IT FURTHER RESOLVED THAT this restriction shall take effect immediately upon passage.

Introduced by Councilor
Dale R. Sprague

Approved:

City Attorney

In accordance with RSA 261:153 VI(c) (2) This Resolution requires a public hearing that must be held at least 15 days but not more than 30 days before the question is voted on. Notice of the hearing shall be posted in at least 2 public places and published in a newspaper of general circulation at least 7 days before the hearing.

RESOLUTION NO. 39 – 15 AUTHORIZE THE CITY MANAGER TO UTILIZE EXCESS FUNDS
FROM BONDS ISSUED FOR SCHOOL HVAC PROJECTS FOR THE DOWNTOWN
IMPROVEMENTS PROJECT.

Somersworth, NH
June 15, 2015

WHEREAS, the City Council of the City of Somersworth adopted Resolution 8-13 and Resolution 18-13 to appropriate and to provide bond funding for replacement of HVAC (Heating-Ventilation-Air Conditioning) Units throughout various school buildings, and

WHEREAS, at the conclusion of the replacement of the HVAC Units there are excess bond proceeds available in the amount of \$78,535 (Seventy Eight Thousand Five Hundred Thirty Five dollars), and

WHEREAS, the Downtown Improvements Project (authorized under Resolutions 8-13 and 18-13) is scheduled to be completed this summer and has an estimated deficit of approximately \$54,000 (Fifty Four Thousand dollars),

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT, pursuant to RSA 33:3-a(II), the City Manager is authorized to utilize the excess funds from the bonds issued for School HVAC projects for the Downtown Improvements Project.

Introduced by Councilors

David Witham
Dale Sprague
Jennifer Soldati
Martin Pepin

Approved:

City Attorney

This Resolution requires a 2/3 majority vote of the City Council.

RESOLUTION NO. 40 – 15 AUTHORIZE THE CITY MANAGER TO CONTRACT
WITH UTILITY SERVICES COMPANY, INC. OF PERRY, GA FOR THE
CLEANING, PAINTING, AND REHABILITATION OF THE ROCKY HILL ROAD
WATER STORAGE TANK..

Somersworth, NH
June 15, 2015

WHEREAS, the Somersworth Capital Improvement Program for Fiscal Years 2016-2021 contains a recommendation to clean, paint, and rehabilitate the Rocky Hill Road water storage tank, and

WHEREAS, the City requested sealed bids from qualified contractors for this project, and

WHEREAS, the City's consultant engineer reviewed the bids received and recommends contracting with Utility Services Co., Inc. of Perry, Ga. at a cost of \$450,631 (Four Hundred Fifty Thousand Six Hundred Thirty One dollars) which includes an amount of \$21,500 (Twenty One Thousand Five Hundred dollars) for contingency, and

WHEREAS, the Finance Committee for the City of Somersworth has reviewed the recommendation by the City's consultant engineer to award the contract to Utility Services Co., Inc., 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 Utility Services Company, Inc. of Perry, Ga. for the cleaning, painting, and rehabilitation of the Rocky Hill Road Water Storage Tank and take any and all other such actions relative to this project determined to be in the best interest of the City.

Introduced by Councilors;

David A. Witham
Dale R. Sprague
Jennifer Soldati
Martin Pepin

Approved

City Attorney

RESOLUTION NO. 41 – 15 AUTHORIZE THE CITY MANAGER TO CONTRACT WITH
TATA AND HOWARD OF PORTLAND, ME FOR CONTRACT ADMINISTRATION AND
RESIDENT INSPECTION ASSOCIATED WITH THE CLEANING, PAINTING, AND
REHABILITATION OF THE ROCKY HILL ROAD WATER STORAGE TANK..

Somersworth, NH
June 15, 2015

WHEREAS, the Somersworth Capital Improvement Program for Fiscal Years 2016-2021 contains a recommendation to clean, paint, and rehabilitate the Rocky Hill Road water storage tank, and

WHEREAS, the City contracted with Tata & Howard to prepare bid specifications, receive, review and recommend a contract award for the cleaning, painting, and rehabilitation of the Rocky Hill Road water storage tank, and

WHEREAS, the City requires engineering assistance for the purpose of providing contract administration and resident inspection for the project, and

WHEREAS, The Finance Committee of the City of Somersworth has reviewed this with staff and recommends contracting with Tata and Howard of Portland, Me. for an amount not to exceed \$51,650 (Fifty One Thousand Six Hundred Fifty dollars) to provide these engineering services,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Tata and Howard of Portland, Me. for an amount not to exceed \$51,650 (Fifty One Thousand Six Hundred Fifty dollars) to provide contract administration and resident inspection associated with the cleaning, painting, and rehabilitation of the Rocky Hill Road Water Storage Tank and take any and all other such actions relative to this project determined to be in the best interest of the City.

Introduced by Councilors;

David A. Witham
Dale R. Sprague
Jennifer Soldati
Martin Pepin

Approved

City Attorney

Bob Belmore

From: Scott A. Smith
Sent: Wednesday, January 28, 2015 10:31 AM
To: bbelmore@somersworth.com
Cc: Brenda Breda; Linda Corriveau
Subject: Finance Committee
Attachments: non-union pay plan fy2016.doc; ordinance _ Health Insurance FY16.doc

Bob,

Attached are draft ordinances for the non-union pay plan and health insurance change for Finance Committee review on Friday. I estimate the net cost of these changes for non-union as follows:

2% increase plus roll-ups	\$ 29,053
Savings due to 1.5% increase in employee health contribution	<u>(\$ 7,186)</u>
-	
<u>Estimated Net Cost to City</u>	\$ 21,867

Linda, I have copied you hoping you would review the non-union pay plan and check for errors before we distribute to Fin Com.

Also, I have calculated this for Water/Wastewater, but giving our potential of opening up their contract I didn't think it made any sense to include at this time. Let me know if you need anything else or have any questions.

Thanks,

Scott A. Smith
Director of Finance
City of Somersworth

ORDINANCE NO. 1-16 AMENDING CHAPTER 4, PERSONNEL RULES AND REGULATIONS

Somersworth, NH

July 20, 2015

THE CITY OF SOMERSWORTH ORDAINS THAT the Ordinances of the City of Somersworth, as amended, be further amended as follows:

Amend Chapter 4 by deleting the Compensation Schedule in its entirety and replacing it with the following:

Personnel Rules and Regulations
FY2015-2016 Compensation Schedule
(2% Increase effective upon adoption)

GRADE		HIRE	1	2	3	4	5
6	A	21,178.53	22,082.34	22,912.87	23,841.11	24,793.78	25,746.44
	H	10.1820	10.6165	11.0158	11.4621	11.9201	12.3781
7	A	22,204.48	23,035.01	24,060.96	25,013.62	25,917.43	26,234.99
	H	10.6752	11.0745	11.5678	12.0258	12.4603	12.6130
8	A	23,328.13	24,231.95	25,184.61	26,234.99	27,309.79	28,409.03
	H	11.2154	11.6500	12.1080	12.6130	13.1297	13.6582
9	A	24,500.65	25,477.74	26,503.69	27,578.50	28,653.30	29,850.24
	H	11.7792	12.2489	12.7422	13.2589	13.7756	14.3511
10	A	25,697.59	26,723.54	27,749.49	28,922.00	30,021.23	31,315.88
	H	12.3546	12.8479	13.3411	13.9048	14.4333	15.0557
11	A	27,016.67	28,115.90	29,166.27	30,338.79	31,584.58	32,854.81
	H	12.9888	13.5173	14.0222	14.5860	15.1849	15.7956
12	A	28,384.60	29,508.26	30,631.92	31,877.71	33,074.65	34,393.73
	H	13.6464	14.1867	14.7269	15.3258	15.9013	16.5354
13	A	29,801.39	30,973.90	32,244.12	33,563.20	34,857.85	36,323.49
	H	14.3276	14.8913	15.5020	16.1362	16.7586	17.4632

GRADE		HIRE	1	2	3	4	5
14	A	31,218.17	32,463.97	33,758.62	35,175.41	36,567.77	38,008.98
	H	15.0087	15.6077	16.2301	16.9113	17.5807	18.2735
15	A	32,854.81	34,198.31	35,541.82	36,934.18	38,326.54	39,841.03
	H	15.7956	16.4415	17.0874	17.7568	18.4262	19.1543
16	A	34,418.16	35,786.09	37,227.30	38,863.94	40,305.15	41,990.64
	H	16.5472	17.2049	17.8977	18.6846	19.3775	20.1878
17	A	36,201.36	37,667.00	40,207.44	40,720.42	42,332.62	44,018.11
	H	17.4045	18.1091	19.3305	19.5771	20.3522	21.1626
18	A	38,008.98	39,523.48	41,037.97	42,747.89	44,457.81	46,314.28
	H	18.2735	19.0017	19.7298	20.5519	21.3739	22.2665
19	A	39,841.03	41,477.67	43,187.58	44,970.78	46,705.12	48,610.46
	H	19.1543	19.9412	20.7633	21.6206	22.4544	23.3704
20	A	41,966.21	43,676.13	45,312.76	47,144.82	49,025.72	50,931.06
	H	20.1761	20.9981	21.7850	22.6658	23.5701	24.4861
21	A	44,018.11	45,752.46	47,657.79	49,514.27	51,492.89	53,495.93
	H	21.1626	21.9964	22.9124	23.8049	24.7562	25.7192
22	A	46,289.86	48,073.06	50,002.82	51,908.15	54,106.61	56,256.22
	H	22.2547	23.1120	24.0398	24.9558	26.0128	27.0463
23	A	48,561.60	50,515.79	52,421.13	54,595.16	56,769.20	59,065.37
	H	23.3469	24.2864	25.2025	26.2477	27.2929	28.3968
24	A	50,931.06	52,982.96	55,083.71	57,331.03	59,553.92	61,972.23
	H	24.4861	25.4726	26.4826	27.5630	28.6317	29.7943
25	A	53,495.93	55,718.82	57,868.43	60,262.31	62,729.47	65,196.64
	H	25.7192	26.7879	27.8214	28.9723	30.1584	31.3445
26	A	56,231.80	58,869.95	60,677.58	63,144.74	65,782.90	68,250.06
	H	27.0345	28.3029	29.1719	30.3580	31.6264	32.8125
27	A	58,918.81	61,410.40	63,804.28	66,442.43	69,105.02	71,767.60
	H	28.3263	29.5242	30.6751	31.9435	33.2236	34.5037
28	A	61,898.94	64,414.96	66,857.70	69,569.14	72,427.14	75,285.14
	H	29.7591	30.9687	32.1431	33.4467	34.8207	36.1948
29	A	64,976.79	67,614.95	70,253.10	73,037.82	76,115.67	79,095.81
	H	31.2388	32.5072	33.7755	35.1143	36.5941	38.0268

(2% increase of minimum and maximum effective upon adoption)

Grade		MINIMUM	MAXIMUM
25	A	54,765.72	69,804.43
	H	26.3297	33.5598
30	A	69,532.00	84,774.68
	H	33.4288	40.7571
31	A	75,959.33	92,419.40
	H	36.5189	44.4324
32	A	76,670.67	93,412.20
	H	36.8609	44.9097
33	A	80,557.54	97,959.60
	H	38.7296	47.0960
34	A	84,622.25	102,938.87
	H	40.6838	49.4898
35	A	88,864.81	108,045.17
	H	42.7235	51.9448
36	A	93,335.99	113,456.32
	H	44.8731	54.5463
37	A	97,908.79	119,045.30
	H	47.0715	57.2333

This Ordinance will take effect upon adoption.

Introduced by Councilors:

Jennifer Soldati

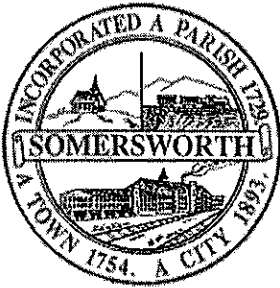
Denis Messier

Brian Tapscott

Sean Collins

Approved:

City Attorney



Somersworth Police Department

12 Lilac Lane

Somersworth, NH 03878

Business: (603) 692-3131 Fax: (603) 692-2111

Dean W. Crombie
Chief of Police

MEMORANDUM

Memo To: Bob Belmore, City Manager
From: Dean Crombie, Chief of Police
Date: June 25, 2015
Subject: Panhandling Ordinance

Bob:

This memo is in reference to your inquiry about a panhandling ordinance and if Dover would be interested in a consolidated effort with Somersworth to draft something that would work. I spoke with Chief Colarusso and explained that that we "move the beggars along" right now, but they set up right in front of the "Welcome to Somersworth" sign on High Street and it generates a poor image for folks entering our City.

I also explained that we were looking at the Concord ordinance and he stated that he had also looked at the document and Dover felt it was flawed in that the way it was worded and felt it was just a subterfuge to get rid of the panhandlers. The Chief went on to say that they allow charities to do collections at the side of different roads for non-profits and every year the firemen do their "boot drive" for charity which would be in direct violation of the ordinance.

Another issue Dover had with the Concord ordinance was it also subjected the operator or the passenger of a motor vehicle who could hold out a dollar (out of the goodness of their heart) to someone with a "veteran sign" around their necks, and be subjected to a \$500 fine. As read, the ordinance applies to both the collector and the operator and passenger of a vehicle.

We discussed the problem a little bit more and the Chief stated that they really weren't interested in going down this road with us.

DC:kmc

ORDINANCE NO. 2-16 ADOPT NEW CHAPTER 13E, THE PASSING OF ITEMS TO OR FROM THE OCCUPANT OF A MOTOR VEHICLE ON A ROADWAY

Somersworth NH
July 20, 2015

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH
THAT the Ordinances of the City of Somersworth be amended by adopting Chapter 13E:

CHAPTER 13E

THE PASSING OF ITEMS TO OR FROM THE OCCUPANT OF A MOTOR
VEHICLE ON A ROADWAY

- (1) *Intent of Section.* This Section is intended to provide for the free flow of motor vehicle traffic on roadways in the City. The City Council finds that persons who distribute any item to, receive any item from or exchange any item with the occupant of a motor vehicle upon a roadway present a threat to the free and safe flow of motor vehicle traffic. By this Section, the City Council intends to promote the health, safety and welfare of the citizens traveling by vehicle in the City.
- (2) *Definitions.* For purposes of this Section, the following definitions apply:
 - (a) *Pass/Passing.* Distributing any item to, receiving any item from, or exchanging any item with the occupant of a motor vehicle that is located in the roadway.
 - (b) *Roadway.* All public roads open to motorized vehicles within the City. This definition excludes private roads and private property. This definition also excludes areas in which parking is permitted in the City.
 - (c) *Item.* Any physical object.
- (3) *Prohibition on Roadways.* It shall be unlawful to violate any of the prohibitions set forth below in the City.
 - (a) No person shall knowingly distribute any item to, receive any item from, or exchange any item with the occupant of any motor vehicle when the vehicle is located in the roadway.
 - (b) This Section shall not apply to the distribution, receipt or exchange of any item with the occupant of a motor vehicle on private property or in a permitted parking area.
 - (c) This Section shall not apply to any law enforcement officer acting in the scope of his/her official duty.

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(d) This Section shall not apply to the distribution, receipt or exchange of any item with the occupant of a motor vehicle located in the roadway in order to assist the occupant after a motor vehicle accident, with a disabled motor vehicle or where the occupant is experiencing a medical emergency.

(4) *Penalty.* A person found in violation of this Section shall be guilty of a violation and may be fined not more than \$500.00.

(5) *Severability.* If any provision of this section is declared invalid or unconstitutional by any Court of competent jurisdiction, the remaining provisions shall be severable and shall continue in full force and effect.

This Ordinance shall be effective upon its passage.

Introduced by

Councilor Dale R. Sprague
Mayor Dana Hilliard

Approved:

City Attorney

ORDINANCE NO. 3-16 AMEND CHAPTER 17, FOREST GLADE CEMETERY

Somersworth NH
July 20, 2015

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:

- Amend Chapter 17, Forest Glade Cemetery, Section 17.2 by removing the following sentence:
 - The member chosen as clerk shall receive an annual salary of six hundred dollars.

This Ordinance shall be effective upon its passage.

Introduced by
Mayor Dana Hilliard

Approved:

City Attorney

MEMORANDUM

DATE: JULY 14, 2015

TO: ROBERT M. BELMORE, CITY MANAGER

FROM: DAVID E. SHARPLES, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

SUBJECT: PROPOSED ZONING AMENDMENT REGARDING ENFORCEMENT AUTHORITY UNDER CHAPTER 30 CONDUCT IN PUBLIC PARKS

I have attached a proposed amendment to Chapter 30 Conduct in Public Parks as discussed at the Recreation Committee. The current ordinance gives the enforcement responsibility to the Somersworth Police Department. The proposed ordinance allows any other City official to enforce the provisions of the ordinance in addition to the Police Department. The intent of the amendment is to allow the Code Compliance Officer, the Code Enforcement Officer, or others to enforce the provisions without getting the police involved unless necessary. I did speak with Stephen Buckley the NHMA attorney and we concluded that leaving the language broad to include any City official was the best course of action.

Thank you.

ORDINANCE NO. 04-16 AMENDING CHAPTER 30 CONDUCT IN PUBLIC PARKS

July 20, 2015
Somersworth NH

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:

Amend Chapter 30 City of Somersworth Conduct in Public Parks Section 9 Enforcement
by DELETING SECTION 9.1 and REPLACE with the following:

Section 9. Enforcement.

1. **Officials.** Enforcement of this Ordinance will be the responsibility of the
Somersworth Police Department or any other City official.

This Ordinance shall be effective upon its passage.

Introduced by Councilors:

Martin Pepin
Brian Tapscott
Jonathan McCallion

Approved:

City Attorney



David E. Sharples
Director of Planning and Community Development

June 26, 2015

To: Robert M. Belmore, City Manager

Re: Certified Local Government grant

I am pleased to inform you that the Certified Local Government grant submitted by Tim Metivier in partnership with the Cemetery Board of Trustees has been awarded funding. The grant award is for \$9,000 and will allow the City to proceed with nominating the Forest Glade Cemetery to the National Register of Historic Places. If the nomination is accepted, it will allow the City to access certain funding opportunities due to the designation. This grant does not require any match from the City and the grant funds will reimburse 100% of the project. I have enclosed the Resolution for your review.

Thank you

enc (1)

RESOLUTION NO. 1-16 AUTHORIZING THE CITY MANAGER TO ENTER INTO
A GRANT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DIVISION OF
HISTORICAL RESOURCES FOR A CERTIFIED LOCAL GOVERNMENT (CLG)
GRANT TO NOMINATE THE FOREST GLADE CEMETERY TO THE NATIONAL
REGISTER OF HISTORIC PLACES.

Somersworth, NH
July 20, 2015

WHEREAS, the City of Somersworth has applied for a grant to the State of New Hampshire by and through the Division of Historical Resources; and

WHEREAS, the City of Somersworth has received notification of a \$9,000 Grant Award; and

WHEREAS, the Grant will allow the City of Somersworth to hire a Preservation Consultant to survey the site and prepare an application to the National Register of Historic Places;

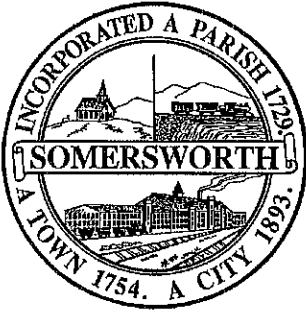
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute any documents, agreements and take any and all such actions on behalf of the City, for this State of New Hampshire Division of Historical Resources Certified Local Government Grant to Nominate the Forest Glade Cemetery to the National Register of Historic Places.

Introduced by

Mayor Dana S. Hilliard

Approved:

City Attorney



David E. Sharples
Director of Planning and Community Development

June 26, 2015

To: Robert M. Belmore, City Manager

Re: PREP Grant

I am pleased to inform you that the grant I submitted to conduct a Natural Resource Inventory of our City has been approved and I have enclosed the award letter. As you may remember, this grant requires a 25% cash match that the Conservation Commission agreed to supply out of their funds. The total grant award is \$7,200. The total project is estimated at \$14,400 with \$7,200 being supplied by the grant, \$1,800 in cash from the Conservation Commission, and \$5,400 from in-kind services.

Thank you

enc (1)

over



June 26, 2015

Dave E. Sharples
Director of Planning and Community Development
City of Somersworth
1 Government Way
Somersworth, NH 03878

Dear Dave Sharples,

We are pleased to inform you that the Piscataqua Region Estuaries Partnership (PREP) has approved the grant application for the City of Somersworth in the amount of \$7,200 for a project to complete a natural resource inventory to guide short-term and long-term land conservation priorities in accordance with the recommendations from the 2015 Piscataqua Region Environmental Planning Assessment.

Grant disbursement will be provided as follows:

50% grant payment at 50% project completion. Request must be accompanied by summary of project milestones completed to the 50% mark, along with 50% match documentation.

Final 50% grant payment at completion of project once PREP has received and approved all deliverables. Payment request must be accompanied by remaining 50% match documentation in the budget form provided to you by PREP.

Some specific guidance from our grant reviewers that we would like you to address by July 1, 2015 includes:

- **Engage the Salmon Falls Watershed Collaborative**

PREP Staff will be reaching out to you in the coming weeks (by August 1, 2015) to request a more specified timeline and project work plan for your grant project. PREP is going to help you implement your project using the Natural Resource Outreach Coalition (NROC) and/or NH Coastal Adaptation Workgroup (NHCAW) and therefore a timeline with associated milestones (i.e. workshops, mailings, and public hearings) will help us coordinate the assistance partners.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Rouillard", written in a cursive style.

Rachel Rouillard
Director

RESOLUTION NO. 2-16 AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE PISCATAQUA REGION ESTUARIES PARTNERSHIP (PREP) FOR A GRANT TO COMPLETE A NATURAL RESOURCE INVENTORY TO GUIDE SHORT-TERM AND LONG-TERM LAND CONSERVATION PRIORITIES.

Somersworth, NH
July 20, 2015

WHEREAS, the City of Somersworth has applied for a grant to the Piscataqua Region Estuaries Partnership; and

WHEREAS, the City of Somersworth has received notification of a \$7,200 Grant Award; and

WHEREAS, the City of Somersworth is matching this Award with a cash match from the Conservation Commission funds and in-kind professional services; and

Explanation of Total Project Grant Breakdown

City Match	=	\$5,400 In-Kind Professional Services \$1,800 cash match from Conservation Commission
<u>PREP Grant</u>	=	<u>\$7,200</u>
Total Project Cost	=	\$14,400

WHEREAS, the Grant will allow the City of Somersworth to complete a natural resource inventory to guide short-term and long-term land conservation priorities in accordance with the recommendations from the 2015 Piscataqua Region Environmental Planning Assessment; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute any documents, agreements and take any and all such actions on behalf of the City, for this Piscataqua Region Estuaries Partnership (PREP) Grant to complete natural resource inventory to guide short-term and long-term land conservation priorities in accordance with the recommendations from the 2015 Piscataqua Region Environmental Planning Assessment.

Introduced by

Mayor Dana S. Hilliard

Approved:

City Attorney

Executive Summary of Contract Changes

The city currently has one (1) year left on the current agreement with a three (3) year extension at the cities option. At the same time there are several areas of the present agreement that need to be cleaned up and adjusted to reflect how we are currently operating in the city . We would like to add the three (3) year extension to the one (1) remaining year of the agreement and have a four (4) contract with an additional four (4) year extension at the cities option for a zero dollar cost throughout the life of the agreement. This extension is a positive move that provides stability in the system with both experienced employees and allows the purchase of expensive equipment with the ability to depreciate the expense over the length of the overall agreement. This extension also allows the city to know that its EMS needs are secured for the foreseeable future.

1. **Section 2** *This is changed from a brand new ambulance to maintaining an ambulance for the City with maximum allowable miles and age.*
2. **Section 3.** *Allows for American Ambulance to redistribute the additional hours needed during major weather or long term incidents from the additional 56 weekly required hours.*
3. **Section 5.** *Changed the average to be measured on Emergent priority life threatening calls. This change is a safety measure for the non life threatening calls. Ambulances will respond with flow of traffic. This is safer for the citizens and our crews.*
4. **Section 9.** *The requirement for a NH based billing and customer service office is deleted. We routinely and effectively provide billing customer service through our in house management staff. However we have developed a fleet maintenance division where we service our NH/ME fleet and our Massachusetts fleet. This brings employment into the city above and beyond our clinical and dispatch staff.*
5. **Section 16.** *This section is changed to offer an EMT class and Advanced EMT classes on biannual bases. This will allow for sufficient numbers of students to attend. Additionally a requirement for 4 city staff to be preregistered was added. Classes with less than 4 students are not conducive for practical learning in these two specific courses.*

AGREEMENT

CITY OF SOMERSWORTH & AMERICAN AMBULANCE, INC.

1. Term and Termination. This Agreement, between the City of Somersworth (City) and American Ambulance, Inc. (Contractor), shall be for a term of ~~three~~^{four} (43) years beginning on ~~August 1, 2015~~^{July 1, 2014}, through ~~July 31, 2019~~^{June 30, 2014}, unless terminated earlier by the rights stated herein. This Agreement may be terminated by either party upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice ("Breach Notice") thereof to the other Party. The Breach Notice must specifically identify the material breach and specifically request remedy. Either party may terminate this Agreement without cause by ninety (90) days written notice to the other party.

Comment [ss1]: Establish Dates

The City of Somersworth reserves the right to extend the term of this agreement for an additional ~~four~~^{three} (43) year term beginning July ~~31, 2014~~^{31, 2014} through ~~July 31, 2023~~^{June 30, 2024}. The Contractor should be notified 90 days in advance of the conclusion of the initial ~~three~~^{four} (34) year term of the City's intention to exercise the right to extend the agreement.

2. Ambulance. The Contractor will provide one (1) ~~brand new~~ Type III (box) ambulance, dedicated to the City of Somersworth, ~~with a custom graphics package stating "dedicated to the Somersworth Community", or similarly approved City identifying graphic.~~ This ambulance shall be no more than 5 years of age or no more than 250,000 miles.

3. Emergency Medical Services. The Contractor shall provide emergency medical ambulance services, ~~utilizing the vehicle identified in section 2,~~ with level of care to be provided at the Paramedic within the City service area during the Term of this Agreement, twenty-four (24) hours per day, and seven (7) days per week. The Contractor shall also supply a second emergency medical ambulance services with level of care to be provided at the Paramedic level for 56 hours per week, such hours to be scheduled by the City. ~~After 90 days the availability of the 2nd emergency ambulance will be evaluated to see if additional hours are warranted.~~ The 2nd emergency ambulance will be available outside the City determined 56 hours if it is NOT engaged in another call. Contractor shall respond immediately in accordance with applicable dispatch protocols. ~~If Contractor is unable to immediately respond an ambulance due to multiple calls or disaster situation/s,~~ the Contractor will supply a service unit at the paramedic, intermediate, or basic level, or if necessary City approved mutual aid backup services will be arranged. The Contractor agrees the EMS Supervisor shall respond to incidents if required by the City. Any additional coverage hours that are provided or requested for incidents of long duration not specified in section 14 will count towards the additional 56 unit hours.

The Contractor ~~shall provide the City a cardiac monitoring device, appropriate EMT-A disposable supplies, and training to the Fire Department for their use and~~ will re-supply the Fire Department with disposable supplies used during incidents.

4. **Accreditation.** Contractor shall provide proof of accreditation (Commission on Accreditation of Ambulance Services or similar accreditation) by June 30, 2014, and agrees to keep accreditation current during the term of this contract.

The Contractor's personnel shall be licensed at the appropriate level with the State of New Hampshire and shall be certified at appropriate NIMS levels, ICS 100, 200, NIMS 700, and 800. The contractor shall be licensed by the State of New Hampshire and Maintain such at the ALS level.

5. **Response Time Standards.** Contractor shall respond to all requests for emergency service from persons within the limits of the City such that response times will average no more than seven (7) minutes from the time the ambulance acknowledges receiving the call for EMD assigned Charlie, Delta, and Echo priority calls. Calls received while the dedicated ambulance(s) is/are available for services (i.e., not on another call in the City or severe weather event) will be used for the purpose of this computation.

6. **Reporting.** Contractor shall provide monthly, a copy of the record of incidents to the City including the time a request for service is received; the time the ambulance arrived at the scene, and whether or not the request was made by a City Department. Incident reports may only exclude confidential data which is only available to the patient. If the record of incidents indicates a failure to meet the response times in Paragraph 3 for two consecutive months, then Contractor shall pay a penalty to the City of \$5,000.00 per two month period. Said failure must be solely attributable to actions or omissions on the part of Contractor.

7. **Disaster Response and Planning.** Contractor shall respond to disasters and hazardous material incidents provided in the City's Emergency Management Plan and participate in scheduled and unannounced tests of the Plan as determined by the City.

8. **Radio Communications.** Contractor shall provide two-way radio communication between the ambulance base station and the ambulance(s). The City shall tone out the Contractors personnel for all emergency medical requests that the City receives, as well as continue to communicate by radio on the City with all appropriate and necessary information.

The Contractor also shall be able to communicate with the Somersworth Fire Department and Police Department on their principle radio frequencies, in their mobile units and in their dispatch at the Contractor's expense. The Contractor will operate on Somersworth Fire Department's primary frequency unless otherwise directed by the City.

The Contractor shall maintain electronic tracking of its mobile units.

Traffic Control Device. If it becomes necessary in the City's opinion that a traffic control device is required, the Contractor shall install and pay all charges and maintenance of the traffic control device at the entrance to Contractor's building.

9. **Billing for Emergency Medical Services.** Contractor will bill and keep all fees for emergency medical services provided from its ambulances. Contractor will be responsible for the collection of any and all fees due and owing to it by those persons furnished with emergency medical services.

Contractor will bill emergency medical services at its usual and customary rate. The City will not seek fees or payment from Contractor, patients or any other third-party payers for any emergency medical services. Contractor shall accept assignment from Medicare, Medicaid, and all private insurance carriers which Contractor has a valid agreement with.

~~The Contractor also agrees to establish a NH based billing and customer service office as soon as possible, but not later than June 30, 2014. Contractor agrees to make every reasonable effort to establish this office within the Somersworth City limits.~~

- a) City residents, who qualify for financial hardship, shall be offered a Compassion Care program, which may adjust or eliminate claims owed based on individual financial need. Program details shall be submitted to the City for review and approval for use during the term of this agreement.

11. **No Subsidy.** The Contractor shall receive no subsidy from the City for the provision of services outlined in this agreement.

12. **Bills for the Transportation of City Officials.** There will be no charge for transportation of City Fire Fighters, Police Officers or other City officials representing the City and injured in the line of duty, or ~~well-while~~ conducting City business.

13. **Housing.** Contractor shall be responsible for appropriate housing of its base facility, within the City limits and in a location and facility acceptable to the City of Somersworth.

14. **Stand by Services.** Contractor shall provide stand-by service to the City at no cost for the following scenarios:

- City sponsored civic and sporting events where EMS is requested.
- Emergency services drills where EMS is requested.
- FF rehabilitation at Fire and Emergency scene pursuant to NFPA protocol.
- City opened shelters due to an emergency situation (storm, flood, fire and etc.)
- Contractor shall purchase and maintain an MCI trailer for 100 patients at the ~~Somersworth~~ Somersworth location and make it available for 24 hour dispatch.
- Community outreach program-s to include community CPR, a mock high school disaster event scheduled at the high school's discretion and a Basic EMT scholarship for two (2) high school students annually. Eligible participants for the scholarship can

be students attending Somersworth High School, or residents of Somersworth attending another public high school, private high school, or being home schooled.

15. Standard of Emergency Medical Services. Contractor will provide emergency medical services in accordance with prevailing industry standards of quality and care applicable to the emergency medical services industry. Contractor's staff and vehicles will be licensed, certified and equipped in accordance within applicable federal, state or local laws. Vehicles assigned to the contractor's Somersworth facility shall be registered in the City of Somersworth.

16. Quality Improvement. Contractor and the City agree to meet not less than quarterly, or more frequently upon request by either party to review quality assurance data and any other issues pertinent to the performance of this Agreement.

The City shall notify the Contractor relative to performance issues of any employees based upon complaint of a patient or City staff. The Contractor shall investigate any such claim, and if the complaint is justified, disciplinary action will be taken. The Contractor shall remove from service on this contract any employee who demonstrates less than adequate patient care skills or the ability to work with City staff. If the second justified complaint is lodged, Contractor shall remove the employee immediately.

The Contractor shall provide at no cost to the City, annual CPR certification to all Police Officers and Firefighters. The Contractor also shall provide annual EMT re-certification with American Ambulance for Firefighter's and shall invite the City to participate in all EMT continuing education program offered by the Contractor.

The Contractor shall offer an biannual EMT basic course to Somersworth Fire and Police personnel, training to occur within the City limits when possible, Seacoast Region with a minimum of 4 preregistered City personnel, or to pay the fee for training occurring outside the City limits.

The Contractor shall offer an biannual EMT-A course to Somersworth Fire personnel, training to occur within the City limits, Seacoast Region with a minimum of 4 preregistered City personnel, or to pay the fee for training occurring outside the City limits.

The Contractor shall allow Somersworth Fire and Police personnel to gain didactic skills in their ambulances.

17. Somersworth is strives to be a "Heart Safe" Community. The Contractor annually shall provide updated training for Somersworth employees at facilities with AED's. Contractor shall provide at no cost AED maintenance and training of City staff

18. Insurance. Contractor will obtain and maintain throughout the term of this Agreement, comprehensive automotive insurance, comprehensive general liability insurance, and professional liability insurance. Throughout the Term of this Agreement, Contractor will provide the City with proof of insurance annually.

- a. Insurance coverage shall be maintained throughout the Term of this Agreement at the following levels: General Liability Aggregate: \$6,000,000; General Liability per

Occurrence: \$2,000,000: Personal Injury: \$2,000,000: Automobile Liability:
\$5,000,000: Worker's Compensation: \$1,000,000: Professional Liability:

\$10,000,000 (per occurrence/aggregate). The City shall be named as "Additional Insured."

The Contractor also agrees to provide the City with a payment bond and a performance bond, each in an amount not less than \$500,000, for the duration of this contract and any extensions thereof.

Performance and payments bonds may be issued on an annual basis by a surety acceptable to the City and renewed or continued annually at the option of the Contractor's surety. If the performance and payment bond are not renewed, Contractor shall arrange for replacement bonds or provide another form of security acceptable to the City.

19. Indemnity. Contractor shall indemnify, defend and hold the City, its employees and agents harmless against any claims, liability, losses or damages, incurred by it which may arise from the breach of this Agreement or any negligent, intentional or other tortious act or failure to act by Contractor related to the performance of this Agreement.

20. Relationship. In the performance of this Agreement, each party hereto shall be, as to the other, an independent Contractor and no party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. It will be understood that once dispatched to a call, said ambulance will fall under the rules of the Incident Command System and/or the National Incident Management System.

21. No Influence of Referrals. It is not the intent of any party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, nor shall it be based on the purchasing, leasing, or ordering of any services other than specific services described in this Agreement.

22. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.

23. Compliance with Laws. Each party shall be in material compliance with all applicable federal, state or local laws, including the federal Anti-Kickback Statute.

24. Amendments to Agreement. This Agreement contains all agreements of the parties with respect to the matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

25. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

(a) by personal delivery, when delivered personally;

(b) by overnight courier, upon written verification of receipt;

(c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to American Ambulance:

Paul Robidas, General Manager
American Ambulance, Inc.
183 Route 108
Somersworth, New Hampshire 03878

If to City of Somersworth:

~~Robert~~ Robert M. Belmore, City
Manager City Hall
One Government Way
Somersworth, New Hampshire, 03878

Cc: ~~Diane Dubois~~, City Clerk
City Hall
One Government Way
Somersworth, New Hampshire, 03878

26. **Force Majeure.** Contractor shall not be responsible for any delays in or failure of performance resulting from acts of God, Riot, War, Civil Unrest, Natural Disaster, Labor Dispute or other circumstance not reasonably within its control.

27. **HIPAA.** Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations hereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

28. **Compliance Program and Code of Conduct.** The City acknowledges that Contractor has made available to the City a copy of its Compliance Program and Code of Conduct at Contractor's web site, located at www.AmericanAmbulanceSvc.com as may be changed from time-to-time. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-Kickback Statute.

29. **Non-Exclusion.** Each party represents and certifies that it has not been convicted of any conduct identified on Exhibit "A". Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party understands that if New Hampshire Department of Health and Human Services or the Office of the Inspector General excludes it, or any of its employees who provide health care services, from participation in federal health care programs, the party must notify the other party within 5 days of knowledge of such fact, and the other party may immediately terminate the Agreement.

Options to Contract

1. Contractor's dispatch center is designed so that it can assume City dispatching services in an emergency. The Contractor and City agree to engage in discussions regarding an emergency dispatch services agreement.

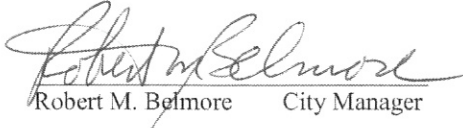
Contractor and City to engage in "fair market value" discussions for City dispatching of EMS calls should it become necessary in the City's opinion during the term of this agreement.

2. Contractor will develop with the City procedures to utilize Fire Department personnel during emergency incidents, especially prior to arrival of the ambulance as soon as possible, and also develop with the City an on-going protocol education process.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

CITY OF SOMERSWORTH

AMERICAN AMBULANCE, INC.


Robert M. Belmore City Manager

Regional CEO

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5-13-2013
Date

5-13-2013
Date

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Exhibit "A"
Overview of law regarding
exclusion from Medicare and State
Health Care Programs **42 U.S.C.**
1320a-7

- a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):
 - b) **Conviction of program-related crimes.** Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.
 - c) **Conviction relating to patient abuse.** Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.
 - d) **Felony conviction relating to health care fraud.** Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.
 - e) **Felony conviction relating to controlled substance.** Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.
- f) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b) (1 - 15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>)



Other "B"



June 22, 2015

City of Somersworth
City Manager: Bob Belmore
One Government Way
Somersworth, NH 03878

Dear Mr Belmore,

Pursuant to our conversation of June 18, 2015, Seeds of Faith would like to purchase from the City of Somersworth the existing Malley Farm Boys Home property and two surrounding acres of land.

The purchase of this property will be used as a transitional house for homeless families and single woman. What sets this Transitional House apart from other shelters is a 365-day program that will be offered and required to all residents. This training is intended to lead to independence and withdrawal from government assistance for all residents.

We hope that you and the City Council will consider our request.

Please feel free to contact us if you have any questions regarding our proposal.

*As a nonprofit, we have every intention of paying a percentage of our PILOT should we acquire this property.

Gratefully,

Executive Director/Founder
Seeds of Faith, Inc

**Somersworth Landfill PV Project
Project Overview
7-1-15**



Objectives of presentation

- Describe project concept and proposed transaction
- Provide status update on technical analysis and incentive programs
- Identify project benefits to City as well as challenges & risks – for discussion
- Review next steps



Project concept – A public/private partnership

- ACE/REDP finances, constructs, owns and operates a large-scale solar PV facility on the City's closed landfill
- City agrees to lease the landfill for the solar project for a minimum of 20 years
- City agrees to purchase all of the output from the project at a negotiated price through a long-term PPA. Price (cents/kWh) is contingent on grant funding.
- City receives “net metering credits” from EverSource for all output, and applies these credits against various City accounts



Group Net Metering – How does it work?

- Allows PV electricity output from the landfill to be used “virtually” at different meters
- Output from PV facility will be credited at EverSource default energy supply charge (currently 10.56 cents/kWh)
- These credits can be used by City to offset billing from EverSource at other City meters
- Note that the value of the credit is subject to change based on EverSource’s current default rate for energy supply
 - i.e. the purchase rate would be fixed, but the credit rate would be variable (more on this later)



Landfill Feasibility Analysis

- PV system is compatible with current landfill cap and existing treatment system
- Have reviewed concept with Geosyntec; no fatal flaws
- Conceptual layout: non-penetrating (ballasted) and avoids all remedy components (curtain wall, soil gas trench, infiltration gallery, etc.)
- Developer would be responsible for detailed engineering and calculations to demonstrate no detrimental impacts to EPA, NHDES, City, etc.
- No fatal flaws with EverSource interconnection



NH Incentive Program

- Project is not economically attractive to City without grant funding. Competitive grants are available from NH PUC.
- ACE/REDP awarded \$1M grant for 1 MW Manchester LF project in 2014. Still pending NH Ex Council approval.
- 2015 Grant RFP expected soon.
- ACE/REDP would prepare & submit grant proposal for project; will need written support from City
- If not awarded, can pursue next round of non-competitive rebate funding (\$0.65/watt, max project size 500 kW); would likely mean higher PPA rate to City



Incentives & PPA rates – similar projects

Project Facts	Peterborough	Manchester
System size (kW)	947	1,000
System output (kWh/yr)	1,156,190	1,208,000
PUC Grant \$ received	\$1,220,000 (2013 RFP)	\$997,500 (2014 RFP)
Grant \$/watt	\$1.28/watt	\$0.99/watt
Electricity price to City (\$/kWh)	\$0.08	\$0.0775 (proposed)
Annual price escalation	1%	0%
Term	20 years + two 5-year options	20 years + two 5-year options
Lease payments	N/A	N/A



Benefits to the City

- Low fixed price for local, sustainable energy over 20 year term
 - PPA rate below EverSource current rate to provide City with immediate savings
- 1 MW PV system would provide approximately 10% of City-wide electricity needs; guaranteed output from Developer
- Excellent hedge against future electricity cost increases
- Leverages grant funds from state, federal tax incentives and private capital --- no City outlay
- City has option to purchase PV system at end of term
- Bonded decommissioning assurance in lease



Project challenges & concerns

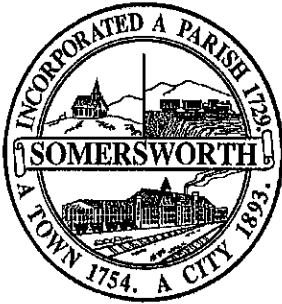
- PPA rate is locked for 20+ years; it is possible that EverSource default supply charge could go below PPA rate in the future
- Requires long-term lease of landfill, precluding other re-use.
- PPA rate to City will be net of all other City-imposed costs (lease payments, taxes, etc.). If lease or taxes, rate must increase accordingly.
- Landfill can accommodate 2MW+. Existing regulations limit size to 1 MW. Might consider 2nd phase in future.



Next steps

- Monitor PUC grant RFP announcement
- ACE/REDP to prepare grant proposal with support from City staff
- City to provide letter of support for grant proposal
- Once incentive award is made, ACE/REDP will provide energy price quote to City
- Parties to negotiate PPA and lease based on agreed energy price
- ACE/REDP proceed with final design & permitting after contracts in place





MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: July 15, 2015

Re: Monthly Report

Finance Department:

- Finalized paperwork with Tyler Tech for the financial software upgrade. Have scheduled a "kick-off" meeting July 21 at which point we will establish an implementation calendar.
- Participated in interviews for a couple open positions.
- Participated in union negotiations.
- Attended various Council standing committee meetings.

Treasurer's Report:

- General Fund cash on hand as of June 30, 2015.
- Investments used for the period were short term certificates of deposit, money market account, Century Bank CD, Bank of NH C-dars program and a Citizen's Bank investment account.
- Short term interest rates continue to be very low with no upward trend over the past quarter

City Clerk:

- Prepared for and took minutes at two scheduled meeting during the month.
- Prepared and took minutes held by various Council standing committees.
- Total cash receipts for the month were \$8,996.
- The City Licensing board issue the following permits:
 - 6/2/15 – Madeline DeSantis – Block Party
 - 6/8/15 – Cyn's Grill and Bar – Annual Entertainment

- 6/9/15 – Keystone Dental Arts – Pet Adopt-a-thon
- 6/23/15 – Somersworth Chamber of Commerce – Bluegrass Festival
- 6/25/15 – Somersworth PD/Prevention Coalition – National Night Out

Tax Collector:

- Impeding deed notices were sent out on June 18.
- Taxes were due on July 1. As of the due date, we have collected 92% of the total warrant.
- A total of 1150 vehicles were registered for a total of \$125,927 during the month.
- Collected \$5,160 for Municipal Transportation Fund during month.
- 10 customers used the drive up window during the month.
- Total receipts for the month were \$12,267,926.

Human Services:

- Total assistance for the month was \$ 8,426. That compares to \$10,590 for the month of May 2015 and \$10,404 for June 2014.
- 3 new cases were opened compared to 16 in 2014 and 12 in 2013.
- 23 cases were approved for varying levels of assistance, with 13 cases still pending and 5 cases denied. 11 cases were referred to other agencies for support.

Library

- Gary Lamott, one of the artists in the recent photo show donated two of his art photographs to the Library.
- Welcomed two classes (3rd grade) from Idelhurst that used our grounds for lunch and received an overview and tour of the library.
- The Library Director participated in the art tent at the Children's festival.
- The summer reading program began sign-ups on June 20th and 55 children have already enrolled.
- There were 6 story times and one book discussion group.

Information Technology

- Spent time in general server maintenance, checked systems, checked and cleared logs.
- Started planning for City Hall server upgrade.

CCTV (Channels 22 and 95)

- Cables access scheduled camera operators and updating programming on both access channels.
- Recorded and re-broadcasted the Somersworth High School graduation.

**Treasurer's Report.
General Fund**

Period Ending June 30, 2015

General Fund Account	Balance	Rate	Maturity Date	Notes
G/F Checking	\$8,954,848	0.00%	N/A	Money available upon demand
Citizens Investment	\$4,053,332	0.25%	N/A	Money available upon demand
Bank of NH - CDARS Programs	\$1,255,698	0.20%	N/A	Money available upon demand
Profile Bank	\$247,559	0.40%	N/A	Money available upon demand
TD Bank	\$3,003,980	0.25%	N/A	Money available upon demand
Century Bank	\$1,003,086	0.50%	N/A	Money available upon demand
Century Bank	\$2,005,925	0.60%	4/20/2015	6 month CD

General Fund Interest Earnings	Period	Year to Date	Year to Date Anticipated	Variance Positive/(Negative)
Period Ending June 30, 2015	\$10,803	\$35,518	\$20,000	\$15,518

Department of Development Services (DDS)
Monthly Report
June 2015

Office of Assessing:

- Sales Verification inspections have taken place in the month of June.
- 26 Abatement applications were turned in by the April 1st deadline and are being reviewed, scheduled for inspections as needed and processed. All 26 applications have been processed.
- Building pictures were taken during the month of June. In order for AssessPro to reflect what is currently on each property, over 2,500 pictures will need to be taken and uploaded into the program.
- Approximately, 2,300 photos have been taken to date, with 2,100 of those uploaded into AssessPro.
- All Religious and Charitable Exemption applications are currently being processed.
- Tax bills went out in the end of May. We are handling inquiries on these matters.

Property Maintenance and Code Enforcement:

Property Maintenance and Code Enforcement Activity Report for June 2015						
Incident Location		Origin of Complaint	Responsible person notified	Compliance	Nature of Concern	Date of Complaint
142-144	High St.	CC	yes	yes	trash and odor	6/1/2015
142-144	High St.	CC	yes	yes	trash and odor	6/1/2015
347	Main St.	CC	yes	pending	overgrown bushes	6/1/2015
15	Lincoln St.	CC	yes	yes	trash	6/2/2015
136	Indigo Hill Rd.	DDS	yes	yes	grass	6/2/2015
2-4	Union St.	DDS	yes	yes	grass	6/2/2015
104	Green St.	DDS	yes	yes	grass	6/2/2015
182	Green St.	DDS	yes	yes	grass	6/2/2015
253	High St.	DDS	yes	yes	grass	6/3/2015
170-172	High St.	DDS	yes	yes	grass	6/3/2015
317	High St.	DDS	yes	yes	grass	6/3/2015
325	High St.	DDS	yes	yes	grass	6/3/2015
132-136	High St.	DDS	yes	yes	storm door kicked in	6/3/2015
49	Market St.	DDS	yes	yes	grass	6/3/2015
463	High St.	DDS	yes	pending	grass/trash	6/3/2015
18	Grand St.	DDS	yes	yes	grass	6/3/2015
423	Sherwood-land only	CC	yes	yes	no water to mobile home	6/4/2015
90	High St.	DDS	yes	yes	trash bags around property	6/5/2015
69	Bartlett Ave.	DDS	yes	yes	grass	6/8/2015
103	Indigo Hill Rd.	DDS	yes	yes	couch with no sticker	6/8/2015
254	Green St.	DDS	yes	yes	grass	6/9/2015
65	Myrtle St.	DDS	yes	yes	grass	6/9/2015
3	Middle St.	DDS	yes	yes	grass/brush pile	6/9/2015
25	High St.	DDS	yes	pending	trash/grass/disrepair	6/9/2015
47	Green St.	DDS	yes	yes	TV out front	6/10/2015
62	Green St.	DDS	yes	yes	trash on sidewalk	6/10/2015
14-16	Fayette St.	DDS	yes	yes	couch on side of property	6/15/2015
36-38	South St.	CC	yes	yes	insulation concerns	6/15/2015
40	Main St.	DDS	yes	pending	rubbish/junkyard/vehicle stg.	6/15/2015
20	Main St.	DDS	yes	pending	rubbish/junkyard/vehicle stg.	6/15/2015
31	Maple St.	CC	yes	yes	electrical concerns	6/16/2015
82 (84)	Elm St.	DDS	yes	pending	grass/rubbish/disrepair	6/16/2015
68-70	Elm St.	DDS	yes	pending	grass/rubbish/disrepair	6/16/2015
76 (78)	Elm St.	DDS	yes	pending	grass/rubbish/disrepair	6/16/2015
36	Cote St.	DDS	yes	pending	grass/pool in disrepair	6/17/2015
5	Cemetery Rd.	DDS	yes	Yes	grass/pool in disrepair/brush	6/17/2015
1	Beacon St.	DDS	yes	Yes	grass	6/17/2015
19	High St.	DDS	yes	pending	grass/disrepair	6/17/2015

20-22	Spring St.	DDS	yes	yes	mattress/chair	6/22/2015
61	Salmon Falls Rd.	DDS	yes	yes	grass	6/22/2015
25	Otis Rd.	DDS	yes	Yes	grass/rubbish	6/23/2015
252	Green St.	DDS	yes	Yes	grass	6/23/2015
65	Hawthorne Cir.	DDS	yes	Yes	grass	6/23/2015
23	Third St.	DDS	yes	pending	grass	6/23/2015
99	Green St.	DDS	yes	pending	dumpster	6/23/2015
158	Blackwater Rd.	DDS	yes	pending	siding/rubbish/brush	6/23/2015
173	High St.	DDS	yes	Yes	grass	6/23/2015
109 (111)	Main St.	DDS	yes	pending	grass/rubbish/deferred maintenance	6/24/2015
69	Union St.	DDS	yes	Yes	roof/ceiling/window	6/29/2015
93-99	Main St.	DDS	yes	pending	deferred maintenance	6/29/2015
117	Main St.	DDS	yes	pending	grass/deferred maintenance	6/30/2015
115	Main St.	DDS	yes	pending	grass/deferred maintenance	6/30/2015
2	Lee St.	DDS	yes	pending	grass/pool/rubbish	6/30/2015
67	Winter St.	DDS	yes	Yes	grass/windows/rubbish	6/30/2015
247	Main St.	DDS	yes	pending	sidewalk/grass/deferred maintenance	6/30/2015
12	Broad St.	DDS	yes	pending	rubbish/garbage	6/30/2015
70	Winter St.	DDS	yes	Yes	mattress	6/30/2015
In addition to new complaints received work continues on the Work in Progress (WIP) files from past months						
For the 13 pending complainants from May, 6 properties have complied and NOV's were sent to 6 for non-compliance						

Building and Health Departments:**Major Building Permits issued in June 2015:****Construction cost Fee**

33	Curran Way	New Construction	\$128,000.00	\$1,034.00
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Minor Building Permits issued in June 2015:

13A	Curran Way	Garage	\$15,000.00	\$130.00
20	Curran Way	Pool/Hot tub	\$600.00	\$25.00
3	Blackwater Rd	Deck/Deck Stairs	\$1,000.00	\$25.00
75	Washington	steps	\$3,119.00	\$0.00
172	Salmon Falls Rd	shed	\$3,000.00	\$34.00
20	Lincoln	steps	\$4,300.00	\$45.00
345	High	Roof	\$11,220.00	\$106.00
445	Main	Fence	\$4,459.00	\$46.00
2	Ben-Rich Dr	Rehab (Gut and rebuild)	\$25,000.00	\$210.00
76	Crystal Springs Way	Slab	\$2,500.00	\$35.00
42	Crystal Springs Way	Slab	\$2,500.00	\$35.00
17	Morning	Fence	\$900.00	\$25.00
32	Pinewood Dr	Remodel (Remove + upgrade)	\$13,000.00	\$114.00
5	Kelwyn Dr	Pool/Hot tub	\$296.00	\$25.00
48	Grove	Window replacement	\$6,000.00	\$58.00
30	Prospect	Window replacement	\$3,070.00	\$34.00
19	Lavoie Way	shed	\$4,778.00	\$48.00
39	Ruel	Fence	\$4,155.00	\$42.00
67	Green	Window replacement	\$5,000.00	\$50.00
158	Blackwater Rd	Fence	\$500.00	\$25.00
18	South	Fence	\$1,838.00	\$25.00
19	Third	Fence	\$2,768.00	\$31.00
33	Nash Pkw	Fence	\$800.00	\$25.00
76	Salmon Falls Rd	Deck/Deck Stairs	\$3,500.00	\$45.00

PERMIT RECEIPTS						
	2012	2013	2014	2015	DIFFERENCE this year to last	% OF CHANGE
January	\$1,789.50	\$1,387.72	\$1,820.00	\$2,157.00	\$337.00	18.5%
February	\$658.60	\$1,922.02	\$3,864.00	\$2,408.00	-\$1,456.00	-37.7%
March	\$2,141.00	\$2,974.00	\$2,191.64	\$5,287.28	\$3,095.64	141.2%
April	\$1,811.00	\$2,470.38	\$4,768.15	\$8,257.80	\$3,489.65	73.2%
May	\$5,532.00	\$6,979.20	\$26,049.95	\$7,194.16	-\$18,855.79	-72.4%
June	\$1,701.00	\$3,609.52	\$24,286.88	\$4,027.00	-\$20,259.88	-83.4%
July	\$3,750.70	\$3,968.83	\$3,646.20			
August	\$3,059.03	\$13,916.92	\$6,156.50			
September	\$3,422.70	\$8,522.70	\$6,224.10			
October	\$2,217.25	\$4,336.68	\$6,880.63			
November	\$4,126.12	\$2,930.29	\$2,377.78			
December	\$1,726.75	\$2,990.12	\$2,338.80			
Year total	\$31,935.65	\$56,008.37	\$90,604.63	\$29,331.24	-\$33,649.38	-53.4%
Difference of change this year to last (completed months only)						

Total Permits 2012 to Present						
	2012	2013	2014	2015	DIFFERENCE this year to last	% OF CHANGE
January	34	31	26	30	4	15.4%
February	27	39	29	24	-5	-17.2%
March	27	44	29	48	19	65.5%
April	40	60	48	58	10	20.8%
May	41	65	66	55	-11	-16.7%
June	16	77	66	69	3	4.5%
July	48	54	47			
August	50	62	55			
September	51	72	67			
October	61	60	63			
November	36	50	47			
December	45	42	38			
YTD Totals	589	656	581	284	20	7.6%

Land Use Boards:

Conservation Commission June 2015:

- The Commission met and voted in favor of becoming a member of the NH Association of Conservation Commissions.

Historic District Commission June 2015:

The Commission held an extra meeting and reviewed the following:

- ABK Realty Management, LLC, 17-31 Market Street, Assessor's Map 11, Lot 93, HDC #18-2014. Application for exterior renovations was **approved**.
- Dan Brown & Karleen Shibbal, 18 Emery Street, Assessor's Map 11, Lot 165, HDC #07-2015. Application to build a new home was **approved**.
- The 20 Lincoln Street Realty Trust, 20 Lincoln Street, Assessor's Map 11, Lot 128, HDC #11-2015. Application to replace steps was **approved**.

At the regular meeting, the Commission reviewed the following:

- Richard Brooks filed an appeal of the HDC's approval for a new home to be built at 18 Emery Street. The Commission agreed that Mr. Brooks is not an aggrieved abutter and did not grant the appeal.

Planning Board June 2015:

- John J. Flatley, Tri City Road, Assessor's Map 39, Lot 03, SITE #12-2014. Application for a site plan and conditional use permit to construct three apartment buildings with associated site improvements was **tabled** until the July 15 2015 Planning Board meeting at the applicant's request.
- 385 Route 16 Realty Corp. 385 Route 108, Assessor's Map 57, Lot 02, SITE #03-2015. Application for a site plan for a building addition and renovation was **approved with conditions**.

Zoning Board June 2015:

There were no new or pending applications for review so the ZBA did not meet during the month of June.

Parks and Recreation

- The Splash Pad at Noble Pines Park opened for the season on Thursday, June 18th. The operating hours are daily 10:00-7:00 p.m; weather permitting.
- Our summer camp programs (Kids Camp and Trends Camp) began on June 22 and the first session will run until July 17th. Frist session we have a total of 72 participants in Kids Camp and 29 participants in Trends Camp. This year we will be working with the SYC program to maximize our budget and offer more to our campers. We will have a field day with SYC, join a few shows at Idlehurst, and a teen beach clean- up day with Trends Camp.
- The Granite State Track and Field program is in full swing. We had 7 participants who competed at the July 7th Regional Meet at Dover High School. The State Meet is set for Friday, July 17th with 4 of our athletes moving on. This program is coached by Recreation Supervisor, Kristen Ducharme.

- The Rec. Building at Noble Pines has opened up. The building was cleaned out and we removed old non-working TV's and clutter.
- Our park maintenance employee started full time on June 22nd. We have begun clearing debris and brush from Willand Pond to clean up alongside the trail systems after the harsh winter. Special Maintenance projects for the season have been identified.

Other:

- Lighting upgrades were completed by Lighting Retrofit Services at both the DPW barn and City Hall. The City is taking advantage of the Smart Start program which allows us to pay for the upgrades through the savings we receive from more efficient lighting.
- The basketball court at Jules Bisson was paved and looks great. Striping and backfilling the edges will be done in the near future.
- The Ash Street Park is coming along nicely and the seating walls, stone dust path, edging, and rough grading have been completed. DPW also installed a very unique rock in the middle of the stone dust circle. A sundial will be fabricated and installed on the top of the rock. Final grading and seeding will occur in the near future and the Park will remain blocked off until the new seed is established.
- The City is pleased to announce that we received a grant award from the Piscataqua River Estuary Partnership to complete a City-wide Natural Resource Inventory. The Conservation Commission committed to the \$1,800 cash match and will work with the selected consultant to complete the inventory in the coming months.



Submitted by Dave Sharples

Monthly Update

- As the chair of the Skyhaven Airport Marketing Committee, Christine worked with the group and the Rochester police department member, Tracy Hayes, to put on Wings and Wheels on Saturday, June 13th. The event was a huge success bringing lots of positive publicity for the region. With over 100 volunteers and participants from across the State, Wings and Wheels provided an exciting community event that helps showcase the area as a great place to live, work and recreate.
- The department continues to work with current businesses to address their needs and assist with growth opportunities.
- Potential new businesses, both within New Hampshire and outside of the State, called and met with the department in June.
- Christine remains an active board member for the Somersworth Chamber, The Great Falls Development Corporation and Vision 2020.
- The department's section on the website, LinkedIn page and e-newsletter are steadily growing in reach.
- Christine continues to represent the City on various Career Technical Center initiatives to help create stronger relationships between the school and our business community.
- Christine attended the Economic Development Tools meeting on June 3rd in Newmarket, the SBA Regulatory Fairness Roundtable on June 5th and the NHEDA meeting on June 19th. Growing from within, focusing on your assets and providing an environment where employees can thrive were the focus of the June 3rd and 19th meetings.



MEMORANDUM, from Director DPW

TO: Bob Belmore, City Manager

DATE: July 14, 2015

SUBJECT: Public Works Monthly Report for June 2015

DIRECTOR'S COMMENTS

- SCADA Contract for Waste Water and Water Plants awarded to Laviolette Controls. Projected completion September 30, 2015.
- Standby Generator installed at Waste Water Plant. Continued training and SCADA implementation scheduled to be conducted/completed by the end of the summer.
- Coordinated with Contract City Engineer for final punchlist items for completion of Pike paving project.
- Coordinated with HTA, VHB, Severino, NEEM and Maine DOT for de-confliction of projects in preparation for final pave of downtown project.
- Safety round table training scheduled for entire department on July 17, 2015.

WASTEWATER DIVISION, Jamie Wood, Chief Operator

Operations/Maintenance:

- Maintaining Mean Cell Residence Time (MCRT) at 6-days. Now operating under summer target limits. Nutrient Removal season runs annually from May 1st through September 30th.
- Wright Pierce was selected to conduct the capacity evaluation of the wastewater treatment facility at a cost of \$16,900. A final report scheduled to be completed within 120 days of contract approval.
- Met with Underwood Engineers on 5/28 concerning the draft design of the Blackwater Rd pump station. A follow up meeting is tentatively scheduled for July 26th and will review at 50% design completion. 100% design completion is scheduled by October 7, 2015.
- Treated a total of 35,250 gallons of septage from throughout the city.
- Experienced (1) pager callback due to SCADA issues.

Safety:

- Reported no injuries or incidence for the month.
- Staff reviewed (2) MSDS sheets.
- Completed annual crane inspections at both water and wastewater facilities.

Compliance:

- Preparing Monthly Reports to US-EPA and NH-DES. Reports are due to the agencies by the 15th of each month.
- Treated a total of 39-million gallons of wastewater for the month.
- Updated NH-DES with positive status of West High street pump station.

Industrial Pretreatment Program:

over —

- Completed annual inspections of General Linen on June 24th and Tri-State Seafood's on June 25th. No issues or concerns were noted.
- Completed annual industrial pretreatment program sampling and analysis per NPDES requirements.

WATER DIVISION, Greg Kirchofer, Chief Water Plant Operator

- BACTs and TOC's completed
- Completed Radium, Gross Alpha, Uranium, and Nitrate sampling
- Sampled quarterly disinfection by-products
- Met with Public Works committee regarding SCADA bids
- Greg K. represented the City at Berwick Planning board meeting
- Completed CCR and mailed to residents
- Purchased new zero turn lawn mower for the treatment plant
- Removed old tanks around plant yard and cleaned grounds of unused debris
- Lagoon #1 cleaned out
- Repaired Hydroxide bulk tank
- Replaced raw caustic service feed line
- Inspected and started well to supply The Oaks with irrigation water
- Assisted Rec Department with Splash Pad and buildings

Action items:

- Standpipe Rehabilitation project
- SCADA upgrade
- Well repair/upgrade review

HIGHWAY, Shawn McLean, General Foreman

Current Projects

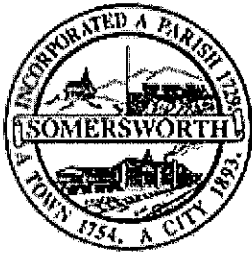
- Ash Street park beautification project continues
- Roadside mowing
- Repair to dirt roads
- Pot hole repairs
- Repair to Catch Basin cave ins
- Pave water break trench on Ron-Wyn drive
- Supplying support to contractor on the Noble Pines project
- Brick stamp on Indigo hill road has been painted

Up Coming Projects

- Continue roadside mowing
- Street sweeping
- Drainage repairs through out City.
- Paving
- Ash street park completion
- Paint Basket ball court at Jules Bison

WATER DISTRIBUTION, Scott McGlynn, Chief Distribution Operator

- Water Distribution personnel responded to seven (7) emergency service calls.
- Completed fifty-six (56) other customer service requests and work orders.
- Two (2) hydrants were replaced.
- Responded and corrected one (1) water break.



Somersworth Police Department

12 Lilac Lane

Somersworth, NH 03878

Business: (603) 692-3131 Fax: (603) 692-2111

Dean W. Crombie
Chief of Police

MEMORANDUM

Memo To: Bob Belmore, City Manager
From: Dean Crombie, Chief of Police
Date: July 1, 2015
Subject: Monthly Report – Month of June 2015

COMMUNITY POLICING:

- School Resource Officer Richard Campbell completed a bike rodeo for students at Idlehurst Elementary school as part of their end of school activities. This helps students by instilling safety measures for their summer biking activities.
- We have instituted our motorcycle patrol again this summer with a leased Harley Davidson from Seacoast Harley Davidson.
- The Radar/Display Message Trailer has been successfully tested and deployed. We have been using it to advertise the “Hands Free” driving law that takes effective July 1 and to inform drivers of their speed.

PERSONNEL (TRAINING & STAFFING):

- Detective Lieutenant John Kelly, Detective Sergeant John Sunderland, and Detective Chandler received an award from the US Attorney’s Office in Maine for their work in solving several bank robberies in the states of Maine and New Hampshire.
- Captain David Kretschmar and Detective Lieutenant John Kelly received an award from the Drug Enforcement Administration (DEA) recognizing their participation and hard work in their investigative efforts associated with dismantling of a large scale, regional and international Synthetic Cannabinoid Drug Trafficking Organization. This was the largest Synthetic Cannabinoid Seizure in New England history and the 12th largest in the history of the United States.

PERSONNEL (TRAINING & STAFFING: (Continued)

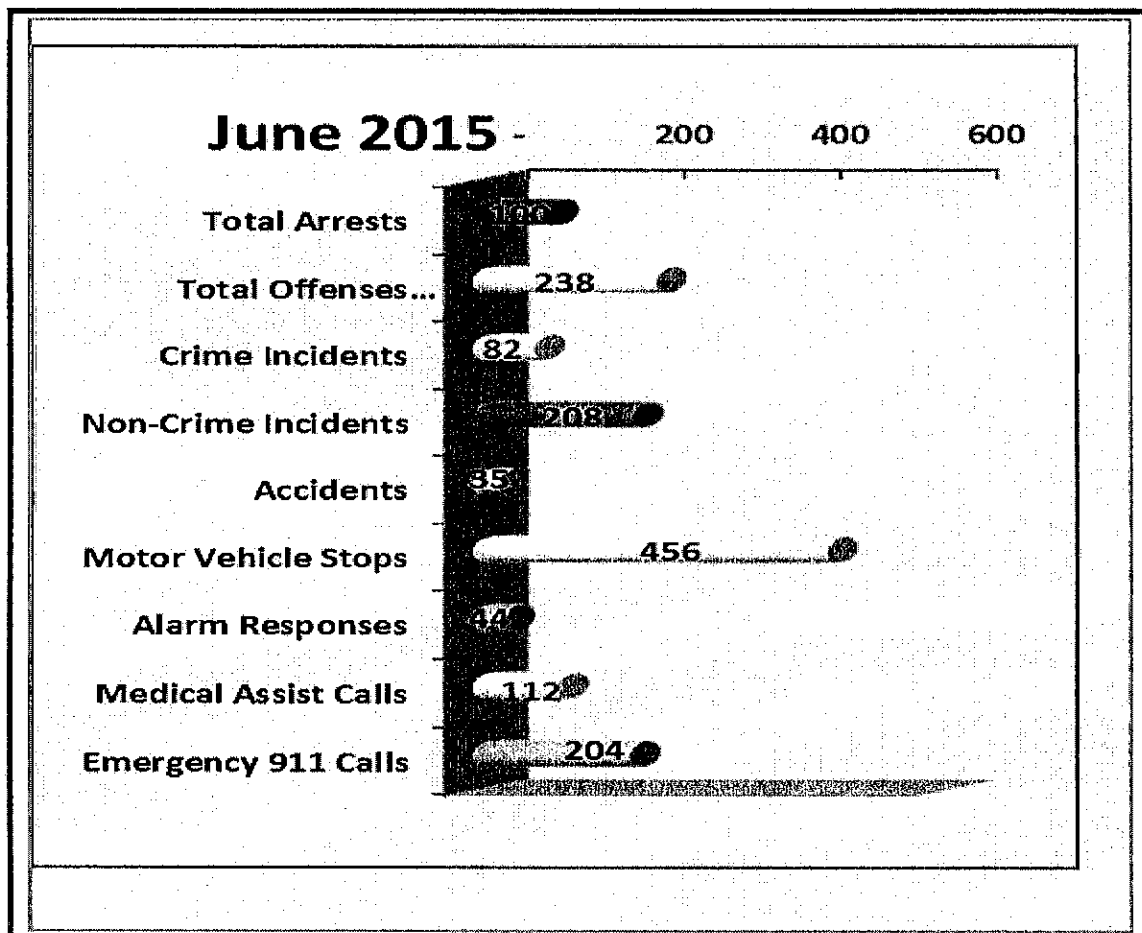
- Connor Noe has been chosen as our summer intern. He will be filling the role of Community Service Officer. This will be a program where he will serve as a civilian liaison between our Department, the business community and residents and visitors to our City. He will also assist in the Prosecution Office, Investigations office and Dispatch. Connor is a senior at Plymouth State University where he is studying Criminal Justice.
- Detective Sergeant John Sunderland completed a two week prosecutor school at New Hampshire Police Standards and Training.
- Officer Griffin Farley completed Active Shooter training at Hollis, New Hampshire.

OTHER ITEMS:

We completed a grant application for an additional police officer through the Department of Justice, Community Oriented Policing Services for a 3 year grant with a federal maximum of \$125,000. This is a highly competitive grant program with police departments across the country applying. We are awaiting word of grant acceptance or award that could take several months before we are informed.

SPD STATISTICS:

	Month of June-15	Year to Date Totals
Total Arrests	100	514
Calls for Service (Including Items Below)	2,295	12,511
Total Offenses Committed	238	1,218
Crime Incidents	82	499
Non-Crime Incidents	208	972
Accidents	35	257
Motor Vehicle Stops	456	2,242
Alarm Responses	44	398
Medical Assist Calls	112	597
Emergency 911 Calls	204	1,066
Revenues Deposited FY 2014-2015	127,522.35	278,805.12





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 2015 MONTHLY REPORT

EMERGENCY ACTIVITIES

Building Fires:	5
Vehicle Fires:	1
Outside Fires:	8
Emergency Medical:	71
Motor Vehicle Crash:	8
Malfunction/false alarm:	4
Accidental/public service:	26
Hazardous Condition:	4
Hazardous Materials:	7

NON-EMERGENCY ACTIVITIES

Burning Permits:	67
Fireworks Permits:	14
Oil Burner Permits:	1
Place of Assembly Permits:	1
Fire Safety Inspections:	7
Fire Drills:	3

CALLS FOR SERVICE

- We responded to 34 more emergency calls this June (134) than in June 2014 – an increase of 34%.
- A house fire at 17 Pleasant Street resulted in a civilian rescue of an 11 year old girl as we arrived on scene. She suffered smoke inhalation. Five birds perished and damage is estimated at \$40,000. The fire was caused by unattended cooking.
- A brush fire behind Midas Muffler on High Street brought in four Fire Departments to provide mutual aid.
- We responded to two mutual aid fires in Dover.
- American Ambulance continues to provide excellent EMS services to the city with an average response time that is approximately 4 minutes.

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PLANNING/PROJECTS/GRANTS

- Working with NH Department of Safety and FEMA for reimbursement of funds the city spent on the January 27-28 blizzard.
- Inspected Little Folks Day Care for licensing.
- Two firefighters took Lieutenant's promotional exam.
- The "Ready Strafford" organization continues to make progress to assist municipal Emergency Managers with disaster and public health services in Strafford County.
- Acquiring applications for call firefighter as we are entering Year 2 of our \$99,000 SAFER Act grant. We will be interviewing candidates in July.
- Inspected Goodwin Health Center for their new pharmacy.

TRAINING/MEETINGS

- Attended meetings of Public Safety Committee, Traffic Safety, Seacoast Fire Chiefs, and Community Mutual Aid Association.
- I attended the Annual Emergency Management Conference in Manchester.
- New call firefighters continue to attend Firefighter I, Firefighter II and basic EMT classes – all paid for by the federal FEMA SAFER Act grant.

COMMUNITY SERVICE

- Attended Drug Task Force Community Forum event.
- Participated in the Annual Children's Festival
- Attended the Army Reserve 714 Engineer's Battalion send-off as they leave for a one year deployment overseas.
- Attended Velcro and Wal-Mart "Safety Day" events.
- Provided fire truck for Idlehurst School's "Touch-A-Truck" event

Respectfully Submitted:

Keith E. Hoyle, Fire Chief/EMD

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July 16, 2015

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 2-16

Title: ADOPT NEW CHAPTER 13E, THE PASSING OF ITEMS TO OR FROM THE
OCCUPANT OF A MOTOR VEHICLE ON A ROADWAY

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.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 7/16/15

by: 

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June 9, 2015

CERTIFICATION

Re: City of Somersworth, New Hampshire


Ordinance No. 24-15

Title: AMEND CHAPTER 13, POLICE OFFENSES, SECTION 3.1.G,
PERMIT AND RESERVED PARKING

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.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 6/2/15

by: 

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July 9, 2015

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 25-15

Title: SUPPLEMENTAL APPROPRIATION FOR ROCKY HILL ROAD
WATER TANK REHABILITATION

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.

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 7/9/15

by: 

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July 9, 2015

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 38-15

Title: TO RESTRICT THE USE OF THE MUNICIPAL AND TRANSPORTATION
IMPROVEMENT FUND FOR THE PURPOSE OF FUNDING IN WHOLE OR IN
PART IMPROVEMENTS TO THE LOCAL OR REGIONAL TRANSPORTATION
SYSTEM INCLUDING ROADS, BRIDGES, BICYCLE AND PEDESTRIAL FACILITIES.

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: 7/9/15

By: 

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July 16, 2015

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 39-15

Title: AUTHORIZE THE CITY MANAGER TO UTILIZE EXCESS FUNDS
FROM BONDS ISSUED FOR SCHOOL HVAC PROJECTS FOR
THE DOWNTOWN IMPROVEMENTS PROJECT (Amended).

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: 7/16/15

By: 

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July 9, 2015

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 40-15

Title: AUTHORIZE THE CITY MANAGER TO CONTRACT WITH UTILITY SERVICES
COMPANY, INC. OF PERRY, GA FOR THE CLEANING, PAINTING, AND
REHABILITATION OF THE ROCKY HILL ROAD WATER STORAGE TANK.

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: 7/9/15

By: 

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July 9, 2015

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 41-15

Title: AUTHORIZE THE CITY MANAGER TO CONTRACT WITH TATA AND
HOWARD OF PORTLAND, ME FOR CONTRACT ADMINISTRATION AND
RESIDENT INSPECTION ASSOCIATED WITH THE CLEANING, PAINTING,
AND REHABILITATION OF THE ROCKY HILL ROAD WATER STORAGE TANK.

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: 7/9/15

By: 