




Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager 
DATE: Friday, April 3, 2020
SUBJECT: City Manager's Report for Monday, April 6, 2020

Lay on the Table (Under Section 13) of Agenda)

Ordinances

- A. Ordinance No. 17-20: Fiscal Year 2020-2021 Budget.** A presentation of the City Manager's Proposed Fiscal Year 2020-2021 Budget was broadcast via live streaming and on our Comcast Public Access Channel 22 on Thursday afternoon, March 26th. I presented an overview of the City's side of the Budget and Dr. Robert Gadomski presented the School Department's Budget. The telecast is archived for viewing and is being replayed on Channel 22. The PowerPoint is available on the City website under News & Announcements.

New Business (Under Section 5 of Agenda)

Resolutions

- A. Resolution No. 45-20: To Authorize the City Manager to enter into a Grant Agreement with the State of New Hampshire Department of Environmental Services for a Water Distribution Asset Inventory, System Master Plan and Financial Planning Initiative.** Attached is a copy of the memorandum that was provided to the Council's Finance & the Public Works & Environment Committees regarding the Grant as it is associated with the water tank assessment project. A copy of the NH DES Grant letter and Grant conditions are also included in this meeting packet.

Other

- A. Vote to Waive the Excavation Moratorium on Indigo Hill Road to Allow for the Repair of a Sewer Service Line to No. 129 Indigo Hill Road (City Ordinance Ch. 12, Section 12.1, Moratorium Period, for Roads that have been Overlayed, the Moratorium Shall be Three (3) Years).** Attached is the written request for the waiver along with associated details and a map of the location. The memorandum from Director Mike Bobinsky outlines recommendations for conditions to consider attaching to any waiver granted.

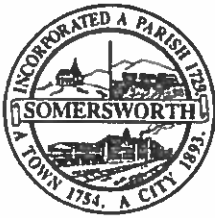
City Manager's Items (under section 11 of Agenda)

A. Informational Items.

1. **Facebook.** Just a note to let folks know that the City is live on Facebook as well as Twitter.
2. **Malley Farm.** The City's brush and leaf drop-off area will be open as soon as the road and drop off area are safe to travel on. Please note times for Curbside Brush & Bagged Leaves:
 - a. **Brush will be picked up the third weeks in April and May.** You must call 692-4266 by Friday, April 17 and/or Friday, May 15 to be added to the pickup list.
 - b. **Bagged leaves will be picked up the fourth weeks in April (April 27) and May (May 25).** You do not have to call ahead for bagged leaves pickup.
3. **Veterans Memorial.** The project's pre-construction meeting is scheduled for Thursday, April 9 at the site.

Attachments

1. **City Attorney Certifications One (1)**
2. **Community Support Requests – Proposed Budget, Elected Leadership, Pages C-7, C-8**



City of Somersworth – Ordinance

Ordinance No: 17-20

FISCAL YEAR 2020-2021 BUDGET

March 16, 2020

The City of Somersworth Ordains that Budgets for the City of Somersworth for the 2020-2021 Fiscal Year shall be:

<u>DEPARTMENT</u>	<u>ADOPTED BUDGET</u>
<u>GENERAL FUND</u>	
Elected Leadership	\$149,236
City Management	503,830
Finance and Administration	1,478,774
Development Services	893,828
Police	4,080,433
Fire	2,248,812
Public Works	3,264,251
Other Expenses	1,090,127
Capital Outlay	303,269
Intergovt Assessments - County	2,766,770
School Department	29,047,242
TOTAL GENERAL FUND	45,826,572
<u>ENTERPRISE FUNDS</u>	
Wastewater Department	2,343,470
Water Department	2,178,516
Solid Waste	466,720
TOTAL ENTERPRISE FUNDS	4,988,706
<u>SPECIAL REVENUE FUND</u>	
Cable Fund	60,839
TOTAL FY 2020-2021 APPROPRIATION	\$50,876,117

This ordinance shall take effect upon its passage.

Authorization

Sponsored by Request:
Mayor Dana S. Hilliard

Approved:
City Attorney

City of Somersworth – Ordinance 17-20

History

First Read Date:	03/16/2020	Tabled:	03/16/2020
Public Hearing:		Removed From Table:	
Second Read:	03/16/2020		

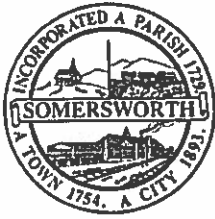
Discussion

On March 16, 2020, *Councilor Witham, seconded by Councilor Austin, made a motion to waive Council Rules to allow for Ordinance 17-20 to be read by title only. The motion passed, 8-0.*

Councilor Witham, seconded by Councilor Austin, made a motion to waive Council rules to allow for a second read of Ordinance 17-20. The motion passed, 8-0.

Following the second read, *Councilor Witham, seconded by Councilor Vincent, made a motion to table Ordinance 17-20. The motion passed, 8-0.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Ordinance 17-20		PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 45-20

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR A WATER DISTRIBUTION ASSET INVENTORY, SYSTEM MASTER PLAN AND FINANCIAL PLANNING INITIATIVE

April 6, 2020

WHEREAS, the City Council adopted Resolution No. 34-20 to authorize the City Manager to contract with Wright-Pierce Engineers of Portsmouth, NH to provide a system-wide water storage assessment, a water tank condition assessment of the Hamilton Street water tank, and a distribution system master plan update, and

WHEREAS, the City of Somersworth has received notification of the establishment of a 2020 Asset Management Planning Grant Program to support the development of an updated water infrastructure inventory and distribution system master plan that can be used in conjunction with the work authorized in Resolution No. 34-20, and

WHEREAS, the New Hampshire Department of Environmental Services has awarded the City a 100% matching grant of \$20,000 (Twenty Thousand Dollars), to be used to support the planning and development of an updated water asset inventory assessment, and

WHEREAS, the project will result in a condition analysis of all water assets and estimated remaining useful life, a level of service and priority ranking of asset condition, and an evaluation of the City's distribution and storage system evaluation,

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

Authorization

Sponsored by Councilors:

David A. Witham
Martin P. Dumont, Sr.
Donald Austin
Martin Pepin
Richard R. Michaud
Matt Gerding

Approved:

City Attorney

City of Somersworth – Resolution 45-20

History

First Read Date:	04/06/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 45-20		PASSED	FAILED

**MEMORANDUM from Director Public Works & Utilities**

Date: February 13, 2020

To: Bob Belmore, City Manager
Scott Smith, Director of Finance

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

Cc: Gary Lemay, City Engineer

Re: Water Storage Assessment RFP

The following is an update on the water storage assessment project:

- A request for proposals (RFP) was issued on 11/1/2019; responses were due on 12/12/2019.
- Three firms provided a timely response – Wright-Pierce, Tata and Howard, and Weston and Sampson.
- A fourth firm also responded, but their proposal arrived nearly 24-hours after the bid opening date. That firm's proposal was not considered due to its untimely submission.
- City staff interviewed all three firms in consideration on 1/9/2020, and identified Wright-Pierce as the top candidate.
- A second interview was held with Wright-Pierce on 1/27/2020 to further discuss the project.
- During the interview process, Wright-Pierce suggested that the City may be eligible to apply for a \$20,000 drinking water asset management grant if several additional asset management-specific tasks were added to the project's scope of work.
 - The additional tasks result in approximately \$11,000 in additional fees, meaning the \$20,000 grant would reduce the overall study costs by a net of \$9,000.
 - Wright-Pierce worked with City staff to apply for a \$20,000 drinking water asset management grant from the New Hampshire Department of Environmental Services (NH DES) to offset some of the study costs.
 - City staff received notification from NH DES on 1/31/2020 indicating that the City has been awarded the full \$20,000 grant.
 - NH DES is preparing grant documents and will work with City staff to formalize the grant agreement over the next several months, if authorized to proceed.
- City Staff is recommending to proceed with Wright-Pierce for the Water Storage Assessment for an amount of \$54,700, which will be further reduced to \$34,700 following acceptance of the \$20,000 asset management grant. This is less than the \$100,000 adopted budget for this assessment.
 - The proposed schedule is expected to take approximately 4 months from the project kick-off meeting and commencement.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



January 31, 2020

Robert M. Belmore
City of Somersworth
1 Government Way
Somersworth, NH 03878

Subject: 2020 Asset Management Planning Grant
Project# AM-104

Dear Mr. Belmore,

Congratulations on your successful application to the 2020 Asset Management Planning Grant Program. The Department of Environmental Services intends to award a **100% matching grant for \$20,000** to the City of Somersworth for this important project.

To award the grant funds we must enter into a grant agreement. Enclosed is the grant agreement paperwork. **Please review these documents carefully.** If everything is satisfactory please submit the following:

1. **Original signed and notarized Grant Agreement** (attached). Initial and date page 2 & 3. Please also include Exhibits A-C.
2. **Original signed and notarized Certificate of Authority** (example attached).
3. **Certificate of Insurance**
4. **Match commitment letter** (prior to the Governor and Council's approval, the community is required to provide a letter stating that they are committed to providing 100% match).
5. **Bank Form** (this form will be provided directly by NHDES' finance office for security reasons).

Once the required paperwork is returned the process will begin for the Governor and Council's approval. **Please note that any work funded by the grant cannot be completed until after the Governor and Council's approval.** All paperwork needs to be in no later than **April 30, 2020** to assure that we get all of the proper approvals in place.

We look forward to working with you on your asset management project. Please feel free to contact me at 271-2472 or luis.adorno@des.nh.gov if you have any questions.

Sincerely,

Luis Adorno
Drinking Water and Groundwater Bureau

Enclosures: Grant Agreement
Exhibits
Checklist & Example Certificate

Subject: City of Somersworth

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name City of Somersworth		1.4 Grantee Address 1 Government Way, Somersworth, NH 03878	
1.5 Effective Date Upon Governor & Council's Approval	1.6 Completion Date May 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$20,000
1.9 Grant Officer for State Agency Luis Adorno, Environmental Program Manager NH Department of Environmental Services		1.10 State Agency. Telephone Number 603-271-2472	
I.II Grantee Signature		1.12 Name & Title of Grantee Signor	
1.13 Acknowledgment: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [SEAL]			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word data shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

Grantee Initials _____
Date _____

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the grant amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice the of has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Grantee Initials _____
Date _____

EXHIBIT A
SPECIAL PROVISIONS

Subparagraph 17.1.2 of the General Provisions shall be modified to read Subparagraph 17 of the General Provisions shall be reduced for comprehensive general liability insurance claims of bodily injury, death or property damage, in the amounts of not less than \$1,000,000 per claim and per incident.

Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

EXHIBIT B
SCOPE OF SERVICES

City of Somersworth

The City of Somersworth will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

1. Develop inventory of water assets. Conduct condition analysis of all water assets and estimate remaining useful life. Update existing water system map.

Deliverable: Submit sample of inventory and condition analysis results to DES. Submit GIS map to DES (electronic file is preferred but paper is acceptable).

2. Develop level of service statement and conduct management workshop. Conduct criticality analysis of assets and rank according to priority.

Deliverable: Submit level of service statement and criticality assessment results to DES.

3. Distribution and Storage System Evaluation.

Grantee Initials _____
Date _____

Deliverable: Updated hydraulic model, GIS layer with estimated available fire flows and residual pressures, AWWA Water Audit Spreadsheet, memo detailing storage analysis, system calibration and analysis of the distribution system

4. Develop Capital Improvement Plan and Financial Implementation plan.

Deliverable: Submit capital improvement plan recommendations and financial and budgeting spreadsheets.

5. Prepare asset management plan. Develop brochure for distribution. Present asset management plan and provide training in asset management principles to District's Council.

Deliverable: Submit asset management plan and brochure to DES

Invitation for DES participation in meetings and workshops is a requirement. Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

EXHIBIT C
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoices. **Grant award is a 100% match grant for up \$20,000. If invoice is less than initial estimate only the amount on the invoice will be paid.**

Task Number/Description	Asset Management Grant
Task 1: Asset Inventory and Condition Assessment	\$3,500
Task 2: Criticality Assessment and Level of Service	\$1,500
Task 3: Distribution and Storage System Evaluation	\$8,000
Task 4: Financial Planning	\$4,500
Task 5: Plan Presentation, Implementation, Communication and Training	\$2,500
TOTAL	\$20,000

Grantee Initials _____
Date _____



MEMORANDUM from Director Public Works & Utilities

Date: March 30, 2020

To: Bob Belmore, City Manager

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

Cc: Gary Lemay, City Engineer

Re: Request to Waive Pavement Moratorium for 129 Indigo Hill Road

The City has received the attached letter from Septic Designs of NH, LLC requesting to waive the pavement moratorium on Indigo Hill Road to excavate in the street and replace the sanitary sewer service at 129 Indigo Hill Road. Septic Designs of NH has also recently filed for a trench permit with the City for this excavation work; staff will wait for the outcome of the waiver request before acting on this permit.

Indigo Hill Road from Main Street to Rita Road, was milled and overlaid in November 2019, and has a three (3) year moratorium ending in November 2022. 129 Indigo Hill Road is within this segment of the newly paved street. As indicated in the letter (Attachment A), the property is involved with a real estate transfer and a recent sewer inspection conducted for the prospective owners revealed a break at the connection of the clay pipe and the City's sewer main in the street. The inspection included a report indicating that the sewer line is not functional and needs to be replaced. A copy of a site map is included which identifies the approximate location of where the proposed trench excavation will be installed (Attachment B).

To that end, the following are the recommended conditions of approval should City Council agree to waive the pavement moratorium for Indigo Hill Road:

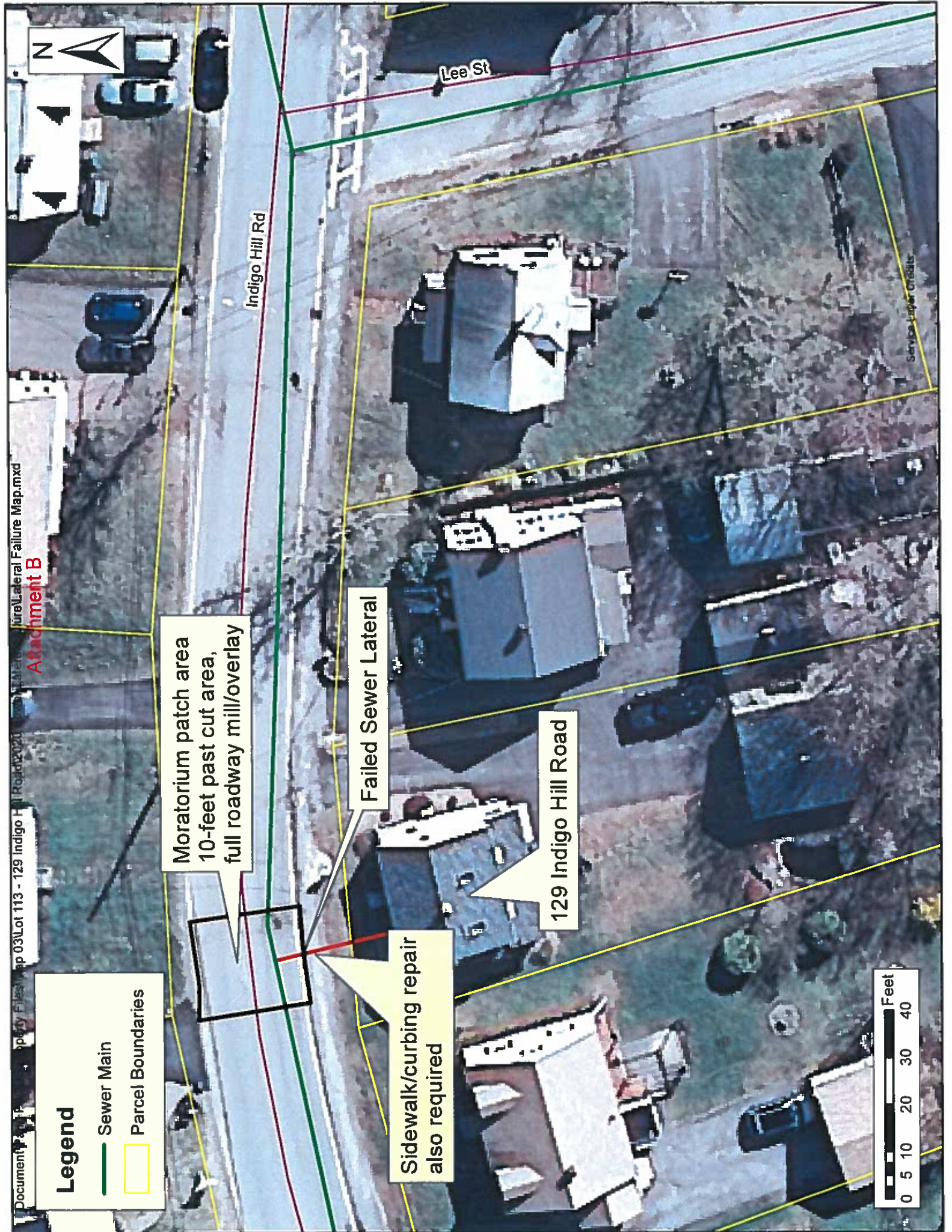
Trench Opening Permit:

- The Applicant to follow standard City Trench Permit requirements for excavating into Indigo Hill Road for the utility connections.
 - Standard conditions include requirements for the use of proper work zone and traffic safety procedures, pavement opening, material removal, compaction, street repair, and inspections by City staff.
 - The disturbed section of the sidewalk at this location will need to be repaired and overlaid with new pavement. The asphalt curbing will also need to be repaired and replaced.
- The applicant will be required to mill out and repave 10' on either side of the trench opening, curb to curb, to maintain the pavement integrity. This is consistent with the City's approach with other recent moratorium repair waivers.
- The Applicant will be responsible for paying all costs associated with the trench opening, pavement repairs, utility connection, street restoration and permit fees. The Applicant will be required to have liability insurance naming the City of Somersworth as additional insured in the amounts listed, and post bonds as appropriate for the proposed work.

- The Applicant must maintain frequent communications with Department staff including Highway General Foreman and the City Engineer for road site and utility inspections.
- The Applicant must provide a schedule for the work activity to the Director of Public Works and Utilities in advance of the construction.

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

Attachment B



Legend

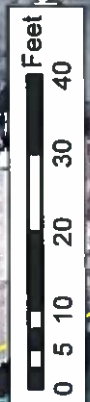
- Sewer Main
- Parcel Boundaries

Moratorium patch area
10-foot past cut area,
full roadway mill/overlay

Failed Sewer Lateral

Sidewalk/curbing repair
also required

129 Indigo Hill Road





129 Indigo Hill Rd, Somersworth, NH

Septic Designs of NH, LLC
12 Folsom St., Exeter, NH 03833
603-714-7018
"Your business, is our business."



SEPTIC DESIGNS of NH, LLC

Licensed Designer, Installer, and Certified Septic Evaluator

18 February 2020

Dear Cassandra,

This letter is a supplement to the Septic Inspection Report that you have received to provide an explanation of the Septic Inspection that was conducted by one of our Certified Evaluators. Please see below for an explanation of items **at the time of inspection**:

The city sewer connection is all in good shape up to where there is a break at what I believe to be a sweeping 90 or 45 into the city sewer main. This break poses the potential threat of solids lodging and bridging the pipe. Pictures taken indicate the liquid has to fill a small cavity before exiting into the sewer main and potentially has bridged and was cleared with hydraulic pressure. Recommended is the excavation of this location and the pipe repaired. After it is repaired the rest of the line may be inspected.

If you have any questions regarding the inspection, please call me at your earliest convenience.

Thank you,

Robert Barber
Field Tech

Company Disclaimer:

Based on what we were able to observe and our experience with onsite wastewater technology, we submit this Onsite Wastewater Treatment System Inspection Letter based on the present condition of the onsite wastewater treatment system. Septic Designs of NH has not been retained to warrant, guarantee, or certify the proper functioning of the system for any period of time in the future. Because of the numerous factors (usage, soil characteristics, previous failures, etc.) which may effect the proper operation of a wastewater treatment system. This letter shall not be construed as a warranty by our company that the system will function properly for any particular buyer. Septic Designs of NH **DISCLAIMS ANY WARRANTY** either expressed or implied, arising from the inspection of the wastewater treatment system, or this letter. We are also not ascertaining the impact the system is having on the environment. The inspection that was conducted and the letter is subjective and are "opinion only"

Septic Designs of NH, LLC
12 Folsom St., Exeter, NH 03833
603-714-7018
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SEPTIC DESIGNS of NH, LLC

12 Folsom St., Exeter, NH 03833 Phone: (603) 714-7018

Onsite Wastewater Treatment System Inspection Report

Ordered By: Chris Dunn

Inspection Date: 2/17/2020 Inspection Time: 2:00pm

Site Address 129 Indigo Hill Rd, Somersworth, NH

Customer Name: Cassandra Davis

Phone: 603-361-8990

Email: cdavis488@gmail.com

General Information: (Obtain as much as possible when inspection ordered)

- 1.) Age of Sewer Connection (if known or estimated given type of pipe or age of house): 55+/- years
- 2.) Has there ever been a backup in the house? UNK
- 3.) List any known repairs made to the system:
Interior of the house swapped over to 4" sch40
- 4.) Has the system been recently inspected by others? No
If so did it fail? N/A
- 5.) Type of Cleanout: PVC
- 6.) Type of Piping Material: Cast Iron
Additional Material: Clay
If there is a splice; material of splice: N/A
- 7.) Distance of Run to Street: 25+/-
- 8.) Does any part of the piping go under the foundation floor? Yes
- Driveway or walkway? Yes
- Cross the street? No

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MITCHELL MUNICIPAL GROUP, P.A.

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JOSEPH H. DRISCOLL, IV
JUDITH E. WHITELAW (OF COUNSEL)

TELEPHONE (603) 524-3885

April 2, 2020

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 45-20

Title: TO AUTHORIZE THE CITY MANAGERTO ENTER INTO A GRANT
AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF
ENVIRONMENTAL SERVICES FOR A WATER DISTRIBUTION ASSET INVENTORY,
SYSTEM MASTER PLAN AND FINANCIAL PLANNING INITIATIVE

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced ordinance. 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: 4/2/2020

By: 