



*Office of the City Manager*

**TO:** Mayor Dana S. Hilliard and City Council Members  
**FROM:** Robert M. Belmore, City Manager *RB*  
**DATE:** Friday, March 13, 2020  
**SUBJECT:** City Manager's Report for Monday, March 16, 2020  
City Council Agenda

---

*6:30 p.m.*

*Workshop w/ City Attorney Mark Beliveau re: Landfill Superfund Site – Financial Assurance*

Attached is a memorandum from the City's Superfund Counsel that provides some background on this Financial Assurance issue.

---

*Old Business (Under Section 14 of Agenda)*

**Ordinances**

- A. Ordinance No. 16-20: Supplemental Appropriation to Construct a Veterans Memorial and Associated Improvements at Stein Park.** Again, the Finance Committee voted to support this Supplemental Appropriation. City Staff received 2 bids to construct the Veteran's Memorial and they exceed our initial estimate. Attached are copies of the bid comparison along with the *red-lined* Ordinance changes recommended by the Finance Committee. I have also included a copy of the project costs and the revenue recommendations that we presented to the Finance Committee.

**Resolutions**

- A. Resolution No. 33-20: To Authorize the City Manager to Contract with Emery and Garrett Groundwater Investigations of Meredith, NH to Provide an Assessment of the Rocky Hill Road Wellfield.** Again, the Public Works Committee and the Finance Committee recommendations are to award the Contract to Emery and Garrett.
- B. Resolution No. 34-20: To Authorize the City Manager to Contract with Wright-Pierce Engineers of Portsmouth, NH to Provide a Water Storage Assessment, Water Tank Condition Assessment of the Hamilton Street Water Tank, and a Distribution System Master Plan Update.** Again, the Public Works Committee and the Finance Committee voted to move forward with City Staff's recommendation to Contract with Wright-Pierce Engineers of Portsmouth, NH.

- C. Resolution No. 35-20: To Authorize the City Manager to Enter Into a Five-Year Contract Amendment (7/1/2020 – 6/30/2025) with Waste Management of New Hampshire, Inc. for Collection and Disposal of Municipal Solid Waste, Municipal Recycling, and Wastewater Treatment Sludge Disposal.** Again, the Finance Committee and Public Works & Environment Committee accepted Staff's recommendation to approve these Contract extensions. Waste Management representative Pete Lachapelle plans to attend should Council have any questions.
- D. Resolution No. 36-20: To Authorize the City Manager to Contract with Apex Construction of Somersworth, NH for the Construction of Wastewater Treatment Facility Upgrades.** Again, Wright-Pierce Engineers recommends Apex and City Staff concurs.
- E. Resolution No. 37-20: To Authorize the City Manager to Sign a Contract With Wright-Pierce Engineers of Portsmouth, NH to Provide Resident Inspection and Contract Administration Services Associated with the Construction of the Upgrades at the Wastewater Treatment Facility.**

*New Business (Under Section 15 of Agenda)*

**Ordinances**

- A. Ordinance No. 17-20: FY 2020-2021 Budget.** The City Manager's Proposed FY 2020 / 2021 Budget and School Department Budget has been submitted in accordance with the City Charter. Mayor Hilliard has scheduled the Public Hearing for Monday, April 6<sup>th</sup>. The City Manager's Budget Presentation starts at 6:00 p.m. The Budget Public Hearing starts at 7:00 p.m. Please note: Budget Workshop is on Saturday, April 4<sup>th</sup> starting at 8:30 a.m.; which will be televised.

**Resolutions**

- A. Resolution No. 38-20: To Authorize the City Manager to Enter Into a Grant Agreement with the New Hampshire Department of Safety to Acquire a Generator for Emergency Power for the Public Safety Radio Transmitter Located at 17 Grand Street.** The Finance Committee met on March 11<sup>th</sup> and voted to support this Resolution. I have attached a copy of the Grant requirements. This generator would service the public safety radio communications repeater on the roof of the former Hilltop School. As part of the Planning Board approval process for this property's redevelopment, Eric Chinburg agreed to complete the necessary make-ready work for a generator. The Finance Committee members will be requesting a 2<sup>nd</sup> reading and vote this evening as the Grant deadline for submittal is April 3<sup>rd</sup>.
- B. Resolution No. 39-20: To Authorize the City Manager to Enter Into a Grant Agreement with the State of New Hampshire Department of Environmental Services for a New Hampshire Drinking Water and Groundwater Trust Fund Grant for the Conservation Commission to Purchase Land in the Lily Pond Watershed.** The Finance Committee met on March 11<sup>th</sup> and voted to support this Resolution. Attached are copies of a memorandum from Director Shanna Saunders, Grant documents and associated project information. Any funding match from the City would come out of the Conservation Commission's fund. This project has gone through several Council Committee discussions as well as discussion at the full Council level. Therefore, I respectfully ask Council to consider a 2<sup>nd</sup> reading and vote this evening.

- C. Resolution No. 40-20: To Authorize the City Manager to Amend the Contract With Ironwood Design Group of Newmarket, NH to Provide Construction Administration Services for the Construction of a Veterans Memorial at Stein Park.** The Finance Committee met on March 11<sup>th</sup> and voted to support this Resolution. Please consider a 2<sup>nd</sup> reading on this Resolution as well as the Rye Beach contract so that we can be sure to break ground in April.
- D. Resolution No. 41-20: To Authorize the City Manager to Contract with Rye Beach Landscaping of Exeter, NH for the Construction of a Veterans Memorial at Stein Park Including Improvements to the Sidewalk Abutting Stein Park on Main Street.** The Finance Committee met on March 11<sup>th</sup> and voted to support this Resolution.
- E. Resolution No. 42-20: To Authorize the City Manager to Execute and Deliver to the United States Environmental Protection Agency, Pursuant To Paragraph 48.F. of the Rd/Ra Consent Decree for the Somersworth Sanitary Landfill Superfund Site, a Financial Assurance “Letter Of Authorization” in the Amount of \$9 Million Dollars.** The Finance Committee met on March 11<sup>th</sup> and voted to support this Resolution. Superfund Attorney Mark Beliveau will be explaining this required action at the 6:30 p.m. Workshop. Attached is a copy of the letter that I would be authorized to send should Council approve this Resolution.

*City Manager’s Items (under section 11 of Agenda)*

**A. Informational Items.**

- 1. Annual Household Hazardous Waste Collection Day.** This year’s Household Hazardous Waste Collection Day has been scheduled for Saturday, May 16<sup>th</sup> at 9 Isinglass Drive in Rochester from 8:30 a.m. – 12:30 p.m.

**Meeting Reminders**

- **Saturday, March 28**
  - 8:30 am: City Council Team Building Session
- **Saturday, April 4**
  - 8:30 am: City Council Budget Workshop – Non-Profits & City Departments
- **Monday, April 6**
  - 6:00 pm: City Manager Presents Budget
  - 7:00 pm: Budget Public Hearing and City Council Meeting

**Attachments**

- 1. City Attorney Certifications.** Copies will be available Monday
- 2. Department Head Reports**
- 3. City Budget FY20 Expenditure Projections (3-11-20)**

## MEMORANDUM

**TO:** Robert M. Belmore, City Manager  
City of Somersworth, New Hampshire

**FROM:** Mark E. Beliveau, Esq.

**RE:** Somersworth Landfill Superfund Site – Background Information on Financial Assurance

**DATE:** March 12, 2020

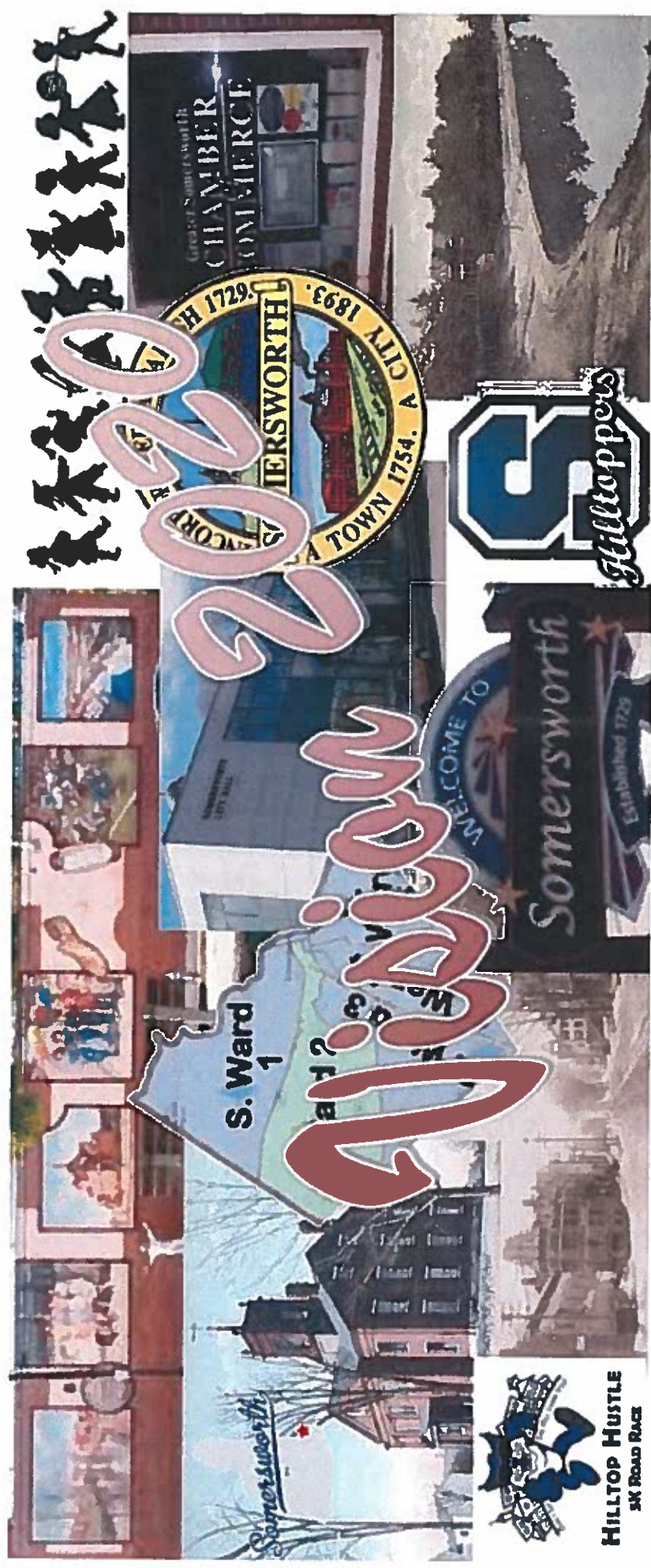
---

Request from EPA for new Financial Assurance

- The Consent Decree requires that the City and GE provide “financial security” (also known as “financial assurance”) to ensure the availability of adequate financial resources to continue to address the contamination arising out of the Landfill.
- In the past, the requirement for financial security was satisfied by GE based on GE's net worth as described in its Annual Report.
- In approximately 2017, EPA stopped accepting GE's Annual Report as evidence of sufficient financial security for the Somersworth Landfill.
- For 2020, the City and GE have proposed that each provide part of the required financial security for the Landfill cleanup.
- GE has agreed to provide financial security to meet the estimated future cost for the Operation and Maintenance of the ongoing cleanup remedy for the Landfill.
- We are proposing that the City provide financial security to meet the estimated future cost of the final cover for the Landfill.
- The original amount of financial security was \$16 million. We asked EPA to reduce that amount based on work completed to date and our consultants projected cost to complete the cleanup of contamination at the Landfill.
- We anticipate that EPA will agreed to reduce financial assurance from \$16 million to approximately \$11.5 million but we do not have final word from EPA yet.

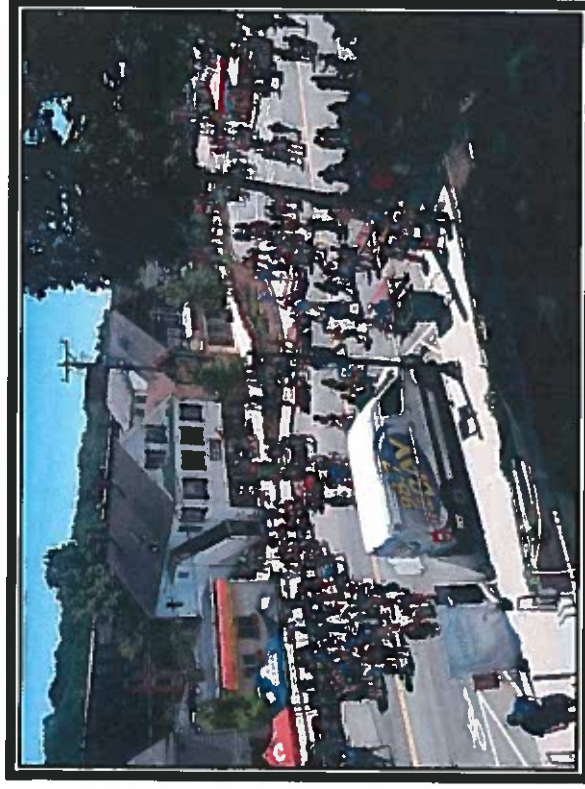
- While the type of final cover for the Landfill will be determined in the future (currently projected to be 37 years from now), EPA has insisted that financial assurance for the final Landfill cover be based on the cover identified in the 1994 EPA Record of Decision.
- EPA has determined that at this time the appropriate amount of financial security for the final cover for the Landfill is \$9 million.
- We anticipate that EPA will determine that the appropriate amount of financial security for the Operation and Maintenance of the ongoing cleanup remedy is approximately \$2.5 million, on a net present value basis.
- The Consent Decree allows the City to use of a "Letter of Authorization" approved by a duly adopted resolution of the Somersworth City Council. This form of financial security will operate as a type of self-insurance or governmental corporate guarantee and will not require money to be set aside.
- GE will use another form of financial security, possibly a bond or letter of credit, for its share of financial security.
- Financial security is required to be renewed and presented to EPA for approval on an annual basis.





# Vision 2020

Goal 1: Make the downtown a livable, walkable, vibrant focal point for the city and region that is physically attractive, social and culturally energized and offers the opportunity for a diversity of business activity



Food Truck Festivals

2. Adopt a Spot



3. Citizen's Place



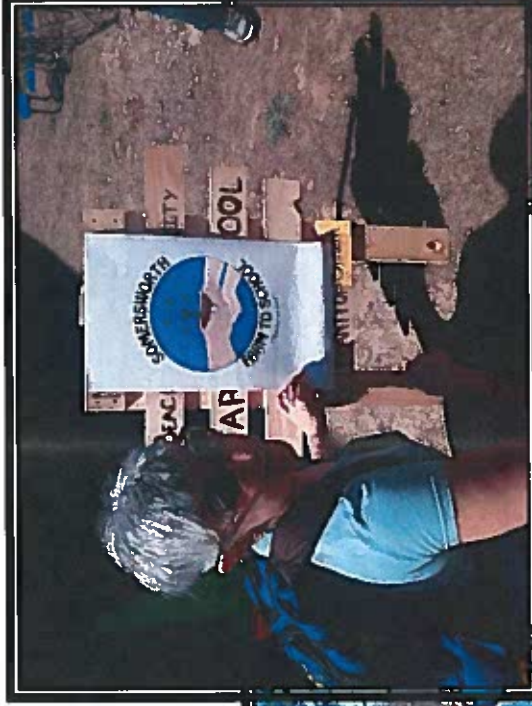
# Vision 2020

Goal 2: Take a leadership role to build a sustainable community for current and future generations

1. Somersworth Clean-up Day



2. Farm to School



3. EPA Clean up  
Grant – \$200K

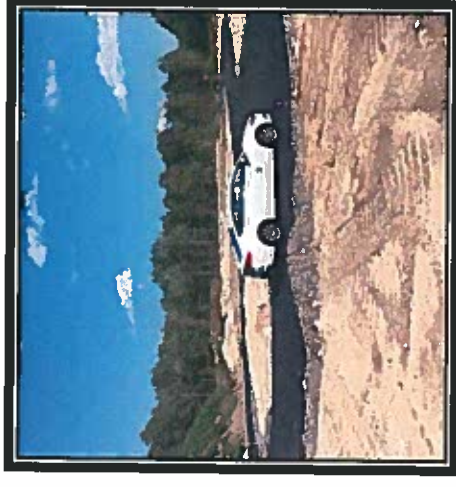




# *Vision 2020*

**Goal 3: Actively manage growth that is consistent with the city's vision and master plan and provides for a balance of Residential, Recreational, Business, Industrial and Institutional activities**

1. Received the NHDOT TAP Grant for sidewalks and pedestrian trails connecting our Schools to Downtown.
2. Implement Banker – Investor-Broker, DT and Malley Farm business meetings to promote business growth
3. Planning Board approved several new projects including 28 SFH off Rocky Hill, 28 Townhouse Condos on Green Street and the new Veteran's building off of Rte 108



# *Vision 2020*

Goal 4: Preserve and protect open space and natural resources  
in balance with economic, business and employment  
opportunities for its citizens

1. Malley Farm



2. Mast Point Dam

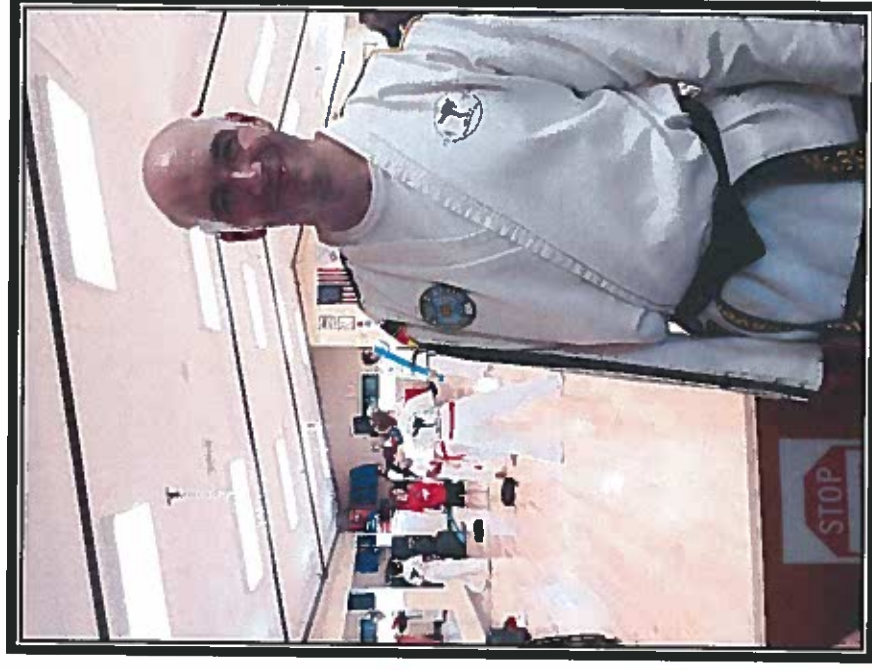


3. Riverwalk



# *Vision 2020*

Goal 5: Promote business development that encourages entrepreneurs, locally-based businesses and quality employment opportunities for all





# Vision 2020

Goal 6: Grow great neighborhoods that provide a variety of housing opportunities to accommodate its diverse citizenry while respecting the city's natural and cultural heritage

1. Greenview



2. Sunningdale



3. Greenridge
4. Hilltop School
5. GAR Building
6. Chinburg Mill
7. Tara Meadows
8. Etc...

# Vision 2020

1. Elementary Grade Configuration Re-org for Maplewood & Idlehurst Goals: balance class sizes; increase teacher collaboration re curriculum and instruction; provide more opportunities for student intervention services

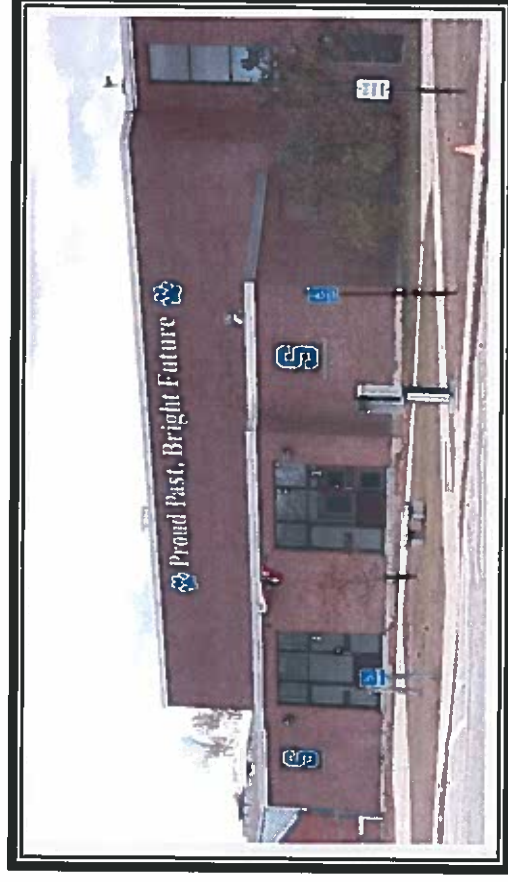
2. Farm-to-School Initiative – received competitive USDA grant in 2018 to support recycling/composting and healthy food programs in the schools

## Goal 7: Strive for education excellence



2018 Boys Basketball Division III State Champions

2018 Boys Baseball Division III State Runners-Up



# *Vision* 2020

Goal 8: Offer a variety of recreational opportunities for all age groups

1. New Playstructure at Millennium Park



2. New Senior Activities and Events



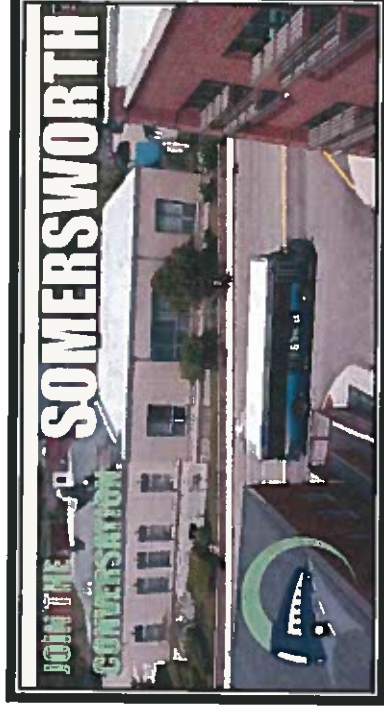
3. Serve with Liberty





# *Vision 2020*

**Goal 9:** Provide a variety of transportation facilities and services including auto, bus, pedestrian and bicycle that connect the city's neighborhoods, businesses and services to the community and region, in concert with regional plans and opportunities



# *Vision 2020*

Goal 10: Provide community services in an efficient and effective manner

1. Implemented Coffee with a Cop to promote police outreach



2. Partnered DPW with Recreation for more efficient parks maintenance



3. Began the process to design a new Fire Station





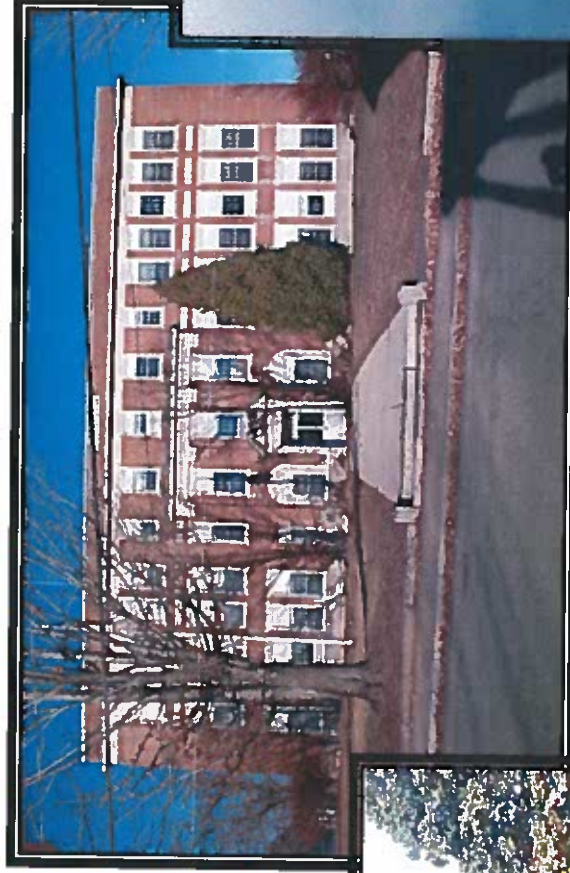
# *Vision* 2020

Goal 11: Identify and preserve buildings, streetscapes, individual sites and open space that contribute to the unique historic character and cultural assets of Somersworth

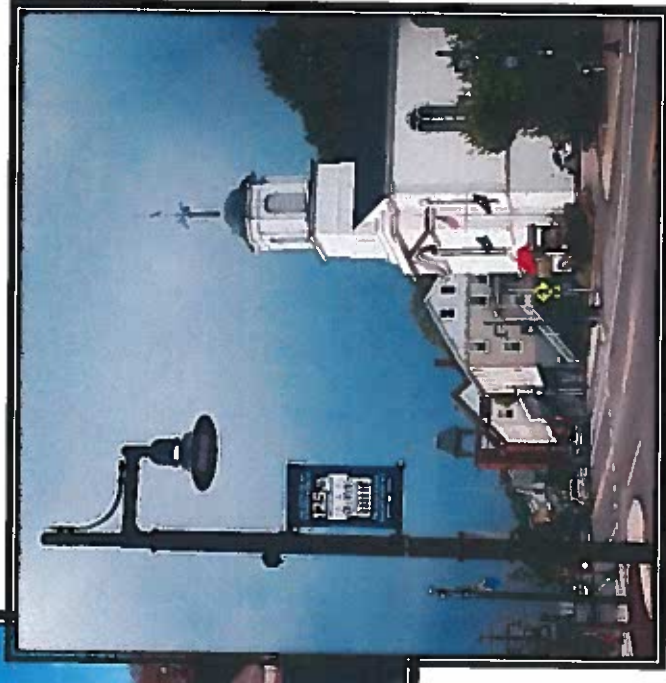
1. Forest Glade Cemetery



2. Hilltop School



3. Somersworth 125th



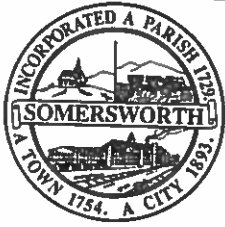


# *Vision 2020*



## *Whats Next?*

Thank you to Jennie Holmes for providing many of the photos!



## City of Somersworth – Ordinance

Ordinance No: 16-20

### **SUPPLEMENTAL APPROPRIATION TO CONSTRUCT A VETERANS MEMORIAL AND ASSOCIATED IMPROVEMENTS AT STEIN PARK**

March 2, 2020

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 19-20 is amended as follows:

Appropriate \$235,000 from unanticipated City revenue to the Capital Outlay section of the FY19-20 General Fund budget as follows:

Original Budget  
\$ 157,913

Amendment  
\$ 235,000

Revised Budget  
\$ 392,913

Approved as to Funding:

Scott A. Smith  
Director of Finance and Administration

Recorded by:

Trish Harris  
City Clerk

#### Background:

This Ordinance appropriates funding to construct a new Veterans Memorial and associated improvements to include a new sidewalk at Stein Park. The City will be receiving bids for this project on March 5, 2020. The funding for this project is provided by a combination of donations received and unanticipated/unrestricted State aid provided in Fiscal Year 19-20.

*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.*

#### 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 – Ordinance

Ordinance No: 16-20

### SUPPLEMENTAL APPROPRIATION TO CONSTRUCT A VETERANS MEMORIAL AND ASSOCIATED IMPROVEMENTS AT STEIN PARK

March 2, 2020

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 19-20 is amended as follows:

Appropriate ~~\$380,000~~~~235,000~~ from unanticipated City revenue and a transfer from the Cable Fund to the Capital Outlay section of the FY19-20 General Fund budget as follows:

Original Budget  
\$ 157,913

Amendment  
\$ ~~380,000~~~~235,000~~

Revised Budget  
\$ ~~537,913~~~~392,913~~

Approved as to Funding:

Scott A. Smith  
Director of Finance and Administration

Recorded by:

Trish Harris  
City Clerk

#### Background:

This Ordinance appropriates funding to construct a new Veterans Memorial and associated improvements to include a new sidewalk at Stein Park. The City will be receiving bids for this project on March 5, 2020. The funding for this project is provided by a using unanticipated State Aid in the amount of \$273,216, estimated donations of \$50,000, and a transfer from the Cable Fund to the General Fund in the amount of \$56,784. ~~combination of donations received and unanticipated/unrestricted State aid provided in Fiscal Year 19-20.~~

*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.*

#### Authorization

##### Sponsored by Councilors:

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

##### Approved:

City Attorney



Veterans Memorial at Stein Park  
Project Costs and Revenue Estimates

Project Costs:

Construction Cost	\$284,507
Construction Admin.	\$9,475
Sidewalk on Main St.	\$60,000
Fence (Trees and Bolders)	\$10,000
Contingency (5% Const and Sidewalk)	<u>\$16,018</u>

<b>Total Project Costs</b>	<b><u><u>\$380,000</u></u></b>
----------------------------	--------------------------------

Revenue - Supplemental Appropriation

State Municipal Aid - Unanticipated	\$273,216
Donations - Estimated	\$50,000
Cable Fund	<u>\$56,784</u>

<b>Total Supplemental Appropriation</b>	<b><u><u>\$380,000</u></u></b>
---	--------------------------------

Somersworth Veterans Memorial  
Somersworth, NH  
BID TABULATION

ITEM #	ELEMENT	QTY	UNIT	IRONWOOD ESTIMATE 11/15/20		RYE BEACH BID		SVINSKY BID	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
MOBILIZATION & SITE PREPARATION									
1	CONTRACTOR MOBILIZATION	1	ls @	\$2,500.00 /ls=	\$2,500.00	\$1,614.86 /ls=	\$1,614.86	\$12,350.00 /ls=	\$12,350.00
2	SITE DEMOLITION, TREE REMOVAL, ROUGH GRADING, EROSION CONTROL	1	ls @	\$8,000.00 /ls=	\$8,000.00	\$37,156.94 /ls=	\$37,156.94	\$30,365.00 /ls=	\$30,365.00
MEMORIAL ELEMENTS									
3	ENGRAVED GRANITE MONUMENT	5	ea @	\$4,200.00 /ea=	\$21,000.00	\$10,097.80 /ea=	\$50,489.00	\$16,490.00 /ea=	\$82,450.00
4	FLAG POLES WITH FLAGS AND LED LIGHTING	3	ea @	\$3,200.00 /ea=	\$9,600.00	\$6,473.41 /ea=	\$19,420.23	\$3,535.00 /ea=	\$10,605.00
5	REMOVE AND RESET GRANITE MONUMENT	1	ea @	\$1,500.00 /ea=	\$1,500.00	\$343.51 /ea=	\$343.51	\$2,680.00 /ea=	\$2,680.00
6	REMOVE AND RESET STEIN PARK DEDICATION STONE	1	ea @	\$1,000.00 /ea=	\$1,000.00	\$343.51 /ea=	\$343.51	\$2,680.00 /ea=	\$2,680.00
7	RADIAL GRANITE BENCH, ENGRAVED	25	lf @	\$685.00 /lf=	\$17,125.00	\$1,630.37 /lf=	\$40,759.25	\$2,060.00 /lf=	\$51,500.00
LIGHTING/ELECTRICAL/PLUMBING									
8	IN-GROUND LIGHTING AT BASE OF EACH MONUMENT	5	ea @	\$925.00 /ea=	\$4,625.00	\$2,796.34 /ea=	\$13,981.70	\$3,200.00 /ea=	\$16,000.00
9	POWER PEDESTAL WITH LOCKABLE GFCI RECEPTACLE	1	ea @	\$850.00 /ea=	\$850.00	\$3,989.53 /ea=	\$3,989.53	\$2,675.00 /ea=	\$2,675.00
10	DESIGN AND INSTALL IRRIGATION SYSTEM AT LAWN AREA	2,300	sf @	\$2.00 /sf=	\$4,600.00	\$2.08 /sf=	\$4,784.00	\$2.75 /sf=	\$6,325.00
11	QUICK COUPLING VALVE AT PLANT BED	1	ea @	\$450.00 /ea=	\$450.00	\$447.77 /ea=	\$447.77	\$460.00 /ea=	\$460.00
12	DESIGN AND INSTALL SECURITY SYSTEM	1	ls @	\$0.00 /ls=	\$0.00	\$4,359.81 /ls=	\$4,359.81	\$2,425.00 /ls=	\$2,425.00
PAVEMENT									
13	CLAY BRICK PAVERS ON ASPHALT BASE	1,050	sf @	\$18.00 /sf=	\$18,900.00	\$31.00 /sf=	\$32,550.00	\$42.00 /sf=	\$44,100.00
14	ENGRAVED CLAY BRICK PAVERS ON ASPHALT BASE	90	sf @	\$18.00 /sf=	\$1,620.00	\$31.00 /sf=	\$2,790.00	\$32.00 /sf=	\$2,880.00
15	GRANITE CENTER STONE WITH GRANITE BORDER	1	ls @	\$2,400.00 /ls=	\$2,400.00	\$8,655.37 /ls=	\$8,655.37	\$9,075.00 /ls=	\$9,075.00
16	REINFORCED CONCRETE PATHWAY THROUGH PARK	112	sy @	\$100.00 /sy=	\$11,200.00	\$161.15 /sy=	\$18,048.80	\$114.00 /sy=	\$12,768.00
17	GRANITE CURB	64	lf @	\$45.00 /lf=	\$2,880.00	\$108.13 /lf=	\$6,920.32	\$170.00 /lf=	\$10,880.00
18	GRANITE COBBLE PAVING	50	sf @	\$35.00 /sf=	\$1,750.00	\$91.47 /sf=	\$4,073.50	\$175.00 /sf=	\$8,750.00
19	1'X2' ENGRAVED GRANITE PAVEMENT	23	ea @	\$179.13 /ea=	\$4,120.00	\$155.84 /ea=	\$3,584.32	\$1,070.00 /ea=	\$24,610.00
20	BENCH PAD	2	ea @	\$0.00 /ea=	\$0.00	\$1,391.58 /ea=	\$2,783.16	\$480.00 /ea=	\$960.00
SITE FURNISHINGS									
21	STANDARD 6' BENCHES WITH DONOR PLAQUE	2	ea @	\$2,200.00 /ea=	\$4,400.00	\$3,062.82 /ea=	\$6,125.64	\$3,285.00 /ea=	\$6,570.00
PLANTING (BIDS SHALL INCLUDE MAINTENANCE AND GUARANTEE PERIOD PER SPECIFICATION)									
22	DECIDUOUS SHADE TREE IN GRASS STRIP	3	ea @	\$800.00 /ea=	\$2,400.00	\$697.00 /ea=	\$2,091.00	\$1,940.00 /ea=	\$5,820.00
23	PLANTING SOIL FOR PLANT BED BEHIND MONUMENT	60	cy @	\$42.00 /cy=	\$2,520.00	\$43.31 /cy=	\$2,598.60	\$68.00 /cy=	\$4,080.00
24	PERENNIALS AND GROUND COVER	54	ea @	\$22.00 /ea=	\$1,188.00	\$14.40 /ea=	\$777.60	\$135.00 /ea=	\$7,290.00
25	SHRUBS	88	ea @	\$65.00 /ea=	\$4,420.00	\$87.56 /ea=	\$5,954.08	\$100.00 /ea=	\$6,800.00
26	LOAM AND SEED	7,200	sf @	\$0.57 /sf=	\$4,120.00	\$1.37 /sf=	\$9,864.00	\$1.95 /sf=	\$14,040.00
TOTAL PROJECT BID					\$133,168.00		\$284,506.50		\$379,138.00
10% contingency					\$13,317		\$6,000		\$6,000
construction admin					\$152,485		\$290,507		\$365,138

Stein Park / Fair Court Edge Treatment Options  
2/18/2020



Option	Material	Anticipated cost for 175 lf
A	Post and 3 rail fence (PVC)	\$18,900
B	Granite posts and heavy chain	\$21,000
C	Boulders and Trees	\$8,500
D	Steel picket fence	\$20,150

**Ironwood add service:** Provide City with two design options. Prepare construction cost estimate (1), prepare construction drawing, details, and specifications for preferred option. Participate in one staff review meeting.

\$1,975



VETERANS PARK DONATIONS

Stratham Tire		\$200.00
Greater Seacoast Community Health		\$250.00
Chinburg Management, LLC	3 Penstock Way, Newmarket, NH 03857	\$1,000.00
General Linen Service, LLC	75 Centre Road, Somersworth, NH 03878	\$500.00
Somersworth Housing Authority	25 Bartlett Ave., Ste A., Somersworth, NH 03878	\$500.00
Hilltop Fireworks, LLC	345 Rte 108, Somersworth, NH 03878	\$500.00
Fraternal Order of Eagles	4 Somersworth Plaza, Somersworth, NH 03878	\$500.00
Stewart's Ambulance Service LLC	PO Box 1399, Meredith, NH 03253	\$500.00
Eastern Propane Gas, Inc	PO Box 1800, Rochester, NH 03866-1800	\$500.00
Donald Roberge Post 1755 CWV	24 Drew Rd., Somersworth, NH 03878	\$1,000.00
Dept. of New Hampshire Catholic War Veterans		\$1,000.00
Matthew Gerding	157 High St., Somersworth, NH 03878	\$150.00
Label Tech, Inc.	16 Interstate Drive, Somersworth, NH 03878	\$500.00
Dead River Company	82 Running Hill Rd., S. Portland, ME 04106	\$250.00
Service Credit Union	3003 Lafayette Road, Portsmouth, NH 03801	\$20,000.00
Hilltop Chevrolet		\$15,900.00 (Check is in transition)
Total		\$43,250.00

Last Updated 3/11/2020



## City of Somersworth – Ordinance

Ordinance No: 17-20

### FISCAL YEAR 2020-2021 BUDGET

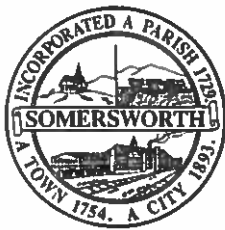
March 16, 2020

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
<b>TOTAL GENERAL FUND</b>	<b>45,826,572</b>
<u>ENTERPRISE FUNDS</u>	
Wastewater Department	2,343,470
Water Department	2,178,516
Solid Waste	466,720
<b>TOTAL ENTERPRISE FUNDS</b>	<b>4,988,706</b>
<u>SPECIAL REVENUE FUND</u>	
Cable Fund	60,839
<b>TOTAL FY 2020-2021 APPROPRIATION</b>	<b>\$50,876,117</b>

This ordinance shall take effect upon its passage.

<b>Authorization</b>	
<i>Sponsored by Request:</i> Mayor Dana S. Hilliard	<i>Approved:</i> City Attorney



## City of Somersworth – Resolution

Resolution No: 33-20

**TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH EMERY AND GARRETT GROUNDWATER INVESTIGATIONS OF MEREDITH, NH TO PROVIDE AN ASSESSMENT OF THE ROCKY HILL ROAD WELLFIELD**

March 2, 2020

WHEREAS, the City owns two wells off Rocky Hill Road that are not actively utilized as part of the water distribution system and the City would like to have a qualified consultant conduct a feasibility study on the value of these wells and the cost/benefit to bring these wells on-line as a secondary water source, and

WHEREAS, the Fiscal Year 2019-2020 adopted budget contains an appropriation for this project, and

WHEREAS, City staff requested and received proposals for this project and recommends awarding the contract to Emery and Garrett Groundwater Investigations of Meredith, NH for a total contract amount of \$68,500 (Sixty Eight Thousand Five Hundred dollars) , and

WHEREAS, the Public Works and Environment Committee has reviewed the recommendation with city staff and supports the recommendation, and

WHEREAS, the Finance Committee has reviewed the recommendation with City staff 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 Emery and Garrett Groundwater Investigations of Meredith, NH for a contract amount of \$68,500 (Sixty Eight Thousand Five Hundred dollars) to provide an assessment of the Rocky Hill Road wellfield, and to take any actions relative to this project determined to be in the best interest of the City.

### Authorization

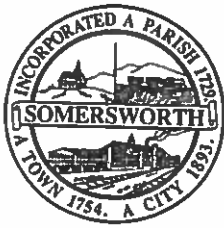
*Sponsored by Councilors:*

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

*Approved:*

City Attorney





## City of Somersworth – Resolution

Resolution No: 34-20

**TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH WRIGHT-PIERCE ENGINEERS OF PORTSMOUTH, NH TO PROVIDE A WATER STORAGE ASSESSMENT, WATER TANK CONDITION ASSESSMENT OF THE HAMILTON STREET WATER TANK, AND A DISTRIBUTION SYSTEM MASTER PLAN UPDATE**

March 2, 2020

WHEREAS, the Somersworth Capital Improvement Program for Fiscal Years 2021 through 2026 contains a recommendation to assess the condition of the Hamilton Street water tank and provide an assessment of the City's overall water storage needs, and

WHEREAS, the City has been notified of a NH Department of Environmental Services Asset Management Grant in the amount of \$20,000 that can be used to update the Water Distribution Master Plan, and

WHEREAS, the Fiscal Year 2019-2020 adopted budget contains an appropriation for this project, and

WHEREAS, City staff requested and received proposals for this project and recommends awarding the contract to Wright-Pierce Engineers of Portsmouth, NH for a total contract amount of \$54,700 (Fifty Four Thousand Seven Hundred dollars) , and

WHEREAS, the Public Works and Environment Committee has reviewed the recommendation with City staff and supports the recommendation, and

WHEREAS, the Finance Committee has reviewed the recommendation with City staff 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 Wright-Pierce Engineers of Portsmouth, NH for a contract amount of \$54,700 (Fifty Four Thousand Seven Hundred dollars) to provide a water storage assessment, water tank condition assessment of the Hamilton Street water tank, a distribution system mater plan update, and to take any actions relative to this project determined to be in the best interest of the City.

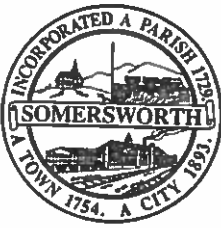
### Authorization

#### *Sponsored by Councilors:*

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

#### *Approved:*

City Attorney



## City of Somersworth – Resolution

Resolution No: 35-20

**TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FIVE-YEAR CONTRACT AMENDMENT (7/1/2020 – 6/30/2025) WITH WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. FOR COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE, MUNICIPAL RECYCLING, AND WASTEWATER TREATMENT SLUDGE DISPOSAL**

March 2, 2020

WHEREAS, the present contract with Waste Management of New Hampshire, Inc. for the collection and disposal of municipal solid waste, municipal recycling, and wastewater treatment sludge, expires on June 30, 2020, and

WHEREAS, City staff negotiated proposed five-year contract extensions with Waste Management of New Hampshire, Inc. for these purposes, and

WHEREAS, the City Council's Finance Committee has reviewed the proposed contract extensions with City staff and supports authorizing the City Manager to enter into a contract with Waste Management of New Hampshire, Inc. for these purposes, and

WHEREAS, the City Council's Public Works and Environment Committee has reviewed the proposed contract extensions with City staff and supports authorizing the City Manager to enter into a contract with Waste Management of New Hampshire, Inc. for these purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to enter into five year contract extensions (7/1/2020 – 6/30/2025) with Waste Management of New Hampshire, Inc. for the collection and disposal of municipal solid waste, municipal recycling, and wastewater treatment sludge disposal, and to take any actions relative to this contract determined to be in the best interest of the City.

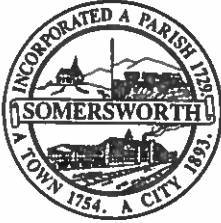
### Authorization

#### *Sponsored by Councilors:*

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

#### *Approved:*

City Attorney



## City of Somersworth – Resolution

Resolution No: 36-20

**TO AUTHORIZE THE CITY MANAGER TO CONTRACT  
WITH APEX CONSTRUCTION OF SOMERSWORTH, NH  
FOR THE CONSTRUCTION OF WASTEWATER  
TREATMENT FACILITY UPGRADES**

March 2, 2020

WHEREAS, the Somersworth City Council adopted Resolution No. 1-19 to appropriate funds from the State Revolving Loan Fund for upgrades to the Wastewater Treatment Facility, and

WHEREAS, the City has solicited bids through their consultant engineer for the construction of these improvements, and

WHEREAS, the City's consultant engineer has reviewed the results and recommends awarding the contract to APEX Construction of Somersworth, NH for an amount of \$10,880,600 (Ten Million Eight Hundred Eighty Thousand Six Hundred dollars),

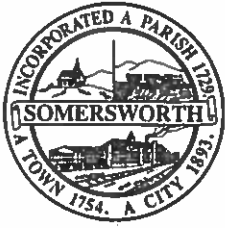
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with APEX Construction of Somersworth, NH for the construction of upgrades to the Wastewater Treatment Facility for an amount of \$10,880,600 (Ten Million Eight Hundred Eighty Thousand Six Hundred dollars), and to take any actions relative to this contract determined to be in the best interest of the City.

### Authorization

*Sponsored by Councilor:*  
David A. Witham

*Approved:*  
City Attorney





## City of Somersworth – Resolution

Resolution No: 37-20

**TO AUTHORIZE THE CITY MANAGER TO SIGN A CONTRACT WITH WRIGHT-PIERCE ENGINEERS OF PORTSMOUTH, NH TO PROVIDE RESIDENT INSPECTION AND CONTRACT ADMINISTRATION SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE UPGRADES AT THE WASTEWATER TREATMENT FACILITY**

March 2, 2020

WHEREAS, the Somersworth City Council adopted Resolution No. 1-19 to appropriate funds from the State Revolving Loan Fund for upgrades to the Wastewater Treatment Facility, and

WHEREAS, Wright-Pierce Engineers have provided the City with pre-construction services such as design and bid specifications for the upgrades to the Wastewater Treatment Facility, and

WHEREAS, the City has received bids from qualified contractors for the construction of the upgrades at the Wastewater Treatment Facility and will require resident inspection and construction administration services associated with the construction of these upgrades, and

WHEREAS, Wright-Pierce Engineers have provided a proposal in the amount of \$1,295,000 (One Million Two Hundred Ninety-Five Thousand dollars) to provide resident inspection and contract administration services,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to sign a contract with Wright-Pierce Engineers of Portsmouth, N.H. to provide resident inspection and construction administration services associated with the construction of the upgrades at the Wastewater Treatment Facility, and to take any other action related to this contract determined to be in the best interest of the City.

### Authorization

*Sponsored by Councilor:*

David A. Witham

*Approved:*

City Attorney



## City of Somersworth – Resolution

Resolution No: 38-20

**TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE NEW HAMPSHIRE DEPARTMENT OF SAFETY TO ACQUIRE A GENERATOR FOR EMERGENCY POWER FOR THE PUBLIC SAFETY RADIO TRANSMITTER LOCATED AT 17 GRAND STREET**

March 16, 2020

WHEREAS, the City of Somersworth has been notified of the availability of the 2020 New Hampshire EMPG Grant through the New Hampshire Department of Safety; and

WHEREAS, the City of Somersworth is eligible to receive \$8,900 (eight thousand nine hundred dollars) toward the purchase of a back-up generator for emergency power for the Public Safety radio transmitter located at 17 Grand Street; and

WHEREAS, the City of Somersworth is required to provide a 50/50 match, but in-kind communications equipment purchased by the City in Fiscal Year 20 is allowed as a match (\$52,545 spent on portable and mobile radios in the Fire Department);

### EXPLANATION OF TOTAL PROJECT GRANT BREAKDOWN

EMPG GRANT	=	\$8,900
<u>CITY MATCH</u>	=	<u>\$8,900 (In-kind)</u>
TOTAL PROJECT AWARD	=	\$8,900

WHEREAS, the Grant will allow the City of Somersworth to maintain public safety radio communications when normal electrical power has failed – therefore continuing to provide essential public safety services to citizens;

NOW, THEREFORE BE IT RESOLVED BY THE 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 necessary for the Grant's execution, and take any all other such actions relative to this Grant determined to be in the best interest of the City.

#### Authorization

##### *Sponsored by Councilors:*

David A. Witham  
Martin Pepin  
Donald Austin

##### *Approved:*

City Attorney



**State of New Hampshire Department of Safety**

**Robert L. Quinn, Commissioner**  
**Richard C. Bailey, Jr., Assistant Commissioner**  
**Perry E. Plummer, Assistant Commissioner**

**Homeland Security and Emergency Management**

**Jennifer L. Harper, Director**  
**Kevin P. LaChapelle, Assistant Director**



March 2, 2020

Keith Hoyle, Fire Chief  
Somersworth Emergency Management  
195 Maple Street  
Somersworth NH 03878

Dear Chief Hoyle:

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on December 9, 2019 for the Critical Communications Structure Generator Project.

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

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

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

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

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

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

Thank you for your interest in the EMPG Program!

Sincerely,

A handwritten signature in cursive script that reads "Olivia Bourque".

Olivia Bourque  
EMPG Program Coordinator

Enclosures

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

Office: 110 Smokey Bear Boulevard, Concord, N.H.  
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305  
603-271-2231, 1-800-852-3792, Fax 603-223-3609  
State of New Hampshire TDD Access: Relay 1-800-735-2984



## GRANT AGREEMENT

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

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> City of Somersworth (VC#177476-B001)		<b>1.4. Subrecipient Tel. #/Address</b> 603-692-9504 1 Government Way Somersworth, NH 03878	
<b>1.5 Effective Date</b> Upon State Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> August 31, 2021	<b>1.8. Grant Limitation</b> \$8,900.00
<b>1.9. Grant Officer for State Agency</b> Olivia Bourque, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>  Subrecipient Signature 2  Subrecipient Signature 3		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>  Name & Title of Subrecipient Signor 2  Name & Title of Subrecipient Signor 3	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> _____ (Commission Expiration) _____			
<b>1.14. State Agency Signature(s)</b> Signor(s)  By: _____ On: _____ / _____ / _____ Administration Steven R. Lavoie, Director of		<b>1.15. Name &amp; Title of State Agency</b>  Steven R. Lavoie, Director of	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: _____ Assistant Attorney General, On: _____ / _____ / _____			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On: _____ / _____ / _____			

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

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

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

Subrecipient Initials: 1.)

2.)

3.)

Date:

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

**INSURANCE AND BOND.**

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

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and

The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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

**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.

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

**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.

**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.

**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.

**SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)

2.)

3.)

Date:

## **EXHIBIT A**

### **Scope of Services**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Somersworth (hereinafter referred to as "the Subrecipient") \$8,900.00 to purchase and install a generator for their critical communications structure.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

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

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

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

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



## **EXHIBIT B**

### **Grant Amount and Payment Schedule**

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

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	<b>\$8,900.00</b>	<b>\$ 8,900.00</b>	<b>\$17,800.00</b>
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
<b>Awarding Agency: Federal Emergency Management Agency (FEMA)</b>			
<b>Award Title &amp; #: Emergency Management Performance Grant (EMPG) EMB-2019-EP-00003-S01</b>			
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)</b>			
<b>Applicant's Data Universal Numbering System (DUNS): 069911980</b>			

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

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$8,900.00.
- b. "The State" shall reimburse up to \$8,900.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date (block 1.7).

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

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

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

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

## **EXHIBIT C**

### **Special Provisions**

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

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

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

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

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

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

## Second Source Generators 11/75/19

*Tim Crichton*

*Berwick, Me 03901*

*Business line 1-207-698-1555*

*Cell Number 1-603-817-3701*

*N.H Masters 12089M*

*Maine Masters MS60019350*

Somersworth Fire Department  
Somersworth, NH

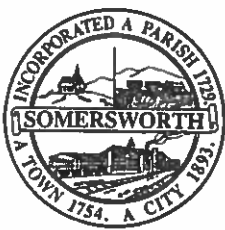
Job ref: 8 K generator

CCES will provide the following services

- Install 1-8 KVa Generac generator
- Provide gas from manifold to generator
- Wire transfer switch into existing service
- Tie antenna circuit from panel to transfer switch

Total for complete installation = \$8,900.00

Thank you,  
Tim Crichton  
CCES & SSG



## City of Somersworth – Resolution

Resolution No: 39-20

**TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR A NEW HAMPSHIRE DRINKING WATER AND GROUNDWATER TRUST FUND GRANT FOR THE CONSERVATION COMMISSION TO PURCHASE LAND IN THE LILY POND WATERSHED**

March 16, 2020

WHEREAS, the City of Somersworth has been notified of the award of a New Hampshire Drinking Water and Groundwater Trust Fund Grant for the Conservation Commission to purchase land in the Lily Pond watershed, and

WHEREAS, the City of Somersworth is eligible to receive up to \$100,000 (one Hundred Thousand dollars) requiring a local match of up to \$120,000 (One Hundred Twenty Thousand dollars), and

WHEREAS, the City's local match for this grant will come from funding available in the Conservation Fund along with Grant proceeds from the Great Bay Resource Protection Partnership Grant authorized by Resolution 37-19, and

WHEREAS, the Grant requirements are the City must obtain an appraisal of the property, conduct an environmental hazards assessment, obtain a survey of the property, provide legal services, recording fees, and any title expenses required in the transfer of said property, and

### EXPLANATION OF TOTAL PROJECT GRANT BREAKDOWN

Grant	=	\$100,000
City Cash	=	\$120,000
Total Project Award	=	\$220,000

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 execution, expend the grant proceeds in accordance with the grant documents, and take any and all other such actions relative to this grant determined to be in the best interest of the City.

#### Authorization

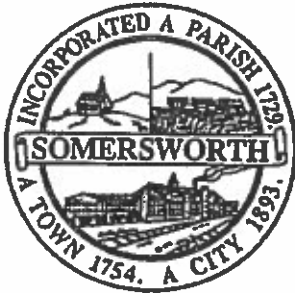
##### *Sponsored by Councilors:*

David A. Witham  
Martin Pepin  
Donald Austin

##### *Approved:*

City Attorney





---

Shanna B. Saunders, Director  
Development Services

To: Bob Belmore  
Date: March 10, 2020  
Re: Lily Pond Conservation Acquisition - Synopsis

The Conservation Commission applied for the Great Bay Resource Protection Partnership (GBRPP) Grant in March of 2019 for a total of \$21,500. This includes \$10,000 from grant funds and \$11,500 from match funds (from the Conservation Fund). The grant was to pay for the following:

- a. Appraisal - \$2,800
- b. Environmental Hazards Assessment - \$3,000
- c. Land Survey - \$10,000
- d. Legal Fees - \$2,500
- e. Recording Fees - \$200
- f. Title Expenses - \$1,500
- g. Staff Time - \$1,500

The Conservation Commission applied for a DES Drinking Water and Groundwater Trust Fund Grant in September 2019 for a total of \$220,000. This includes \$100,000 from grant funds, \$100,000 in match funds (from the Conservation Fund) and \$20,000 from the GBRPP grant. The Grant was to pay for the following:

- a. Land Acquisition
- b. Everything listed under the GBRPP grant list (because those were used as part of the match dollars)

**Subject: Grant Agreement for a NH Drinking Water and Groundwater Trust Fund Grant**  
**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> City of Somersworth		<b>1.4 Grantee Address</b> One Government Way, Somersworth, NH 03878	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> 6/30/2021	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$100,000
<b>1.9 Grant Officer for State Agency</b> Holly Green NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> (603) 271-3114	
<b>1.11 Grantee Signature</b>		<b>1.12 Name &amp; Title of Grantee Signor</b>	
<b>1.13 Acknowledgment:</b> 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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14 State Agency Signature(s)</b>		<b>1.15 Name/Title of State Agency Signor(s)</b>  Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b>  By: _____ Attorney, On: ____ / ____ / _____			
<b>1.17 Approval by the Governor and Council</b>  By: _____ On: ____ / ____ / _____			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-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; VOUCHERS; PAYMENT.**

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

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

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the 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 Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

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, formulac, 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 OF 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

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 (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the 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 or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or 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, worker's 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, 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project; and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$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 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice 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.



## EXHIBIT A

### SCOPE OF SERVICES

#### City of Somersworth

The City of Somersworth will use the grant to purchase approximately 40 acres of land in the wellhead protection areas for two City Somersworth water supply wells. The parcels of land designated on current City of Somersworth Tax Map 50 as Lot 13 and 13-1 are to be protected in perpetuity with deed restrictions (see Attachment A).

## EXHIBIT B

### GRANT AMOUNT & PAYMENT SCHEDULE

Payment in the amount of \$100,000 shall be made to the City of Somersworth upon receipt of the following:

1. Survey of the parcels of land.
2. A copy of the appraisal as specified in Env-Dw 1002.22
3. Title examination as specified in Env-Dw 1002.23.
4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
5. Completed baseline documentation form or management summary, as applicable, which indicates the current condition of the property.
6. Documentation to support the match of \$120,000, provided by the City of Somersworth.
7. The finalized deed with restrictions to protect water supply.

## EXHIBIT C

### SPECIAL PROVISIONS

1. Subparagraph 1.7 of the General Provisions shall not apply to this Grant Agreement.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



## NEW HAMPSHIRE DRINKING WATER & GROUNDWATER TRUST FUND



### Commission Members

Senator Chuck Morse,  
Chair

Senator Tom Sherman,  
Vice Chair

Representative  
Deborah Hobson, Clerk

Representative Kevin  
Maes

Rodney Bartlett, Public  
Member

William W. Boyd, III,  
Town Council Member

Bruce Breton, Town  
Selectman

Clark B. Freise, Governor's  
Designee

Andrea Kenter, P.G.,  
Public Member

Dorothy Kurtz, Public  
Member

Rachel Miller, NH State  
Treasury

Lisa Morris, Division of  
Public Health

Marco Philippon, NH  
Water Works Association

Rick Russman, State or  
Regional Land Trust  
Member

Paul Sanderson, NH Fish  
and Game Department

Bernie Rousseau, Public  
Member

Robert R. Scott, NH  
Department of  
Environmental Services

Tim Vadney, P.E., NH  
Water Pollution Control  
Association

Christopher S. Way, NH  
Economic Development

August 5, 2019

Shanna B. Saunders, City Planner  
City of Somersworth  
One Government Way  
Somersworth, NH 03878

Subject: 2019 Drinking Water Groundwater Trust Fund (DWGTF) Grant eligibility application for Lily Pond Conservation Land project

Dear Ms. Saunders:

The NH Department of Environmental Services (NHDES) has determined that 100% of the 40 acres being proposed to be protected as part of the City of Somersworth's Lily Pond Conservation Land project is eligible to apply for a DWGTF Source Water Protection grant. We have determined this through GIS calculations, which show 100% of these 40 acres being within the wellhead protection area of the well for the City of Somersworth. Therefore, this project is eligible to apply for a DWGTF grant of up to \$100,000 based on the preliminary budget. Note that NHDES refers to this project as "Lily Pond – Somersworth WHPA."

Please review the enclosed map and let us know if it does not accurately depict your project.

The next step is to submit a complete funding application, the form for which can be found at [Source Water Protection Grant Program Funding Application \(2019\)](#), by September 13, 2019.

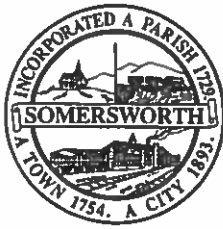
Please contact Paul Susca at [paul.susca@des.nh.gov](mailto:paul.susca@des.nh.gov) or 603-271-7061 if you have any questions regarding this eligibility determination.

Sincerely,

Erin Holmes, P.E.  
NHDES Drinking Water and Groundwater Trust Fund Administrator  
Phone: (603) 271-8321  
Email: [Erin.Holmes@des.nh.gov](mailto:Erin.Holmes@des.nh.gov)

Enclosures: Map of Lily Pond – Somersworth WHPA

cc: Paul Susca, NHDES DWGB ([Paul.Susca@des.nh.gov](mailto:Paul.Susca@des.nh.gov))  
Holly Green, NHDES DWGB ([Holly.Green@des.nh.gov](mailto:Holly.Green@des.nh.gov))



## City of Somersworth – Resolution

Resolution No: 40-20

**TO AUTHORIZE THE CITY MANAGER TO AMEND THE CONTRACT WITH IRONWOOD DESIGN GROUP OF NEWMARKET, NH TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE CONSTRUCTION OF A VETERANS MEMORIAL AT STEIN PARK**

March 16, 2020

WHEREAS, the City Council adopted Resolution 24-19 to authorize the City Manager to contract with Ironwood Design Group to provide a conceptual design for a Veterans Memorial at Stein Park, and

WHEREAS, the City Council adopted Resolution 2-20 to authorize the City Manager to amend the contract with Ironwood Design Group to provide a final design and bid specifications for a Veterans Memorial at Stein Park, and

WHEREAS, the City accepted bids from qualified contractors for this project and is prepared to begin construction, and

WHEREAS, the City will require construction administration services for this project and Ironwood Design Group has prepared a quote of \$9,475 (Nine Thousand Four Hundred Seventy Five dollars) to provide these services,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to amend the contract with Ironwood Design Group of Newmarket, NH to provide construction administration services for the construction of a Veterans Memorial at Stein Park for a cost of \$9,475 (Nine Thousand Four Hundred Seventy Five dollars), and to take any other actions relative to this project determined to be in the best interest of the City.

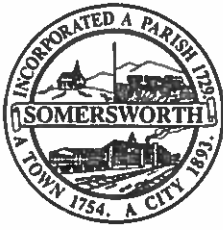
### Authorization

*Sponsored by Councilors:*

David A. Witham  
Martin Pepin  
Donald Austin

*Approved:*

City Attorney



## City of Somersworth – Resolution

Resolution No: 41-20

**TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH RYE BEACH LANDSCAPING OF EXETER, NH FOR THE CONSTRUCTION OF A VETERANS MEMORIAL AT STEIN PARK INCLUDING IMPROVEMENTS TO THE SIDEWALK ABUTTING STEIN PARK ON MAIN STREET**

March 16, 2020

WHEREAS, on June 4, 2018, Mayor Dana S. Hilliard announced the formation of the Veterans Park Commission to re-design Stein Park so that it may become a living tribute to all the brave men and women who answered the call of defending this great nation, and

WHEREAS, as a result of the work done by the Veterans Commission, the City Council authorized the City Manager to contract with Ironwood Design Group of Newmarket, NH to provide conceptual design services, final design services, and bid specifications for the construction of a Veterans Memorial at Stein Park, and

WHEREAS, on March 5, 2020 bids were accepted from qualified contractors and they were reviewed by Ironwood Design Group and they recommend awarding the contract to Rye Beach Landscaping of Exeter, NH for a cost of \$370,525 (Three Hundred Seventy Thousand Five Hundred Twenty Five dollars), which includes improvements to the section of sidewalk abutting Stein Park on Main Street and adding trees and boulders to act as fencing along the park, and

WHEREAS, during the review of the bids it has been determined that there may be opportunities to reduce the total cost of this project by allowing the City Manager to amend the contract with Rye Beach Landscaping downward and direct purchase some of the supplies for construction, negotiate and contract directly with contractors for the sidewalk improvements and other improvements associated with this project, and allowing the Department of Public Works to participate in the construction by hauling away fill, and

WHEREAS, these recommendations were presented to the Finance Committee and they support these recommendations,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Rye Beach Landscaping of Exeter, NH for construction of a Veterans Memorial at Stein Park, including improvements to the section of sidewalk abutting Stein Park on Main Street and adding trees and boulders to act as fencing along the park for a cost of \$370,525 (Three Hundred Seventy Thousand Five Hundred Twenty Five dollars), and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager may amend the contract downward with Rye Beach Landscaping and contract with other vendors without further City Council action to directly purchase supplies for construction, and to negotiate and contract directly with contractors for the sidewalk improvements or other improvements



associated with this project, and to allow the Department of Public works to participate in construction by hauling away fill, or to take any other action associated with this project determined to be in the best interest of the City.

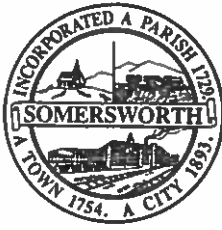
Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Martin Pepin Donald Austin	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 41-20
--

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

<b>Discussion</b>
-------------------

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		
<b>TOTAL VOTES:</b>			
On    /    /    .    Resolution 41-20		PASSED	FAILED



## City of Somersworth – Resolution

Resolution No: 42-20

**TO AUTHORIZE THE CITY MANAGER TO EXECUTE AND DELIVER TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, PURSUANT TO PARAGRAPH 48.f. OF THE RD/RA CONSENT DECREE FOR THE SOMERSWORTH SANITARY LANDFILL SUPERFUND SITE, A FINANCIAL ASSURANCE “LETTER OF AUTHORIZATION” IN THE AMOUNT OF \$9 MILLION DOLLARS**

March 16, 2020

WHEREAS, the City of Somersworth (“City”) is the owner of certain property located on Blackwater Road in Somersworth, which property is the location of the former Somersworth Sanitary Landfill (“Landfill”), and

WHEREAS, on September 8, 1983, the Landfill, pursuant to federal law, was added to the National Priorities List and the City, along with many local businesses and certain federal and state departments and agencies, were required to investigate and cleanup contamination at the Landfill; and

WHEREAS, on September 28, 1995, the City, along with many local businesses and certain federal and state departments and agencies, entered into the RD/RA Consent Decree for the Somersworth Sanitary Landfill Superfund Site (“Consent Decree”) with the U. S. EPA and the State, wherein they agreed to be responsible for the cleanup of the Landfill; and

WHEREAS, pursuant to the Consent Decree, all settling parties, except the City and General Electric Company, paid a sum certain and “cashed-out” under the Consent Decree and the cash-out payments have been applied towards the cost of the cleanup; and

WHEREAS, the City and General Electric Company, as the performing parties under the Consent Decree, have diligently performed their obligations under the Consent Decree for the past 25 years; and

WHEREAS, the City and General Electric Company have overseen and paid the cost of the cleanup of the Landfill including, without limitation, the design, construction, operation and maintenance of the chemical treatment wall, the landfill cover, the bedrock extraction system and the landfill gas venting system; and

WHEREAS, as between the City and General Electric Company, all costs incurred related to the cleanup of the Landfill are split on a 50.5% (City) and 49.5% (General Electric Company) basis; and

WHEREAS, the U.S. EPA has determined that the cleanup remedy for the landfill currently protects human health and the environment and, for the remedy to be protective in the long term, groundwater cleanup levels specified in the Record of Decision must be attained and final closure of the Landfill must be completed by the acceptance of the existing soil cap as the final landfill cap or the selection and construction of a new final landfill cap; and

WHEREAS, Paragraph 48. of the Consent Decree requires the City and General Electric Company to establish and maintain financial security in the amount of \$16 million (the original projected cost of the cleanup of the Landfill), to assure the performance of the cleanup remedy; and

WHEREAS, Paragraph 48 of the Consent Decree allows various ways to provide financial security including a surety bond, irrevocable letter of credit, trust fund, corporate guarantee, financial test or a "letter of authorization" from the Somersworth City Council; and

WHEREAS, Paragraph 49 of the Consent Decree provides that if the City seeks to demonstrate its financial ability to complete all or a portion of the cleanup of the Landfill by means of a municipal authorization pursuant to Paragraph 48. f. then, in such event, the City shall submit to U.S. EPA each year its annual budget, annual financial reports, and a letter stating that the Somersworth City Council authorization remains in force; in addition, the City would be required to submit its current bond rating, if any, and the bond rating package, if any, and any other information used to support bond issuance, for the most recent bond issuance and for each bond issuance during the performance of the cleanup of the Landfill; and

WHEREAS, the City has agreed to provide financial security to meet the estimated future cost of the final cover for the Landfill; and

WHEREAS, U.S. EPA has determined that at this time the appropriate amount of financial security for the final cover for the Landfill is \$9 million; and

WHEREAS, the City Finance Committee has received a presentation from the City Manager and his staff on this matter, including a draft copy of the proposed "letter of authorization", a copy of which is attached to this Resolution, and recommend adoption thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute the letter of authorization attached to this Resolution and deliver it to the U.S. EPA in satisfaction of the financial security requirements set forth in Paragraphs 48 and 49 of the Consent Decree.

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Martin Pepin Donald Austin	<i>Approved:</i> City Attorney

[City of Somersworth Letterhead]

March \_\_, 2020

Gerardo Millán-Ramos  
Remedial Project Manager  
Superfund and Emergency Management Division  
U.S. EPA - New England, Region 1  
5 Post Office Sq. Suite 100, Mail Code: 07-1  
Boston MA 02109-3912

Re: Financial Assurance, Somersworth Landfill, Somersworth, New Hampshire

Dear Mr. Millan-Ramos,

Pursuant to Paragraph 48 f. of the RD/RA Consent Decree for the Somersworth Landfill Superfund Site, please accept this Letter of Authorization from the Somersworth City Council. This letter demonstrates the financial ability of the City of Somersworth to complete the final cover for the Landfill. It is my understanding that General Electric Company will submit financial security to meet the estimated future cost of the Operation and Maintenance of the balance of the remedy for the Landfill.

Attached hereto and incorporated herein by reference is a copy of the Somersworth City Council Resolution No. \_\_\_\_\_ authorizing the Somersworth City Manager to execute and deliver this Letter of Authorization to the U.S. EPA.

Also enclosed are the following documents in support of this Letter of Authorization:

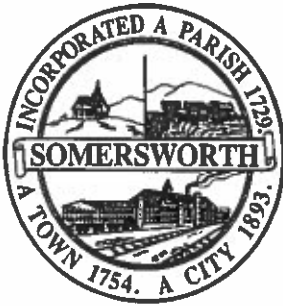
1. City of Somersworth Budget for 20\_\_ – 20\_\_;
2. City of Somersworth Financial Reports to date for 20\_\_ – 20\_\_; and
3. Most recent City of Somersworth bond issuance and information used to support the bond issuance.

As you know, for the past 25 years, the City of Somersworth and General Electric Company, as the Work Settling Defendants (WSDs) under the Consent Decree, have diligently performed their obligations under the Consent Decree. During this time, the WSDs have worked cooperatively with U.S. EPA and NH DES to design, construct, operate and maintain the selected remedy for the Landfill.

Going forward, in accordance with Paragraph 49 of the Consent Decree, the City will annually submit its most recent annual budget, annual financial reports and bond issuance information along with a letter stating that the Somersworth City Council authorization remains in force.

Very truly yours,

Robert M. Belmore  
Somersworth City Manager



## MEMORANDUM

---

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: March 11, 2020

Re: **Monthly Report**

Finance Department:

- Met with City Manager and Department Heads on FY21 budget proposal. Worked on budget document.
- Assisted in preparation of the State of the City Address.
- Bids:
  - Jules Bisson Park – Due April 2, 2020

City Clerk:

- Prepared for and took minutes at two scheduled City Council meetings, and standing committee meetings during the month.
- Total receipts for the month were \$4,991.
- Permits:
  - St. Ignatius of Loyola Parish
  - First Parish Church

Tax Collector:

- Motor vehicle registrations were a total of \$166,864 during the month.
- Collected \$4,935 for Municipal Transportation Fund during month.
- Total receipts for the month were \$1,032,556.
- Notices of arrearages for Property Taxes and Utilities were sent out on Feb. 24<sup>th</sup>.



### Library

- The State of New Hampshire annual report was completed and submitted.
- The Library had 25 attendees at story time programs and one book discussion group.
- The Library recorded 2,328 visits for the month.
- The Library is applying for a summer learning grant through the NH Library Association.

### Human Services:

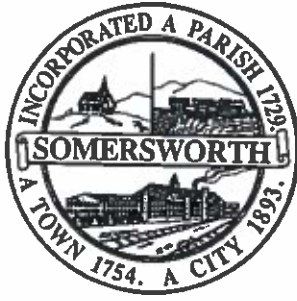
- Total assistance for the month was \$5,104. That compares to \$8,331 for the month of January 2020 and \$8,235 for February 2019.
- 3 new cases were opened compared to 2 in 2019.
- 16 cases were approved for varying levels of assistance. 20 cases were referred to other agencies for support.

### Information Technology

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

### Assessing

- Received requests for abatements, due March 1. Will review and make recommendations moving forward.
- The Assessing Department is conducting year 1 of cyclical inspections.



## Department of Development Services

Date: February 29, 2020

From: Shanna B. Saunders

Director of Planning & Community Development

Re: February 2020 - Monthly Report

---

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

- Zoning Board – February 5
- Conservation Commission – February 12
- Planning Board – February 19
- SRTC – No meeting
- Historic District Commission meeting – February 26

And attended the following Special Meetings:

- SRPC Transportation Advisory Committee – February 7
- NH Planner's Association – February 14
- Traffic Safety Committee Meeting – February 26
- Recreation Committee Meeting – February 5
- Volunteer Appreciation Dinner – February 27

### Building and Health Departments:

#### Major Building Permits Applied for in February 2020 Construction Costs and Fee

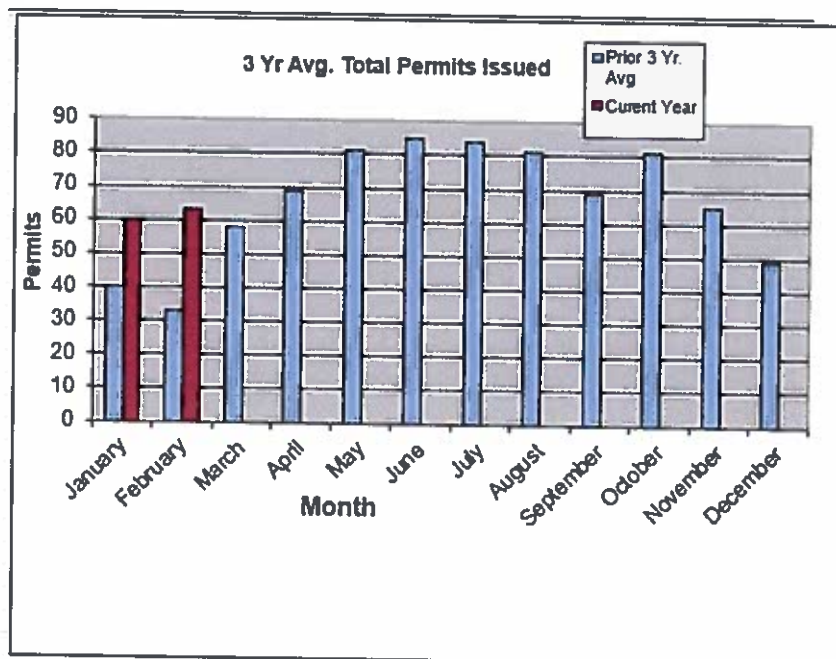
	Address	Construction cost	Fee
67	Sunningdale Dr	\$265,000.00	\$2,410.00
65	Sunningdale Dr	\$225,000.00	\$2,050.00

### Minor Building Permits Applied for in February 2020

	Address	Construction cost	Fee
14	Mt. Vernon	\$12,000.00	\$133.00
133	Indigo Hill Rd	\$400.00	\$28.60
41	Franklin	\$200.00	\$26.80
10	Fox Ct	\$7,940.20	\$96.46
56	High	\$150,000.00	\$1,375.00
368	High	\$8,900.00	\$105.10
369	Rt. 108	\$300.00	\$28.50
31	Crystal Springs Way	\$5,000.00	\$85.00
37	Franklin	\$6,000.00	\$97.00
31	Indigo Hill Rd	\$13,475.00	\$146.28
26	Lincoln	\$14,000.00	\$151.00
25	Bartlett Ave	\$8,400.00	\$100.60
54	Rocky Hill Rd	\$20,000.00	\$205.00

### Permit Receipts

	2018	2019	2020	DIFFERENCE this year to last	% OF CHANGE
January	\$12,784.00	\$2,892.72	\$13,400.23	\$10,507.51	-16.2%
February	\$4,087.20	\$14,382.00	\$12,963.09	-\$1,418.91	-55.9%
March	\$5,307.00	\$11,377.66	\$0.00	N/A	
April	\$7,899.24	\$12,091.95	\$0.00	N/A	
May	\$8,966.00	\$4,309.56	\$0.00	N/A	
June	\$7,652.50	\$91,825.41	\$0.00	N/A	
July	\$7,641.00	\$18,023.12	\$0.00	N/A	
August	\$4,329.00	\$21,606.17	\$0.00	N/A	
September	\$3,039.60	\$12,040.79	\$0.00	N/A	
October	\$7,291.00	\$25,228.33	\$0.00	N/A	
November	\$19,126.00	\$25,526.43	\$0.00	N/A	
December	\$14,154.00	\$8,211.20	\$0.00	N/A	
<b>Year total</b>	<b>\$102,276.54</b>	<b>\$247,515.34</b>	<b>\$26,363.32</b>	<b>\$9,088.60</b>	
Difference of change this year to last (completed months only)	\$12,784.00	\$17,274.72	\$26,363.32	\$9,088.60	35.1%



### Total Permits

ROW		2018	2019	2020	DIFFERENCE this month to last year's month	% OF CHANGE
4	January	41	60	60	60	29.3%
5	February	31	63	63	63	0.0%
6	March	51	0	N/A	N/A	0.0%
7	April	88	0	N/A	N/A	0.0%
8	May	59	0	N/A	N/A	0.0%
9	June	97	0	N/A	N/A	0.0%
10	July	85	0	N/A	N/A	0.0%
11	August	88	0	N/A	N/A	
12	September	69	0	N/A	N/A	
13	October	93	0	N/A	N/A	0.0%
14	November	85	0	N/A	N/A	0.0%
15	December	61	0	N/A	N/A	0.0%
16						
17	<b>YTD Totals</b>	689	848	123	43	-85.5%
18	Difference of changes this year to last year (Completed months only)	29	72	123	51	70.8%

**Property Maintenance**

<p>CN – Courtesy Notice          NOV – Violation Notice          COMPLAINT – Summons filed with Court</p>
---

Location		Complaint Type	Date of Complaint	Notifications Issued	Status
9-11	Beacon	Trash	2/21/20	CN	COMPLETED
10	Ben-Rich	Zoning Violation	2/4/20	CN	COMPLETED
117	Green	Trash	1/8/20	CN, NOV	COMPLETED
7-9	Green	Trash	2/5/20	CN	COMPLETED
65	Green	Housing Violation	2/14/20	CN, NOV	COMPLETED
18	Grove	Vehicle	1/31/20	CN	COMPLETED
12-16	Highland	Trash	1/14/20	CN, NOV	COMPLETED
20	Laurier	Trash	2/19/20	CN	COMPLETED
46	Main	Zoning Violation	10/15/19	CN	COMPLETED
283	Main	Trash	1/30/20	CN	COMPLETED
320	Main Street	Trash	2/20/20	CN	COMPLETED
20	Main Street	Trash	2/19/20	CN	COMPLETED
29	Maple	HDC Violation	1/22/20	CN	COMPLETED
84	Market	Protective treatments	8/15/19	CN, NOV	COMPLETED
407	Old Rochester	Structure Violation	2/6/20	CN	COMPLETED
136	Rocky Hill Road	Trash	2/20/20	CN	COMPLETED
25	Rouleau	Housing violation	2/20/20	CN	COMPLETED
71	South	Trash	2/19/20	CN	COMPLETED
66	South	Trash	2/19/20	CN	COMPLETED
159	W. High	Trash	2/21/20	CN	COMPLETED
7	Ash	MPV	2/25/20	CN, NOV	PENDING
37	Franklin	MPV	7/1/19	CN, NOV	PENDING
28	Green	Contract/IPMC Violation	7/9/19	CN, NOV, COMPLAINT	PENDING
48	Green	Housing Violation	10/10/19	CN, NOV, COMPLAINT	PENDING
47	Green	MPV	2/26/20	CN	PENDING
15	Grove	MPV	11/4/19	CN, NOV	PENDING
450	High	Protective Treatments	8/14/19	CN	PENDING
254	High	Protective treatments	5/16/19	CN, NOV	PENDING
230	High	Structure Violation	12/10/19	CN, NOV, COMPLAINT	PENDING



99	Indigo Hill Rd.	MPV	2/26/20	CN	PENDING
19	Lee	MPV	2/26/20	CN	PENDING
50	Main	Housing Violations	1/11/19	CN	PENDING
357	Main	Protective treatments	9/12/17	CN	PENDING
50	Main	Housing Violation	11/21/19	CN	PENDING
338	Main	Protective Treatments	2/28/20	CN	PENDING
347	Main	Protective Treatments	2/25/20	CN	PENDING
357	Main	Protective Treatments	2/25/20	CN	PENDING
192	Main Street	Housing Violation	1/8/20	CN	PENDING
14	Mt. Vernon	Protective Treatments	3/27/19	CN	PENDING
44	Rocky Hill Road	Housing Violations	11/1/19	CN	PENDING
10-12	School	Housing Violation	8/30/19	CN	PENDING
1	Spence	Structure Violation	2/6/20	CN	PENDING
73	Union	Housing Violation	2/25/20	CN	PENDING
47	Washington	Structure Violation	2/6/20	CN, NOV	PENDING
3	Wells	MPV	2/6/20	CN	PENDING

**PLEASE NOTE** – All matters shown as “Completed” were active matters which were closed in the month of February 2020 due to violations being brought into compliance. All matters shown as “Pending” are current, active matters, all of which were initiated, or re-issued in the month of February 2020.

- In the month of February, 2020, twenty (20) open matters became compliant and were closed.
- In February, 2020, the Code Compliance Office issued:
  - Twenty-seven (27) Courtesy Notices;
  - Three (3) Violation Notices; and
  - One (1) Court Complaint.

## COURT MATTERS

- **48 Green St.** – Arraignment was held on January 27. Defendant was unwilling to negotiate and reach a reasonable agreement. Therefore, a trial date has been docketed for March 23, 2020.
- **230 High St.** – Arraignment is scheduled for March 23, 2020. Violation in question is a broken fence along the High Street corridor. Following service of the complaint, the defendant has covered the fence to shield the disrepair from view, and has committed to plans to begin repairs once the ground has thawed enough to install new fence posts.

- **25 High St.** – An agreement was made on January 27, 2019. The defendant will repair the rotted wooded canopy and loose wires on the building by March 25, 2020.
- **41-43 Franklin St.** – An agreement was made on January 27, 2019. The defendant has already applied for requisite permits to begin work on the property. Half of the work will be completed by the end of March 2020. The remaining, more extensive work, will be completed by June 1, 2020, with construction starting no later than April 1, 2020.

### **Land Use Boards:**

#### **Conservation Commission February 2020:**

During the meeting the Commission reviewed the following:

- Steven E. Brown, Commercial and Willand Drive, in the Commercial Industrial (C/I) District, Assessor's Map 43 Lots 1-G, 1-I & 1-K, CUP#05-2019. Application for an After the Fact Conditional Use Permit to allow earthwork activities within the 100' wetland buffer on properties **recommended to deny.**
- Wentworth Douglass Hospital, is seeking conditional use permit for a 1 mile long nature trail in the wetland buffer on a property located at 23 Works Way, in the Commercial Industrial (CI) District, Assessor's Map 61 Lot 14B, CUP#08-2019 **TABLED**

#### **Historic District Commission February 2020:**

During the meeting the Commission reviewed the following:

- MacKenzie Ventures Inc., 56 Winter Street, in the Residential Single Family/A with a Historic Overlay (R1AH), Assessor's Map 11 Lot 173-4A, HDC#05-2020. Application for a certificate of appropriateness to construct a single family home was **denied.**

**Planning Board February 2020:**

The Planning Board reviewed the following:

- Reddy Info Sys Inc., 66-70 High Street, in the Business with Historic Overlay (BH) District, Assessor's Map 11 Lot 215, SITE#18-2019. Application for site plan approval to add two (2) residential units in the basement of a mixed use building **approved**.
- SNTG, LLC (Green Collar Laundry), 472 High Street, in the Residential Commercial (RC) District, Assessor's Map 40 Lots 4-A & 4-B, SITE#19-2019. Application for site plan approval with waivers, to add a 4,500 sq. ft. commercial building and associated parking and infrastructure to the existing commercial site was **approved**.
- Thomas Gagnon, 10 Depot Street, in the Residential Multi-Family (R3) District, Assessor's Map 09 Lot 208, SITE#17-2019. Application for site plan approval to convert a duplex into a 3 unit multi-family was **tabled**.
- Steven E. Brown, Commercial and Willand Drive, in the Commercial Industrial (C/I) District, Assessor's Map 43 Lots 1-G, 1-I & 1-K, CUP#05-2019. Application for an After the Fact Conditional Use Permit to allow earthwork activities within the 100' wetland buffer was **denied**.

**Site Review Technical Committee February 2020:**

- No meeting in February

**Zoning Board February 2020:**

The Zoning Board reviewed the following:

- Diamond Capital LLC, Old Rochester Road, in the Residential Single Family (R-1) District, Assessor's Map 67 Lot 09, ZBA#24-2019. Application for a variance from Table 4.A.1 and 5.A.2 to allow the use of two unit dwellings on less land area than required was **denied**.
- Tristan Gobern, 34 Lil Nor Ave, in the Residential Single Family (R1) District, Assessor's Map 24 Lot 33, ZBA# 01-2020. Application for a variance from Section 18.B to allow a six (6) foot fence in the front yard area was **denied**.

## **Economic Development – February 2020**

- **Upcoming Roundtables:**
  - Downtown Roundtable: 3-11-2020 @ 8:00
  - BIBED (Bankers-Investors- Brokers & E.D.): 4-16-20 @ 8:30
  - Regional Economic Development Roundtable: March 5, 2020
- **New Commercial Vacancy and/or for Sale**
  - ✓ Aclara: 130 Main Street
- **Vacant Space Sold or Leased: New Tenants Secured and /or in Process**
  - ✓ "Total Breakdown" at Former Gathering Place @ 82 High Street
  - ✓ "Gravy" at Former Station 319 @ 6 Main Street
  - ✓ "Speed of Sound" at Former NH Liquor Store @ 85 Main Street
  - ✓ "Pet Supplies" at Former Dress Barn @ 172 Tri City Plaza
  - ✓ "Tri City Vacuum" at Former Vision Master @ 224-Route 108
- **Tenant Prospects: Business – Exploring [considering] Somersworth**
  - ✓ New Location for local Vet
  - ✓ Cards and Gifts Store
  - ✓ Gourmet Popcorn Concessions
  - ✓ Vintage and High-end Watch Retailer
  - ✓ Boxing Gym
- **Miscellaneous Business-Related Activity**
  - ✓ Partner student career placement programs with Acara (such as: UNH /GBCC/CTC )
  - ✓ ERZ deadline – 5 Applicant submissions
  - ✓ VFW front façade garden Improvement project
    - Downtown Roundtable - Downtown *Somersworth Art Walk - Kids Art Path* exhibit
- **Community Advocacy**
  - ✓ Monthly: Seacoast Region - Economic Development Roundtable
  - ✓ Quarterly: Great Falls Economic Development Corporation - BOD
  - ✓ Quarterly: Skyhaven Airport – BOD & Marketing Committee
  - ✓ Quarterly CIBOR – Real Estate Professionals Meeting

## Parks and Recreation – February 2020

- Biddy Basketball began on Saturday, Feb. 1<sup>st</sup> and will run for 6 sessions total. This program is for children ages 3-6 and is run by parent volunteers and the Rec Supervisor. The goal of this program is to introduce the basic fundamentals of basketball through a series of fun games and drills. We have 15 children participating in the 3/4-year-old group and 11 children participating in the 5/6-year-old group.
- Our annual Father/Daughter Valentine's Dance was held on Wednesday, February 19<sup>th</sup> as we had to reschedule it to the following week due to a snowstorm on February 13<sup>th</sup>. This event is for girls in grades K-6 and their special dates (dads, brothers, uncles, etc.). Tickets were \$25 per couple if purchased by Feb. 11<sup>th</sup> at the Rec Dept. or \$30 at the door per couple after Feb. 11<sup>th</sup>. This year we had 283 students and parents attend the dance.
- The new Senior Luau Party with SYC is scheduled for Monday, March 9<sup>th</sup> 4:00-5:00 p.m. at the Flanagan Center gym. We will be hosting the party with staff and students from the Somersworth Youth Connection Program. The event is free for Somersworth seniors. We'll have games like beach ball volleyball, Luau Bingo, Cornhole, bean bag toss, and hula hooping. There will be light refreshments served as well as plenty of opportunities to win awesome raffle prizes.
- Recreation staff are currently working on coordinating a new special event. A new mother/son night out will be held on Wednesday, April 8<sup>th</sup> for boys in grades K-6 and their moms (or special dates- sisters, aunts, grandmas, etc.) Tickets are required to attend the event and will be on sale until March 19<sup>th</sup> at City Hall for \$12.00 per couple (no additional cost for extra sons). The ticket cost includes a 1-hour Fire & Ice themed show from Mad Science, an ice cream bar with lots of toppings, and a chance to win raffle prizes.
- Planning is underway for the Granite State Track and Field program for children ages 9-14. Registration for residents will open March 1<sup>st</sup> and open March 16<sup>th</sup> for non-residents. Practices will be on Mondays and Wednesdays from May 11- June 10 at Idlehurst School Track. This beginner track program is designed to teach children the basic skills of running, jumping, and throwing. There is an optional District Meet in June that is a fun way to end the season and adds a competitive component to the program.
- Planning for our popular Kids Camp and Trends Camp Summer Programs is currently underway. Each program is 8-weeks and the tentative 2020 dates is June 22-August 14. Early Bird registration will open in March for residents. Advertisements have been posted for Summer Camp Directors and Camp Counselors. Positions will be open until filled. Staff training will be provided prior to the start of the program.



## MEMORANDUM from Director Public Works & Utilities

---

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

**DATE:** March 11, 2020

**SUBJECT:** Public Works Department Monthly Report for February, 2020 – March, 2020

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

---

### DIRECTOR'S COMMENTS

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

- Participated in several discussions with the City Manager, City staff and state and federal officials on EPA's proposed Great Bay Total Nitrogen General Permit. Recommended the City Manager endorse a petition to request the Governor and NHDES conduct a peer review of the science behind the proposed permit.
- The Departments Water Division investigated and corrected 5 water main leaks on the distribution system during this reporting period. Plant water production levels highlighted water main breaks were occurring,
- Responded to winter weather emergency conditions
- Participated in consulting interviews and recommended water resource project consultants for the Rocky Hill Road Well Evaluation Project and for the Hamilton St Storage Tank Assessment to the City Manager.
- Conducted a pre-proposal meeting and received bids for the Wastewater Treatment Facility Plant Upgrades.
- Reviewed final design plans and specifications for the Veterans Memorial at Stein Park.
- Attended the Cemetery Trustees Meeting.
- Testified before the State House Legislature, Municipal and County Committee in support of HB1111, dealing with the installation of utility poles.
- Participated in SRTC meetings; and the Traffic Safety Committee.
- Worked with NHDOT officials on the removal of nine (9) tall pine trees at Old Rochester Road and Blackwater Road. Tree removal was associated with a NHDOT/FHWA traffic safety audit report of this intersection.
- Participated in SRPC Executive Board and Policy Committee meetings.
- Attended a kick off meeting for the High Street CMAQ traffic signal system upgrade project.
- Attended farewell lunch for Fire Chief Keith Hoyle.

### HIGHWAY DIVISION

#### Operations/Maintenance:

- Performed monthly metal collections.
- Performed maintenance and repairs to city equipment.
- Performed pothole patching city wide.
- Repaired dirt roads around the city.
- Performed city trash collection at receptacles, and city buildings.
- Filled sand barrels for schools following winter events.
- Washed and greased equipment after winter events.
- Assisted PD with light replacement within the building.

- Trimmed brush and overhanging tree limbs around the city.
- Finalized installation of plates on city trash cans downtown to deter illegal dumping of house hold trash.
- Moved snow piles at Idlehurst Elementary School to free up parking spaces.
- Assisted at the Library with determining lower level flooding source.
- Removed snow piles at Somersworth Plaza to free up parking.
- Moved snow piles in cul-de sacs around the city.
- Responded to floods around the city during heavy rains.
- Installed street name signs in Middle St area to assist with package deliveries.
- Built and installed a shelf to place a decorative boat donated to the city by the Indonesian community / Moved locations of pictures within Council Chamber.
- Set up and removed voting stations for the Presidential Primary.
- Re -installed signs and delineators on traffic islands damaged during accidents and or plowing operations.
- Removed the Christmas tree downtown / also decorations on Library and City Hall.
- Responded to 9 winter emergency weather events during this reporting period.

#### **Water Distribution Support:**

- Delivered and removed trench box for use during excavation of a water break.
- Assisted with water break, Stackpole Road at Green Street.

#### **Sewer Collections Maintenance:**

- Received 39 Digsafe requests.

### **WASTEWATER DIVISION**

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

- Operating under the (A2O) process which is used during our winter seasonal limits. This process focuses primarily on Biochemical Oxygen Demand & Total Suspended Solids.
- Update - Draft "Great Bay Total Nitrogen General Permit" issued by the U.S. EPA. After receiving numerous comments, EPA has extended the comment period thirty days which now closes on April 9<sup>th</sup>, 2020. In addition, the majority of the communities named within the permit have requested a peer review of the science used in determining the target value of Total Nitrogen (TN), including the City of Somersworth. This permit focuses on limiting TN in Great Bay and is being issued to twelve communities who discharge to this water shed.
- The forklift required a maintenance service call due to a faulty electronic control module (ECM). Granite Industrial Trucks performed the service and is also the vendor who sold us the unit.
- Treated zero gallons of septage from residents not on city sewer.

#### **Compliance:**

- Prepared monthly reports to US-EPA and NH-DES.
- Reported one permit exceedance for high chlorine residual during the month of February. This occurred during a rain event which caused our daily maximum flow to exceed our limit of measurement (5.0 million gallons/day).
- NH-DES conducted a facility inspection on 2/26/20 which focused on plant performance, operational records and laboratory analysis procedures. No issues or concerns were noted.
- Treated a total of 54-million gallons of wastewater during the month.

### **Industrial Pretreatment Program (IPP):**

- Preparing to conduct a random sampling event of areas with the potential for discharging high pollutants within the city. This sampling event will take place during the months of March and April. This data will be used to assist in determining future pollutant loadings to the wastewater treatment facility.
- Performed two inspections which included Velcro, USA & Bad Lab Brewery. Inspections included a facility tour and review of their industrial discharge permit related operational data. No issues or concerns were noted.

### **Capital Improvements Plan (CIP) Items:**

- WWTF Upgrade – On February 14<sup>th</sup> we completed the bid opening for construction at the wastewater treatment facility. A total of three bids were received which included Apex, Methuen and Penta construction. Apex was the low bidder and is being recommended for the project. They also completed the upgrade of the Blackwater Rd pump station in 2018 and is also a local firm here in Somersworth. The City Council will consider staff's recommendation to award the upgrades to the wastewater treatment facility to Apex at their March 16, 2020 City Council meeting.

### **WATER DIVISION**

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

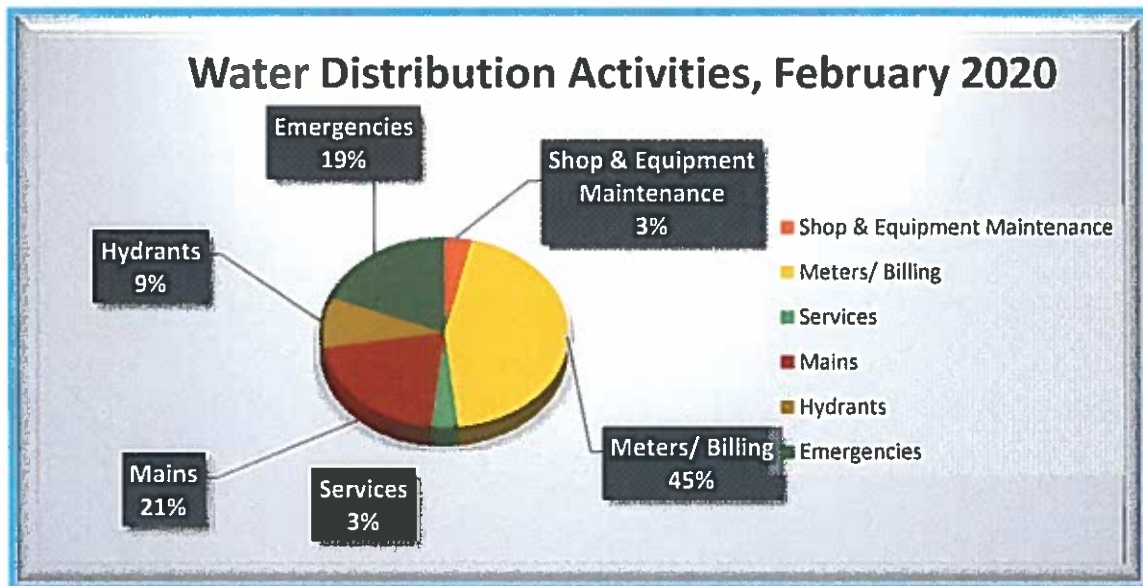
- Bacteria's and TOC's tests were completed.
- Pumped 36,603,750 gallons of raw water.
- Filtered and pumped to the city 33,489,125 of finished water.
- Completed Quarter # 1 D/DBP sampling.
- Hach repaired the TOC analyzer and found larger issues needing replacement parts.
- Repaired filter #1 effluent valve.
- Adjusted lagoon #1 level due to overfilling.
- Replaced filter alum LMI pump due to filter instability.
- Replaced hour meter on compressor lag pump.
- Replaced belt on compressor lag pump.
- Investigated filter media purchase.

### **ENGINEERING DIVISION**

- Along with the Chief Wastewater Distribution Operator, attended a meeting with several municipalities on the Great Bay General Nitrogen Permit, and met with other City staff to discuss the topic.
- Attended the WWTF upgrades bid opening.
- Facilitated City Hall maintenance – minor heating service call, conducted overall system diagnostic with HVAC contractor.
- Reviewed water service options with the Water Division for the Veteran's Park project.
- Accepted and reviewed five (5) driveway permits (for spring construction) and one (1) obstruction permit.
- Continued to progress with updating City Ordinance Chapter 12 language on both trench permits and outdoor features.
- Met with the Director of Public Works and the SAU #56 Facilities Director on the Cemetery Road project.
- Reviewed drainage system as-built plans for the Greenvue development, on Rocky Hill Road.
- Met with the City Manager, Director of Public Works, Deputy City Manager and other staff on the WWTF organic loading issue.

## WATER DISTRIBUTION

- Water Distribution operators completed over 95 work orders and service requests in the month of February 2020.
- Emergency repairs were made to water lines on Green Street, Ron Wyn Drive and River Road. Operators also assisted with customer side repairs on Nash Parkway, Lee Street and at Colonial Village.
- A hydrant was replaced at 18 Highland Street after being struck by a motor vehicle. Hydrants at 54 Mt Vernon and 382 High were repaired after being struck by plow trucks.
- Operators began prepping hydrants on Main Street for painting in the Spring of 2020.





# City of Somersworth

## Fire Department

195 Maple Street – Somersworth, NH 03878-1594



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

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

---

### **FEBRUARY 2020 MONTHLY REPORT**

#### **EMERGENCY ACTIVITIES**

Building Fires:	8
Vehicle Fires:	0
Outside Fires:	1
Emergency Medical:	47
Motor Vehicle Crash:	5
Malfunction/false alarm:	4
Accidental/public service:	18
Hazardous Condition:	12
Hazardous Materials:	2

#### **NON-EMERGENCY ACTIVITIES**

Burning Permits:	22
Fireworks Permits:	2
Oil Burner Permits:	1
Place of Assembly Permits:	0
Fire Safety Inspections:	6
Fire Drills:	2

#### **CALLS FOR SERVICE**

- We responded to 32 fewer emergency calls this February (97) than in February 2019 – a decrease of 25%.
- We responded to mutual aid fires in Dover (2) and in Maine to Berwick (3) and Lebanon.
- House fire at 15 Langlier Court.
- Stewarts Ambulance continues to provide excellent EMS services with an average response time of under 4 minutes 50 seconds.

#### **PLANNING/PROJECTS/GRANTS**

- Finance Committee recommended a bond of \$7.7 million be appropriated for the new fire station. The Public Safety Committee endorsed the design.



- NH Homeland Security has been advised by FEMA that our emergency generator grant for the Hilltop School project to power the police/fire radio transmitter meets the intent of their program, but that our 2013 Emergency Operations Plan needs to be updated. NH Homeland Security will award us a \$5000 grant to update this plan and after that award FEMA will free up the \$8900 to purchase the generator (the City Council needs to approve both grants).
- Eastern Fire Apparatus from Milton, who won the brush truck contract, has the new chassis and has begun work on the new truck. The vehicle should be ready for brush fire season in April.
- Holy Trinity Church sponsored two "Warming Centers": February 13 and 29 serving over 50 people. There was a drug overdose on the premises during the February 29<sup>th</sup> event.
- Annual inspection of Hilltop Fireworks conducted.
- Tested and approved sprinkler and fire alarm system at Plaza Terrace Apartments.
- Mr. George Kramlinger of Dover was chosen to be the new Fire Chief. Chief Kramlinger has extensive experience in the U.S. Air Force; NH and Massachusetts fire services. Chief Kramlinger's appointment is effective March 2.

### **TRAINING/MEETINGS**

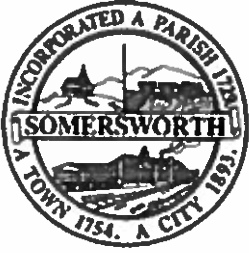
- We continue to train 4 new career firefighters on shift.
- Career firefighters received specialized SCBA training on shift.
- Three new call firefighters continued FF I/II training in North Berwick.
- Stewarts Ambulance began monthly EMT continuing education training.
- Attended SRTC, Traffic Safety Committee and Seacoast Fire Chiefs meetings.

### **COMMUNITY SERVICE**

- Department attended Mayor's volunteer shelter training session.
- Attended NH Homeland Security's business safety forum in Somersworth.
- Attended Volunteer dinner sponsored by Development Services.

I want to thank the City Council, Mayor, City Manager Belmore and other city staff and the men and women of the Somersworth Fire Department for their support and dedication to making Somersworth a safer place to live and work during my tenure as Fire Chief and Emergency Management Director.

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



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

David B. Kretschmar  
Chief of Police

## MEMORANDUM

Memo To: Bob Belmore, City Manager  
From: David Kretschmar, Chief of Police  
Date: March 3, 2020  
Subject: Monthly Report – Month of February 2020

---

Bob:

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

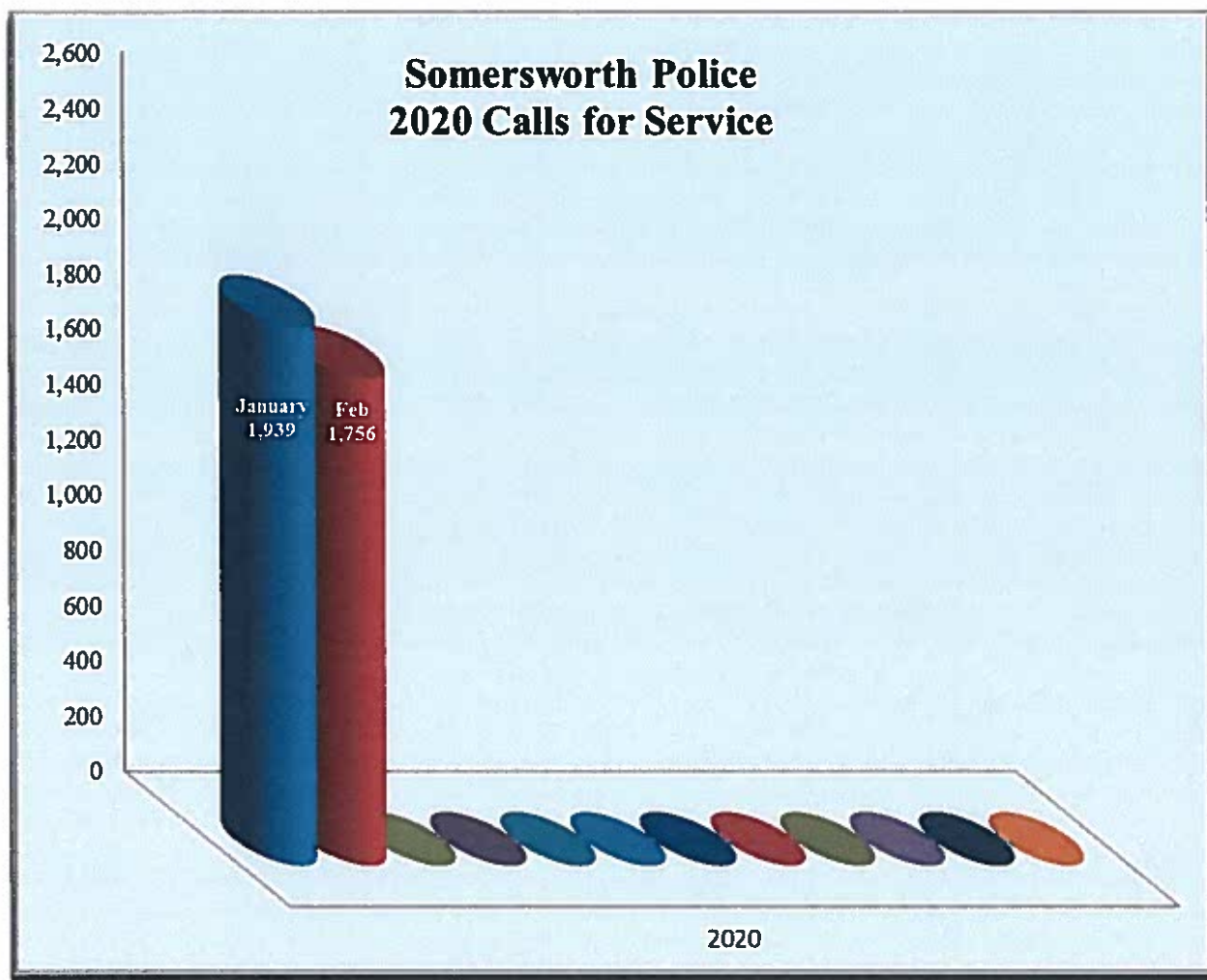
### **COMMUNITY POLICING:**

- Chief Kretschmar and School Resource Officer Ashley Fuller talked about being a police officer on Career Day at Idlehurst Elementary School on 2/21/20.
- Detective Rick Campbell and Sergeant Gary O'Brien gave training to the students and teachers at Empire Beauty School on the Civilian Response to Active Shooter Events. The class size was 54 people.

### **PERSONNEL/TRAINING:**

- Officer Deschenes and K9 Bravo have been certified as a K9 Narcotic Detection Team from the Boston Police Department.
- Officers attended training in Facebook Law Enforcement Summit and Search and Seizure Mobile Enforcement Technology.

## STATISTICS:



Month	2020	2019	2018
January	1,939	1,976	2,085
Feb	1,756	1,796	1,878
March	0	2,145	2,215
April	0	2,285	2,452
May	0	2,053	2,409
June	0	1,935	2,406
July	0	2,048	2,174
August	0	1,943	2,238
Sept	0	2,020	2,263
Oct	0	1,906	2,123
Nov	0	1,860	2,055
Dec	0	1,995	1,936
<b>TOTAL</b>	<b>3,695</b>	<b>23,962</b>	<b>26,234</b>

Account**General Fund****Elected Leadership**

Mayor-Council	\$28,406	\$17,043	\$0	\$11,363	60.00%	\$11,317	\$46
Civic Promotions	\$12,550	\$7,229	\$0	\$5,321	57.60%	\$3,346	\$1,975
Community Support	\$107,780	\$82,710	\$0	\$25,070	76.74%	\$25,070	\$0
<b>Total Elected Leadership</b>	<b>\$148,736</b>	<b>\$106,982</b>	<b>\$0</b>	<b>\$41,754</b>	<b>71.93%</b>	<b>\$39,733</b>	<b>\$2,021</b>

**City Management**

City Manager	\$376,371	\$268,749	\$0	\$107,622	71.41%	\$124,787	(\$17,165)
Administration	\$112,610	\$65,208	\$0	\$47,402	57.91%	\$13,300	\$34,102
<b>Total City Management</b>	<b>\$488,981</b>	<b>\$333,957</b>	<b>\$0</b>	<b>\$155,024</b>	<b>68.30%</b>	<b>\$138,087</b>	<b>\$16,937</b>

**Finance and Administration**

Finance Department	\$368,785	\$264,397	\$0	\$104,388	71.69%	\$116,919	(\$12,531)
City Clerk	\$145,325	\$98,638	\$0	\$46,687	67.87%	\$46,609	\$78
Elections	\$18,000	\$18,989	\$0	(\$989)	105.50%	\$100	(\$1,089)
Tax Collector	\$225,987	\$157,792	\$0	\$68,195	69.82%	\$71,752	(\$3,557)
Human Services	\$227,895	\$104,864	\$0	\$123,031	46.01%	\$78,588	\$44,443
Library	\$259,010	\$167,199	\$2,456	\$89,356	65.50%	\$84,066	\$1,790
Assessing	\$193,351	\$122,863	\$14,431	\$56,057	71.01%	\$48,061	\$7,997
<b>Total Finance and Administration</b>	<b>\$1,438,354</b>	<b>\$934,742</b>	<b>\$16,887</b>	<b>\$486,725</b>	<b>66.16%</b>	<b>\$446,096</b>	<b>\$37,130</b>

**Development Services**

Planning	\$303,374	\$211,368	\$0	\$92,006	69.67%	\$95,153	(\$3,147)
Economic Development	\$38,363	\$16,132	\$1,548	\$20,683	46.09%	\$8,865	\$11,818
Code Enforcement	\$204,138	\$136,872	\$0	\$67,266	67.05%	\$63,067	\$4,199
Recreation	\$225,735	\$138,374	\$0	\$87,360	61.30%	\$69,400	\$17,960
City Hall	\$168,737	\$99,573	\$2,485	\$66,679	60.48%	\$57,699	\$8,980
<b>Total Developmental Services</b>	<b>\$940,347</b>	<b>\$602,319</b>	<b>\$4,033</b>	<b>\$333,994</b>	<b>64.48%</b>	<b>\$294,185</b>	<b>\$39,810</b>

*Expenditure Projections -  
Presented to the  
Finance Committee*

<u>Account</u>	<u>Budget</u>	<u>YTD Exp</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Exp</u>	<u>Estimated</u>	<u>Estimated</u>
							<u>Year End</u>
<b>Police</b>							
Police Administration	\$437,664	\$324,593	\$3,381	\$109,690	74.94%	\$114,335	(\$4,645)
Patrol	\$2,217,220	\$1,437,903	\$0	\$779,317	64.85%	\$693,700	\$85,617
Investigations	\$799,208	\$531,537	\$48,273	\$219,399	72.55%	\$241,594	(\$21,614)
Police Support	\$457,447	\$307,668	\$357	\$149,423	67.34%	\$148,752	\$670
Traffic	\$30,836	\$15,662	\$0	\$15,174	50.79%	\$9,978	\$5,195
Prosecution	\$136,205	\$90,751	\$0	\$45,454	66.63%	\$44,208	\$1,246
<b>Total Police</b>	<b>\$4,078,580</b>	<b>\$2,708,114</b>	<b>\$52,011</b>	<b>\$1,318,455</b>	<b>67.67%</b>	<b>\$1,252,567</b>	<b>\$66,470</b>
<b>Fire</b>							
Fire Administration	\$220,785	\$161,896	\$0	\$58,889	73.33%	\$74,733	(\$15,844)
FireFighting	\$1,938,795	\$1,293,853	\$7,383	\$637,559	67.12%	\$599,419	\$38,139
<b>Total Fire</b>	<b>\$2,159,580</b>	<b>\$1,455,749</b>	<b>\$7,383</b>	<b>\$696,448</b>	<b>67.75%</b>	<b>\$674,153</b>	<b>\$22,295</b>
<b>Public Works and Utilities</b>							
Public Works Admin	\$1,287,073	\$853,416	\$2,612	\$431,045	66.51%	\$393,225	\$37,820
Street Maintenance	\$1,454,499	\$1,353,899	\$13,313	\$87,288	94.00%	\$83,876	\$3,412
Snow Removal	\$158,600	\$103,341	\$1,003	\$54,256	65.79%	\$42,500	\$11,756
Street Lighting	\$107,700	\$67,900	\$0	\$39,800	63.05%	\$42,800	(\$3,000)
Equipment Maintenance	\$73,060	\$55,722	\$0	\$17,338	76.27%	\$19,608	(\$2,270)
City Engineering	\$138,953	\$93,979	\$0	\$44,974	67.63%	\$46,455	(\$1,481)
Buildings and Grounds	\$44,500	\$29,628	\$0	\$14,872	66.58%	\$15,232	(\$360)
Cemetery	\$8,770	\$2,452	\$0	\$6,318	27.96%	\$6,007	\$311
Solid Waste Collection	\$186,781	\$146,448	\$0	\$40,333	78.41%	\$100,962	(\$60,629)
<b>Total Public Works</b>	<b>\$3,459,936</b>	<b>\$2,706,786</b>	<b>\$16,928</b>	<b>\$736,223</b>	<b>78.72%</b>	<b>\$750,665</b>	<b>(\$14,443)</b>

<u>Account</u>	<u>Budget</u>	<u>YTD Exp</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Exp</u>	<u>Estimated</u>	<u>Estimated</u>
							<u>Year End</u>
<b>Capital Expenses</b>							
Transfer to Debt Service	\$707,929	\$707,929	\$0	\$0	100.00%	\$0	\$0
Capital Leases	\$357,025	\$228,775	\$0	\$128,251	64.08%	\$128,250	\$0
Transfer to Other Capital Funds	\$115,958	\$115,958	\$0	\$0	100.00%	\$0	\$0
<b>Total Capital Assets</b>	<b>\$1,180,912</b>	<b>\$1,052,661</b>	<b>\$0</b>	<b>\$128,251</b>	<b>89.14%</b>	<b>\$128,251</b>	<b>\$0</b>
<b>Other Expenses</b>							
Contingency	\$79,855	\$6,268	\$0	\$73,587	7.85%	\$25,000	\$48,587
Intergovt Transfers	\$2,593,400	\$0	\$0	\$2,593,400	0.00%	\$2,593,400	\$0
<b>Total Other Expenses</b>	<b>\$2,673,255</b>	<b>\$6,268</b>	<b>\$0</b>	<b>\$2,666,987</b>	<b>0.23%</b>	<b>\$2,618,400</b>	<b>\$48,587</b>
<b>Capital Outlay</b>							
<b>Total Capital Outlay</b>	<b>\$276,370</b>	<b>\$134,398</b>	<b>\$0</b>	<b>\$141,971</b>	<b>48.63%</b>	<b>\$138,287</b>	<b>\$3,684</b>
<b>TOTAL CITY GENERAL FUND</b>	<b>\$16,845,049</b>	<b>\$10,041,976</b>	<b>\$97,242</b>	<b>\$6,705,831</b>	<b>60.19%</b>	<b>\$6,480,422</b>	<b>\$222,490</b>



# Dog Park Donations

As of 3/11/20

<u>Name</u>	<u>Address</u>	<u>Contact #</u>	<u>Dog Name</u>	<u>Amount</u>
Barbara & Richard LeHoullier	3 Longleaf Lane	969-7313	Teddy	\$20.00
Cheryl Faucher	357 High St	692-0976	Spunky & Teddy	\$20.00
Luise & Michael Watman	32 Lil Nor Ave.	692-7908	Ziti	\$500.00
Leigh Conway	368 High Street	512-1439		\$50.00
Jessica Cook	346 Main St	502-5781	Eos	\$25.00
Karen Lauze	27 Otis Road	570-3100	Jude	\$500.00
Raymond & Deborah Main	4 Deer Creek Run			\$20.00
Anonymous			Anonymous	\$1.00
Michael Natale	38 Hickory Lane	315-591-7014	Darwin & Winston	\$250.00
Paul & Priscilla Barton	6 Rouleau Drive	603-841-5328	Millie	\$50.00
Christopher & Elizabeth Lowell	43 Lily Pond Rd	692-7460	Squeaks	\$20.00
Cindi Heitmeyer	76 Crystal Springs Way	207-752-3807	Riesling	\$10.00
Jennifer Philips & Jodie Smith	54 Indigo Hill Rd	767-9344	Bogey & Mulligan	\$50.00
Paul Dussault	122 Colonial Vlg	802-384-0082	Timmy	\$25.00
Dawn Vinciguerra	18 Tates Brook Rd	767-9984	Stella	\$20.00
Lori Kennamer	10 Doelson Street	850-206-8160	Maggie & Brady	\$25.00
Rosemarie Carine	15 Otis Rd			\$50.00
Ronald & Christina Demers	34 Otis Rd	692-7487	Bo Bo	\$10.00
Doug Watson	48 Grove St.	534-9776	Paddy	\$20.00
B Well Fitness LLC	14 Winslow Drive	534-3868	Snickers & Hershey	\$25.00
Barbara & Mark Hammond	3 Paul Street	285-2206	Angus & Effie	\$50.00
Lourea & Michael Simonds	56A Salmon Falls Road		Fenway & Tessie	\$25.00
Albert & Louise Garcia	27 Victoria Dr	502-8296	Levi	\$20.00
				\$1,786.00

Last updated 3/11/2020