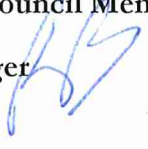


*Office of the City Manager*

TO: Mayor Matt Gerding and City Council Members

FROM: Robert M. Belmore, City Manager 

DATE: Friday, May 3, 2024

SUBJECT: City Manager's Report for Monday, May 6, 2024 City Council Meeting

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*Communications (under Section 8 of Agenda)*

- A. **Presentation of Financial Statements for Fiscal Year Ending June 30, 2023 by Plodzick & Sanderson.** Tyler Paine, C.P.A. and Mike Campo, C.P.A. from Plodzick & Sanderson will be presenting the City's Financial Statements. We have placed a copy of the Financials in the google dropbox in folder "Presentations, Reports, Memos". A hard copy of the Audit Report is in your City Hall mailbox.

*New Business (under Section 16 of Agenda)*

Ordinance

- A. **Ordinance 14-24: Supplemental Appropriation to Upgrade the Traffic Signals at the Intersection of Blackwater Road, Indigo Hill Road, and High Street.** The Finance Committee met on April 11<sup>th</sup> and voted to recommend this Supplemental Appropriation. Presently, there is \$140,149.00 in the Municipal and Transportation Fund. I recommend a Public Hearing prior to the next Council meeting on May 20<sup>th</sup>.

Resolutions

- A. **Resolution 43-24: To Authorize the City Manager to Execute a Lease Agreement Extension with the Trojan Technologies Corporation of Cortland, New York to Lease Building Space at the Somersworth Water Treatment Facility.** Attached is an email from Arndt Nottrott of AriaFILTRA, a division of Trojan Technologies, requesting approval from the City of Somersworth to extend their Lease at 9 Wells Street for an additional six (6) months in order to move their equipment out and close their operations here. Copies of the proposed Lease Amendment is attached. I have also included their current Lease extension that ends on June 30, 2024.
- B. **Resolution 44-24: Naming Textile Lane and Assigning Addresses, if Required.** The E911 Committee met on April 15<sup>th</sup> and voted to support the naming of this Road.

- C. **Resolution 45-24: To Authorize the City to Use Funding from the Municipal and Transportation Fund to Upgrade the Traffic Signals at the Intersection of Blackwater Road, Indigo Hill Road, and High Street.** The Finance Committee met on April 11<sup>th</sup> and voted to recommend this Resolution. Attached is a Memorandum from Public Works Director Mike Bobinsky that provides details on the required signal modifications for dedicated left turns as well as equipment upgrades needed with the associated costs.
- D. **Resolution 46-24: To Authorize the City Manager to Enter into a Grant Agreement with the United States Department of Housing and Urban Development for a Grant to Provide Fire Training and Equipment for the Somersworth Fire Department.** Attached is a Memorandum from Interim Fire Chief Mark Dellner that provides details of the Fire Training and Equipment to be purchased. I have also included the cover page of the Grant Agreement. Public Safety Committee Chairman Marty Pepin will be calling a meeting to further discuss this Grant.
- E. **Resolution 47-24: To Authorize the City Manager to Amend the Lease Agreement with Sober Sisters Recovery by Recognizing the Organization's Name Change to Malley Farm for Women and Amend Section 3 – Use of Property.** Sober Sisters Executive Director Moné Cassier mentioned this request at the Saturday, April 6<sup>th</sup> Budget Workshop. Attached is a copy of the Lease with the changes *red-lined*.
- F. **Resolution 48-24: To Authorize the City Manager to Convey a Distribution Easement to Public Service Corporation of New Hampshire, D/B/A Eversource, and Consolidated Communications of Northern New England Company, LLC, on City Owned Property off Blackwater Road.** Attached is a copy of the Eversource request and a *draft* Easement Deed. This distribution easement is a necessary component of the Solar Array Project on the Landfill Site.
- G. **Resolution 49-24: To Authorize the City Manager to Develop Proposals for Metered Parking in the Somersworth Downtown Area and the Creation of a Parking Fund.** This Resolution is being introduced by Mayor Gerding.
- H. **Resolution 50-24: To Authorize the City Manager to Acquire Property Adjacent to Jules Bisson Park Via a Lot Line Adjustment with Public Service Company of NH D/B/A Eversource.** Attached is a map showing the Lot Line Revision, and a Memorandum from Planning Technician Dana Crossley that provides details regarding the need for this action. I respectfully request that Council consider waiving its' rules to provide a second reading and vote this evening so that we can expedite this needed action for placement on the Planning Board meeting on May 15<sup>th</sup>. The Grant needs to be closed out by the end of the month.

### Informational Items

- A. **Moose Plate Grant Letter of Intent.** Attached is a Letter of Intent sent to Amy Dixon, Grants Coordinator from NH Division of Historical Resources regarding the City's plan to apply for Grant funds to repair and restore the Forest Glade Cemetery fence on Maple Street.
- B. **Library Accessibility Expansion Grant.** Attached is a copy of a Memorandum from Finance Director Scott Smith regarding the \$500,000 Congressionally Directed Spending Legislation Grant. Staff met with Placework Architects' Project Managers to discuss their development of a proposal to move this Library project forward.
- C. **Home Depot Foundation Grant.** Attached is the notice informing the City we have been awarded \$3,219.56 from Home Depot in support of the Ash Street Park Butterfly Garden. These funds will be used for Pollinator Plants. Team Depot associate volunteers will assist in the planting.

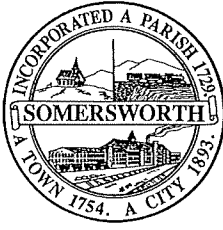
### Attachments

- 1. City Attorney Certifications. Nine (9)
- 2. Ordinance 9-24 FY 2024/2025 Budget – As Adopted
- 3. NH DOT Exception Denial & City Response on the Main Street Water Main Replacement Project

FYI

### Oath of Office

- New Police Officers. Howard M. Patch and Abraham D. Ontiley Oath of Office will be Monday, May 6<sup>th</sup> at 9:00 a.m. in the Council Chambers.
- Matt Moore – Fire Chief Oath of Office will be on Monday, May 6<sup>th</sup> at 10:00 a.m. in the Council Chambers.



## City of Somersworth – Ordinance

Ordinance No: **14-24**

### **SUPPLEMENTAL APPROPRIATION TO UPGRADE THE TRAFFIC SIGNALS AT THE INTERSECTION OF BLACKWATER ROAD, INDIGO HILL ROAD, AND HIGH STREET**

May 6, 2024

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 2023-2024 is amended as follows:

Appropriate \$36,000 (Thirty-Six Thousand dollars) from the Municipal and Transportation Fund to the Capital Outlay Section of the General Fund budget as follows:

Original Budget	Amendment	Revised Budget
\$ 192,000	\$ 36,000	\$ 228,000

Approved as to Funding:

Scott A. Smith  
Director of Finance and Administration

Recorded by:

Kristen LaPanne  
City Clerk

Background:

This Ordinance appropriates the funding to upgrade the traffic signals at the intersection of Blackwater Road, Indigo Hill Road, and High Street and modify the configuration of the traffic signals to provide a dedicated left turn movement for Blackwater Road and Indigo Hill Road onto High Street.

***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.***

This Ordinance shall take effect upon passage.

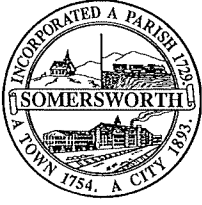
#### Authorization

*Sponsored by Councilors:*

David A. Witham  
Martin Pepin

*Approved:*

City Attorney

	<b>City of Somersworth – Resolution</b>
	Resolution No: <b>43-24</b>  <b>TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT EXTENSION WITH THE TROJAN TECHNOLOGIES CORPORATION OF CORTLAND, NEW YORK TO LEASE BUILDING SPACE AT THE SOMERSWORTH WATER TREATMENT FACILITY</b>

May 6, 2024

WHEREAS, the City Council passed Resolution 47-23 on June 20, 2023 to authorize the City Manager to execute a one (1) year lease extension with the Pall Corporation of New York, New York to lease building space at the Somersworth Water Treatment Facility which expires on June 30, 2024; and

WHEREAS, during the term of the Lease Extension Agreement, it was transferred to Trojan Technologies Corporation of Cortland, New York; and

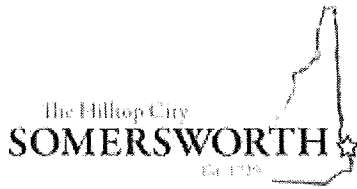
WHEREAS, Trojan Technologies Corporation has requested a six (6) month extension ending December 31, 2024 in order to move their test facility equipment from the site; and

WHEREAS, the agreed lease amount for the six (6) month extension is \$1,500 (One Thousand Five Hundred dollars) per month;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute a lease extension with Trojan Technologies of Cortland, New York, through December 31, 2024, for \$1,500 (One Thousand Five Hundred dollars) per month, for building space at the Somersworth Water Treatment Facility under terms and conditions deemed to be in the best interest of the City.

<b>Authorization</b>	
<i>Sponsored by Request:</i> Mayor Matt Gerding	<i>Approved:</i> City Attorney





**From:** Nottrott, Arndt <[arndt.nottrott@trojantechnologies.com](mailto:arndt.nottrott@trojantechnologies.com)>  
**Sent:** Tuesday, April 16, 2024 2:32 AM  
**To:** Bob Belmore <[bbelmore@somersworthnh.gov](mailto:bbelmore@somersworthnh.gov)>; Greg Kirchofer <[gkirchofer@somersworthnh.gov](mailto:gkirchofer@somersworthnh.gov)>  
**Cc:** Brenda Breda <[bbreda@somersworthnh.gov](mailto:bbreda@somersworthnh.gov)>; Scott A. Smith <[sasmith@somersworthnh.gov](mailto:sasmith@somersworthnh.gov)>; Stevenson, Curtis <[cstevenson@trojantechnologies.com](mailto:cstevenson@trojantechnologies.com)>; Cormier, Rob <[rob.cormier@trojantechnologies.com](mailto:rob.cormier@trojantechnologies.com)>; Lesmeister, Nicole <[nlesmeister@trojantechnologies.com](mailto:nlesmeister@trojantechnologies.com)>; Michael Bobinsky <[mbobinsky@somersworthnh.gov](mailto:mbobinsky@somersworthnh.gov)>  
**Subject:** Extension of Lease Agreement - Test Facility 9 Wells Street

Dear Bob,

I hope this email finds you well.

Trojan Technologies Corporation, Cortland, NY, has been transferred as AriaFILTRA to Trojan Technologies ULL, London, ON in 2023.

It has been decided to move the filtration test facilities to London, ON, as well to create synergies with the UV Disinfection and Advanced Oxidation Processes of Trojan.

This requires also to move the current test facility from Somersworth, NH, to London, ON, during the 2<sup>nd</sup> half of 2024 and shall be completed by December 31, 2024.

May we kindly ask you to extend the current lease agreement until December 31, 2024 as drafted in the attached.

We will remove the equipment and clean up the site as defined in the original lease agreement and in alignment with Somersworth representatives at site.

I kindly ask for your understanding of this business decision and agreement to the extension of the lease.

Sincerely



**Arndt Nottrott** (he, him, his)

Director Filtration Technology

Mobile: +49 151 5806 9185

[arndt.nottrott@trojantechnologies.com](mailto:arndt.nottrott@trojantechnologies.com)

**AriaFILTRA, A division of Trojan Technologies ULC**

*Please be advised that this email may contain confidential information. If you are not the intended recipient, please notify us by email by replying to the sender and delete this message. The sender disclaims that the content of this email constitutes an offer to enter into, or the acceptance of, any agreement; provided that the foregoing does not invalidate the binding effect of any digital or other electronic reproduction of a manual signature that is included in any attachment.*

LEASE AMENDMENT #3

June 26

This Lease Amendment #3 (this "Amendment") is made and entered into as of ~~May xx~~, 2023 (the "Effective Date") by and between the City of Somersworth of Somersworth, New Hampshire (hereinafter referred to as the "Landlord" or "Lessor") and Pall Corporation, a New York Corporation, have its place of business at 25 Harbor Park Drive, Port Washington, NY 11050 (hereinafter referred to as "Tenant" or "Lessee").

RECITAL

- A. On January 1, 2012 Landlord and Tenant entered into an Agreement of Lease (the "Lease") covering the Premises, which consists of Building A located at the Somersworth Water Treatment Plant along the Salmon Falls River in Somersworth, New Hampshire (the "Site").
- B. This Agreement was extended on November 10<sup>th</sup>, 2021 for 6 months and on June 21, 2022 for another 12 months.
- C. Landlord and Tenant desire to hereby extend the term of the Lease as set forth in this Amendment.

AGREEMENT

- 1. **Defined Terms.** Capitalized terms used in this Amendment have the same meaning given to such terms in the Lease unless otherwise defined.
- 2. **Lease Extension.** Landlord and Tenant acknowledge and agree that the term of the Lease shall be extended by twelve (12) months starting on July 01, 2023 and ending on June 30, 2024 (the "Extension Term").
- 3. **Rent.** During the Extension Term, Tenant agrees to pay to Landlord the monthly rental amount of \$1,500.00 per month, in advance on the first day of each calendar month of the Extension Term.
- 4. **Effect of Amendment.** Except as expressly amended herein, the Lease shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall Control.
- 5. **Binding Effect.** This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies may be delivered by email and, upon receipt, shall be deemed originals and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the Effective Date. 06-21-23

LANDLORD:

CITY OF SOMMERSWORTH

By: 

Name: Robert M. Belmore, City Manager

TENANT:

PALL CORPORATION

Designated by:

By: 

1332041CAC82420...

Name: Dave Friel, Dir. Global Supply Chain & Ops - Arndt Nottrott, Dir. Glob. Eng and R&D

NOTICE

DATE: 4/28/2023)

TO: CITY OF SOMERSWORTH, NH, HEREINAFTER "LANDLORD"

FROM: PALL WATER, A DIVISION OF PALL CORPORATION

RE: NOTICE OF ASSIGNMENT

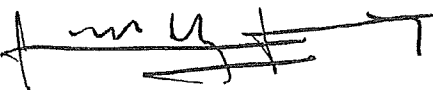
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This notice ("Notice") is granted by Pall Water, a division of Pall Corporation of the following:

1. the undersigned and Pall Water, a division of Pall Corporation are party to that certain AGREEMENT OF LEASE, dated January 1, 2012 including any amendments thereto (the "Agreement");
2. this is notice that Pall Water, a division of Pall Corporation, is part of Danaher Corp.'s Environmental & Applied Solutions ("EAS") segment. Danaher Corp. has announced its intention to separate its EAS segment to create an independent, publicly traded company (the "Transaction") (see: Danaher Announces Intention to Separate Environmental & Applied Solutions Segment to Create an Independent, Publicly Traded Company - Sep 14, 2022<sup>(1)</sup>). In connection with the Transaction, the Pall Water assets, including the AGREEMENT, will be assigned and transferred by Pall Corporation to Trojan Technologies Corporation or an affiliate thereof (the "Assignment"). Upon assignment, Trojan Technologies Corporation or an affiliate thereof will have all rights, and be liable for all obligations and responsibilities under the Agreement as if the original party. The anticipated Assignment date is scheduled to occur on or about August 21, 2023.
3. Trojan Technologies will follow up at a later date with any necessary additional information.

Pall Water, a division of Pall Corporation

By:



Name: Daniel M. Benitez  
Title: General Manager

<sup>(1)</sup> <https://investors.danaher.com/2022-09-14-Danaher-Announces-Intention-to-Separate-Environmental-Applied-Solutions-Segment-to-Create-an-Independent-Publicly-Traded-Company>



### LEASE AMENDMENT #3

This Lease Amendment #4 (this "Amendment") is made and entered into as of May xx, 2024 (the "Effective Date") by and between the City of Somersworth of Somersworth, New Hampshire (hereinafter referred to as the "Landlord" or "Lessor") and Trojan Technologies Corporation, a Cortland, NY, Corporation, have its place of business at 839 State Route 13, NY 13045 (hereinafter referred to as "Tenant" or "Lessee").

#### RECITAL

- A. On January 1, 2012 Landlord and Pall Corporation entered into an Agreement of Lease (the "Lease") covering the Premises, which consists of Building A located at the Somersworth Water Treatment Plant along the Salmon Falls River in Somersworth, New Hampshire (the "Site").
- B. This Agreement was extended on November 10<sup>th</sup>, 2021 for 6 months, on June 21, 2022 for another 12 months, on June 26, 2023 extended for another 12 months and subsequently transferred to Trojan Technologies Corporation, the Tenant.
- C. Landlord and Tenant desire to hereby extend the term of the Lease as set forth in this Amendment.

#### AGREEMENT

- 1. **Defined Terms.** Capitalized terms used in this Amendment have the same meaning given to such terms in the Lease unless otherwise defined.
- 2. **Lease Extension.** Landlord and Tenant acknowledge and agree that the term of the Lease shall be extended by six (6) months starting on July 01, 2024 and ending on December 31, 2024 (the "Extension Term").
- 3. **Rent.** During the Extension Term, Tenant agrees to pay to Landlord the monthly rental amount of \$1,500.00 per month, in advance on the first day of each calendar month of the Extension Term.
- 4. **Effect of Amendment.** Except as expressly amended herein, the Lease shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall Control.
- 5. **Binding Effect.** This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies may be delivered by email and, upon receipt, shall be deemed originals and binding upon the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of the Effective Date.

**LANDLORD:**  
**CITY OF SOMMERSWORTH**

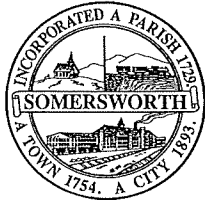
**TENANT:**  
**Trojan Technologies Corporation**

**By:** \_\_\_\_\_

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

**By:** \_\_\_\_\_

**Name: Dave Friel, Dir. Global Supply Chain &  
Ops – Arndt Nottrott, Dir. Filtration Techn.**



## City of Somersworth – Resolution

Resolution No: **44-24**

### **NAMING TEXTILE LANE AND ASSIGNING ADDRESSES, IF REQUIRED**

May 6, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the following road be named and addresses assigned, if required;

#### NAME

#### EXPLANATIONS

“Textile Lane”

- 1) Names suggested by Developer of the 200 Main Street development.
- 2) The E-911 Street Name and Address Committee recommended and approved the street name at their April 15, 2024 Committee meeting.
- 3) The Street name is required to be in compliance with E-911 standards. State E-911 officials have concurred that the proposed street name is in compliance with E-911 standards.
- 4) Developer is required to install a private street sign per City condition of name acceptance.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT this action is in accordance with RSA 231:133; RSA 231:133-a; RSA 106-H; State of NH, Department of Safety, Division of Emergency Communications Addressing Standards, and City of Somersworth Ordinance: Chapter 19, Section 23.

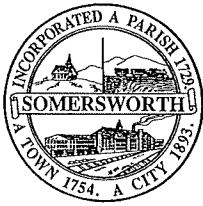
#### **Authorization**

*Sponsored by Councilor:*

Martin Pepin

*Approved:*

City Attorney



## City of Somersworth – Resolution

Resolution No: **45-24**

**TO AUTHORIZE THE CITY TO USE FUNDING FROM THE MUNICIPAL AND TRANSPORTATION FUND TO UPGRADE THE TRAFFIC SIGNALS AT THE INTERSECTION OF BLACKWATER ROAD, INDIGO HILL ROAD, AND HIGH STREET**

May 6, 2024

WHEREAS, the City would like to modify the traffic signals at the intersection of Blackwater Road, Indigo Hill Road, and High Street to provide a dedicated left turn movement for Blackwater Road and Indigo Hill Road onto High Street; and

WHEREAS, City Staff reviewed this modification with the City's consultant engineer and it has been determined that due to the age of the current traffic signals they will need to be upgraded to make this modification; and

WHEREAS, City Staff requested quotes for this upgrade and recommends contracting with Electric Light Company of Cape Neddick, Maine for construction costs in the amount of \$30,000 (Thirty Thousand dollars) and Sebago Technics of South Portland, Maine for design costs in the amount of \$2,500 (Two Thousand Five Hundred dollars); and

WHEREAS, the Finance Committee reviewed this recommendation with City Staff and supports contracting with Electric Light Company for an amount of \$30,000 (Thirty Thousand dollars) and Sebago Technics for an amount of \$2,500 (Two Thousand Five Hundred dollars); and

WHEREAS, the Finance Committee also recommends adding an amount of \$3,500 (Three Thousand Five Hundred dollars) to this project for contingencies and authorize the City Manager to increase the project cost to an amount not to exceed \$36,000 (Thirty-Six Thousand dollars) if needed and determined to be in the best interest of the City; and

WHEREAS, the Finance Committee recommends utilizing the Municipal and Transportation Fund for this project; and

WHEREAS, the City Council is designated as agents to expend these funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City may utilize an amount not to exceed \$36,000 (Thirty-Six Thousand dollars) from the Municipal and Transportation Fund to upgrade the traffic signals at the intersection of Blackwater Road, Indigo Hill Road, and High Street.

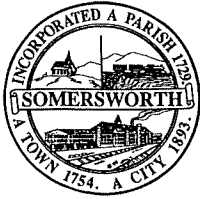
### Authorization

*Sponsored by Councilors:*

David A. Witham  
Martin Pepin

*Approved:*

City Attorney



## MEMORANDUM from Director Public Works & Utilities

Date: April 30 2024

To: Bob Belmore, City Manager

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

Cc: Scott Smith, Deputy City Manager-Director of Finance, Amber Hall, PE, City Engineer

Re: Blackwater/High/Indigo Intersection Signal Modifications-Dedicated Left Turn

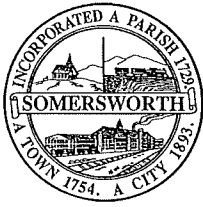
City Council requested staff review the signal configuration at Blackwater Road/Indigo Hill Road/ High Street intersection to see if modifications can be made to provide a dedicated left turn movement for Blackwater Road and Indigo Hill Road onto High Street

Staff discussed the request with Sebago Technics, the engineering firm that designed the CMAQ project signal improvements along High Street. Sebago worked with Electric Light CO (ELC) to provide a scope of work and quote for the required modifications for the signals. A summary of the work anticipated is below.

Due to the age of the signal head hardware, ELC does not feel comfortable relocating the existing signal heads to accommodate the new left turn signal heads for Blackwater Road and Indigo Hill Road due to the age of the hardware. The signal heads would likely break down or be damaged in making this adjustment, therefore the following scope of work is proposed:

- Remove all existing signal heads and hardware.
- Install two (2) new three-section left turn signal heads for protected left turn phasing on Blackwater Road and Indigo Hill Road.
- Install eight (8) new three-section "ball" indication signal heads across all four approaches.
- Provide new backplates for all ten (10) signal heads with retroreflective borders.
- Install new signal mounting hardware for all ten (10) signal heads.
- Modify existing cabinet to accept protected left turn phasing.
- Provide new above ground signal cable for signal heads.

The estimate for this work is \$30,000 (not including police detail or flaggers). We will require Sebago Technics to produce a stamped plan depicting the modifications needed at this intersection along with an updated signal analysis for the protected left turn phasing. Sebago's design effort for this work is estimated at \$2,500, so **the total cost to the City for this work is estimated at \$32,500.**



## City of Somersworth – Resolution

Resolution No: **46-24**

**TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A GRANT TO PROVIDE FIRE TRAINING AND EQUIPMENT FOR THE SOMERSWORTH FIRE DEPARTMENT**

May 6, 2024

WHEREAS, the City of Somersworth applied for a grant with the United States Department of Housing and Urban Development for funding for a Fire Training Tower in the amount of \$120,000 (One Hundred Twenty Thousand dollars); and

WHEREAS, the City of Somersworth has received notification of a Grant Award for this purpose, however, the actual cost was far greater than the grant award and the City declined the grant for the Training Tower and requested permission to repurpose the grant for other Fire Department training and equipment; and

WHEREAS, the City received notification that it may repurpose the grant and utilize the grant award for other Fire Department training and equipment; and

WHEREAS, the grant proceeds will be used to purchase a new rescue boat, fire training simulator, training props, and an electric vehicle battery suppression system; and

WHEREAS, the grant is a 100% grant and does not require any City matching funds;

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, 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 Councilor:*  
Martin Pepin

*Approved:*  
City Attorney





1 Morgan Way  
Cape Neddick, ME 03902  
(207) 361-1234  
[www.ElectricLight.net](http://www.ElectricLight.net)

## QUOTE

Customer
City of Somersworth Department of Public Works 1 Government Way Somersworth, NH 03878

Quote	6092
Date	3/20/2024
Terms	Net due in 30 days

Project				
Qty	Item	Description	Rate	Amount
1	LS	Add 2 new left turn signals for the side street at the intersection of High / Indigo. Includes: 8- Three section Signals 2- Five Section Signals New Above Ground Signal Cable New Signal Hardware Cabinet modifications for new LT signals. Reflective Back Plates  Police Details or flaggers are not included.	29,785.00	29,785.00
Total				\$29,785.00



# City of Somersworth

## Fire Department

195 Maple Street – Somersworth, NH 03878-1594



**Mark Dellner, Fire Chief**  
**m.dellner@somersworthnh.gov**

**Business: (603) 692-3457**

**Fax: (603) 692-5147**

**[www.somersworth.com](http://www.somersworth.com)**

Federal Award Identification Number (FAIN) B-22-CP-NH-0559  
 Fire Training and Equipment

The City of Somersworth Fire Department (SFD) is a highly skilled, professional and dedicated fire department that strives to provide the highest level of protection to life and property for our residents, businesses, and visitors. Our mission is to provide:

- Fire rescue and suppression,
- Emergency Medical Services (EMS) (non-transport),
- Specialized rescue (confined space, ice/cold water, high angle, hazards response),
- Fire prevention, code enforcement, and public education.

The SFD is a career department with 16 full-time firefighters, a Fire Chief and fulltime Secretary. All 16 career personnel are certified as Fire Fighter I and II in accordance with the National Fire Protection Association (NFPA) 1001 Standard for Fire Fighter Professional Qualifications. Eight SFD personnel are emergency medical technicians (EMT), three are Advanced EMTs (AEMT). AEMTs can administer fluids via IVs and provide medications such as dextrose and epinephrine as well as use advanced medical equipment on the ambulance. One is a Paramedic who has conducted training to provide critical care to patients including providing invasive and pharmacological life-saving interventions. Two (2) fire fighters will be testing for their EMT licenses shortly.

Many members have advanced certifications in technical rescue, hazardous materials, fire inspection, and fire officer. All personnel receive classroom education and practical skills instruction as part of the Department's annual training program to advance their skills and Knowledge of the constantly changing challenges in firefighting.

The City of Somersworth was awarded \$ 120,000 for Fire Training and Equipment under the FY'22 Community Project Funding Grant. As such, we are proposing the following Training and Equipment projects which I believe would meet the criteria under this agreement. We have also submitted the Economic Development Initiative- Community Funding Budget for the proposed project initiatives.

**Section 1; Line Item 1-     Fire Rescue Boat                     \$ 32,000**

- Somersworth is a city of approximately 10 square miles with approximately 13,000 residents. There are several ponds and rivers in this jurisdiction, including the Salmon Falls River, shared on the other side with Berwick, Maine. This river, running through the downtown of the city has a large and strong current with a dam in that location. Willand Pond, which borders our city is a large area of water that would require a safe and efficient operation from our agency. We propose to purchase a Fire Rescue boat, to include a trailer and proper sized engine for a quick and safe response.

**Section 1; Line Item 2-             Fire Training Simulator             \$ 54,000**

- In order to provide realistic and scenario based fire training that can be used in house or in the station setting, we propose a Hardwire Hose Training Simulator System ( \$40,000) and a Fire Extinguisher Fire Training Simulator (\$11,300). In addition, we propose a budget (\$2,700) for 3 different prop scenario options that may include, a stove top, trash can and a motor prop for the extinguisher simulator. These fire simulators will give our firefighters and community groups a number of scenario based options for training. These simulators are being used industry wide and offer enhance safety features such as automatic shutoffs and the ability to critique the application of fire streams or fire extinguisher applications.

**Section 1; Line Item 3-             Training Props                     \$ 20,800**

- Firefighters breaching doors of all types for rapid entry, regardless of construction or ventilating roofs and breaching walls, provide challenges and safety hazards on the fireground and in other emergency situations. We propose to purchase a Forcible Entry Door (\$ 12,000) and a Pitched Roof and Sidewall Training Prop (\$ 8,800). The Door props have 3 different types of locks using 2x2 and 1x2 wooden blocks and gives realistic training on inward and outward swinging doors. The door can be forced top to bottom and flex as needed. In addition, the Roof and Sidewall prop can be used to simulate venting pitched roofs using the prop as a frame to accept 2x4 wood framing and plywood to create different scenarios for either hand tool or power tool operations.

**Section 1; Line Item 4-             EV Car Battery Suppression System     \$ 7,200**

- Electric vehicle batteries in vehicles as well as lithium batteries in storage or in sales facilities, present a relatively new challenge for today's fire departments. When on fire, these units will generate their own heat and burn at extraordinary high temperatures, even when water is applied. A fully involved electric vehicle fire cannot be extinguished using contemporary fire suppression methods. Additionally, electric vehicle fires have caused vehicles

to move or come out of the "park" position and must be stabilized and secured. This EV Battery Suppression System represents 3 components. The first is a graphite style fire blanket (\$ 3,700) which is applied by firefighters over a vehicle or electric battery incident while it is on fire. Second is an EV plug (\$ 1,000), which is a gun type of tool inserted by firefighters into the vehicles exterior charging receptacle, which prevents the vehicle from moving. The third component of this system is a special fire nozzle (\$ 2,500), which is long and slender, made to slide under the vehicle, attached to a fire hose. Used in conjunction with each other, the blanket prevents the fire from running away at higher temperatures, the EV nozzle, prevents the vehicle from moving unexpectedly and the fire nozzle under the vehicle uses water to help keep the temperature down and have a cooling effect. Combined, the scene is safer for firefighters and reducing chances for fire to spread and accelerate.

**Section 2; Line Item 1-                    Administrative costs   \$ 6,000**

The administrative costs are for the management and oversight of the grant over the first year. This is for approximately 5 hours per week of the secretary's time. The first year will require the most oversight with purchasing, invoicing, scheduling, and required grant submissions.

In closing, we feel these 5 projects will greatly benefit firefighter training and enhance our equipment capabilities, which is the intent of this HUD Community Project Grant.

We are greatly appreciative of this grant opportunity for the City of Somersworth and more specifically for the health, safety and readiness of the Somersworth Fire Department.

Respectfully,

*Mark Dellner*

Mark Dellner  
Fire Chief  
City of Somersworth

# Economic Development Initiative - Community Project Funding Budget

## Project Location: 195 Maple Street Somersworth, NH 03878

Grant Number: B-22-CP-NH-0559  
 Grantee: City of Somersworth NH

		Total Budget	Funding Source 1	Funding Source 2	EDI-CPF Funds
<b>Section 1</b>					
1	Rescue Boat	32000.00	0.00	0.00	0.00
2	Fire Training Simulator	54000.00	0.00	0.00	0.00
3	Training Props	20800.00	0.00	0.00	0.00
4	EV Car Battery Suppression System	7200.00	0.00	0.00	0.00
<b>Section 2</b>					
5	Administrative Costs-5 hrs week	6000.00	0.00	0.00	0.00
<b>Total:</b>		120000.00	120000.00	120000.00	120000.00
<b>Spent:</b>		120000.00	0.00	0.00	0.00
<b>Total Remaining:</b>		0.00	120000.00	120000.00	120000.00



**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NH-0559**

**Grantee Name:** City of Somersworth

**Grantee Address:** One Government Way Somersworth, NH 03878

**Grantee's Unique Entity Identifier (UEI):** ML4APHRG3K85

**Grantee's Employer Identification Number (EIN)** 02-6000841

**Federal Award Identification Number (FAIN)** B-22-CP-NH-0559

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Somersworth (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

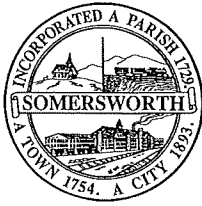
Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$120,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.



## City of Somersworth – Resolution

Resolution No: **47-24**

**TO AUTHORIZE THE CITY MANAGER TO AMEND THE LEASE AGREEMENT WITH SOBER SISTERS RECOVERY BY RECOGNIZING THE ORGANIZATION'S NAME CHANGE TO MALLEY FARM FOR WOMEN AND AMEND SECTION 3 – USE OF PROPERTY**

May 6, 2024

WHEREAS, the City Council passed Resolution 18-16 on December 7, 2015 to authorize the City Manager to enter in a twenty (20) year lease agreement with Sober Sisters Recovery to lease City property located at 45 Malley Farm Road; and

WHEREAS, Sober Sisters Recovery has requested the following amendments be made to the lease agreement with the City:

- Change the name of the Organization to “Malley Farm for Women” and have that reflected accordingly in the lease agreement; and
- Amend Section 3 – Use of Property by striking the words “in recovery from addiction” and replace them with the words “healing from trauma and recovering from substance use disorder”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to amend the lease agreement with Sober Sisters Recovery by recognizing the organization's name change to Malley Farm for Women and amend Section 3 – Use of Property.

### Authorization

*Sponsored by Councilor:*

Richard Michaud

*Approved:*

City Attorney

## LEASE AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Somersworth, a municipal corporation organized and existing under the laws of the State of New Hampshire, and being located at 1 Government Way, in the City of Somersworth, County of Strafford and State of New Hampshire, hereinafter referred to as the LESSOR, and ~~Malley Farm for Women~~~~the Sober Sisters Recovery~~, a non-profit corporation organized and existing under the laws of the State of New Hampshire, with a mailing address of PO Box 810, City of Somersworth, County of Strafford, State of New Hampshire hereinafter collectively referred to as the LESSEE.

### 1. TERM OF LEASE

The LESSOR hereby leases to the LESSEE a portion of the property located on City Tax Map 1 Lot 1, now commonly referred to as the Malley Farm, more specifically described as an approximately 1.41 acre tract of land and shown on the map attached hereto titled "~~Malley Farm Sober Sisters Recovery~~ Malley Farm for Women Lease Area" and dated December 7, 2015, together with all appurtenances, for a term of five (5) years. This lease shall automatically renew for up to three additional five (5) year terms unless terminated sooner by either party in accordance with Section 16.

### 2. WARRANTY OF TITLE AND QUIET ENJOYMENT

The LESSOR covenants that it is seized of the real property and has full right to make this lease and that the LESSEE shall have quiet and peaceable possession of the devised premises during this term hereof.

### 3. USE OF PROPERTY

The devised premises shall be used and occupied by the LESSEE exclusively for the purpose of housing for women ~~in recovery from addiction~~ healing from trauma and recovering from substance use disorder.

### 4. COMPLIANCE WITH LAW

The LESSEE shall comply with all sanitary health and safety laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the devised premises.

The LESSEE shall not commit waste on the premises nor maintain or permit to be maintained a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner.

### 5. AGENCY

Under no condition or circumstances shall the LESSEE be considered an agent for, or on behalf of the LESSOR for any reason or purpose whatsoever.

## 6. RENT, TAXES, AND SECURITY DEPOSIT

The LESSEE shall pay \$5 annually in rent and shall solely bear the cost of any improvements approved by the City which shall become property of the City but maintained by the LESSEE for the entire duration of the lease. The rent shall be paid at the time of the annual meeting described in Section 12.

The LESSEE shall be responsible for the payment, no later than the due date, of all properly assessed real estate and personal property taxes on the leased property as well as real and personal property taxes on structures and improvements added by the LESSEE, except to the extent that the LESSEE is exempt from taxation. Failure to pay those assessed taxes when due shall constitute cause for the LESSOR to terminate this lease.

The LESSEE shall supply a security deposit to the City in the amount of \$1,000 prior to occupying the premises. The LESSOR, after notification to the LESSEE unless in an emergency, may use as much of the Security Deposit as necessary to pay for damages resulting from the LESSEE's move-in, occupancy or move-out and demand that the LESSEE replace the amount of the Security Deposit used by the LESSOR.

## 7. REPRESENTATIONS BY LESSOR

At the commencement of the term of this Lease, the LESSEE shall accept the land in its existing condition and state of repair, and the LESSEE agrees that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of the LESSOR in respect thereto, except as contained in this Lease and the LESSOR shall in no event be held liable for any latent defects.

## 8. SUBLEASE

The LESSEE shall not assign this lease, or sublet or grant any concession or license to use the premises, or any part thereof, without the written consent of the City Manager.

## 9. HAZARDS

The LESSEE shall not keep or have on this leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous.

## 10. COST OF UTILITIES

The LESSEE shall be responsible for arranging for and paying for all utility services required on the premises.

## 11. ALTERATIONS, MAINTENANCE, REPAIRS

If approved by LESSOR, the LESSEE will at its sole expense make all necessary alterations, changes, improvements, and repairs to the leased premises which are required for the operation of the facility. All buildings, landscaping, septic system, utilities, and all other improvements on the premises shall be maintained in a state of good repair by the LESSEE at all times for the duration of this lease. The LESSOR will have no responsibility for maintenance and repairs.



The LESSEE may, from time to time, recommend improvements to the property to be constructed at its sole expense. Any proposed improvements to the premises on any portion of the leased area, shall be reviewed and approved by any and all applicable City staff, land use boards, and the City Manager prior to their construction and shall meet all City construction standards and specifications and all other applicable regulations.

## 12. INSPECTION AND ANNUAL MEETING

The LESSOR shall have the right during the term of this lease, and any renewal thereof, to enter the devised premises for the purpose of inspecting same in accordance with the following: (a) in case of emergency; (b) annual inspections of Premises; (c) to exhibit the Residence to prospective or actual purchaser, mortgagee, tenants, workmen, or contractors and (d) if/when the LESSEE has abandoned or surrendered the Premises. Except under (a) and (d) entry may not be made other than during normal business hours and with not less than twenty four (24) hours prior notice to LESSEE, unless mutually agreed upon by both parties. For the purpose of this agreement, twenty four (24) hour prior notice shall be deemed reasonable notice.

Additionally, the LESSEE shall initiate and schedule a meeting with the City's Code Enforcement Officer, or any City staff member designated by the City Manager, in the month of May each year. The purpose of this meeting will be for the Code Enforcement Officer and other appropriate City staff to fully inspect the premises to insure compliance with the terms of this lease agreement and all other applicable local or state codes. At this meeting, the LESSEE shall provide the City with documentation of any repairs, damage, or alterations made to the premises since the last annual meeting.

In addition to the annual meeting described above, the LESSEE shall provide a written report to the City Council no later than 90 days prior to expiration of each additional five (5) year term renewal described above in Section 1. The report shall include a summary of the last five years of ~~Sober Sisters~~ Malley Farm for Women use of the property, tax –exempt status of the organization, Board of Director list, any police, fire or ambulance response to the property or facility, and the general condition of the structure and its necessary components such as the heating system, water system, septic system.

## 13. INDEMNIFICATION OF LESSOR

The LESSEE shall indemnify and hold LESSOR harmless from and against any and all liability and claims of any kind for loss or damage to any person or property arising out of: (a) LESSEE'S use and occupancy of the premises, or any work, activity or thing done, or allowed by LESSEE in, on or about the premises; (b) any breach or default by LESSEE of any LESSEE'S obligation under this Lease; or (c) any negligent or otherwise tortious act or omission of LESSEE, its agent, employees, subtenants, licensees, customers, guests, invitees or contractors (including agents or contractors who perform work outside of the Premises for LESSEE).

## 14. DAMAGE TO PROPERTY

In case of damage to, or destruction of the premises, or improvements, the LESSEE shall, at its own expense, promptly repair and restore the same to the condition prior to the damage or destruction.



## 15. INSURANCE AND DOCUMENTATION

The LESSEE shall, at all times during the terms of this lease, at the LESSEE'S expense, keep the buildings with improvements, which now or hereinafter became part of this premises, insured against loss or damage by fire and the extended coverage hazards for 100% of the full replacement value of the buildings with improvements, with loss payable to the LESSEE and LESSOR as their interests may appear. The LESSEE shall also maintain throughout the term of this lease commercial general liability and bodily injury coverage with a limit of \$1 million each occurrence combined single limit, \$2 million annual aggregate, property damage coverage of \$500,000 and combined bodily injury and property damage coverage of \$1 million. The LESSEE shall supply to the LESSOR a current certificate of insurance, and an endorsement, as of the date of signing this lease, naming the City, and it's employees, officials, agents, and volunteers as additional insured, and shall supply updated certificates to the LESSOR annually thereafter

The LESSEE shall maintain its non-profit status throughout the duration of the lease and acquire a Certificate of Good Standing from the Secretary of State of New Hampshire on an annual basis. The Certificate shall be dated no more than 60 days prior to the date when the certificate is submitted to the City. The certificate shall be provided to the City at the required Annual Inspection described in Section 12.

## 16. TERMINATION AND DEFAULT

In the event of any breach of this Agreement by the LESSEE, the LESSOR may evict the LESSEE in accordance with existing New Hampshire law after first providing the LESSEE with a ninety (90) day notice of its intention to terminate the lease for a breach of the Agreement. With or without any breach, either party may terminate this Agreement for any reason, at any time, without penalty, upon 90 days written notice to the other of its intention to terminate, or sooner by mutual agreement.

## 17. SURRENDER OF PREMISES

At the expiration of the leased term, the LESSEE shall quit and surrender the premises hereby devised with all the improvements made thereon. Said premises shall be at least in as good state and condition as it was at the commencement of this lease bearing the date at the top of the first page.

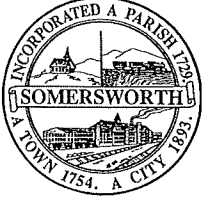
IN WITNESS WHEREOF, the parties have executed this lease at Somersworth, New Hampshire on the day and year above referred to.

WITNESS: CITY OF SOMERSWORTH, NEW HAMPSHIRE

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
SOBER SISTERS RECOVERY Malley Farm for  
Women

\_\_\_\_\_  
By: \_\_\_\_\_

	<p align="center"><b>City of Somersworth – Resolution</b></p>
	<p>Resolution No:       <b>48-24</b></p> <p><b>TO AUTHORIZE THE CITY MANAGER TO CONVEY A DISTRIBUTION EASEMENT TO PUBLIC SERVICE CORPORATION OF NEW HAMPSHIRE, D/B/A EVERSOURCE, AND CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY, LLC. ON CITY OWNED PROPERTY OFF BLACKWATER ROAD</b></p>

May 6, 2024

WHEREAS, the City of Somersworth has contracted with AMERESCO of Framingham, Massachusetts to develop a solar array on City owned property located off Blackwater Road; and

WHEREAS, Public Service Company of New Hampshire, d/b/a Eversource, and Consolidated Communications of Northern New England Company, LLC require a permanent easement across a portion of the land owned by the City off the northerly side of Blackwater Road to connect the solar array to the electric grid; and

WHEREAS, the purpose of the permanent easement is to lay, install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove above/underground lines which may consist of wires, cables, pipes, ducts, conduits, manholes, and such testing terminals, transformers and foundations and enclosures for the same, vaults, pedestals, repeaters, markers, poles, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to convey a distribution easement to Public Service Company of New Hampshire, d/b/a Eversource, and Consolidated Communications of Northern New England Company, LLC. on City owned property off Blackwater Road, and to take any additional actions required to convey this easement determined to be in the best interest of the City.

<b>Authorization</b>	
<p><i>Sponsored by Councilors:</i></p> <p>Nancie Cameron Martin Pepin</p>	<p><i>Approved:</i></p> <p>City Attorney</p>



**Jackie Tirado**  
Easement Coordinator  
780 N. Commercial Street  
Manchester, NH 03101

PO Box 330  
Manchester, NH 03105

April 10, 2024

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

Dear Mr. Belmore:

Enclosed is the distribution easement required for your property located in the City of Somersworth, New Hampshire. Please review the guidelines below before executing this easement. Should you have any questions or concerns regarding this document, please email me at [Jackie.Tirado@eversource.com](mailto:Jackie.Tirado@eversource.com).

- Use a pen that will indent the paper. This will make it easier to recognize that it is the original. The Registry of Deeds may return the document if they determine it is not original. This could delay service installation.
- Sign the document before a Notary Public or Justice of the Peace.
- Return your signed original to Eversource using the envelope provided. If the envelope is missing, please mail to my attention using the address above.
- If your document package includes a Consent of Lien Holder:
  - You must have your mortgage holder sign the Consent.
  - Bring or mail the Consent to your mortgage holder with a COPY of your signed easement.
  - If you mail the Consent to your mortgage holder, please include instructions that they are to mail the original back to Eversource once executed.
  - Do not give or mail your original easement to the bank.
  - You do not need to wait until your Consent is signed to send in your original easement.

Regards,

*Jackie Tirado*

Jackie Tirado  
Easement Coordinator  
T&D Right of Way and Survey Engineering

Return to:  
EVERSOURCE  
Attn: Jackie Tirado  
PO Box 330  
Manchester, NH 03105  
EBA- \_\_\_\_\_  
Work Order: 12106108  
Municipality: 195-Somersworth  
Tax Parcel ID: Map 22 Lot 50

## EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that **the CITY OF SOMERSWORTH**, having a mailing address of 1 Government Way, Somersworth, New Hampshire 03878 (hereinafter the Grantor), for good and valuable consideration, grants to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (PSNH), d/b/a Eversource Energy, a corporation duly established by law, with a mailing address of P.O. Box 330, in Manchester, in the County of Hillsborough, in the State of New Hampshire, 03105 and CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY, LLC, of 64 Regional Drive, Concord, New Hampshire 03301 (hereinafter the Grantees), and their successors and assigns forever as tenants in common, with QUITCLAIM COVENANTS:

The RIGHT and EASEMENT to lay, install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove above/underground lines which may consist of wires, cables, pipes, ducts, conduits, manholes, and such testing terminals, transformers and foundations and enclosures for the same, vaults, pedestals, repeaters, markers, poles, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush, over, under and across a portion of the land owned by the Grantor off the northerly side of **Blackwater Road** in **Somersworth**, County of **Strafford**, State of New Hampshire.

Said easement will be located within the following described limits:

Beginning at a point on the southerly line of the Grantor's property on Blackwater Road, Tax Map 22 Lot 50, City of Somersworth, said point being at or nearest to PSNH pole numbered 7/121, thence extending in various directions, northerly, westerly, easterly, and southerly above/underground across land of Grantor as necessary to provide service to the premises as may be requested by the Grantors, their successors or assigns now or in the future. The final location of the easement shall be determined by the location of the facilities as installed whenever installed.

The width of this easement shall be 20 feet, measured either 10 feet on each side of the center line of the distribution lines as constructed, or, if less than 10 feet exists on either side to the nearest adjacent boundary line, measured 20 feet from the boundary line.

This easement grants the right for guying/anchoring facilities outside the 20-foot strip, together with the right to lay, install, construct, reconstruct, operate, maintain, repair, replace and remove any service cables and related equipment extending to any buildings or structures on said land to provide electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access across other land of the Grantor for all purposes in connection with the exercise of the within granted easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on adjacent land, provided that the land shall be restored by the Grantees to substantially the condition in which it was immediately prior to such excavation, trenching, and backfilling; the right to go upon adjoining on the Grantor's land when working on said lines and associated equipment; and the right to install temporary aboveground lines for temporary periods over and across said land of the Grantor to provide continuity of service thereon when only underground line rights are requested.

The Grantor for itself and its heirs, executors, administrators, successors and assigns, covenants and agrees that it will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature upon the land over said easement and that it will not plant or permit to be planted any trees over said easement.

Meaning and intending to describe and convey an easement over a portion of the premises described in a deed to the City of Somersworth recorded on November 28, 1952 at the Strafford County Registry of Deeds in Book 610, Page 436, and over a portion of the premises described in a deed to the City of Somersworth recorded on October 24, 1975 at the Strafford County Registry of Deeds in Book 975, Page 003.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SOMERSWORTH**

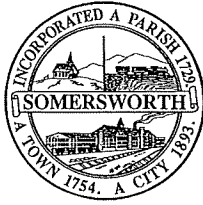
BY: \_\_\_\_\_  
Robert M. Belmore, City Manager

STATE/Commonwealth of \_\_\_\_\_  
COUNTY OF \_\_\_\_\_, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared Robert M. Belmore, City Manager for the City of Somersworth, New Hampshire, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes contained herein.

My Commission expires:

\_\_\_\_\_  
Notary Public/Justice of the Peace



## City of Somersworth – Resolution

Resolution No: **49-24**

**TO AUTHORIZE THE CITY MANAGER TO DEVELOP PROPOSALS  
FOR METERED PARKING IN THE SOMERSWORTH DOWNTOWN  
AREA AND THE CREATION OF A PARKING FUND**

May 6, 2024

WHEREAS, the City of Somersworth will be completing a vehicle parking assessment in partnership with Strafford Regional Planning Commission that will detail the City's parking needs, challenges, and opportunities for growth; and

WHEREAS, the City's downtown business community has requested that the City begin to address ongoing challenges with downtown parking; and

WHEREAS, a mix of metered and free parking spaces in the Somersworth downtown can help mitigate parking challenges, as well as raise funds to pay for increased parking enforcement and other parking related expenses; and

WHEREAS, metered parking spaces will create additional revenue that should be encumbered in a dedicated Parking Fund; and

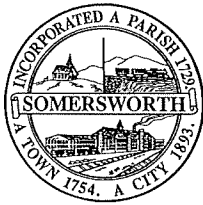
WHEREAS, more information is needed about meter types and options, which streets are best to meter, the ideal hourly rate for metered parking, which streets should remain free parking, necessary changes to parking ordinances for implementation, costs related to purchasing meters, the possibility of a robust residential parking permit program, potential revenue estimates, potential enforcement needs, and the creation of a parking section on the City of Somersworth website;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to complete any needed research and outreach relative to developing a metered parking plan and Parking Fund for the City of Somersworth, and to take any or all other such actions that are determined to be in the best interest of the City.

### Authorization

*Sponsored by:*  
Mayor Matt Gerding

*Approved:*  
City Attorney



## City of Somersworth – Resolution

Resolution No: **50-24**

**TO AUTHORIZE THE CITY MANAGER TO ACQUIRE PROPERTY  
ADJACENT TO JULES BISSON PARK VIA A LOT LINE  
ADJUSTMENT WITH PUBLIC SERVICE COMPANY OF NH D/B/A  
EVERSOURCE**

May 6, 2024

WHEREAS, the City Council adopted Resolution 8-20 on August 5, 2019 to authorize the City Manager to enter into a grant agreement with the State of New Hampshire Department of Land and Cultural Resources for a Land and Water Conservation Fund Grant to make improvements at Jules Bisson Park; and

WHEREAS, a portion of the project scope required the City to have Jules Bisson Park surveyed; and

WHEREAS, the survey revealed that a portion of the ballfield was actually on property owned by Public Service Company of New Hampshire d/b/a Eversource; and

WHEREAS, City staff reviewed the survey with officials from Eversource and they have agreed to a lot line adjustment with the City providing adequate property to include the entire ballfield within the boundary of Jules Bisson Park;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to acquire property adjacent to Jules Bisson Park via a lot line adjustment with Public Service Company of New Hampshire d/b/a Eversource and take all other such actions relative to this lot line adjustment determined to be in the best interest of the City.

### Authorization

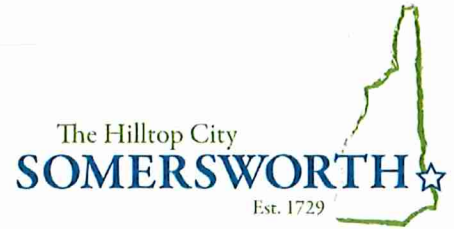
*Sponsored by Councilor:*

Richard Michaud

*Approved:*

City Attorney





**DATE:** May 2, 2024  
**TO:** Robert Belmore, City Manager  
**FROM:** Dana Crossley  
Planning Technician  
**Re:** Land and Water Conservation Fund Grant – Jules Bisson – Lot Line Adjustment

The City of Somersworth was awarded a Land and Water Conservation Fund Grant (LWCF) in 2019 to perform renovations and new development at the existing Jules Bisson Park. Activities included removing the existing/outdated playground and installing a new playground in the same location. Installation of a new picnic shelter/pavilion, expanding and improving accessibility in the current parking area and installation of an accessible pathway connecting the parking area to the playground.

As part of the requirements of the LWCF Grant a survey was to be completed of the property. The City contracted Tri-Tech Engineering to complete the required survey of Jules Bisson Park (Assessor's Map 03 Lot 167). Through this survey it was identified that a portion of the ballfield was located on property owned by Public Service Co. of NH (Assessor's Map 03 Lot 171).

City Staff reached out to PSNH (dba Eversource) to address the encroachment. PSNH/Eversource agreed to a lot line adjustment, that would transfer .274 acres (11,938 SF) of land from Lot 171 to Lot 167. This will enlarge the Jules Bisson Park to be 1.892 acres (82,434 SF). PSNH/Eversource has agreed to this land transfer for no fee as it was determined that the land was 'excess land not needed'. This lot line adjustment will adjust the property boundary so that the entire baseball field including the proposed bleachers and dugout will be located on City property.

The lot line adjustment will be required to go before the Planning Board for approval. Once approved by the Planning Board, the plan will be recorded at the Strafford County Registry of Deeds.

All work for the grant, including the close out paperwork is required to be completed by May 31, 2024.





One Government Way, Somersworth, NH 03878  
somersworthnh.gov | facebook.com/cityofsomersworthnh | 603.692.4262

---

April 29, 2024

Ms. Amy Dixon  
Grants Coordinator  
New Hampshire Division of Historical Resources  
19 Pillsbury Street  
Concord, NH 03301

Re: City of Somersworth Letter of Intent to apply for Conservation License Plate (Moose Plate) Grant Funds

Dear Ms. Dixon:

This letter serves as the City of Somersworth Letter of Intent (LOI) to apply for Conservation License Plate (Moose Plate) Grant funds in support of repairing and restoring the Maple Street Fence that exists along the Maple Street frontage of the Forest Glade Cemetery. The Maple Street Fence dates back to 1914 and is considered a contributing structure as part of the City's successful application for designating Forest Glade Cemetery on the National Register of Historic Places as well as the successful application to State of New Hampshire State Register of Historic Places.

The wrought iron fencing consists of angle iron with pointed tops; the ends of the fence and openings are flanked by newel posts formed by four pickets that have circular metal rings at the top of each face and are topped by metal balls. The fence is in various stages of repair and condition and requires some re-welding, sand blasting and re-painting of the entire fencing surface. The estimates of the costs for the restoration and repair work are projected to be in the \$20,000 to \$25,000 Range.

Subject to your approval of this project to proceed to application stage, our submission will include the completed application form, estimated cost, and several attachments including color images of the project, a contractor quote, a letter of support from the Cemetery Trustees, proof of City ownership of the property, and a copy of the National Register of Historic Places Registration Form which lists the Maple Street Fence as a contributing structure to the designation application.

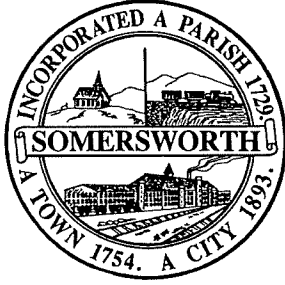
Thank you advance for your consideration of the City's Letter of Intent to apply for Moose Plate Grant funds. Should you have any questions please do not hesitate to call me at 603-692-9503 or Michael Bobinsky, Director of Public Works and Utilities at 603-692-4266.

Sincerely,

A handwritten signature in black ink that reads "Robert M. Belmore".

Robert M. Belmore  
City Manager

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



## **MEMORANDUM**

**TO:** Bob Belmore, City Manager  
**FROM:** Scott Smith, Finance Director  
**DATE:** April 9, 2024  
**SUBJECT:** Library Accessibility Grant

---

The City has recently been notified of a grant award in the amount of \$500,000 to further the effort to improve accessibility at the Somersworth Public Library.

The grant was applied for and awarded through Senator Jeanne Shaheen's office, and secured from recent Congressionally Directed Spending legislation.

The grant is intended to be used to finalize the design and prepare bid specifications for the project. The conceptual design accepted by the City Council includes an addition to the Library, installing an elevator, moving the children's section to the main floor, installing bathrooms on the main floor, adding community spaces, and increasing book space.

It is our understanding grant documents are forthcoming.

If you require any additional information, please let me know.

## Brenda Breda

---

**From:** Michael Bobinsky  
**Sent:** Wednesday, April 17, 2024 9:59 AM  
**To:** Bob Belmore; Scott A. Smith; Brenda Breda; Amber Hall; Michelle Mears  
**Subject:** Fwd: APPROVED – The Home Depot Foundation Grant #202401503  
**Attachments:** Team\_Depot\_Volunteer\_Waiver.pdf

Great news!

Michael J. Bobinsky  
Director of Public Works and Utilities  
City of Somersworth  
P:(603)692-4266

Begin forwarded message:

**From:** thdfoundation@smartsimplemailer.com  
**Date:** April 17, 2024 at 9:50:08 AM EDT  
**To:** Michael Bobinsky <mbobinsky@somersworthnh.gov>  
**Cc:** charles\_segel@homedepot.com, Michael Bobinsky <mbobinsky@somersworthnh.gov>, richard\_d\_abruzzo@homedepot.com, james\_t\_oneill@homedepot.com, scott\_whitehouse@homedepot.com, christine\_m\_caloger@homedepot.com  
**Subject:** APPROVED – The Home Depot Foundation Grant #202401503



## Congratulations!

On behalf of The Home Depot Foundation, I am pleased to inform you the following grant has been **APPROVED**

**Grant ID:** 202401503  
**Grantee:** City of Somersworth  
**Grant Amount:** \$3,219.56  
**Primary Contact:** Michael Bobinsky  
**Sponsoring Facility:** Store 8931-Somersworth (District 264)  
**Sponsoring Captain:** Christine Caloger (christine\_m\_caloger@homedepot.com)  
**Project Type:** Team Depot Volunteer Project



**Project Title:** ASH STREET POLLINATOR PARK PLANTS

**Approved Scope of Work:**

Team Depot associate volunteers will plant pollinator plants at a community park.

Payment in the form of e-gift cards will be sent from sales@hd-incentives.com in the next 1-3 business days to **mbobinsky@somersworthnh.gov**. Please notify us immediately if this email address is incorrect.

Once received, please work with the store to apply the payment towards the quote. By accepting or forwarding the terms and conditions noted at the bottom of this email.

---

## VOLUNTEER PROJECT NEXT STEPS

If this grant is in support of a Team Depot volunteer project, please follow the steps below:

1. The project date submitted in your application was **06/03/2024**. Please let us know if this date changes
2. Begin recruiting volunteers and schedule associates accordingly
3. Order Team Depot volunteer t-shirts from **THDGear**. **Note: Projects scheduled to take place during Surprise campaign will receive t-shirts and other promotional items automatically**
4. Ensure all associates and community/nonprofit volunteers sign the attached **Volunteer Participation Waiver** 30 days
5. Captains should review the **Team Depot COVID guidelines** located on the **Team Depot Toolbox** web

---

## MEDIA & PUBLIC RELATIONS

- Any recognition regarding this grant should be made in the name of The Home Depot Foundation
- Prior to posting, please send press releases and social media content to our Public Relations team for review at [TeamDepotPR@homedepot.com](mailto:TeamDepotPR@homedepot.com)
- Share project photos on our [Facebook](#) or Tweet about your project using [@HomeDepotFound](#) and [#TeamDepot](#)

---

We hope this grant will assist you in achieving your goals as set forth in your application.

Thank you for all that you do,

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

ATTORNEYS AT LAW  
25 BEACON STREET EAST  
LACONIA, NEW HAMPSHIRE 03246  
[www.mitchellmunicipalgroup.com](http://www.mitchellmunicipalgroup.com)

LAURA A. SPECTOR-MORGAN  
JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

April 30, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Ordinance No. 14-24

Title: **SUPPLEMENTAL APPROPRIATION TO UPGRADE THE TRAFFIC SIGNALS  
AT THE INTERSECTION OF BLACKWATER ROAD, INDIGO HILL ROAD, AND HIGH  
STREET**

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

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

Date: April 30, 2024

By: Laura Morgan



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

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JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

April 30, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 43-24

Title: **TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT  
EXTENSION WITH THE TROJAN TECHNOLOGIES CORPORATION OF  
CORTLAND, NEW YORK TO LEASE BUILDING SPACE AT THE SOMERSWORTH  
WATER TREATMENT FACILITY**

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

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

Date: April 30, 2024

By: Laura Morgan

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

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JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

April 30, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 44-24

Title: **NAMING TEXTILE LANE AND ASSIGNING ADDRESSES, IF REQUIRED**

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

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

Date: April 30, 2024

By: Laura Morgan

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

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25 BEACON STREET EAST  
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JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

April 30, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

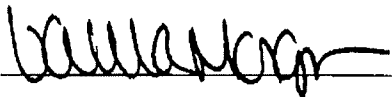
Resolution No. 45-24

Title: **TO AUTHORIZE THE CITY TO USE FUNDING FROM THE MUNICIPAL AND  
TRANSPORTATION FUND TO UPGRADE THE TRAFFIC SIGNALS AT THE  
INTERSECTION OF BLACKWATER ROAD, INDIGO HILL ROAD, AND HIGH  
STREET**

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

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

Date: April 30, 2024

By: 

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

ATTORNEYS AT LAW  
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[www.mitchellmunicipalgroup.com](http://www.mitchellmunicipalgroup.com)

LAURA A. SPECTOR-MORGAN  
JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

April 30, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 46-24

Title: **TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A GRANT TO PROVIDE FIRE TRAINING AND EQUIPMENT FOR THE SOMERSWORTH FIRE DEPARTMENT**

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

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

Date: April 30, 2024

By: Laura Morgan

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

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25 BEACON STREET EAST  
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LAURA A. SPECTOR-MORGAN  
JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD -- OF COUNSEL

TELEPHONE (603) 524-3885

April 30, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 47-24

Title: **TO AUTHORIZE THE CITY MANAGER TO AMEND THE LEASE AGREEMENT  
WITH SOBER SISTERS RECOVERY BY RECOGNIZING THE ORGANIZATION'S  
NAME CHANGE TO MALLEY FARM FOR WOMEN AND AMEND SECTION 3 - USE  
OF PROPERTY**

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

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

Date: April 30, 2024

By: Laura Morgan

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

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JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

May 1, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 48-24

**Title: TO AUTHORIZE THE CITY MANAGER TO CONVEY A DISTRIBUTION  
EASEMENT TO PUBLIC SERVICE CORPORATION OF NEW HAMPSHIRE, D/B/A  
EVERSOURCE, AND CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW  
ENGLAND COMPANY, LLC. ON CITY OWNED PROPERTY OFF BLACKWATER  
ROAD**

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

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

Date: May 1, 2024

By: Laura Morgan



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

ATTORNEYS AT LAW  
25 BEACON STREET EAST  
LACONIA, NEW HAMPSHIRE 03246  
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LAURA A. SPECTOR-MORGAN  
JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

April 30, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 49-24

Title: **TO AUTHORIZE THE CITY MANAGER TO DEVELOP PROPOSALS FOR  
METERED PARKING IN THE SOMERSWORTH DOWNTOWN AREA AND THE  
CREATION OF A PARKING FUND**

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

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

Date: May 1, 2024

By: Laura Morgan

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

ATTORNEYS AT LAW  
25 BEACON STREET EAST  
LACONIA, NEW HAMPSHIRE 03246  
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LAURA A. SPECTOR-MORGAN  
JOSEPH H. DRISCOLL, IV  
NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

May 1, 2024

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 50-24

Title: **TO AUTHORIZE THE CITY MANAGER TO ACQUIRE PROPERTY ADJACENT  
TO JULES BISSON PARK VIA A LOT LINE ADJUSTMENT WITH PUBLIC SERVICE  
COMPANY OF NH D/B/A EVERSOURCE**

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

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

Date: May 1, 2024

By: Laura Morgan



## **MEMORANDUM**

To: Bob Belmore, City Manager

From: Scott Smith, Finance Director

Date: April 23, 2024

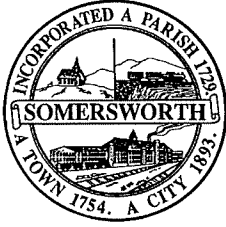
**Re: Ordinance 9-24 FY2024-2025 Budget – As Adopted**

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Attached for your review please find Ordinance 9-24, FY2024-2025 Budget, as adopted by the City Council at their April 22, 2024 meeting.

Also attached is a current tax rate estimate and an updated estimate on compliance with the tax cap. For comparison purposes only, the current estimated tax rate is \$30.81, which is an increase of \$1.51 over the prior year. The budget, as adopted, is over the tax cap by \$481,938.

If you have any questions or need any additional information please let me know.



## City of Somersworth – Ordinance

Ordinance No: 9-24

### FISCAL YEAR 2024-2025 BUDGET

March 18, 2024

THE CITY OF SOMERSWORTH ORDAINS THAT BUDGETS FOR THE CITY OF SOMERSWORTH FOR THE 2024-2025 FISCAL YEAR SHALL BE:

#### **DEPARTMENT**

#### **GENERAL FUND**

#### **BUDGET**

Elected Leadership	\$192,720
City Management	614,050
Finance and Administration	1,919,546
Development Services	1,082,786
Police	5,199,812
Fire	2,838,771
Public Works	3,722,794
Other Expenses	1,391,000
Capital Outlay	45,000
Intergovt Assessments - County	3,169,922
School Department	31,969,747

#### **TOTAL GENERAL FUND**

**52,146,148**

#### **ENTERPRISE FUNDS**

Wastewater Department	3,619,635
Water Department	2,873,558
Solid Waste	676,169

#### **TOTAL ENTERPRISE FUNDS**

**7,169,362**

#### **SPECIAL REVENUE FUND**

Cable Fund	69,513
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#### **TOTAL FY 2024-2025 APPROPRIATION**

**\$59,385,023**

#### **AS ADOPTED 04/22/2024**

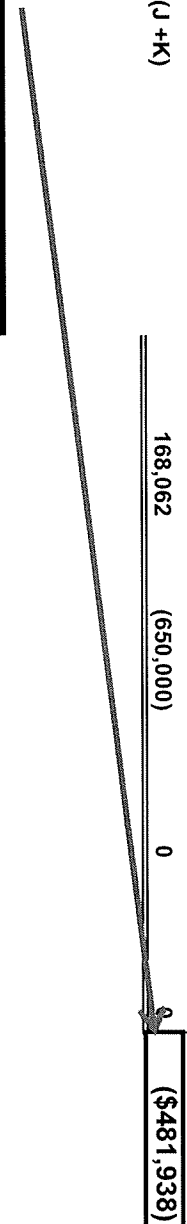
This Ordinance shall take effect upon its passage.

Authorization	
<i>Sponsored by Request:</i> Councilor David A. Witham	<i>Approved:</i> City Attorney

# **Analysis of Tax Cap - Estimate for FY2025 Budget Year** City of Somersworth, NH

	City Portion	School Portion	State Portion	County Portion	Total
A. Prior Fiscal Year Net Amount Raised By Taxes (FY2024 Actual Levy)	10,209,909	18,209,172	2,083,220	3,042,138	33,544,439
B. Multiplied by the National CPI-U	4.12%	4.12%	4.12%	4.12%	4.12%
C. Subtotal (A x B)	420,648	750,218	85,829	125,336	1,382,031
D. Prior April 1 to March 31 Net Construction Value (estimated)	0	0	0	0	0
E. Multiplied by Prior Fiscal Year Tax Rate/1,000 of Value (Actual)	8.91	15.89	1.85	2.65	29.30
F. Subtotal (D x E)	0	0	0	0	0
<b>G. Increase Allowed for FY2025 Tax Levy (C + F)</b>	<b>420,648</b>	<b>750,218</b>	<b>85,829</b>	<b>125,336</b>	<b>1,382,031</b>
<b>H. FY2025 Amount allowed to be Raised by Taxes (Capped Tax Levy) (A + G)</b>	<b>10,630,557</b>	<b>18,959,390</b>	<b>2,169,049</b>	<b>3,167,474</b>	<b>34,926,470</b>
I. FY2025 Estimated Amount Adopted to be Raised by Taxes	10,460,047	19,754,308	2,024,131	3,169,922	35,408,408
J. Variance between estimated and capped tax levy (H - I)	170,510	(794,918)	144,918	(2,448)	(481,938)
K. Amount required to be absorbed by City and School	(2,448)	144,918	(144,918)	2,448	0
L. Amount of Budget Adjustment Required for FY2025 (J +K)	168,062	(650,000)	0	0	<b>(\$481,938)</b>

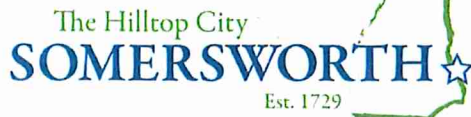
**M. Total amount Under/(Over) the Tax Cap**



## 2024/25 Tax Rate Estimate

			Estimated FY24-25 Tax Rate	FY23-24 Tax Rate	Change
<b>CITY PORTION</b>					
Gross Appropriations	23,945,354				
Less: Revenues	13,864,807				
Less: Shared Revenues	-				
Add: Overlay	50,000				
Add: War Service Credits	329,500				
Net City Appropriation		10,460,047	9.09	8.91	0.18
<b>SCHOOL PORTION</b>					
Net Local School Budget	30,639,658				
Less: Equitable Education Grant	8,861,219				
Less: State Education Taxes	2,024,131				
Net School Tax Total		19,754,308	17.18	15.89	1.29
<b>STATE EDUCATION TAXES</b>					
Equalized Valuation (no utilities)	2,024,131				
Net State Education Total		2,024,131	1.78	1.85	(0.07)
<b>COUNTY PORTION</b>					
Due to County	3,169,922				
Less: Shared Revenue	-				
Net County Total		3,169,922	2.76	2.65	0.11
Total Tax Rate			30.81	29.30	1.51
<b>Total Property Taxes Assessed</b>					
		35,408,408			
<b>Less: War Service Credits</b>					
		(329,500)			
Total Property Tax Commitment		35,078,908			
<b>Net Assessed Valuation (Estimate)</b>					
State Education Taxes (No utilities)	1,134,000,000	1.78	2,024,131.00		
All Other Taxes	1,150,000,000	29.02	33,378,527.00		
			35,402,658.00		





One Government Way, Somersworth, NH 03878  
[somersworthnh.gov](http://somersworthnh.gov) | [facebook.com/cityofsomersworthnh](https://facebook.com/cityofsomersworthnh) | 603.692.4262

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April 26, 2024

Michael J. Servetas, PE

Director of Operations

New Hampshire Department of Transportation

PO Box 483

7 Hazen Drive

Concord, NH 03302-0483

Re: NHDOT Water Main Replacement Exception Response

Dear Director Servetas:

Your letter dated April 23, 2024 to Amber Hall, PE, City Engineer, in response to the City's water main replacement design exception request to the NHDOT Utility Accommodation Manual was referred to City officials. Per the letter, it is understood NHDOT has denied our exception request.

Based on this decision, the City intends to modify the design and construction specification to replace the water main only within the City's pavement limits of Main Street; the existing water main underneath the NHDOT portion of Main Street will not be replaced at this time.

Thank you for your consideration.

Sincerely,

Michael J. Bobinsky

Director of Public Works and Utilities

City of Somersworth

(603) 692-4266

Cc: Mayor and City Councilors

Robert M Belmore, City Manager

Scott Smith, Deputy City Manager/Director of Finance

Amber Hall, PE, City Engineer



*William Cass, P.E.*  
*Commissioner*

**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*David Rodrigue, P.E.*  
*Assistant Commissioner*  
*Andre Briere, Colonel, USAF (RET)*  
*Deputy Commissioner*

April 23, 2024

Ms. Amber F. Hall, PE  
City Engineer  
1 Government Way  
Somersworth, NH 03878

Subject: Main Street Water Main Replacement – Somersworth, NH  
Design Exception Request

Dear Ms. Hall:

Upon review of the information provided in your April 12<sup>th</sup> email, the Department does not find that the construction of the waterline outside the paved roadway would create an extreme hardship from either a constructability or cost perspective. Therefore, your request for an exception from the NHDOT design standards laid out in our Utility Accommodation Manual (UAM) is denied.

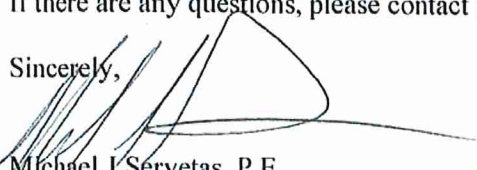
Field reviews by NHDOT staff have failed to identify any extreme hardship or unusual conditions to warrant an exception. This area is typical of a suburban, tier 4 collector roadway. The relocation of mailboxes and the holding of UPs to support underground utility construction is not unusual for project within the State ROW. Additionally, the DOT staff provided viable options and a willingness to work with the consultant to keep the construction outside the pavement.

One of the reasons for an exception is increased costs. The DOT staff questions several of the needed improvements and costs (ie restore drainage swales for \$110,000), and your estimate that shows moving the construction outside the paved roadway would only save \$30,000 in paving. Using the typical trench detail in your plan set, eliminating the trench temporary and permanent paving would result in a saving of \$105,000 using your unit costs. Allowing \$10,000 for trench patching across the driveways, you would still have a savings of over \$95,000.

In summary, if the City wants to construct the waterline within the pavement limits of their roadways that is there right, and the project would be designed based on the City standards. However, once the work enters into the State ROW, the work needs to conform to the DOT standards and guidelines. This includes minimizing trenching within and utility placement under the pavement. If the City wants to take over this section of roadway to install the waterline within the pavement limits, the DOT would be amenable to turning this section over to them. We have done this in other towns in the recent past.

If there are any questions, please contact me at 603 271- 1693.

Sincerely,

  
Michael J. Servetas, P.E.  
Director of Operations

Cc via email:  
William Cass, Commissioner NHDOT  
Brian Schutt, District 6 Engineer NHDOT