

Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager
DATE: Friday, September 23, 2022
SUBJECT: City Manager's Report for Monday, September 26, 2022 City Council Meeting

Unfinished Business (under Section 14 of Agenda)

Ordinances

- A. **Ordinance No. 1-23:** To Amend Chapter 7, Solid Waste and Recycling, Section 7.4 – Fees. Again, the Public Works & Environment Committee voted to support a twenty-five cent (.25) increase of the City's municipal solid waste bags for FY 23-24 and again in FY 24-25.
- B. **Ordinance No. 2-23:** To Amend Chapter 4, Personnel Rules and Regulations Compensation Schedule. Again, the Government Operations voted to support this Ordinance change which will give non-exempt pay-scale a standard 4% increase between each step, and will allow two additional steps, 6 and 7.
- C. **Ordinance No. 3-23:** To Amend Chapter 4, Personnel Rules and Regulations Section 7.4.1 Sick Leave, and Section 7.4.2 Sick Leave for Exempt Employees. Again, the Government Operations voted to support this Ordinance change.

Resolutions

- A. **Resolution No. 8-23:** To Authorize the City Manager to Contract with Wright Pierce Engineers of Portsmouth, NH to Develop an Asset Management Program. Again, the Public Works & Environment Committee support Staff's recommendation to award the contracts to Wright Pierce for both the Wastewater Management Program and the Sewer Collection System Assessment Project.
- B. **Resolution No. 9-23:** To Authorize the City Manager to Contract with Wright Pierce Engineers of Portsmouth, NH to Conduct an Evaluation and Condition Assessment of the City's Sewer Collection System.

- C. **Resolution No 10-23: To Authorize the City Manager to Prepare Bid Specifications for Sidewalk Repair and Reconstruction Projects.** Again, the Public Works & Environment Committee met on August 10th to discuss the Sidewalk Repair and Reconstruction Projects and voted to recommend the projects listed in this Resolution to go out to bid.
- D. **Resolution No. 12-23: To Amend Council Rules and Regulations, Section 2, Presiding Officer and Section 7, Order of Business.** Attached is a copy of the Council Rules & Regulations. The Government Operations Committee met on September 22 and discussed three (3) options on reading this statement: a) read at every Council meeting; b) read one time each month; c) read at both October meetings each year. The Committee voted to move the proposed changes to the full Council. Councilor Gerding will be inviting guests to the meeting to offer comment on the language proposed.

New Business (under Section 15 of Agenda)

Resolutions

- A. **Resolution No. 13-23: To Authorize Hideout, Inc. to Conduct a Timber Cut for Maintenance Purposes at the Oaks Golf Course in Somersworth, New Hampshire.** The Public Works & Environment Committee met on August 31st and voted to support this Resolution. Peter Harrity, of the Oaks explained the need to thin the trees in order to increase the sunlight and airflow in order to maintain healthy fairways and greens as well as allowing for the reduction of pesticides and fertilizer. Attached is a copy of the handout provided by Mr. Harrity. He also presented the proposed cut to the Conservation Commission on September 14th. The Conservation Commission will be scheduling a site visit to the Oaks which I will share with the Mayor and Councilors once it is confirmed.

Other

- A. **Vote to Authorize the City Manager to Take all Necessary Action for the City to Participate in the New Hampshire Department of Justice State Settlement Agreement regarding Opioid Litigation against Janssen Pharmaceuticals and Johnson & Johnson Pharmaceutical Distributors.** I received a telephone call from Deputy Attorney General James Boffetti asking the City to consider taking this action. If approved the City is agreeing NOT to seek separate legal action against this company. As a participant, the City will be able to seek certain reimbursements from the Fund for expenses incurred related to opioid responses. Attached are documents I received from Attorney Boffetti. This vote is similar to the vote taken by Council on December 13, 2021 regarding different pharmaceutical companies.
- B. **Certify the Return of Votes for the Primary and Special Municipal Elections held on September 13, 2022.** Attached is a copy of the Return of Votes.
- C. **Vote to Set Polling Hours for the November 8, 2022 State General Election & Special Municipal Election.**

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

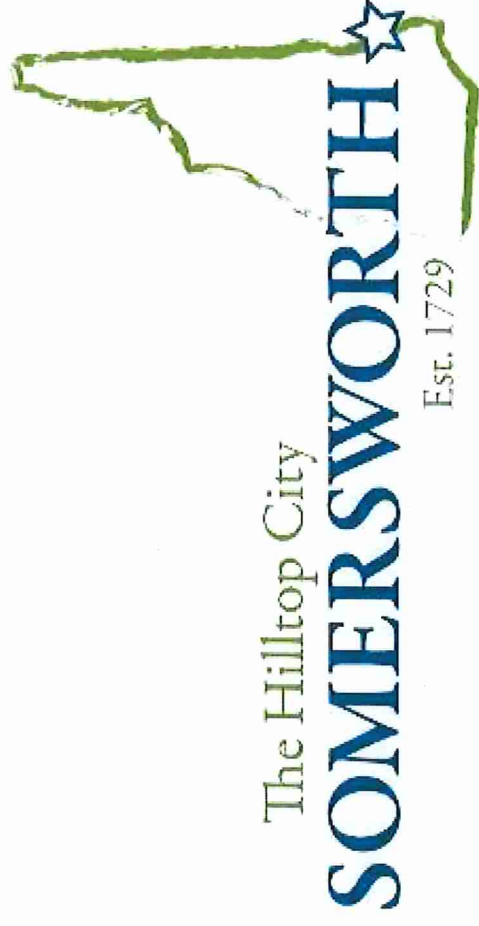
Informational Items

- A. Wastewater Treatment Plant Tour.** Attached is a copy of the handout provided by Wright Pierce Engineers at the Tour on September 14th. There was not a quorum of Council present, therefore no minutes were taken.
- B. Planting Roots in our Communities.** Breezeline volunteers will be planting two (2) trees at Millennium Park this Saturday. Attached is a copy of their planned event.

Attachments

1. Department Head Reports
2. City Attorney Certification - One (1)

COVID-19
Response



Lessons Learned

Future Preparedness

Lessons Learned – Tenants Reinforced

C3R

- Composure
 - Communication
 - Collaboration
 - Relationships

Tenants Reinforced – C3R



Briefing for Housing Authority Vaccinations – 10 March, 2021

Tenants Reinforced – C3R



SAU Drive Through Vaccination Clinic – 17 March, 2021

Tenants Reinforced – C3R



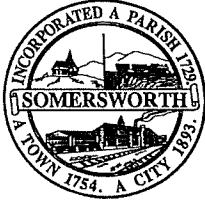
SAU Walk Through Vaccination Clinic – 16 April, 2021

Future Preparedness – Reinforce Past Success



C3R

- Composure
 - Communication
 - Collaboration
 - Relationships



City of Somersworth – Ordinance

Ordinance No: 1-23

TO AMEND CHAPTER 7, SOLID WASTE AND RECYCLING, SECTION 7.4 - FEES

September 6, 2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Ordinances of the City of Somersworth as amended, be further amended as follows:

Amend Chapter 7, Solid Waste and Recycling, Section 7.4 – Fees, by deleting it in its entirety and replacing it with the following:

Section 7.4 – Fees: Effective July 1, 2023, the retail cost of the bags shall be \$2.40 for a 30-gallon bag and \$1.85 for a 15-gallon bag. Effective July 1, 2024, the retail cost of the bags shall be \$2.65 for a 30-gallon bag and \$2.10 for a 15-gallon bag. Ten cents (.10) from the sale of each bag shall be utilized to subsidize the cost to the City for recycling or for any other cost related to solid waste and recycling collection and disposal. The cost to vendors shall be \$.02 cents less to provide financial incentive for selling the bags.

This Ordinance shall take effect upon its passage.

Authorization

Sponsored by:

David A. Witham
Donald Austin
Martin Pepin
Martin Dumont, Sr.

Approved:

City Attorney

City of Somersworth – Ordinance 1-23

History

First Read Date:	9-6-2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

9/6/2022

Ordinance 1-23 will remain in first reading until call of the Chair. Public Hearing Scheduled for next City Council meeting.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	VACANT		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			
On / /2022	Ordinance 1-23	PASSED	FAILED



City of Somersworth – Ordinance

Ordinance No: **2-23**

TO AMEND CHAPTER 4, PERSONNEL RULES & REGULATIONS, COMPENSATION SCHEDULE

September 6, 2022

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

Amend Chapter 4 by deleting the Non-Exempt Compensation Schedule for Grades 6-29 in its entirety, and replacing it with the following Non-Exempt Compensation Schedule which adjusts the scale to a standard 4% increase between each step for consistency, and adds steps 6 and 7, also with a 4% increase between steps to provide a broader pay scale:

FY2022-2023 Compensation Schedule (Effective October 1, 2022)

GRADE	Hire	1	2	3	4	5	6	7
6	12.22	12.71	13.22	13.75	14.30	14.87	15.46	16.08
7	12.81	13.32	13.86	14.41	14.99	15.59	16.21	16.86
8	13.46	14.00	14.56	15.14	15.75	16.38	17.03	17.71
9	14.14	14.71	15.29	15.91	16.54	17.20	17.89	18.61
10	14.83	15.42	16.04	16.68	17.35	18.04	18.76	19.52
11	15.59	16.21	16.86	17.54	18.24	18.97	19.73	20.52
12	16.38	17.04	17.72	18.43	19.16	19.93	20.73	21.55
13	17.20	17.89	18.60	19.35	20.12	20.93	21.76	22.63
14	18.02	18.74	19.49	20.27	21.08	21.92	22.80	23.71
15	18.96	19.72	20.51	21.33	22.18	23.07	23.99	24.95
16	19.86	20.65	21.48	22.34	23.23	24.16	25.13	26.13
17	20.89	21.73	22.59	23.50	24.44	25.42	26.43	27.49
18	21.93	22.81	23.72	24.67	25.65	26.68	27.75	28.86
19	22.99	23.91	24.87	25.86	26.90	27.97	29.09	30.25
20	24.22	25.19	26.20	27.24	28.33	29.47	30.65	31.87
21	25.40	26.42	27.47	28.57	29.71	30.90	32.14	33.42
22	26.71	27.78	28.89	30.05	31.25	32.50	33.80	35.15
23	28.02	29.14	30.31	31.52	32.78	34.09	35.45	36.87
24	29.39	30.57	31.79	33.06	34.38	35.76	37.19	38.68

**FY2022-2023 Compensation Schedule
(Effective October 1, 2022)**

GRADE	Hire	1	2	3	4	5	6	7
25	30.87	32.10	33.39	34.72	36.11	37.56	39.06	40.62
26	32.45	33.75	35.10	36.50	37.96	39.48	41.06	42.70
27	34.00	35.36	36.77	38.25	39.78	41.37	43.02	44.74
28	35.72	37.15	38.63	40.18	41.79	43.46	45.20	47.01
29	37.50	39.00	40.56	42.18	43.87	45.62	47.45	49.35

Authorization

Sponsored by Councilors:

Richard Michaud
Matt Gerding
Donald Austin
Nancie Cameron

Approved:

City Attorney

City of Somersworth – Ordinance 2-23

History

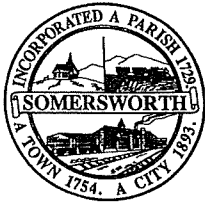
First Read Date:	9/6/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

9/6/2022

Councilor Austin made a motion to suspend Council Rules to allow for a first reading of Ordinance 2-23 by title only. The motion was seconded by Councilor Messier and passed 6-0. Ordinance 2-23 will remain in first reading until call of the Chair. Public Hearing Scheduled for next City Council meeting.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	VACANT		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			
On / /2022	Ordinance 2-23	PASSED	FAILED



City of Somersworth – Ordinance

Ordinance No: 3-23

TO AMEND CHAPTER 4, PERSONNEL RULES AND REGULATIONS SECTION 7.4.1 SICK LEAVE, AND SECTION 7.4.2 SICK LEAVE FOR EXEMPT EMPLOYEES

September 6, 2022

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

Amend Chapter 4 by deleting sections 7.4.1 Sick Leave and 7.4.2 Sick Leave for Exempt Employees and replacing it with the following:

7.4.1 Sick Leave

Sick leave is granted by the City to provide employees with the ability to take time off to recover from illness without suffering loss of pay. Sick leave is granted at the rate of one (1) day per calendar month worked, credited at the end of the month. Sick leave may be accumulated for a period of up to, but not exceeding, ninety (90) days.

Sick leave may be taken as whole days or in hourly increments. It may be used for bonafide doctor's appointments or to care for a spouse or child who is ill.

Upon termination of employment all employees entitled to sick leave will receive payment equal to one half the number of accumulated sick days not to exceed forty-five (45) days at their current rate of pay. Exempt employees will be paid out at termination after 5 consecutive years of service.

If an employee dies, the sick leave accrued will be paid to the beneficiary designated on the employee's group life insurance policy.

To receive compensation while absent on sick leave, the employee shall notify his/her department head, no later than one (1) hour after the time set for the beginning of his/her daily duties. At the discretion of the Department Head or City Manager, a doctor's certificate may be required for absence due to illness in excess of three (3) days. If the Department Head has a reasonable basis to believe or suspect an employee has abused sick leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days.

All employees who have accumulated eighteen (18) days of sick leave shall receive a personal day for each six-month period worked thereafter without using a sick day. The maximum balance will be 8 hours, requiring employees to use time before more time can be earned. These days are not paid out at termination.

Authorization

Sponsored by Councilors:

Richard Michaud
Matt Gerding
Nancie Cameron
Donald Austin

Approved:

City Attorney

City of Somersworth – Ordinance 3-23

History

First Read Date:	9/6/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

9/6/2022

Ordinance 3-23 will remain in first reading until call of the Chair. Public Hearing Scheduled for next City Council meeting.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	VACANT		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			0
On / /2022	Ordinance 3-23	PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 8-23

TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH WRIGHT PIERCE ENGINEERS OF PORTSMOUTH, NH TO DEVELOP AN ASSET MANAGEMENT PROGRAM

September 6, 2022

WHEREAS, THE City of Somersworth has received notification that the New Hampshire Department of Environmental Services has awarded the City a 100% grant in the amount of \$60,000 (Sixty Thousand dollars) to develop and implement an asset management program.; and

WHEREAS, this project can be used in conjunction with the City's sewer system collection assessment and will support the City in the planning and development of an updated sewer collection asset inventory assessment and replacement program; and

WHEREAS, City staff requested and received proposals for this project and recommends awarding the contract to Wright Pierce Engineers of Portsmouth, NH for an amount not to exceed \$60,000 (Sixty Thousand dollars); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Wright Pierce Engineers of Portsmouth, NH for an amount not to exceed \$60,000 (Sixty Thousand dollars) to develop an asset management program of the City's sewer collection system and to take any actions relative to this project determined to be in the best interest of the City.

Authorization

Sponsored by Councilors:

David Witham
Denis Messier
Martin Pepin
Kenneth Vincent

Approved:

City Attorney

City of Somersworth – Resolution 8-23

History

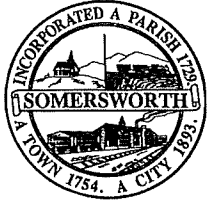
First Read Date:	9/6/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

9/6/2022

Resolution 8-23 will remain in first reading until call of the Chair.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	VACANT		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			
On	Resolution 8-23	PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 9-23

**TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH
WRIGHT PIERCE ENGINEERS OF PORTSMOUTH, NH TO
CONDUCT AN EVALUATION AND CONDITION ASSESSMENT OF
THE CITY'S SEWER COLLECTION SYSTEM**

September 6, 2022

WHEREAS, the fiscal year 2021-2022 adopted budget contains an appropriation to conduct an evaluation and condition assessment of the City's sewer collection system; and

WHEREAS, City staff requested and received proposals for this project and recommends awarding the contract to Wright Pierce Engineers of Portsmouth, NH for an amount not to exceed \$95,000 (Ninety-Five Thousand dollars); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Wright Pierce Engineers of Portsmouth, NH for an amount not to exceed \$95,000 (Ninety-Five Thousand dollars) to conduct an evaluation and condition assessment of the City's sewer collection system and to take any actions relative to this project determined to be in the best interest of the City.

Authorization	
<i>Sponsored by Councilors:</i> David Witham Denis Messier Martin Pepin Kenneth Vincent	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 9-23

History

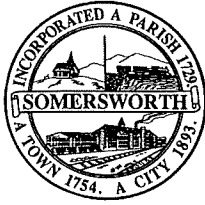
First Read Date:	9/6/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

9/6/2022

Resolution 9-23 will remain in first reading until call of the Chair.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	VACANT		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			
On	Resolution 9-23	PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 10 -23

TO AUTHORIZE THE CITY MANAGER TO PREPARE BID SPECIFICATIONS FOR SIDEWALK REPAIR AND RECONSTRUCTION PROJECTS

September 6, 2022

WHEREAS, the City of Somersworth's Capital Improvement Plan recommends sidewalk improvements throughout the City; and

WHEREAS, the Fiscal Year 2023 adopted budget contains an appropriation to make sidewalk improvements; and

WHEREAS, the City has prioritized sidewalk repair using the sidewalk condition index assessment tool; and

WHEREAS, the Public Works and Environment Committee reviewed the following staff recommended list of sidewalks to be included in a repair and reconstruction plan during Fiscal Year 2023;

- a) West High Street from Maple Street to Cemetery Road
- b) Green Street from Franklin Street to Indigo Hill Road
- c) Bartlett Avenue from Guy Street to High Street

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to prepare bid specifications and solicit bids from qualified contractors for sidewalk repair and reconstruction of the aforementioned sidewalks and take any other actions relative to this project determined to be in the best interest of the City.

Authorization

Sponsored by Councilors:

David A. Witham
Denis Messier
Martin Pepin
Kenneth S. Vincent

Approved:

City Attorney

City of Somersworth – Resolution 10-23

History

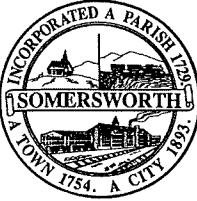
First Read Date:	9/6/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

9/6/2022

Resolution 10-23 will remain in first reading until call of the Chair.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	VACANT		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			
On Resolution 10-23		PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 12 -23

TO AMEND COUNCIL RULES AND REGULATIONS, SECTION 2, PRESIDING OFFICER AND SECTION 7, ORDER OF BUSINESS

September 6, 2022

WHEREAS, the City Council Rules and Regulations as amended, be further amended, by adding a new Section 2.E to Presiding Officers as follows:

- E. The Mayor, or the Mayor's designee, shall read the following statement immediately after the Pledge of Allegiance;

“This meeting takes place on N’Dakinna (n-DA-ki-na), which is the unceded traditional ancestral homeland of the Abenaki (a-BEN-a-ki), Pennacook and Wabanaki Peoples past and present. We acknowledge and honor with gratitude the land, waterways, living beings and the Aln8bak (Al-nuh-bak), the people who have stewarded N’dakinna throughout the generations” and,

Amend Section 7 Order of Business by adding a new Section 3 as follows, and renumber the following Sections accordingly:

3. Recognition of Indigenous People – Our Native Ancestral Americans

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Council Rules and Regulations are amended effective upon passage of this Resolution.

Authorization

Sponsored by:

Mayor Dana S. Hilliard

Councilor:

Matt Gerding

Approved:

City Attorney

City of Somersworth – Resolution 12-23

History

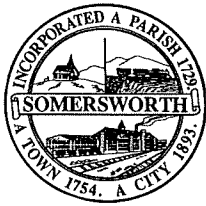
First Read Date:	9/6/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

9/6/2022

Resolution 12-23 will remain in first reading until call of the Chair. Referred to the Government Operations Committee.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	VACANT		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			
On	Resolution 12-23	PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 13-23

TO AUTHORIZE HIDEOUT GOLF, LLC TO CONDUCT A TIMBER CUT FOR MAINTENANCE PURPOSES AT THE OAKS GOLF COURSE IN SOMERSWORTH, NEW HAMPSHIRE

September 26, 2022

WHEREAS, the City of Somersworth and Hideout Golf, LLC entered into a lease agreement on September 26, 2002 for the purpose of constructing and operating a golf course on City owned property; and

WHEREAS, Hideout Golf, LLC would like to conduct a timber cut to preserve the turf health of the golf course by increasing sunlight and air flow; and

WHEREAS, additional benefits of a timber cut would include the reduction of pesticide and fertilizer applications; and

WHEREAS, Hideout Golf, LLC is responsible to obtain any permits, easements, and landowner's permission as required, as well as follow any State of New Hampshire and local laws to complete the timber cut, and;

WHEREAS, Hideout Golf, LLC is responsible for the cost of the timber cut, however, if there is any credit associated with the timber cut, Hideout Golf, LLC shall be allowed to retain the credit;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT Hideout Golf, LLC is authorized to conduct a timber cut for maintenance purposes at the Oaks Golf Course in Somersworth, New Hampshire.

Authorization

Sponsored by Councilors:

Denis Messier
Martin Pepin
David A. Witham

Approved:

City Attorney

Tree Removal

Steve Malloy (Course Superintendent), Brad Booth (Course Designer), Charles Moreno (Certified Forester), William Drake (Course Contractor)

Construction of The Oaks golf course began in 2003 and was completed in 2005. Some eight to ten years prior to course construction the fairway corridors were cut as part of a timber harvest. Twenty-five plus years of tree growth has dramatically increased the amount of shade cast on the golf course turf grass. For the reasons listed below increased shade has a devastating impact on golf course turf grass and the reasons for the proposed tree removal project.

- Morning shade prolongs wet conditions increasing humidity nurturing fungal diseases; especially during the summer months.
- During the spring and fall months increased shade allows frost to stay longer on the turf which weakens the plant.
- Winter shade extends ice and snow cover increasing the chance of winter injury, crown hydration, and the killer: freeze/thaw phenomenon.
- Any increased shade on bent grass putting surfaces promotes the infestation of annual weed grass called "*pos annua*".

The proposed tree removal project at The Oaks is aimed at preserving the turf health of the golf course by increasing sunlight and air flow. Additional benefits would include the reduction of pesticide and fertilizer applications, and allow the distribution of annual maintenance costs to be directed to improving the play areas of the golf course.

Below is a list of area golf courses that have recently done extensive tree removal projects.

Beaver Meadow Country Club	Concord, NH
Bald Peak Colony Club	Melvin Village, NH
Cochecho Country Club	Dover, NH
Concord Country Club	Concord, NH
Indian Mound Golf Club	Ossipee, NH
Laconia Country Club	Laconia, NH
Lochmere Country Club	Winnisquam, NH
Manchester Country Club	Bedford, NH
Owl's Nest Resort Club	Campton, NH
Pembroke Pines Golf Course	Pembroke, NH
Sky Meadow Country Club	Nashua, NH
Lake Winnepesaukee Country Club	New Durham, NH

Two additional notes: (1) On the next two pages is an article on the negative impact that shade creates on golf course turf grass ... the article was written by Steve Malloy; (2) **If the tree removal project is not undertaken the turf grass will continue to deteriorate to a point in the near future that it will be unsalvageable.**

Trees – A Big Problem for Golf Course Turf and Budgets

Steve Malloy

To a golfer, few things are as satisfying as playing a good game of golf on a course with mature trees lining each side of the fairway. Players come to the course for the game but also to appreciate the calming beauty that a golf course can offer. However, it has long been known that trees on golf courses can wreak havoc with turfgrass quality and playability. For us, trees and the work they create have become a part of doing business, and few players realize just how expensive trees can be. Some trees are clearly important assets to the golf course providing beauty and strategic values to the game. On the other hand, the effects of trees are a major cause of poor quality turf. The negative effect from trees on turf quality and operating budgets can be summarized as follows.

Growing Environment- The agronomic truth is that trees can make it physically impossible to grow healthy turf that plays well. Sunlight is the fuel source that runs the photosynthetic engine and tree leaves, limbs and branches block sunlight and reduce air circulation that are vital for turf health, growth and recovery. Minimal light prevents the grass plant from operating at optimum efficiency and produces weaker less wear tolerant turf. Poor air circulation reduces the cooling potential of the turf and helps raise the relative humidity levels. High humidity



infect and weaken less vigorous turf. Heavy vegetation restricts air movement which helps naturally cool the turf in hot and humid conditions.



Debris Removal- Leaf removal in the spring and fall at The Oaks runs into the thousands of dollars with labor costs including equipment. Debris removal following wind storms of many non-deciduous trees like white pines drop needles and pine cones at other times of the year which requires significant labor to clean up. Sand Bunkers also get their share of debris from twigs, acorns, fruits. etc. as this type of clean-up can be more labor intensive with time and staff depending on the intensity of the storm.



Playability – Tree debris constantly gets lodged in mowers can and dull blades of mowing maintenance equipment which produces a poor quality of cut and increases parts and labor costs. From a golfer's standpoint in spring in fall, shaded turf prolongs frost delays. At times, tree roots can clog bunker drainage lines which results in more time for water to move out of the bunker system. Surface tree roots are damaging to golf carts and shorten mowing equipment useful lifespan.

Health/Safety- Few like to admit it, but trees can damage property and injure or kill people. Potentially hazardous trees can be found on many areas of the course.



Tree Removal Plan

Charles Moreno



Tree Removal Projected Costs

- Tree Harvesting Credit ... \$15,000
- Stump Removal, Grading, and Seeding ... \$100,000

Total Projected Cost ... \$85,000

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



SEP 02 2022
RECEIVED

JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

September 1, 2022

Robert Belmore, City Manager
City of Somersworth
One Government Way
Somersworth, NH 3878
bbelmore@somersworth.com

**Re: STATE'S SETTLEMENT WITH JANSSEN
PHARMACEUTICALS/JOHNSON & JOHNSON**

Dear City Manager Belmore:

The New Hampshire Department of Justice has negotiated a settlement of all the State's opioid claims against Janssen Pharmaceuticals and Johnson & Johnson, which had been scheduled to go to trial in Merrimack County Superior Court in early September. The settlement requires the defendants to pay \$39.605 million; \$31.5 million of that amount will be dedicated exclusively to abate the opioid epidemic in this state. The settlement we negotiated represents millions more dollars than the State would have received under the national settlement we opted not to join. More importantly, we negotiated terms requiring the defendants to pay the full settlement up-front rather than spread over a period of nine years as the national settlement would have allowed.

The settlement also contains injunctive terms that ban Johnson & Johnson from selling and manufacturing opioids, promoting opioids or opioid products and conducting prescription savings programs. It also restricts Johnson & Johnson's lobbying activities and includes stringent enforcement provision to ensure compliance. We believe that New Hampshire's best interests are served by settling this case on the terms we negotiated.

You will remember from an earlier settlement with opioid distributors McKesson, Cardinal Health, and Amerisource Bergen that your jurisdiction was designated by those defendants as a "primary non-litigating subdivision." That characterization was based upon your population (i.e., 10,000 or greater) and the fact that you had not filed a lawsuit against them by the time the settlement was negotiated. All primary non-litigating subdivisions in that case were asked to

release any claims they might have against the distributors in order to settle the earlier litigation. You joined all the other primary non-litigating subdivisions in doing so.

Johnson & Johnson seeks the same type of release from primary non-litigating subdivisions in its case as the distributors received in the earlier case. Its reason is simple: it wants “global peace” for all opioid claims by the state and its subdivisions in exchange for the \$39.605 million settlement. In other words, the settlement would resolve the claims that are currently pending against Johnson & Johnson (by the litigating governmental subdivisions) and those that could have been brought (by non-litigating subdivisions) but were not.

The negotiated settlement will not be final, and the \$39.605 million will not be paid, until we receive signed releases from all the primary non-litigating subdivisions.

New Hampshire has enacted legislation that governs the disposition of any funds received as part of a consumer protection opioid settlement, such as this one with Johnson & Johnson. Under state law, 15% of those funds are distributed to the 23 political subdivisions that filed opioid lawsuits prior to September 1, 2019.¹⁹ The balance of the \$31.5 million will be deposited into the dedicated Opioid Abatement Trust Fund. (See RSA 126-A: 63-86). Your jurisdiction is eligible to apply for grants from that trust fund.

As you likely know, the Opioid Abatement Commission is currently accepting grant applications for the first distribution of opioid settlement funds obtained from previous settlements, which total approximately \$6.6 million. I encourage you to consider an application or applications for grants relevant to abating the opioid scourge in your community. Application materials can be found at <https://www.dhhs.nh.gov/about-dhhs/advisory-organizations/nh-opioid-abatement-trust-fund-advisory-commission>.

I write today to ask you and the other non-litigating subdivisions to execute and return the enclosed release form so that the State can finalize the negotiated settlement with Janssen Pharmaceuticals and Johnson & Johnson and replenish the Opioid Abatement Trust Fund with millions more in remedial funds. The \$39.05 million settlement offer will not be paid until and unless each of the primary non-litigating subdivisions join us in releasing any claims you could have but have not brought against them.

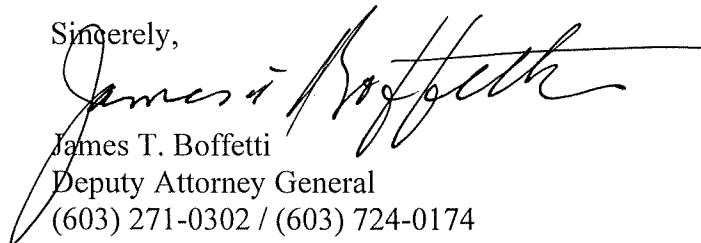
Also enclosed is a copy of the settlement agreement judgment that has been filed with the Merrimack County Superior Court. This settlement represents significant progress in our efforts against opioid manufacturers and distributors to hold them responsible for contributing to the opioid crisis. It provides substantial financial relief that can be delivered soon to New Hampshire communities to help abate this crisis. While no amount of money would be enough, this settlement is a significant improvement over the national settlement; combined with other settlements against other defendants, it will make a meaningful difference in the lives of those dealing with opioid use disorder.

¹⁹ The 23 subdivisions include all 10 counties plus Belmont, Berlin, Claremont, Concord, Derry, Dover, Franklin, Keene, Laconia, Londonderry, Manchester, Nashua and Rochester.

We hope that you will join us in this settlement. Time is of the essence in finalizing this settlement. We need to return signed releases to the defendants by the end of September.

I am available at your convenience to answer any of your question.

Sincerely,



James T. Boffetti
Deputy Attorney General
(603) 271-0302 / (603) 724-0174
james.t.boffetti@doj.nh.gov

JTB/cbw
Enclosures

JANSSEN NEW HAMPSHIRE STATE-WIDE OPIOID SETTLEMENT AGREEMENT

I. Overview

In accordance with the Term Sheet executed by Janssen and the State of New Hampshire on August 29, 2022, this settlement agreement (the “*Agreement*”) sets forth the terms and conditions of a settlement agreement between and among Janssen, the State of New Hampshire, and Participating Subdivisions (as those terms are defined below). Janssen has agreed to the below terms for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
2. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, that have allegedly been caused by Janssen.
3. “*Attorney*” means any of the following retained through a legal contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision.
4. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

5. “*Claim Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
6. “*Compensatory Restitution Amount*” means the aggregate amount of payments by Janssen hereunder other than amounts used for attorneys’ fees and costs.
7. “*Consent Judgment*” means a consent judgment in the form attached as Exhibit E.
8. “*Court*” means the court to which the Agreement and the Consent Judgment are presented for approval and/or entry.
9. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.
10. “*Effective Date*” means the date on which this Agreement is executed by the State and Janssen.
11. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
12. “*Janssen National Settlement Agreement*” means the J&J Master Settlement Agreement, including exhibits, a copy of which is attached as Exhibit H hereto.

13. *"Litigating Subdivision"* means a Subdivision (or Subdivision official asserting the right of or for the Subdivision or the State to recover for alleged harms to the Subdivision, the State, and/or the people thereof) that brought any Released Claims against any Released Entity on or before the Effective Date that were not separately resolved prior to that date. A list of all Litigating Subdivisions known to the Parties is included in Exhibit F hereto.
14. *"Non-Litigating Subdivision"* means a Subdivision that is not a Litigating Subdivision.
15. *"Non-Party Covered Conduct Claim"* means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
16. *"Non-Party Settlement"* means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
17. *"Non-Released Entity"* means an entity that is not a Released Entity.
18. *"Participating Subdivision"* means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.
19. *"Parties"* means Janssen and the State of New Hampshire (each, a *"Party"*).
20. *"Product"* means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or "cocktail" of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, "Product" does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. "Product" includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. "Product" also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.
21. *"Released Claims"* means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, "Released Claims" include any Claims that have been asserted against the Released Entities by the State or any of its

Litigating Subdivisions in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by the State, any of its Subdivisions, or any Releasors (whether or not such State, Subdivision, or Releasor has brought such action or proceeding), provided the Covered Conduct occurs prior to the Effective Date. Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct, provided the Covered Conduct occurs prior to the Effective Date. The Parties intend that "Released Claims" be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Subdivision or other non-party Subdivision after the Effective Date that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

22. "*Released Entities*" means Janssen and (1) all of Janssen's past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen's insurers (solely in their role as insurers with respect to the Released Claims); (4) all of Janssen's, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, the entities listed in Exhibit D are not Released Entities; and provided further that any joint venture partner of Janssen or Janssen's subsidiary is not a Released Entity unless it falls within subsections (1)-(5) above. A list of Janssen's present subsidiaries and affiliates is attached as Exhibit G. Janssen's predecessor entities include but are not limited to those entities listed on Exhibit A. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Janssen after the Effective Date is not a Released Entity.
23. "*Releasors*" means (1) the State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of the State's Attorney General and/or Participating Subdivision to release the Claims, (a) the State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public

instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Subdivisions in the State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State or Subdivision in the State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority, which shall be attached as an exhibit to the Agreement. The State's Attorney General represents that he or she has or has obtained the authority set forth in the Representation and Warranty subsection of Section IV.

24. "*Special District*" means a formal and legally recognized sub-entity of the State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts.
25. "*State*" means the State of New Hampshire.
26. "*Subdivision*" means a formal and legally recognized sub-entity of the State that provides general governance for a defined area, including a county, city, town, village, or similar entity. Unless otherwise specified, "*Subdivision*" includes all functional counties and other functional levels of sub-entities of the State that provide general governance for a defined area. Historic, non-functioning sub-entities of the State are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. For purposes of this Agreement, the term Subdivision also includes Special Districts.
27. "*Settlement Participation Form*" means the form attached as Exhibit B that Participating Subdivisions must execute and return to Janssen and the State of New Hampshire, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision's claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision.

III. Injunctive Relief

As part of the Consent Judgment, the Parties agree to the injunctive relief terms attached as Exhibit C.

IV. Release

A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. The State of New Hampshire (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the State and its Attorney General to release claims. The Release shall be a complete bar to any Released Claim.

B. *Claim Over and Non-Party Settlement.*

1. *Statement of Intent.* It is the intent of the Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Agreement;
- b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
- c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
- e. The provisions of this subsection IV.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care

practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection IV.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection IV.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection IV.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by Janssen:
 - a. Janssen shall notify that Releasor of the Claim-Over within thirty (30) days of the assertion of the Claim-Over or thirty (30) days of the Effective Date of this Agreement, whichever is later;
 - b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Agreement;
 - c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
 - (1) Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

- (2) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (4) Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - (5) Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (6) Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
 - (7) Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim Over.
- d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement.
 - e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by the court that enters the Consent Judgment pursuant to Section X.
5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection IV.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Janssen shall notify the State, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.
- C. *General Release.* In connection with the releases provided for in the Agreement, the State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will expressly waive, release, and forever discharge any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other

jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the State (for itself and its Releasors) and each Participating Subdivision (for itself and its Releasors) will expressly waive and fully, finally, and forever settle, release and discharge, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the State's decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement, and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.
- E. *Representation and Warranty.* The signatories hereto on behalf of the State expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) the State; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of the State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from the State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- F. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the settlement funds or any portion thereof, or by the enactment of future laws, or by any seizure of the settlement funds or any portion thereof.

- G. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

V. Monetary Relief and Payments

- A. As consideration for the releases from the State and Participating Subdivisions provided in Section IV above and the Settlement Participation Forms specified in Section VII and Exhibit B below, Janssen shall pay the State a lump sum of \$39,605,617.59 within 15 days after the entry of the Consent Judgment to be filed under Section VIII after delivery to Janssen of Settlement Participation Forms executed by all Subdivisions listed on Exhibit F.
- B. Within 15 days after the entry of the Consent Judgment to be filed under Section VIII after delivery to Janssen of Settlement Participation Forms executed by all Subdivisions listed on Exhibit F, Janssen shall pay into an escrow account designated by Joseph Tann, Esq. a lump sum equal to the amount that attorneys for Participating Subdivisions would have received from the Contingency Fee Fund established under the Janssen National Settlement Agreement, had the Participating Subdivisions joined that settlement. That amount is presently estimated to be \$919,617.30, but the final amount due shall be determined by Mr. Tann, applying the methodology specified in Exhibit R to the Janssen National Settlement Agreement. Mr. Tann shall direct the escrow agent to disburse the escrowed funds to attorneys for the Participating Subdivisions in accordance with his determination of the amount that would have been received by each attorney.

VI. Intra-State Allocation

Janssen's payments shall be allocated as determined by the State and its Subdivisions and pursuant to the State's Opioids Abatement Trust Fund legislation.

VII. Participation by Subdivisions

A. Subdivision may become a Participating Subdivision by returning an executed Settlement Participation Form to Janssen and the State and upon prompt dismissal of its legal action pursuant to the terms of this Agreement and the Settlement Participation Form.

VIII. Filing of Consent Judgment and Dismissals with Prejudice

No later than 15 days from delivery to Janssen of Settlement Participation Forms for all Subdivisions listed on Exhibit F, the State and Janssen will proceed to file the Consent Judgment. No later than 30 days after receipt of Janssen's payments under Section V, the State and the

Participating Subdivisions shall dismiss all actions asserting Released claims with prejudice.

IX. Attorney Fee and Cost Payments

- A. Janssen shall not be responsible for making payments for State's or any Participating Subdivision's attorneys' fees and costs beyond the amounts paid under Section V.
- B. An Attorney may not receive any payment for attorney fees unless the Attorney represents that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to Released Claims against Released Entities brought after the Effective Date.

X. Enforcement and Dispute Resolution

- A. The terms of the Agreement and Consent Judgment applicable to the State will be enforceable solely by the State and Janssen.
- B. Janssen consents to the jurisdiction of the Court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection X.D for resolution in the Court in which the Consent Judgment is filed.
- C. The parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this section to resolve the dispute.
- D. Disputes not resolved informally shall be resolved in the Court that entered the Consent Judgment.

XI. Miscellaneous

- A. *No Admission.* Janssen does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.
- B. *Nature of Payment.* Janssen, the State, and the Participating Subdivisions acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:
 - 1. Janssen has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
 - 2. The State and the Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for the Alleged Harms allegedly suffered by the State and Participating Subdivisions;
 - 3. By executing this Agreement the State and the Participating Subdivisions certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the

- aggregate, of the Alleged Harms allegedly suffered by the State and Participating Subdivisions; and (b) the portion of the Compensatory Restitution Amount received by the State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by the State or Participating Subdivision;
4. The payment of the Compensatory Restitution Amount by Janssen constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for Alleged Harms allegedly caused by Janssen;
 5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the State and Participating Subdivisions to the same position or condition that they would be in had the State and Participating Subdivisions not suffered the Alleged Harms;
 6. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to the State, any Participating Subdivision, or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in this subsection XI.B, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and
 7. The State, on behalf of all itself and Participating Subdivisions (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.

C. *Tax Reporting and Cooperation.*

1. Upon request by Janssen, the State and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in subsection XI.B to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.
2. Without limiting the generality of this subsection XI.C, the State and each Participating Subdivision shall cooperate in good faith with Janssen with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The State, on behalf of itself and Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "Appropriate Official").
 4. For the avoidance of doubt, neither Janssen nor the State and Participating Subdivisions make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).
- D. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State or a Released Entity. The State may not assign or otherwise convey any right to enforce any provision of this Agreement.
- E. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.
- F. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.
- G. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment.
- H. *Entire Agreement.* This Agreement, its exhibits and any other attachments embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- I. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

- J. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- K. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- L. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.
- M. *Severability.* If any provision of this Agreement—excepting Section IV (Release), Section V (Monetary Relief and Payments), Section VII (Participation by Local Governments), Section IX (Attorney Fee and Cost Payments), Section XI.B (Nature of Payment), and Section XI.C (Tax Reporting and Cooperation)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- N. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

For Janssen:

Charles C. Lifland
Daniel R. Suvor
400 South Hope Street, 18th Floor Los Angeles, CA 90071
Phone: (213) 430-6000
clifland@omm.com
dsuvor@omm.com

For the Attorney General:

James T. Boffetti
Deputy Attorney General

New Hampshire Department of Justice
33 Capitol Street, Concord, NH 03301
Phone: (603) 271-0302
James.T.Boffetti@doj.nh.gov

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- O. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- P. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- Q. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Janssen and its respective successors and assigns. Janssen shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Janssen's obligations under this Agreement.
- R. *Modification, Amendment, Alteration.* This Agreement may be modified, amended, or altered by a written agreement of the Parties or, in the case of the Consent Judgment, by court proceedings resulting in a modified judgment of the Court. For purposes of modifying this Agreement or the Consent Judgment, Janssen may contact the New Hampshire Attorney General to coordinate this process.
- S. *Termination.*
 - 1. Unless otherwise agreed to by Janssen and the State, this Agreement and all of its terms (except subsection X.I.L and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the State, and the Agreement and all orders issued by the Court pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:
 - a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the State by a court of competent jurisdiction on or before one hundred eighty (180) days after Janssen's payment under Section V; or

- b. This Agreement or the Consent Judgment has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
- 2. If this Agreement is terminated with respect to the State and its Participating Subdivisions for whatever reason pursuant to subsection XI.S.1, then:
 - a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Janssen and the State in question shall be in the same position with respect to the statute of limitation as they were at the time the State filed its action; and
 - b. Janssen and the State and its Participating Subdivisions shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Janssen and the State and its Participating Subdivisions shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.
- T. *Governing Law.* Except as otherwise provided in the Agreement, this Agreement shall be governed by and interpreted in accordance with the laws of New Hampshire, without regard to the conflict of law rules of New Hampshire.

Approved:

Dated: August 31, 2022

JOHNSON & JOHNSON, JANSSEN
PHARMACEUTICALS, INC., ORTHO-MCNEIL-
JANSSEN PHARMACEUTICALS, INC. N/K/A
JANSSEN PHARMACEUTICALS, INC., AND
JANSSEN PHARMACEUTICA INC. N/K/A
JANSSEN PHARMACEUTICALS, INC.

By: 

Marc Larkins, Corporate Secretary

Dated: August 31, 2022

THE STATE OF NEW HAMPSHIRE

By:

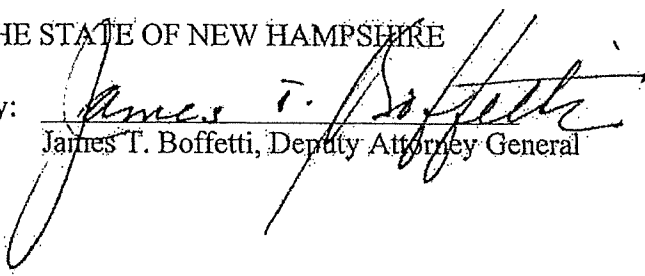

James T. Boffetti, Deputy Attorney General

EXHIBIT B

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 31, 2022 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 30 days of the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition

of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

8. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

9. This Settlement Participation Form shall be deemed effective as of the Effective Date of the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DEMOCRATIC	WARD ONE	WARD TWO	WARD THREE	WARD FOUR	WARD FIVE	TOTAL
For Governor Vote for not more than 1						
Tom Sherman	143	87	73	144	83	530
WRITE INS:						
For United States Senator Vote for not more than 1						
Maggie Hassan	152	105	76	149	74	556
Paul J. Krautman	10	5	1	13	10	39
John Riggieri	3	2	2	2	7	16
WRITE INS:						
For Representative in Congress Vote for not more than 1						
Chris Pappas	159	108	77	157	85	586
WRITE INS:						
For Executive Councilor Vote for not more than 1						
Dana S. Hilliard	154	102	72	154	87	569
WRITE INS:						

For State Senator Vote for not more than 1						
David H. Watters	158	104	72	151	85	570
WRITE INS:						
For State Representatives Vote for not more than 4						
Cecilia Rich	130	81	66	123	71	471
Jeffrey Rich	119	75	54	112	68	428
Kenneth Vincent	138	90	60	127	76	491
Gerri Cannon	139	82	64	129	72	486
WRITE INS:						

DEMOCRATIC	WARD ONE	WARD TWO	WARD THREE	WARD FOUR	WARD FIVE	TOTAL
For Sheriff Vote for not more than 1						
Mark Brave	152	102	71	146	84	555
WRITE INS:						
For County Attorney Vote for not more than 1						
Thomas P. Velardi	153	105	72	151	83	564
WRITE INS:						

For County Treasurer Vote for not more than 1						
Pamela J. Arnold	149	101	72	149	81	552
WRITE INS:						
For Register of Deeds Vote for not more than 1						
Catherine Berube	157	104	74	147	83	565
WRITE INS:						
For Register of Probate Vote for not more than 1						
WRITE INS:						
For County Commissioners Vote for not more than 3						
Deanna Rollo	134	87	66	133	68	488
Robert J. Watson	139	87	58	123	69	476
George Maglaras	127	86	64	130	69	476
WRITE INS:						

REPUBLICAN	WARD ONE	WARD TWO	WARD THREE	WARD FOUR	WARD FIVE	TOTAL
For Governor Vote for not more than 1						
Thaddeus P. Riley	8	19	22	12	10	71
Chris Sununu	180	119	109	140	65	613
Karen Testerman	27	11	16	11	3	68
Julian M. Acciard	5	2	4	9	5	25
Jay Lewis	1	0	3	0	2	6
Richard A. Mcmenamon II	1	2	0	1	1	5
WRITE INS:						

For United States Senator <small>Vote for not more than 1</small>						
Vikram Mansharamani	25	14	9	15	9	72
Andy Martin	1	3	1	1	2	8
Chuck Morse	76	40	33	45	19	213
Tejasinha Sivalingam	0	1	1	1	0	3
Kevin H. Smith	24	16	24	31	10	105
Gerard Beloin	2	1	0	0	0	3
John Berman	0	1	2	2	3	8
Donald C. Bolduc	82	69	68	61	37	317
Bruce Fenton	6	6	11	16	8	47
Dennis Lamare	3	1	1	1	0	6
Edmond Laplante, Jr.	0	0	3	0	1	4
WRITE INS:						
For Representative in Congress <small>Vote for not more than 1</small>						
Matt Mowers	67	42	55	33	21	218
Russell Prescott	11	15	6	16	9	57
Kevin R. Rondeau	0	4	0	2	2	8
Gilead R. Towne	0	2	1	2	0	5
Tom Alciere	0	1	0	1	2	4
Tim Baxter	33	10	11	28	18	100
Gail Huff Brown	29	20	14	22	12	97
Mark Kilbane	1	0	2	0	0	3
Karoline Leavitt	69	56	67	67	23	282
Mary Maxwell	3	0	1	2	2	8
WRITE INS:						
For Executive Councilor <small>Vote for not more than 1</small>						
Joseph D. Kenney	161	116	120	130	66	593
WRITE INS:						

For State Senator Vote for not more than 1						
Seamus Casey	155	112	123	127	68	585
WRITE INS:						

REPUBLICAN	WARD ONE	WARD TWO	WARD THREE	WARD FOUR	WARD FIVE	TOTAL
For State Representatives Vote for not more than 4						
Ken Hilton	149	96	102	125	68	540
Steve McMahon	122	75	86	86	48	417
Matthew L. Spencer	141	82	91	96	50	460
Nick Boyle	128	83	90	96	57	454

WRITE INS:

For Sheriff Vote for not more than 1						

WRITE INS:

For County Attorney Vote for not more than 1						

WRITE INS:

REPUBLICAN	WARD ONE	WARD TWO	WARD THREE	WARD FOUR	WARD FIVE	TOTAL
For County Treasurer Vote for not more than 1						
Sherry Beadoin	133	96	109	108	56	502

WRITE INS:

For Register of Deeds Vote for not more than 1						
Warren W. Smtih	142	110	118	114	64	548

WRITE INS:

For Register of Probate Vote for not more than 1						
Nancy Sirois	143	104	117	116	64	544
WRITE INS:						
For County Commissioners Vote for not more than 3						
Fergus Cullen	127	87	97	88	50	449
Susan DeLemus	120	82	102	99	53	456
Jonathan T. Otterson	116	75	100	93	55	439
WRITE INS:						
REPUBLICAN	WARD ONE	WARD TWO	WARD THREE	WARD FOUR	WARD FIVE	TOTAL
For Delegates to the State Convention Vote for not more than 4						
Nicholas Hubbard	107	70	89	87	52	405
Deborah Mears	93	70	73	84	48	368
Charles Preston	109	70	65	78	44	366
Christine Preston	90	63	71	74	33	331
Susan Tierney	85	61	76	86	41	349
WRITE INS:						

2022 Special Municipal Election September 13, 2022						
Ward Boundary Adjustment Question	WARD ONE	WARD TWO	WARD THREE	WARD FOUR	WARD FIVE	TOTAL
YES	295	191	178	261	143	1068
NO	78	51	50	63	29	271

Wastewater Treatment Facility Upgrade

Somersworth, New Hampshire



Construction of 80-foot diameter pre-cast concrete secondary clarifier.

In 2015, the City of Somersworth hired Wright-Pierce to perform an evaluation of the treatment capacity of the facility and identify the modifications required for simultaneous operation of both existing aeration trains.

Following the evaluation, Wright Pierce prepared the design for the aeration train upgrade in 2016. Concurrently, Wright Pierce assisted the city in issuing the draft comprehensive Wastewater Facility Plan. High priority items identified in the plan were incorporated into the upgrade, which began construction in 2020 and ultimately consisted of:

- Construction of a third secondary clarifier.
- Replacement of mechanical aeration tank mixers with a large bubble mixing system.
- Installation of new influent screens in the headworks.
- Installation of a second dewatering centrifuge, polymer feed system, and sludge conveyors.
- Aeration blower, piping, and control replacement to allow for balanced air flow to aeration trains.
- Replacement of aeration tank recycle and RAS/WAS pumps.
- Code-related upgrades to the Operations Building including subdividing spaces, plumbing, HVAC, interior roof access stairs and fire safety work.
- Repaved site and repaired site fencing

Client Contact

City of Somersworth, NH

99 Buffumsville Road
Somersworth, NH 03878

Jamie Wood

Chief Operator
603.692.2418
jwood@somersworth.com

Contractor Contact

Apex Construction, Inc.

361 Route 108
Somersworth, NH 03878

Construction Cost: \$11,182,500

Highlights

- City received Eversource energy efficiency incentive rebates.
- Facility may now process a peak design flow of 5.9 MGD.
- Can provide treatment for effluent total nitrogen and phosphorous
- Treated subsurface soil and groundwater contamination
- Improved influent screening to protect downstream assets

Dates

Preliminary Design: 2016 – 2018

Final Design: 2018 – 2019

Construction: 2020 – 2022

Key Wright-Pierce Personnel

Tim Vadney, Lindsey Shields, Doug Hankins, Kattie Hartwell, Jeff Mercer, Roy Babylon



September 21, 2022

Michael J. Bobinsky
Director of Public Works & Utilities
City of Somersworth
Somersworth, NH 03878

Dear Michael:

Breezeline is excited to work with the City of Somersworth for our upcoming tree-planting event, "Planting Roots in our Communities," on September 24, 2022. In an effort to give back to our local communities, Breezeline colleagues throughout our 13-state footprint will plant trees in multiple locations at no cost to partner organizations on Saturday, September 24, 2022.

We welcome the opportunity to participate with your organization for this event. Please read the terms and conditions in the Tree Planting Agreement below, and return the signed agreement to my attention. We appreciate your continued support and look forward to a successful event.

Please do not hesitate to contact me if you have any questions at cduarte@breezeline.com.

Sincerely,

Melissa Williams
Marketing Manager

TREE PLANTING AGREEMENT

Purpose: To set forth the terms of a tree planting event between Cogeco US Finance, LLC d/b/a Breezeline (“BZL”) and City of Aiken (“PARTNER”) (together and separately as “Parties” and “Party”).

Event Overview:

BZL will donate three (3) trees to Millennium Park located at 99 Stackpole Road, Somersworth, NH. BZL shall dig the hole to plant the tree, plant the tree and ensure that the City of Somersworth shall have adequate instructions for the care of the tree. BZL shall have the right to publish photographs and stories/testimonials about the tree planting activity. BZL shall use Millennium Park’s premises to host a lunch for the volunteers from BZL and shall be responsible for the correct disposal of any trash associated with lunch.

Partner Responsibilities

The City of Somersworth shall grant access to Millennium Park’s premises for BZL team members for the duration of the Event. This shall include:

- (If applicable) Access to the restrooms and designated contact who is able to access the restrooms on the premises.
- Permission to access a picnic area, where BZL can provide lunch to BZL participants.
- Access to trash and recycling receptacles.
- Identifying and confirming where the trees shall be planted with the approval of The City of Somersworth.
- Marking the tree planting locations clearly, so there is no confusion on the day of the planting.
- The City of Somersworth will contact Dig Safe and clearly mark off the space that has been approved for planting.
- The City of Somersworth acknowledges and agrees that existing landscaping may have to be removed, altered or disturbed as part of the event.

Disclaimer of Representations and Warranties:

PARTNER recognizes, acknowledges, and agrees that the tree provided as part of the project and all services for the installation and planting thereof are provided “as is” and BZL expressly disclaims any and all expressed or implied warranties, including but not limited to any warranties about the health or condition of the tree(s) to be installed or fitness for a particular purpose. BZL does not represent, warrant, or otherwise guarantee that the tree planted as part of the event will survive or be without issue, nor that the event will not have undesired future effects to the property.

Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Accepted and agreed to:

Breezeline

By: _____

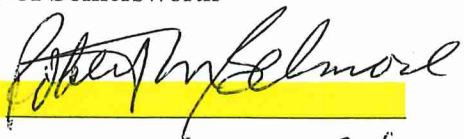
Name: Andy Walton

Title: Head of Corporate Communications


Date:

Accepted and agreed to:

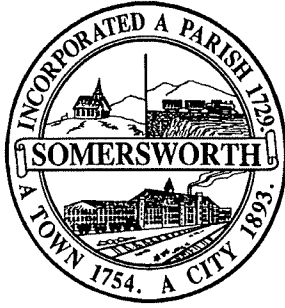
City of Somersworth

By: 

Name: 

Title: 

Date: 



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: September 20, 2022

Re: **Monthly Report**

Finance Department:

- Prepared for FY 2021-2022 Audit. Field work scheduled to begin in October with our auditors, Plodzik and Sanderson.
- Met with departments and worked on FY2024-2029 Capital Improvement Program.
- Completed State form MS-434 and MS-535 for tax rate setting purposes.
- Started the conversion on the City's domain from .com to .gov.
- Request for Bids:
 - Snowplowing/Hauling Services – Due October 6, 2022
 - Jules Bisson Basketball Court Resurfacing – Due October 6, 2022

City Clerk:

- Prepared for and took minutes at one scheduled City Council meeting and standing committee meetings during the month.
- Total collections for the month were \$12,350.
- Permits:
 - Butterflies of Hope
 - Share Fund, Inc.
 - Aqualite

Tax Collector

- Motor vehicle registrations were a total of \$185,905 during the month.
- Collected \$6,205 for Municipal Transportation Fund during month.
- Total receipts for the month were \$4,196,980.

Human Services:

- Total assistance for the month was \$1,585. That compares to \$5,303 for the month of August 2021 and \$1,581 for July 2022.
- 4 new cases were opened compared to 4 in 2021.
- 4 cases were approved for varying levels of assistance with 3 denials, 1 case pending, and 1 case withdrawn. 58 cases were referred to other agencies for support.
- The office received a generous donation of 50 bags with a variety of household items such as soap, shampoo, toothpaste, socks, hats, gloves, etc. for teens and families.

Library

- The Library worked with the Recreation Department to host Kids Camp and it was well received.
- The Library hosted a felting workshop and an invasive plants program during the month.
- The Library had a very successful summer reading program this year.

Assessing

- The Assessing Department continues to work on cycled inspections for FY22-23.
- The Assessor is completed the State form MS-1 due September 1.

Information Technology

- Spent time in general server maintenance, checked systems, checked and cleared logs.
- Replaced some PC for various staff.

Date: August 31, 2022

To: Bob Belmore, City Manager

From: Michelle Mears, AICP
Director of Planning and Community Development & D.D.S. Staff

Re: Department of Development Services August 2022 - Monthly Report

In addition to the Department's various activities listed in the attached staff reports, City Staff attended or assisted with the following Land Use Board meetings.

- Zoning Board – No meeting
- Conservation Commission – No meeting
- Planning Board – August 17
- SRTC – August 3 & 10
- Historic District Commission meeting – August 24

Building and Health Departments

MAJOR Building Permits Applied for August 2022

Address		Construction Costs	Fees
3	Guy St	\$ 105,000.00	\$ 970.00
122	Sherwood Glen	\$ 50,605.00	\$ 480.45
32	Gator Rock Rd	\$ 1,300,000.00	\$ 11,725.00
7	Sandlot Ln	\$ 240,000.00	\$ 2,185.00
23	Whippoorwill Way	\$ 225,000.00	\$ 2,050.00
231	Sherwood Glen	\$ 38,390.00	\$ 370.51
Totals		\$ 1,958,995.00	\$ 17,780.96

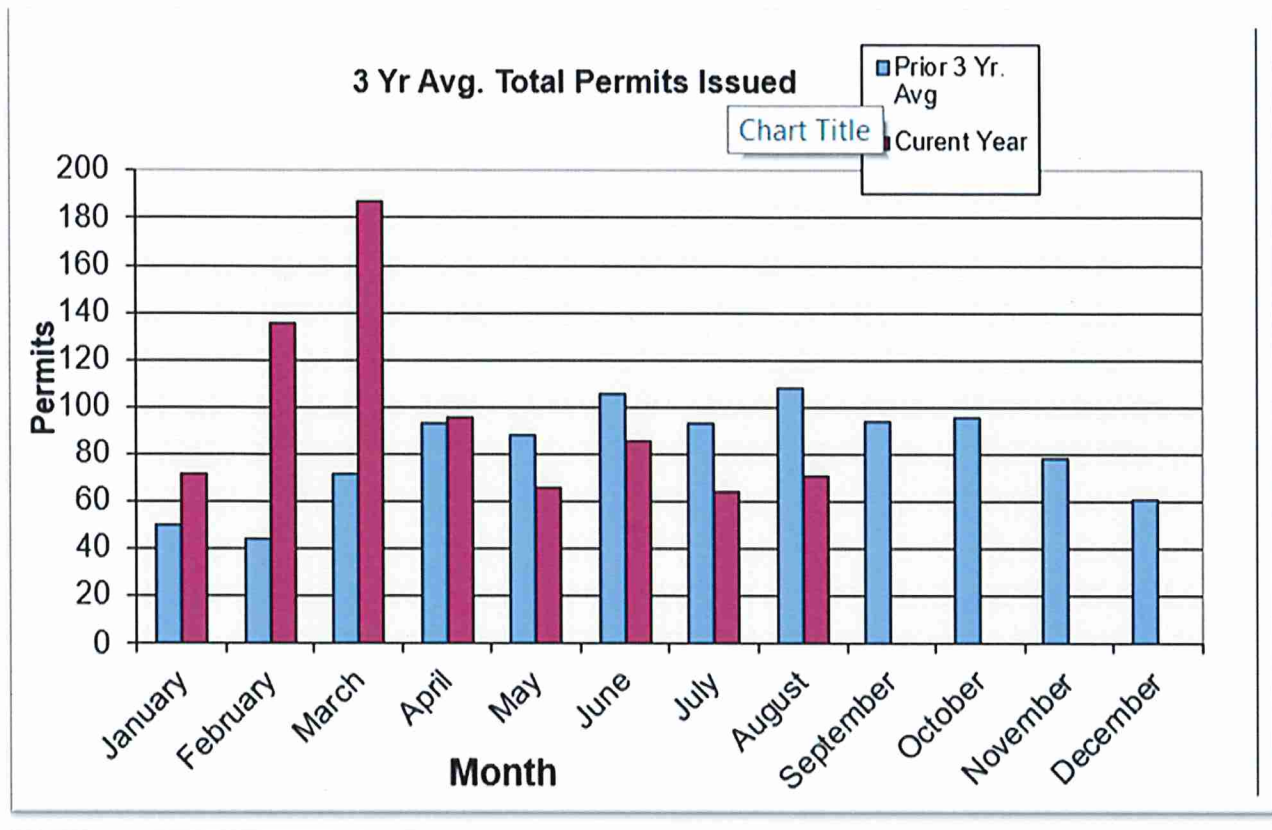
MINOR Building Permits Applied for August 2022

Address		Construction Costs	Fees
2	Morning St	\$ 950.00	\$ 33.55
399	High St	\$ 450.00	\$ 30.40
182	Green St	\$ 10,000.00	\$ 145.00
189	Blackwater	\$ 8,200.00	\$ 98.80
63	Hickory Ln	\$ 20,000.00	\$ 205.00
65	Lily Pond Rd	\$ 1,000.00	\$ 37.00
24	Lil-Nor	\$ 3,922.00	\$ 60.60
24	Rocky Hill Rd	\$ 28,736.00	\$ 283.62
37	Whippoorwill Way	\$ 32,000.00	\$ 288.00
146	Indigo Hill Rd	\$ 350.00	\$ 31.30

440	High St	\$ 19,227.00	\$ 198.04
2	Molly Ln	\$ 39,508.00	\$ 380.58
92	Colonial Village	\$ 17,000.00	\$ 178.00
23	Sunset	\$ 48,400.00	\$ 460.60
7	Horne St	\$ 4,653.00	\$ 66.87
16	Summer	\$ 3,570.00	\$ 57.13
409	Main St	\$ 9,000.00	\$ 106.00
4	Acorn Ln	\$ 8,292.00	\$ 99.60
2	Nadeau	\$ 11,499.00	\$ 128.49
317	Main	\$ 11,800.00	\$ 131.20
232-234	High St	\$ 4,020.00	\$ 61.18
11-13	Green St	\$ 665.00	\$ 30.99
200	Maple	\$ 6,945.00	\$ 88.00
15	Oakridge Dr	\$ 1,400.00	\$ 41.80
149	High St	\$ 15,000.00	\$ 160.00
164	Colonial Village	\$ 3,649.27	\$ 57.84
8	Oakridge Dr	\$ 31,442.00	\$ 304.00
15	Lil-Nor	\$ 19,235.00	\$ 198.12
472	Old Rochester Rd	\$ 500.00	\$ 29.50
Totals		\$ 410,138.27	\$ 4,541.74

Permit Receipts as of August 31st, 2022

PERMIT RECEIPTS					
	2020	2021	2022	DIFFERENCE this year to last	% OF CHANGE
January	\$13,195.23	\$8,599.31	\$10,660.43	\$2,061.12	24.0%
February	\$13,438.09	\$6,590.61	\$31,019.26	\$24,428.65	370.7%
March	\$24,077.27	\$46,267.60	\$25,904.65	-\$20,362.94	-44.0%
April	\$10,871.58	\$27,779.60	\$26,246.19	-\$1,533.40	-5.5%
May	\$19,665.79	\$33,736.68	\$11,141.09	-\$22,595.59	-66.0%
June	\$13,079.55	\$51,947.53	\$37,046.22	-\$14,901.31	-28.0%
July	\$16,816.46	\$18,776.42	\$9,648.31	-\$9,128.11	-48.0%
August	\$23,823.08	\$46,171.98	\$25,716.69	-\$20,455.29	-44.0%
September	\$23,396.60	\$13,805.11	\$0.00		
October	\$16,152.79	\$18,139.91	\$0.00		
November	\$12,376.38	\$8,476.08	\$0.00		
December	\$6,925.03	\$8,858.58	\$0.00		
Year total	\$193,817.84	\$289,149.41	\$179,382.84		
Difference of change this year to last (completed months only)	\$193,817.84	\$193,697.75	\$179,382.84	-\$14,314.91	-7.4%



Property Maintenance August 2022

*Notification Issue meaning: CN – Courtesy Notice; NOV – Violation Notice; COMPLAINT – Summons filed with Court

Location		Complaint Type	Date of Complaint	Notifications Issued	Status
1	Beacon	Trash	8/21/22	CN	COMPLETED
85	Elm	Trash	8/7/22	CN	COMPLETED
38-40	Franklin	Trash	8/6/22	CN	COMPLETED
112-114	Green	Trash	8/7/22	CN	COMPLETED
42-46	Green	Trash	8/14/22	CN	COMPLETED
48	Green	Trash	8/21/22	CN	COMPLETED
7	Grove	Grass	8/21/22	CN	COMPLETED
18	Highland	Trash	8/21/22	CN	COMPLETED
153	Indigo Hill	Trash	8/7/22	CN	COMPLETED
151	Indigo Hill Rd	Trash	8/7/22	CN	COMPLETED
154	Indigo Hill Rd	Grass	8/21/22	CN	COMPLETED
296	Main	Trash	8/11/22	NOV	COMPLETED
283-285	Main	Trash	8/21/22	CN	COMPLETED

294	Main	Grass	8/21/22	CN	COMPLETED
324	Main	Grass	8/14/22	CN	COMPLETED
384	Main	Grass	8/14/22	CN	COMPLETED
357	Main	Grass	8/14/22	CN	COMPLETED
356	Main	Grass	8/21/22	CN	COMPLETED
247	Main	Grass	8/21/22	CN	COMPLETED
347	Main	Grass	8/21/22	CN	COMPLETED
21	Rita	Trash	8/7/22	CN	COMPLETED
11	Silver	Grass	8/7/22	CN	COMPLETED
20-22	Spring	Trash	8/7/22	CN	COMPLETED
13-15	Summer	Trash	8/7/22	CN	COMPLETED
81	Union	Trash	8/21/22	CN	COMPLETED
2	Union	Grass	8/14/22	CN	COMPLETED
113	Union	Grass	8/14/22	CN	COMPLETED
62	Green	MPV	8/7/22	NOV	PENDING
341	High	Structure Violation	8/7/22	NOV	PENDING
442	High	Zoning Violation	7/9/22	NOV	PENDING
20-30	Market	Site Plan Violation	8/7/22	NOV	PENDING
59	Waltons Way	Site Plan Violation	11/9/21	NOV	PENDING

PLEASE NOTE – All matters shown as “Completed” were active matters which were closed in the month of August 2022 due to violations being brought into compliance. All matters shown as “Pending” are current, active matters.

- In the month of August, 2022, twenty-six (26) open matters became compliant and were closed.
- In August 2022, the Code Compliance Office issued:
 - Twenty-six (26) Courtesy Notices; and
 - Four (4) Violation Notices

Land Use Boards:

Conservation Commission:

- No meeting in August.

Historic District Commission:

- Victoria Bourque 34 Highland Street, in the Historic Moderate Density (HMD) District, Assessor’s Map 11 Lot 45, HDC#17-2022. Application to repair porch and replace windows was continued.

- Marian Carcea 6 Main Street, in the Business with Historic Overlay (BH) District, Assessor's Map 11 Lot 202, HDC#13-2022. Application to install a new sign was **approved.**
- Robert DesMarais, 20 Noble Street in the Residential Single Family/A with Historic Overlay (R1AH) District, Assessor's Map 10 Lot 135, HDC#19-2022. Application to construct a new workshop/barn was **continued.**
- 85 Elm Street Somersworth, LLC is seeking conceptual review for a proposed multifamily development on properties located at 20 Green Street and 85 Elm Street, in the Business with Historic Overlay (BH) District, Assessor's Map 10 Lots 176 and 177

Planning Board:

The Planning Board reviewed the following:

- John J. Flatley Royal Drive in the Business (B) District, Assessor's Map 39 Lot 03, SITE#09-2022. Application for a site plan amendment for access to a self-storage facility located on a portion of the lot within Rollinsford was **approved.**
- ReVision Energy – Allison Barbour 380 Route 108, in the Commercial Industrial (CI) District, Assessor's Map 58 Lot 04, SITE#12-2022. Application for site plan amendment to install 288 ground mounted solar panels was **approved.**
- Tammy Desrosiers 14 Westman Street within the Residential Single Family (R1) District, Assessors Map 25 Lot 48C, CUP#08-2022. Application for a Conditional Use Permit to reconstruct drainage along a property was **approved.**

Site Review Technical Committee:

- DSR Motor Group, David Rosenberg, is seeking site plan approval for an automotive service center and infrastructure located at 112 Route 108, in the Commercial Industrial (CI) District, Assessor's Map 62 Lot 05, SITE#11-2022
- ReVision Energy – Allison Barbour is seeking a site plan amendment to install 288 ground mounted solar panels on a site located at 380 Route 108, in the Commercial Industrial (CI) District, Assessor's Map 58 Lot 04, SITE#12-2022
- 85 Elm Street Somersworth, LLC is seeking conceptual review for a proposed multifamily development on a property located at 85 Elm Street, in the Business with Historic Overlay (BH) District, Assessor's Map 10 Lots 176 and 177, SITE#13-2022

Zoning Board:

The Zoning Board of Adjustment held no meeting in August.

Economic Development – August 2022

This Month's Commercial & Business Activity Includes - But is Not Limited to:

- **News:** (1) Bad Lab has been leased! The new restaurant /brewery will open in the Fall of 2022. (2) Lucky's has been leased! It will soon be: DYS Athletics to open late Fall. (3) The NH Charitable Foundation is running an article on Somersworth and ICC in their September edition, (4) Fosters ran a terrific article on Downtown JTAPS opening, and (5) Foster's also ran a great article on the Breton Cleaner site - next steps
- **Vacancy: Commercial - Business Vacancy** [*Site for Sale and /or Lease*]
 - **City Owned Property**
 - ✓ **National Guard Site:** The team continues working with SRPC on long- range planning for the best use of the site
 - ✓ **The Police Station:** Asbestos clean-up occurred in August. One developer in particular continues to express a high level of interest in the Police Station
 - ✓ **Breton Cleaners:** One developer's proposal was reviewed by the Economic Development Committee of Council.
 - ✓ **The Plaza:** In May EDC agreed that the Plaza "next step" question should be forwarded to the City Council in consideration of going back out to bid
 - **Privately owned Property**
 - ✓ **460 High Street -Bad Lab:** The Brewery has been leased and will reopen in late Fall. The Eco-Dev Manager is in regular meetings with the new owner/manager, to provide guidance for the Somersworth process of opening a business
 - ✓ **6 Main Street - Breakfast Station 319** – The ground level space has been leased as a custom breakfast café, that after major refurbishment to the space done by the property owner, the business hopes to open in September. The new restaurant embraces the rail history, and will remodel in that theme
 - ✓ **1 Somersworth Plaza (aka: Lucky's)** has been leased to DYS Athletics. Durham's Wildcat Fitness is being rebooted, and moving into Lucky's, with hopes to open by December. They are bringing their members with them, and hope to quickly hold 700 members with 20-30 members in the gym every hour. They will organize a partnership program with the Special Olympic and handicap community, the schools and Nostos. The owners hope to open in late Fall
 - ✓ **Acupet Vet** – 279 High Street will be rented due to Vet relocation to Dover
 - ✓ **Stratham Tire** – 354 Route 108. There are no known interested tenants
- **New: Commercial - Business Tenants** [*Certificate of Occupancy issued*] There were 4 new commercial tenants in August, 2022
 - 1) **Label Tech** – Route 108 Interstate Drive
 - 2) **Spirit Halloween** – 249 Indian Brook Road

- 3) **The Big Dipper (addition)** - Route 108
 - 4) **Dr. Kyle Liimatainen, DDS** – 394 High Street
- **Existing: Business Expansion** [*Local Business growing and providing new/more service*]
- ✓ Kids Culture
 - ✓ Wentworth Douglas Hospital -Surgery Center
 - ✓ Red Fish Blue Fish
 - ✓ Cabinet Tree
- **Committed: Commercial Business Entity in Process** [*Committed to Occupying Specific Commercial Space or Land, and in process of establishing business at chosen location*]
- 1) Somersworth Sports Hub
 - 2) Smart Storage
 - 3) MB Tractor
 - 4) Tractor Supply Co.
 - 5) Palmer Oil and Gas - HDQ
 - 6) Great Bay Home - HDQ
 - 7) Pensole Shoes and Knowledge Institute
 - 8) Atlantic Broadband
 - 9) Jersey Mike's Subs
 - 10) Shammy's Carwash
 - 11) Cricket Wireless
 - 12) Laborie Index Packaging
 - 13) Thrive Food
 - 14) Bad Lab
 - 15) Bam Lab, LLC
 - 16) Granite State Patio & Game Room
 - 17) Breakfast Station 319
 - 18) DYS Athletics
- **Potential: Commercial - Business Exploring** [*Exploratory Review in process*]
- Icon Express Car Wash @ High Street
- **Miscellaneous:** *Brand Identity & Image: Media and Press Relationship development continues*
- **InvestNH :** . The Executive Director (Andrew Dorsett) has been hired, and is in -house preparing for the September 2 deadline. The details for applying for funds have been unveiled and are posted at: www.invest603.com . Two local investors are using InvestNH for their projects
 - **Opportunity Zone:** One local investor is using the Opportunity Zone, and another is considering using the incentive
 - **Broadband:** The state is one of the first four states in the nation to apply for funds and support, to improve broadband service to residents and business. And will therefore be able to obtain the maximum allowed per applicant. There are still major issues of connectivity throughout the City, especially on route 108
 - **Hilltop School Historic Marker:** The Mayor's office has applied for, and subsequently been awarded, a NH Historic Marker/sign for the Hilltop School.

Eric Chinburg will contribute half of the total cost. The process to obtain the marker has begun

- **Bank Community:** Three Commercial Banker/Lender tours of Somersworth occurred in August on behalf of investor interest

➤ **# SeeSomersworth**

- SeeSomersworth- Keep abreast of Downtown Business Activities at:
www.facebook.com/seesomersworth

➤ **Community Advocacy:** ZOOM Meetings & Roundtables

- ✓ **Bi - Weekly:** SEDS - “Seacoast Region Economic Development Stakeholders”
- ✓ **Bi - Weekly:** BEA-CEDR – “Community Economic Development Region”
Economic Development Roundtable hosted by Commissioner Caswell
- ✓ **Quarterly:** Great Falls Economic Development Corporation – BOD
- ✓ **Quarterly:** Skyhaven Airport - BOD & Marketing Committee

➤ **Relationships & Partners:** Regular Engagement, Involvement, and Interface

- ✓ **State and Regional Partnerships:**
 - BEA, SRPC, SBDC, SBA, SEDS
 - Seacoast Chambers of Commerce
 - Seacoast Economic Development Directors (SEDS)

Parks & Recreation - August 2022

- **Kids Camp** our 8-week Summer Program for children in grades 1-5 concluded on Friday, August 19th. This year we brought back field trips to some of the State Parks and also added local bus field trips to Malley Farm Gardens in collaboration with Farm to School and Willand Pond Recreation area. We added some walking field trips to Maple Wood School Garden, Gathering Place Studio, Summersworth Historical Museum and weekly trips to the Somersworth Public Library. Somersworth PD and K-9 Bravo held a demonstration for our kids at Noble Pines Park. Thank you to all that collaborated with us this year to provide a fun experience for our campers. Thank you to our Camp Directors and Camp Counselors for providing activities and games that kept the kids busy this summer. We are looking forward to more fun next year!
- **Pee Wee Soccer** Registration ended on August 15th. The program starts on September 10 and runs through October 22 (no session on October 8) from 9:00 AM-9:45 AM. We are currently full and have children on our Wait List. We are hoping to add another Head Coach and Assistant Coach which will enable us to take more kids from the Wait List.
- **Tiny Toppers Play Program** is a new program this year and is free for Somersworth children ages 2-4 at Noble Pines Park on Wednesdays from 9:45-10:30 AM. There will be 4 sessions starting **September 21** and ending on **October 12**. This is an outdoor program and is weather dependent. Children must be accompanied by an adult caregiver and pre-registration is required. We will have outdoor games and activities for children and their

adult caregiver. The program is designed to socialize and meet new friends and have fun outside at the park!

- **National Night Out** was held on Tuesday, August 2nd at Jules Bisson Park. The event was put on by the Somersworth Police Department with help from local community organizations, businesses, volunteers and other City Departments. The Recreation Office provided an obstacle course challenge for kids and adults with a chance to win a gift card from Hilltop Fun Center if they completed the course. The event was highlighted by a Boston Med Flight helicopter that flew in and landed on the ball field. The weather was warm and there was a great crowd in attendance again this year!
- **Fall Programs & Events** - Rec Office Staff are working on putting together fall programs & events for Seniors and Youth.



MEMORANDUM from Director Public Works & Utilities

TO: Robert M. Belmore, City Manager

DATE: September 16, 2022

SUBJECT: Public Works Department Monthly Report for August 2022

FROM: Michael Bobinsky, Director of Public Works & Utilities

DIRECTOR'S COMMENTS

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

- Received price proposals for replacing nonfunctioning central air and furnace equipment at the DPW Facility; provided recommendations to the City Manager on selection.
- Substantially completed the Cemetery Road reconstruction project; working with contractor on final punch list items.
- Successfully managed the Water Plant shut down to allow contractor to replace two failed gate valves at Rocky Hill Road and Wells Street. Contractor able to proceed with culvert, water line and sewer line replacement work at Rocky Hill Road at Winter Street.
- Arranged to activate the Dover-Somersworth Water Interconnect equipment in backup mode if needed during Water Plant shut down.
- Attended City Council meetings
- Attended Public Works and Environment Committee meeting.
- Participated in SRTC meetings
- Participated in the SRPC Executive and Policy Committee meetings
- Participated in the National Night Out event with the Police Department and community sponsors at Jules Bisson Park.
- Participated in the Joint Loss Management Committee meeting.
- Heard a presentation about possible land development within the Salmon Falls Watershed area in Rochester. Possibility of Federal EPA assistance to acquire the property and place in a land trust for land and water protection purposes.
- Received an update from Unitil project staff on their gas main expansion program planed over the next 2 years. Staff invited to provide comments on construction plans impacting City ROW and roads during future installation.
- Received a single bid for the CMAQ traffic control upgrade project. Bidder was Electric Light Co, who is very familiar with the City's traffic control system as they are the City's on call traffic signal repair vendor. Bid award is being reviewed by NHDOT officials but looks very favorable. Bid is within available project funds.
- Participated in the Cemetery Trustees meeting.
- Firmed up details for using the new Entry Level Driver Training (ELDT) program for a new incoming Equipment Operator employee that needs his CDL to operate large equipment.
- While a September project, Highway personnel completed the sidewalk segment at Tates Brook Rd.

HIGHWAY DIVISION

Operations / Maintenance:

- Performed monthly metal collections
- Performed maintenance and repairs to city equipment
- Performed pothole patching city wide
- Performed city trash collection at receptacles, and city buildings
- Replaced signs city wide damaged from weather and accidents
- Mowed city green spaces
- Performed Roadside Mowing
- Checked flags along High St replaced as needed
- Mowed Blackwater Landfill
- Milled and paved final bad section of Willand Dr
- Swept trouble spots after numerous heavy rain events
- Repaired wash outs on dirt roads from heavy rain events
- Cleaned basins for compliance with MS4 permit
- Repaired the sidewalk Main @ Indigo
- Cleaned plug drain lines on Blackwater Rd discovered during basin cleaning
- Assisted PD with removing and replacing their main entrance, Heaved during winter months
- Hauled illegally dumped material from Malley Farm (invoiced responsible party)
- Trimmed tree limbs that are overhanging roads and a hazard
- Burned the brush at Malley Farm
- Cleaned swale on Noble after heavy rains which plug it with gravel
- Set barricades and washed trucks for the Museum Car Show
- Set frame and cover to grade at FD, and pave. (SUR set the new structure that was rotted out)
- Repaired a wall in the Truck Barn that was damaged and not anchored correctly

Recreation:

- Daily cleaning of restrooms at noble pines
- Performed daily trash collection at all parks
- Removed graffiti and vandalism at all parks
- Repaired features at Splash Pad
- Installed the new Dog Benches at the Dag Park

Cemetery:

- Installed a plaque at the memorial tree

Sewer Collections Maintenance:

- Cut the road that connects WWTP with Malley Farm Compost Facility (overgrown and obstructed with brush)
- Received 62 Digsafe requests

ENGINEERING DIVISION

- Attended Seacoast Stormwater Coalition meeting.
- Completed Cemetery Road monthly meeting and site visits for project progression.
- Conducted inspections and PM of FY22 Paving project.
- Conducted inspections and PM of Rocky Hill Road Culvert Replacement project.
- Conducted pre-construction meeting and site inspections of Noble Pines Basketball Court Resurfacing project.
- Completed review and approvals of driveway permits filed by residents.
- Attended site meetings on Sunningdale infrastructure acceptance request.
- Completed review and approval of several Trench permits.
- Bids received for TAP Grant project, currently under review.
- Bid received for CMAQ Grant project, currently under review
- Completed scope reviews of the CMAQ and TAP grant CEI project components.
- Started completion of the MS4 Annual Report #4.

WASTEWATER DIVISION

Operations/Maintenance:

- Operating under the (MUCT) process which is used for the summer months. During this time, we have to meet more stringent nutrient and Biochemical Oxygen Demand & Total Suspended Solids requirements. The summer season runs from May 1st thru September 30th.
- Applied for an NH-DES grant in the amount of \$7,000 to address cyber security issues. The ATOM group conducted a security analysis of the treatment facility systems and identified several areas of concern. We are in the process of addressing them.
- Working on switching the telephone lines over to internet phones. We received the phones and now need to run internet cables and drops to each individual station. I expect to have this completed by October 1st.
- Addressed an issue regarding the WWTF generator. While conducting preventative maintenance, we discovered several circuit boards were shorted out. We submitted a request to our insurance company who approved the repairs along with the cost of a temporary rental unit. The cost of the repairs and rental fees totaled \$23,883.50
- Completed annual flow meter calibrations. All 14 were found to be within compliance.
- Completed annual fire extinguisher inspections. In total, 22 were inspected with 3 units needing replacement.
- Completed annual preventative maintenance on pump station generators. This also included load bank testing each one.
- Experienced zero rain events which required us to implement the high flow plan.
- Received 6,700 gallons of septage for the month.

Compliance:

- Preparing monthly reports to US-EPA and NH-DES.
- Reported zero permit exceedances for the month.
- Treated a total of 28-million gallons of wastewater during the month.

Industrial Pretreatment Program (IPP):

- Submitted annual IPP Report to both EPA & NH-DES
- Drafting a Significant Industrial User (SIU) permit for NH Materials Laboratory, Inc located on Interstate Drive.

Capital Improvements Plan (CIP) Items:

- Waste Water Treatment Facility upgrade – The City of Somersworth entered into a contract with Apex Construction to complete the wastewater treatment facility construction improvements in May, 2020. Project milestones included substantial completion – November 10, 2021. Final completion – February 8, 2022.
- Outstanding warranty issues include; Aeration blower variable frequency drive replacement – The delivery has been re-scheduled for mid-September with installation immediately following. Return Activated Sludge (RAS) pump failure has been resolved. Replacement heat pumps for cafeteria – Shop drawings have been completed and submitted to contractor for quote. Loam/seeding of all facility grounds – This was completed on May 19th; however, a second seeding will be required due to it mainly being crab grass. Install smart sleeves for RAS pinch valves – Waiting for a service date from Apex. New Clarifier plunger issue – Resolved.

WATER TREATMENT

Items completed this month:

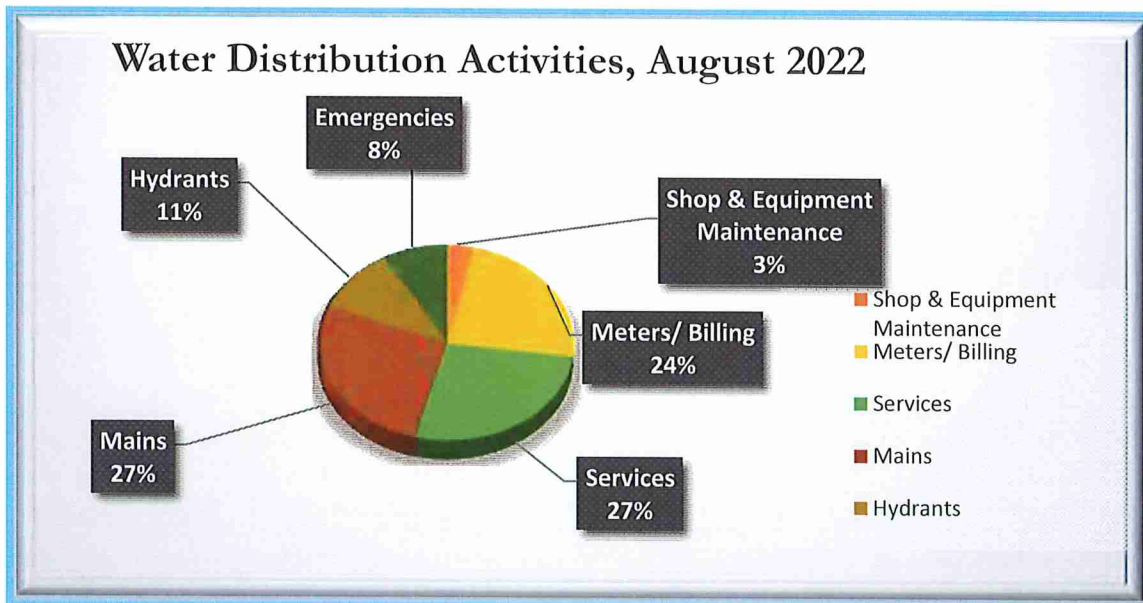
- Bacteria's and TOC's water quality testing completed
- Pumped 46,092,223 gallons of raw water
- Filtered and pumped to the city 42,495,938 of finished water
- Completed quarter #3 D/DBP sampling
- Completed annual Water Plant samples for VOC, SOC, IOC, Nitrates, and Nitrites
- Operated the Rocky Hill Well to The Oaks for irrigation water
- Shut plant down for overnight replacement of 2 -16" valves on Rocky Hill Rd
- Assisted on main replacement at Rocky Hill culvert
- Met with City management on water main extension to property in Rollinsford on Kelwyn Dr.
- Powerup generator completed annual maintenance and load bank testing on emergency generator
- Updated all CIP entries for FY24-FY29
- Met with City management on CIP updates
- RJC repaired electric service line to raw pump vault
- Contacted tank inspection vendors for dive on Hamilton St standpipe

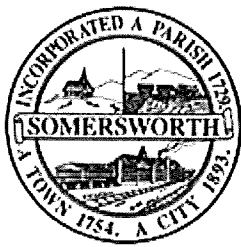
Action items:

- Hamilton St tank 5-year evaluation

WATER DISTRIBUTION

- Water Distribution operators completed 125 work orders and service requests in the month of August.
- Hydrant Restoration
- Quarterly dead-end flushing
- Contractor assistance for culvert project to include night work
- Repaired multiple struck hydrants
- Sunningdale QC
- Cemetery road QC
- Abbreviated interconnect exercise for plant shutdown





Somersworth Police Department

12 Lilac Lane

Somersworth, NH 03878

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

Timothy J. McLin
Chief of Police

MEMORANDUM

Memo To: Bob Belmore, City Manager

From: Timothy J. McLin, Chief of Police

Date: August 31, 2022

Subject: Monthly Report – Month of August 2022

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

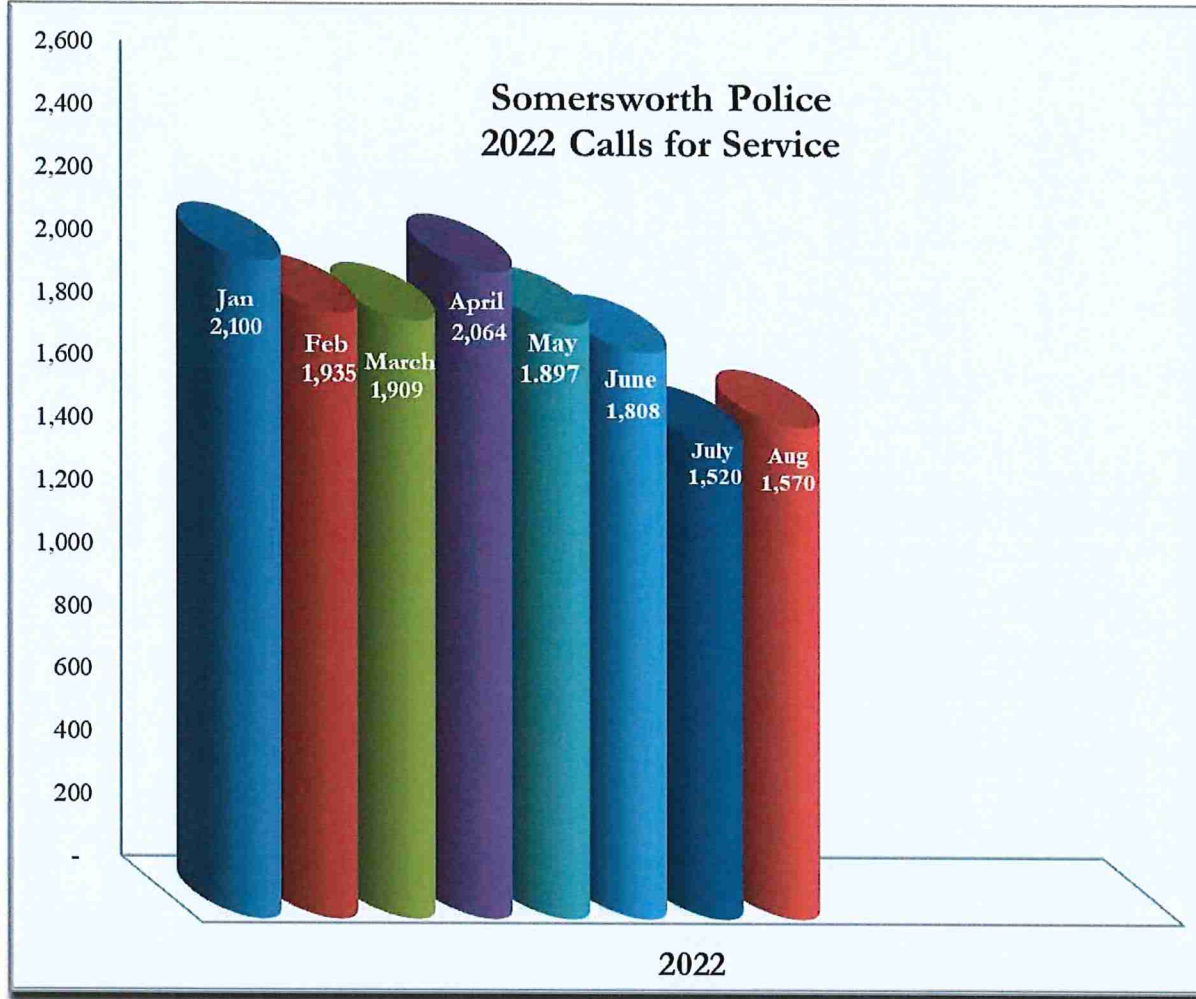
COMMUNITY POLICING:

- A hugely successful National Night Out was held on August 2nd at Jules Bisson Park where we had about 300-400 people attend. We had a dj, free hotdogs, free chips and free ice cream, a dunk tank, police K-9 units, a helicopter, the Book Mobile, face painting, dance company and lots of free giveaways.
- The Topper Support Program and Random Acts of Blue has continued through August with a popup ice cream event at the splash pad. This program encourages community policing and engagement with our City youth and residents. This program is an important part of our Community Policing Program and will expand over time.

PERSONNEL/TRAINING:

- During the month of August, employees received training in: Response to Bombing Investigations (through the Federal Law Enforcement Training Center in New Mexico), Right to Know Law Enforcement, SRO Conference, Mental Health Training, School Crossing Guard Training, Standard Response Protocol at the Schools from the I Love U Guys Foundation in Colorado, Taser Instructor Course Training, Field Training Officer Instruction for Training and Medical Training.
- We hired (2) new officers in the month of August – Officer Bryce Cantin and Officer Riley Prokop. Both have been enrolled in the January, 2023 police academy in Concord.

STATISTICS:



(August 2022 Calls for Service are estimates)

Yearly Comparison

Month	2022	2021	2020	2019	2018
January	2,100	1,562	1,939	1,976	2,085
Feb	1,935	1,280	1,756	1,796	1,878
March	1,909	1,666	1,926	2,145	2,215
April	2,064	8,008	1,846	2,285	2,452
May	1,897	9,905	1,708	2,053	2,409
June	1,808	1,984	1,749	1,935	2,406
July	1,520	1,757	1,949	2,048	2,174
August	1,570	1,881	1,847	1,943	2,238
Sept		1,820	1,875	2,020	2,263
Oct		1,775	1,937	1,906	2,123
Nov		1,880	1,717	1,860	2,055
Dec		1,944	1,513	1,995	1,936
TOTAL	14,803	35,462	21,762	23,962	26,234



City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



George Kramlinger
Fire Chief & Emergency Management Director
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19 Sep, 2022

To: Mr. Robert Belmore, City Manager

Re: August 2022 Monthly Fire Department and Emergency Management Report

1. On 11 July, Fire Department personnel in coordination with Harvey Construction Site Superintendent Michael Marois completed an aggressive plan to initiate operations in Phase I of the new fire station. This plan involves re-purposing several rooms as living quarters and operating from a smaller than normal foot-print. This aggressive schedule enabled hazardous material remediation in the remaining part of the old station to begin as we were vacating on 11 July. The initial payoff for this aggressive plan occurred on 9 August when the remaining part of the old station was raised in the less than a day. By the end of August, the Phase II site was cleaned and prepped for footing and foundation work. Consequently, and barring any unforeseen circumstances, Phase II should be enclosed with walls and a roof before the onset of the most severe winter weather.
2. On 19 August, we were notified the City earned \$47,047 under FEMA's Assistance to Firefighters Grant (AFG) program to be used for battery powered, hydraulic driven, vehicle extrication tools. The City's match is \$2352. Vehicle extrication tools typically include a spreader ("jaws"), cutter, and rams supplied by hydraulic hoses from a truck mounted pump. Battery powered tools are state-of-the-art with the capability to defeat most modern high strength metals used in motor vehicle construction. Battery powered hydraulic tools also offer the portability necessary to be used in a variety of other rescue scenarios. This technology is a first for the City.
3. Monthly run numbers with a comparison to last year:

	August 2022	August 2021
Fire (all types)	5	3
Overpressure / Overheat (no fire)	0	0
Rescue - EMS	99	73
Hazardous Condition (no fire)	6	5
Service Call	18	16
Good Intent Call	20	15
False Alarm / False Call	15	15
Severe WX / Natural Disaster	1	0
Special Incident	1	0
Total	165	127

Note: The categories used to report monthly incidents are those mandated by the National Fire Incident Reporting System (NFIRS). Most categories are self-explanatory. For those categories that are not obvious, the following examples can add clarity: Good Intent Call - a reported fire that turns out to be steam from a dryer vent; Severe WX/Natural Disaster - a lightning strike or tree falling on a house that requires an inspection to ensure there is no fire; and a Special Incident - low frequency event such as a train derailment.

4. For the most recent reporting period of July, 2022, Stewart's Ambulance responded to 157 emergency calls in the City, transported on 106 of those calls, and had an average response time of three minutes and fifty-one seconds (3:51).

Note: The SFD responds with Stewart's on the more serious medical calls and any time a mutual aid ambulance responds into the City. In addition, FD EMTs assist Stewart's with transports when a driver and/or additional EMS providers are required.

Respectfully submitted

George D. Kramlinger

George D. Kramlinger
Fire Chief / EMD
City of Somersworth

MITCHELL MUNICIPAL GROUP, P.A.

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TELEPHONE (603) 524-3885

September 19, 2022

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 13-23

Title: **TO AUTHORIZE HIDEOUT GOLF, LLC TO CONDUCT A TIMBER
CUT FOR MAINTENANCE PURPOSES AT THE OAKS GOLF
COURSE IN SOMERSWORTH, NEW HAMPSHIRE**

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: 9/19/22

By: 