




Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager 
DATE: Friday, March 29, 2019
SUBJECT: City Manager's Report for Monday, April 1, 2019
City Council Agenda

Lay on the Table (Under Section 13 of Agenda)

- A. Ordinance No. 4-19: To Amend Chapter 19, Zoning Ordinance, Section 14, Historic District.**

Unfinished Business (Under Section 14 of Agenda)

Ordinances

- A. Ordinance No. 17-19: FY 2019 / 2020 Budget.**

New Business (Under Section 15 of Agenda)

Ordinance

- A. Ordinance No. 18-19: To Amend Chapter 13, Police Offenses, Section 3.4, Motor Vehicle Operation, by Prohibiting Tractor-Trailers from Making a Left Hand Turn onto Station Street from Government Way.** The Traffic Safety Committee met on March 20 and voted to recommend this Ordinance change. Attached is Captain Timmons memorandum regarding this recommendation along with a map showing this intersection. The Public Works & Environment discussed this recommendation at their March 25th meeting and voted to support the Ordinance amendment. I recommend the Council schedule a Public Hearing at the next meeting on April 15.

Resolution

- A. Resolution No. 34-19: To Support "HB 2-FN-A" Grant Funding Appropriation for a Veterans Memorial in Honor and Recognition of our Nation's Veterans and Armed Service Troops.** Attached is a copy of this Grant appropriation as it appears in HB 2-FN-A.
-

Other

- A. Vote to Approve the Community Revitalization Tax Relief Incentive Application from Mr. Mark Davenport for 123 Main Street (under City Ordinance, Chapter 31).** The Economic Development Committee met on March 13th and voted to recommend acceptance of this application. Attached is a copy of the application, property record card and Director Shanna Saunder's memorandum. Any Council vote to approve should include the determination of the public benefit that would be achieved and the tax relief period.
- B. Vote to Exercise the Right to Extend the Term of the American Ambulance Agreement for an Additional Four (4) Year Term Beginning July 31, 2019 through July 31, 2023 and to Recognize this Agreement's Assignment to Stewart's Ambulance, Inc.** The Public Safety Committee met on March 27th and voted to recommend to full Council that the City extend the present EMS contract now acquired by Stewart's Ambulance Service, for four (4) year term provided in the Agreement. Attached is a copy of the present Agreement that expires July 31, 2019.


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

A. Informational Items.

- 1. NH DOT Listening Session for Route 108 Complete Streets Project.** The next round for NH DOT Listening Session has been confirmed for Thursday, May 2 at the Career Technical Center.
- 2. City Council Goal Setting.** Reminder, the Council Annual Goal Setting Session is Saturday, April 6th starting at 8:30 a.m. Coffee and light refreshments will be provided. Attached is a copy of the March 24, 2018 session discussions. Primex staff have agreed to facilitate the Session again this year. We will send out the Agenda notice next week.

Attachments.

- 1. City Attorney Certification Two (2)**

	City of Somersworth – Ordinance
	Ordinance No: 17-19 FY 2019-2020 BUDGET

March 18, 2019

The City of Somersworth Ordains that Budgets for the City of Somersworth for the 2019-2020 Fiscal Year shall be:

<u>DEPARTMENT</u>	<u>ADOPTED BUDGET</u>
<u>GENERAL FUND</u>	
Elected Leadership	\$142,736
City Management	488,981
Finance and Administration	1,401,405
Development Services	911,676
Police	4,022,377
Fire	2,159,580
Public Works	3,053,257
Other Expenses	1,256,912
Capital Outlay	157,913
Intergovt Assessments - County	2,593,400
School Department	25,703,113
TOTAL GENERAL FUND	41,891,350
<u>ENTERPRISE FUNDS</u>	
Wastewater Department	2,290,705
Water Department	2,286,386
Solid Waste	417,550
TOTAL ENTERPRISE FUNDS	4,994,641
<u>SPECIAL REVENUE FUND</u>	
Cable Fund	60,839
TOTAL FY 2019-2020 APPROPRIATION	\$46,946,830

This Ordinance shall take effect upon passage.

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

City of Somersworth – Ordinance 17-19

History

First Read Date:		Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Sprague		
At Large Councilor	Cameron		
At Large Councilor	Levasseur		
TOTAL VOTES:			
On / / . Ordinance 17-19		PASSED	FAILED



City of Somersworth – Ordinance

Ordinance No: 18-19

TO AMEND CHAPTER 13, POLICE OFFENSES, SECTION 3.4, MOTOR VEHICLE OPERATION, BY PROHIBITING TRACTOR-TRAILERS FROM MAKING A LEFT HAND TURN ONTO STATION STREET FROM GOVERNMENT WAY

April 1, 2019

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

Amend Chapter 13, Police Offenses, Section 3.4.G Left Turns, by adding:

When signs are erected giving notice thereof, it shall be unlawful for anyone operating a Tractor-Trailer (See RSA 259:109) to turn left onto Station Street from Government Way.

(RSA 259:109 Tractor-trailer. – “Tractor-trailer” shall mean any truck-tractor and semi-trailer.

This Ordinance shall take effect upon passage.

Authorization

Sponsored by Councilors:

Dale R. Sprague
David A. Witham
Marty Pepin
Kenneth S. Vincent

Approved:

City Attorney

City of Somersworth – Ordinance 18-19

History

First Read Date:	04/01/2019	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Sprague *		
At Large Councilor	Cameron		
At Large Councilor	Levasseur		
TOTAL VOTES:			
On / / . Ordinance 18-19		PASSED	FAILED

April 1, 2019

Dear Mayor & Councilors,

A matter was brought to the attention of the Traffic Safety Committee. It was observed on several occasions that Tractor Trailer units, while attempting to turn onto Station Street from Government Way, drove over the sidewalks. It appears these Tractor Trailer units are tuning initially onto Government Way from High Street, southbound and then attempting to turn onto Station Street. Due to the configuration and design of that intersection the Tractor Trailer units fail to execute the turn properly. As these units turn the Tractor portion drives onto the sidewalk adjacent to The Post Office. As the maneuver progresses the rear trailer tires cut the corner and pass over the sidewalk on the opposite side of Station Street. It is probable these Tractor Trailers are intending to make deliveries to businesses along our Main Street corridor.

After discussion we have agreed on an ordinance and submit the following recommendation. This ordinance will resolve the issue by prohibiting the described turn. Those drivers attempting to gain access to our Main Street corridor will proceed to John Parsons Drive and onto Main Street. The intersections and road design will allow safer maneuverability for these Tractor Trailer units.

Respectfully yours,

**Captain Russell Timmons
Traffic Safety Chairman**



Place "No Left Turn" sign (above) in conjunction with the STOP sign located on Government Way. See picture below for proposed signage.





City of Somersworth – Resolution

Resolution No: 34-19

TO SUPPORT “HB 2-FN-A” GRANT FUNDING APPROPRIATION FOR A VETERANS MEMORIAL IN HONOR AND RECOGNITION OF OUR NATION’S VETERANS AND ARMED SERVICE TROOPS

April 1, 2019

WHEREAS, The City of Somersworth has always given homage to our Nation’s Veterans for their sacrifice in serving our Country to uphold our cherished freedoms, and

WHEREAS, Mayor Dana S. Hilliard has appointed members of our Community to a Mayoral Veteran’s Park Commission charged with the planning and development of a Veterans’ Memorial at Stein Park worthy of honoring our Nation’s heroes, and

WHEREAS, the Veteran’s Park Commission has developed a design along with preliminary costs, and

WHEREAS, the Governor’s budget request includes an \$180,000 Grant (HB 2-FN-A) to fund a Veteran’s Memorial in the City of Somersworth, said Grant being allocated through the NH Department of Natural & Cultural Resources from the capital infrastructure revitalization fund,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT that the City of Somersworth supports of the Governor’s budget (HB 2-FN-A) inclusion of a \$180,000 grant to fund a Veteran’s Memorial in honor and recognition of all who have served, and furthermore, respectfully requests all members of the NH State Legislature to vote in support of this Grant appropriation.

Authorization

Sponsored by:

Mayor Dana S. Hilliard

Councilors:

Nancie Cameron

Richard R. Michaud

Donald Austin

Martin P. Dumont, Sr.

Dale R. Sprague

Kenneth S. Vincent

Approved:

City Attorney

City of Somersworth – Resolution 34-19

History

First Read:	04/01/2019	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Action

Councilor _____ moved for adoption, seconded by Councilor _____.

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin *		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Sprague		
At Large Councilor	Cameron		
At Large Councilor	Levasseur		
TOTAL VOTES:			
On / / . Resolution 34-19		PASSED	FAILED

HB 2-FN-A - AS INTRODUCED
- Page 138 -

1 mixed use and other types of development to provide for medium income housing.

2 (b) There is hereby appropriated to the department of environmental services, from the
3 capital infrastructure revitalization fund established in RSA 6-E:2, the sum of \$1,450,000 which
4 shall be nonlapsing and expended for the purposes of providing grants to municipalities to support
5 municipal dam repair projects. The governor is authorized to draw a warrant for said sum out of
6 any money in the treasury not otherwise appropriated.

7 (c) There is hereby appropriated to the department of natural and cultural resources,
8 from the capital infrastructure revitalization fund established in RSA 6-E:2, the sum of \$300,000
9 which shall be nonlapsing and shall be expended for the purpose of providing a grant to the city of
10 Manchester to upgrade and rehabilitate 4 sports fields in the city of Manchester, as identified by the
11 city of Manchester.

12 (d) There is hereby appropriated to the department of transportation, from the capital
13 infrastructure revitalization fund established in RSA 6-E:2, the sum of \$120,000 which shall be
14 nonlapsing and shall be expended for the purpose of providing a grant to the city of Claremont for
15 sidewalk and drainage repairs in Claremont.

16 (e) There is hereby appropriated to the department of natural and cultural resources,
17 from the capital infrastructure revitalization fund established in RSA 6-E:2, the sum of \$1,500,000
18 which shall be nonlapsing and shall be expended for the purpose of providing a grant to the city of
19 Franklin to perform renovations at the Franklin Whitewater Park.

20 (f) There is hereby appropriated to the department of business and economic affairs,
21 from the capital infrastructure revitalization fund established in RSA 6-E:2, the sum of \$250,000
22 which shall be nonlapsing and shall be expended for the purpose of constructing a new visitors
23 center adjacent to the state liquor store in the town of Chesterfield.

24 (g) There is hereby appropriated to the department of natural and cultural resources,
25 from the capital infrastructure revitalization fund established in RSA 6-E:2, the sum of \$180,000
26 which shall be nonlapsing and shall be expended for the purpose of providing a grant to the city of
27 Somersworth to build a veterans memorial.

28 (h) There is hereby appropriated to the department of transportation, from the capital
29 infrastructure revitalization fund established in RSA 6-E:2 the sum of \$300,000 which shall be
30 nonlapsing and shall be expended for the purpose of providing a grant to the city of Berlin to
31 construct the Hutchins Street Mill and overlay project.

32 (i) There is hereby appropriated to the community development finance authority, from
33 the capital infrastructure revitalization fund established in RSA 6-E:2, the sum of \$270,000 to
34 capitalize a new fund to be called the community development fund for New Hampshire.

35 (j) There is hereby appropriated to the department of business and economic affairs,
36 from the capital infrastructure revitalization fund established in RSA 6-E:2, the sum of \$30,000
37 which shall be nonlapsing and shall be expended for the purpose of providing a grant to the city of
38 Claremont for energy efficiency upgrades to the city of Claremont visitors center.




Shanna B. Saunders, Director
Development Services

To: Bob Belmore, City Manager
Date: February 26, 2019
Re: 79E request for 123 Main St, Davenport

Please find attached the 79E Application for 123 Main Street, owned by Mark Davenport

The application is complete and includes the following items and requests:

- Application for tax relief for 3 year (3 years for a qualifying structure)
- Public benefits include a) building improvement, b) providing updated downtown housing unit to create demand for local businesses, unit had been vacant for years) increased economic activity downtown, d) provide updated commercial space for new business on Main Street.

As per Chapter 31 of the City Ordinances the Planning and Community Development Office recommends the City Council hold a duly noticed public hearing to determine 1) whether the structure at issue is a qualifying structure; 2) whether the proposed rehabilitation qualifies as substantial rehabilitation; 3) whether there is a public benefit to granting the requested tax relief, and 4) whether the proposed use is consistent with the municipality's master plan and development regulations and, if so, for what duration and with what terms.

No later than 45 days after the public hearing, the City Council shall render a decision by majority vote granting or denying the requested tax relief and, if so granting, establishing the tax relief period.

A covenant shall be drafted by the applicant and reviewed by the City's Legal Counsel at the applicant's expense.



City of Somersworth
Department of Development Services
One Government Way, Somersworth, NH 03878
603/692-9519
FAX 603/692-9575
www.somersworth.com

Community Revitalization Tax Relief Incentive Application

(per City Ordinance Chapter 31)

Date: 1/15/19 [Office use only. Fee submitted: 50.⁰⁰]

Property information

Property address/location: 123 MAIN ST

Name of building (if applicable): _____

Tax Map: _____ Lot #: _____
10 182 0

Property owner

Name (include name of individual): KHALEES REAL ESTATE LLC

Mailing address: 216 72ND ST, BROOKLYN NY 11209

Telephone #: 603-609-5156 Email: MAEK JAMES DAUENPORT @ GMAIL.COM

Proposed project

Explain project and include number of years of relief being requested (attach additional sheets if necessary): RENOVATE 2ND APARTMENT AND COMMERCIAL SPACE.

REPLACE ROOF AND SIDING. THREE YEARS RELIEF REQUESTED

Building uses	Existing: <u>NO CHANGE</u> ; Proposed: _____
Nonresidential square footage.	Existing: _____ ; Proposed: _____
# of residential dwelling units.	Existing: _____ ; Proposed: _____
Expected construction dates.	Start: _____ ; Finish: _____

↓
COMPLETED

RECEIVED
JAN 14 2019

Project costs

Describe work that will constitute the substantial rehabilitation and estimated/projected costs. Please attach written estimates, if available.

Structural: _____ Cost: \$ _____

Electrical: _____ Cost: \$ _____

Plumbing: _____ Cost: \$ _____

Mechanical: _____ Cost: \$ _____

Other: SIDING: \$5300. ROOF: \$5,558 Cost: \$ _____

Other Information

Name of contractor (if known): VARIOUS - CASPERS SIDING, LUE BROWN CONSTRUCTION

Will the project include any residential housing units? NO NEW; If so, how many? _____

Will any state or federal grants or funds be used in this project? NO

What are the proposed public benefits associated with this project (in accordance with

Chapter 31 Section 7)? PREPARING 2ND VACANT APARTMENT FOR A GOOD TENANT, - APT HAD BEEN VACANT FOR YEARS! MAKING THE COMMERCIAL SPACE ATTRACTIVE TO A LESSEE TO BRING BUSINESS BACK TO MAIN ST. THAT STREET NEEDS COMMERCIAL INVESTMENT!

Submission of application

Note: This program is available for projects where the rehabilitation cost equals or exceeds 15 percent of the pre-rehabilitation assessed valuation or \$75,000, whichever is less. Please attach any plot plans, building plans, elevation drawings, sketches, or photographs which help illustrate the project. A \$50.00 non-refundable application fee (made out to "City of Somersworth") must be submitted with this application. This application must be signed by the property owner.

I (we) hereby submit this application under Chapter 31 Community Revitalization Tax Relief Incentive of the City of Somersworth and attest that to the best of my (our) knowledge all of the information herein and in the accompanying materials is true and accurate. I (we) have reviewed the Ordinance and understand that: a) there will be a public hearing to evaluate the merits of this application; b) I (we) will need to enter into a covenant with the City; and c) I (we) may be required to pay reasonable expenses associated with the creation and recording of the covenant.

Signature of property owner (1): _____

Date: 1/15/18

Signature of property owner (2): _____

Date: _____

10 182 0
Map Block Lot

1 of 1
CARD COMMERCIAL

City of Somersworth - NH

Total Card / Total Parcel
119,300/ 119,300
119,300/ 119,300
119,300/ 119,300
APPRaised: 119,300
USE VALUE: 119,300
ASSESSed: 119,300

PROPERTY LOCATION

No	At No	Directions/Street/City
123		MAIN ST, SOMERSWORTH

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
125	0.021	35,750		23,900	59,650
104	0.021	35,750		23,900	59,650
Total Card	0.042	71,500		47,800	119,300
Total Parcel	0.042	71,500		47,800	119,300
Source: Market Adj Cost			Total Value per SQ unit / Card: 48.39	Parcel 148.39	

Legal Description

Entered Lot Size	Total Land:	Land Unit Type:

User Acct

GIS Ref	GIS Ref	Insp Date



OWNERSHIP

Owner 1:	KWALEB REAL ESTATE LLC
Owner 2:	
Owner 3:	
Street 1:	216 72ND STREET
Street 2:	
Town/City:	BROOKLYN
Suppor:	NY
Postal:	11209

PREVIOUS ASSESSMENT

Tax Yr	Use	Cal	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes
2018	013	FV	71,500	0	.042	47,800	119,400	119,400	Year End Roll
2017	013	FV	69,100	0	.042	47,800	116,900	116,900	Year End Roll
2016	013	FV	69,100	0	.042	47,800	116,900	116,900	Year End Roll
2015	013	FV	69,100	0	.042	47,800	116,900	116,900	Year End Roll
2014	013	FV	69,100	0	.042	47,800	116,900	116,900	Year End Roll
2013	013	FV	77,300	0	.042	43,500	120,800	120,800	Year End Roll
2012	031	FV	78,100	0	.042	43,500	121,600	121,600	Year End Roll
2011	031	FV	78,100	0	.042	43,500	121,600	121,600	Year End Roll

NARRATIVE DESCRIPTION

This parcel contains .042 ACRES of land mainly classified as MIX R/C with a COMB BLOCK Building built about 1895, having primarily CLAPBOARD Exterior and 2468 Square Feet, with 3 Units, 2 Baths, 0 3/4 Bath, 2 HalfBaths, 6 Rooms, and 2 Bldms.

OTHER ASSESSMENTS

Code	Description	Amount	Com. Int

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Size Code	Size Price	V	T	Verf
PAY FAMILY TRUS	4551-0709		3/5/2018	LB VALID	99,933	No	No	
PAY JOHN + BARB	4437-0760		11/30/2016			No	No	
	1215-621		3/18/1986			No	No	

TAX DISTRICT

Parcel ID	10 182 0

PAT ACCT.

Date	Notes

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
2	BH	BH	100	water		NTCL
0				Sewer		
n				Electri		
				Exmpl		
D	2		100	Topo		
5				Streel		
1				Gas:		

USE SECTION (First 7 lines only)

Code	Description	Fact	UUC	No of Units	Depth/ Pitches	Unit Type	Land Type	LT	Base	Unit	Adj	Neigh	Neigh	Int 1	%	Int 2	%	Int 3	%	Appraised Value	Alt	Class	%	Spec	J	Fact	Use Value	Notes
325	STORE			1812		SQUARE FEET			0	2.75	9.60 CF			LOC	-20					47,837	104	50					47,800	

BUILDING PERMITS

Date	Number	Descrp	Amount	CO	Last Vest	Fed Code	F. Descrp	Comment
7/3/2018	82018182	RENOVATI	5,300	O				SDING
6/8/2018	82018121	RENOVATI	4,000	O				ROOF
6/28/2013	8-2013-068	RENOVATI	4,500	C				REPAIR WALL/REMOVE
11/8/2002	2725	MANUAL	1,600	C	3/2/2004			REPLACE 1/2 ROOF S

ACTIVITY INFORMATION

Date	Result	By	Name
9/2/2017	MEASURED	748	B HATHORN
8/19/2014	FIELD REVIEW	746	B HATHORN
8/13/2014	FIELD REVIEW	743	RON DOYON
11/14/2013	PERMIT VISIT	748	B HATHORN
10/10/2012	INSPECTED	739	SUE HENDERSO
8/15/2012	MEASURED	742	TIM COURBOYE
10/23/2004	FIELDREV CHG	738	WIL CORCORAN
3/3/2004	MEAS-INSPECTD	741	MATT SMITH
1/15/1991	MEAS-INSPECTD	152	SCOTT BEDARD

EXTERIOR INFORMATION

Type: 32 - CONUL BLOCK	
Style: 2A - 2A	
Unit: 3 - Total: 3	
Foundation: 3 - BRICK/STN	
Frame: 1 - WOOD	
Prime Wall: 2 - CLAPBOARD	
Sec Wall: 11 - ASPHALT	15%
Roof Struct: 1 - GABLE	
Roof Cover: 1 - ASPHALT SH	
Color: GREY	
View / Deck:	

GENERAL INFORMATION

Grade: C - AVERAGE	
Year Bt: 1895	ET Yr Bt:
Alt LUC: 104	Alt % 50
Justified:	Fact:
Constr Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg HIRL: STD	
Prim Int Wall: 2 - PLASTER	
Sec Int Wall: 1 - DRYWALL	25%
Partitions: 1 - TYPICAL	
Prim Floor: 14 - ASPHL TILE	
Sec Floor: 4 - CARPET	25%
Barnal Fr: 7 - BELOW AVG	
Subfloor:	
Barnal Gar:	
Electric: 3 - TYPICAL	
Insulation: 2 - TYPICAL	
Int vs Ext: S	
Heat Fuel: 1 - OIL	
Heat Type: 3 - FORCED HW	
Heat Sys: 1	
% Heated: 100	% A/C: 0
Solar HW: NO	Central Vasc: NO
% Corn Wall:	% Sprinkled:

BATH FEATURES

Full Bath: 2	Rating: AVERAGE
A Bath:	Rating:
3/4 Bath:	Rating:
A 3/4 Bath:	Rating:
1/2 Bath: 2	Rating: AVERAGE
A Hbth:	Rating:
Other Fx: 1	Rating: AVERAGE

OTHER FEATURES

Kits: 2	Rating: AVERAGE
A Kits:	Rating:
Fixt:	Rating:
WSP live:	Rating:

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

DEPRECIATION

Phys Cond: FR - Fair	56 %
Functional:	%
Economic: L - LOCATN	20 %
Special:	%
Overide:	%
Total:	64.96 %

COMMENTS

TWO BROTHERS SUBS. EX FIX - RESTAURANT
SINK, 2012-21 BEDA BATH APTS - ONE
VACANT, ATTIC UNFIN-ONCE WAS, BUT VERY
DAMAGED NOW, WOB, OLD WIRING, PARKING
BEHIND & ON ST, PIZZA SHOP OLDER KIT & 2
HALF BATHS, OFF SLANTS SEVERLY, 9/17 4 SA

RESIDENTIAL GRID

1st Res Grid	Desc Line 1	# Units: 2
Level	FY UR DR D K FR RR BR FB HB L O	
Other		
Upper		
LM 2		
LM 1		
Lower		
Totals	Rms: 6 BRS: 2 Baths: 2 HB: 2	

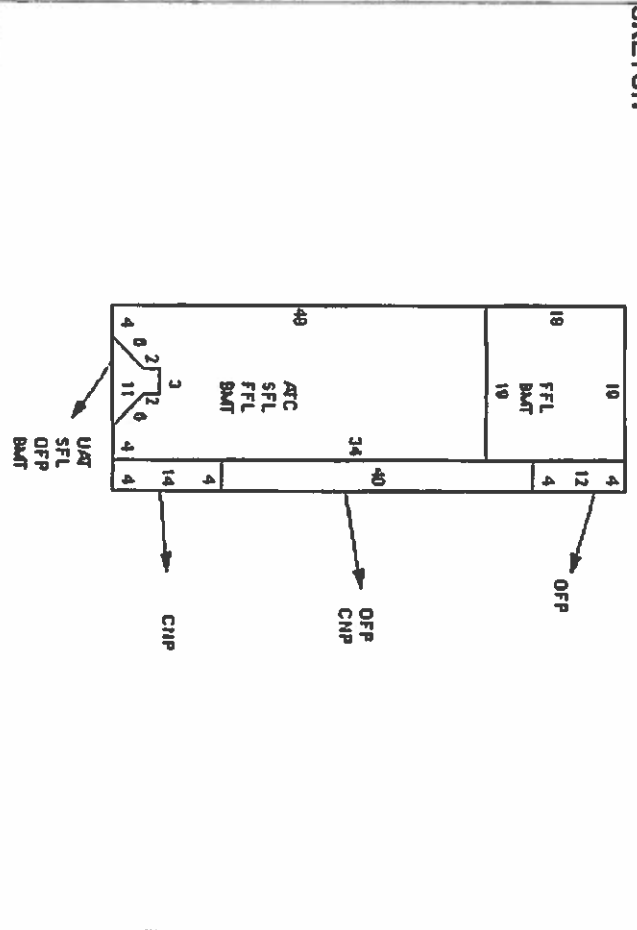
REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
Generat:	

RES BREAKDOWN

No Unit	RMS	BRS	FL
2	3	1	2
Totals	2	6	2

SKETCH



SUB AREA

Code	Description	Area - SQ	Rate - AV	Under Value	Sub	%	Descr	%	Qr	# Ten
BMT	BASEMENT	1,254	14.160	17,785	Area	100	APT	100	A	2
FFL	1ST FLOOR	1,220	64.360	78,517	SFL	100	APT	100	A	2
SFL	2ND FLOOR	912	66.290	60,455	ATC	100	APT	100	A	2
ATC	ATTIC	334	64.360	21,472	OFF	100	APT	100	A	2
OFF	OPEN PORCH	242	14.730	3,565	CNP	100	APT	100	A	2
CNP	CANOPY	216	24.150	5,216	UAT	100	APT	100	A	2
UAT	ATTIC-UNFN	10	25.740	263						
	Net Sketched Area: 4,188			187,243						
	Size Adj 2465.6399			4756	Fin Area					
	Gross Area			2466						

SUB AREA DETAIL

Code	Description	Area - SQ	Rate - AV	Under Value	Sub	%	Descr	%	Qr	# Ten
BMT	BASEMENT	1,254	14.160	17,785	Area	100	APT	100	A	2
FFL	1ST FLOOR	1,220	64.360	78,517	SFL	100	APT	100	A	2
SFL	2ND FLOOR	912	66.290	60,455	ATC	100	APT	100	A	2
ATC	ATTIC	334	64.360	21,472	OFF	100	APT	100	A	2
OFF	OPEN PORCH	242	14.730	3,565	CNP	100	APT	100	A	2
CNP	CANOPY	216	24.150	5,216	UAT	100	APT	100	A	2
UAT	ATTIC-UNFN	10	25.740	263						
	Net Sketched Area: 4,188			187,243						
	Size Adj 2465.6399			4756	Fin Area					
	Gross Area			2466						

IMAGE

AccessPro Patriot Properties, Inc



MOBILE HOME

Code	Description	A	Vis	Qty	Std	Dim	Qual	Can	Year	Unit Price	DS	Dep	LUC	Fact	MB Fa	App Value	Jcd/JFact	Just. Value

SPEC FEATURES/YARD ITEMS

Code	Description	A	Vis	Qty	Std	Dim	Qual	Can	Year	Unit Price	DS	Dep	LUC	Fact	MB Fa	App Value	Jcd/JFact	Just. Value

PARCEL ID

Parcel ID	10 1820
-----------	---------

More: N	Total Yard Items:	Total Special Features:	Total:
---------	-------------------	-------------------------	--------



Somersworth, NH

1 inch = 67 Feet

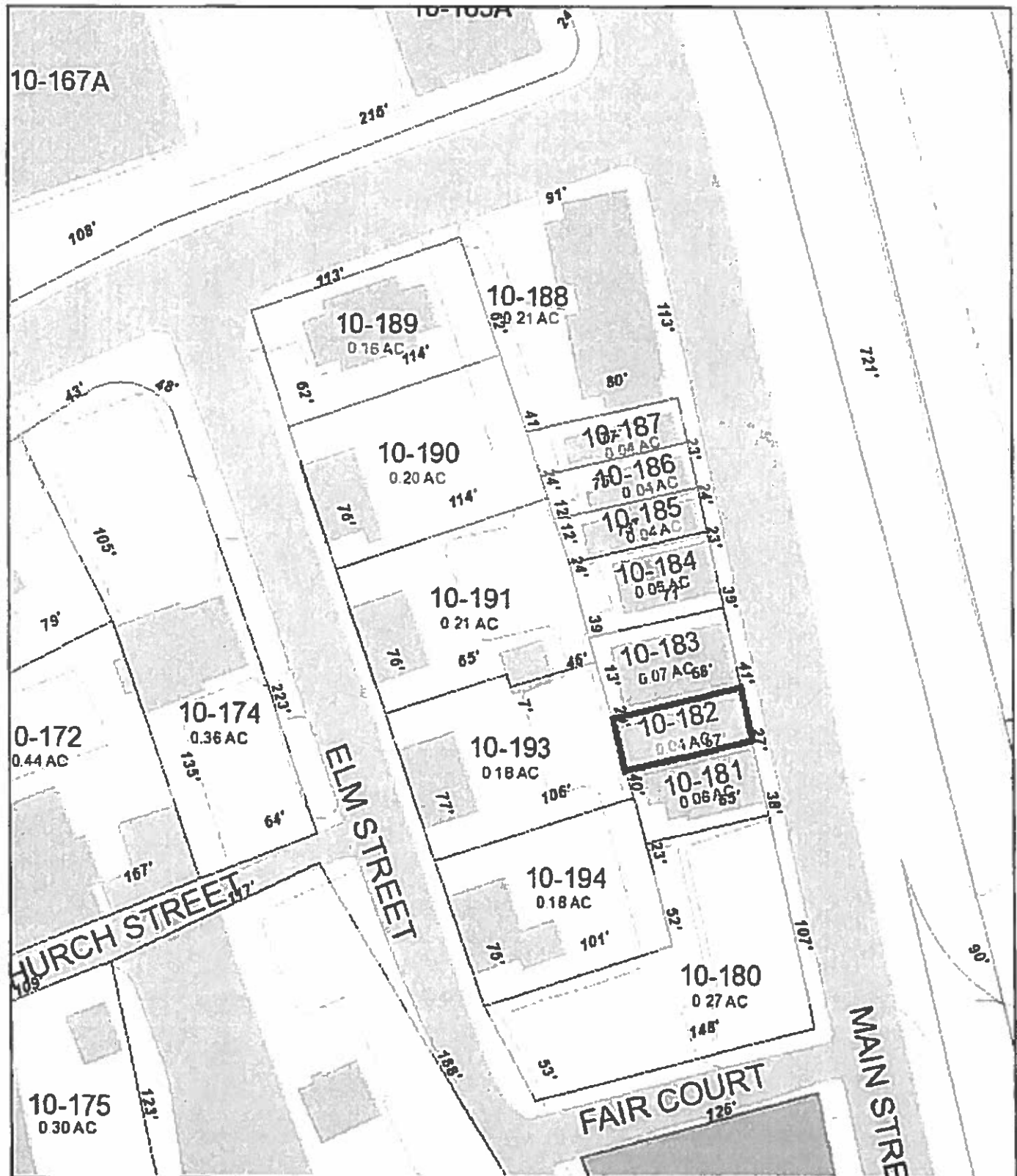


CAI Technologies

Survey, Mapping, GIS, and Data Solutions

January 23, 2019

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Shanna Saunders

From: Mark Davenport <markjamesdavenport@gmail.com>
Sent: Tuesday, February 12, 2019 10:05 AM
To: Shanna Saunders
Subject: Re: CR Tax Relief Incentive App - 123 Main
Attachments: Luke Brown Roofing.png; Lajoies Siding Work.pdf; Lajoie 1099 2018.JPG; 123 Main St Original Siding Pictures.pdf; Mark Davenport Commercial Space.pdf; Mark Davenport #B work.pdf; Adam Mangold Renovations.pdf

Hi Shanna! Apologies for the delay in getting back to you - needed to gather all the docs. They're all attached.

Here's the breakdown:

Roof: \$5334. I've submitted a copy of my email receipt from the contractor
Siding: \$5300. I've submitted a note that explains the work, the 1099 we issued the contractor, and pictures.
Commercial space: \$5038. I've submitted a summary of the work that I completed.
#B Renovation: \$3543. As above. I also used another contractor for \$2500. Attached is his paid in full invoice.
Total: \$21,715.

Let me know if anything is unclear, or you need anything else from me. Thanks!

Mark.

On Wed, Jan 23, 2019 at 12:05 PM Shanna Saunders <ssaunders@somersworth.com> wrote:

Hi Mark --

I am in receipt of your CR Tax Relief Incentive App. For 123 Main. The application is not yet complete. We need specific information regarding the work to be completed including estimates of the proposed work. You mention siding, roof, Apt 2 and Comm Space. If you could please submit estimates for the siding and the roof and then a detailed explanation of what work will be done to Apt 2 and the Comm Space, also with estimates.

Once we get this information we will move the application forward to City Council for approval.

Once we get Council approval we will ask for a \$500 legal escrow to then draw up the covenant documents, have them approved by both parties, and record them at the registry.

PLEASE NOTE: you cannot start work until after Council approval.

Khaleej Real Estate, LLC. Record of Work Completed:

Company: Lajoies Aluminum and Vinyl Products, LLC

**Description of work: Remove existing clapboard and re-side left hand side of 123 Main st.
Install white vinyl siding and aluminum soffit wrap.**

Cost: \$5300

Note:

This work was completed without a formal written quote. Our neighbor at the property, John Diccio, had his house re-sided at the same time as the gap between our two properties is only a couple of feet. The contractor is a long time friend and colleague of his, and he negotiated this work on my behalf, given the joint nature of the project.

A permit was pulled, in accordance with the HDC requirements, and the work was completed spring 2018.

I have requested that the contractor provide me with an 'after the fact' paid in full invoice, but I have not received it. In order to further substantiate this, I have provided the 1099 issued to Lajoies Aluminum and Siding, LLC as proof of the payment. Our company has not used Lajoies for any other work in 2018.

I have provided pictures of the siding before the work was completed. I can provide pictures of the completed work, if required.

Thanks,

Mark Davenport

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.

Khaleej Real Estate, LLC
216 72nd St

1
Brooklyn NY 11209

603-609-5156

PAYER'S TIN

81-4972817

RECIPIENT'S TIN

20-0533263

RECIPIENT'S name

Lajoies Aluminum and Vinyl Produc

Street address (including apt. no.)

225 Lovell Lake Road

City or town, state or province, country, and ZIP or foreign postal code

Sanbornville NH 03872

Account number (see instructions)

FATCA filing requirement
☐

2nd TIN not
☐

15a Section 409A deferrals

\$

15b Section 409A income

\$

1 Rents

\$

2 Royalties

\$

3 Other income

\$

5 Fishing boat proceeds

\$

7 Nonemployee compensation

\$ 5300.00

9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ☐

11

13 Excess golden parachute payments

\$

16 State tax withheld

\$

\$

OMB No. 1545-0045

2018

Form 1099-MISC

4 Federal income tax withheld

\$

6 Medical and health care payments

\$

8 Substitute payments in lieu of dividends or interest

\$

10 Crop insurance proceeds

\$

12

14 Gross proceeds paid to an attorney

\$

17 State/Payer's state no.

\$

Miscellaneous Income

Copy C
For Payer

For Privacy Act and Paperwork Reduction Act Notice, see the 2018 General Instructions for Certain Information Returns.

18 State income

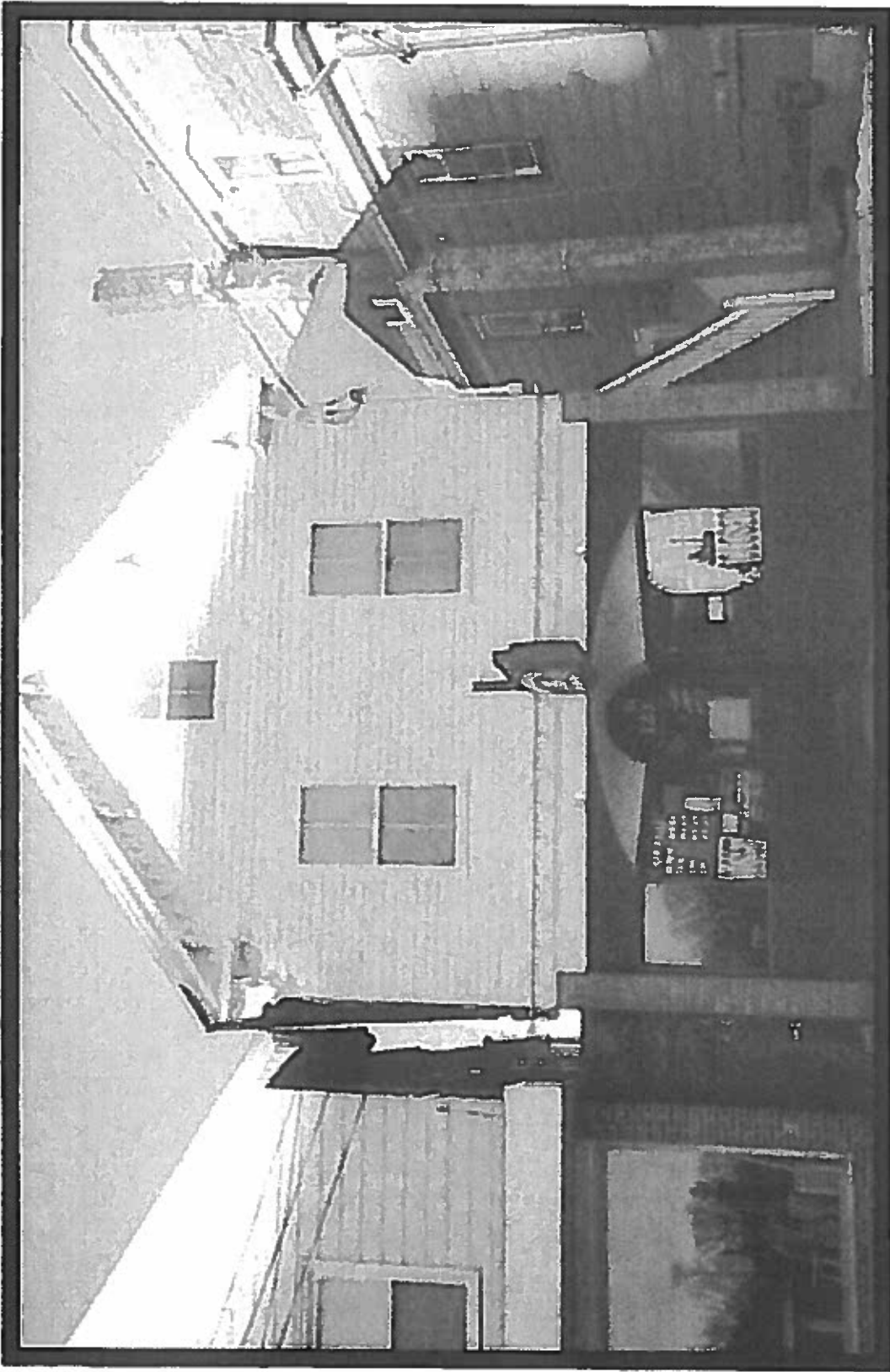
\$

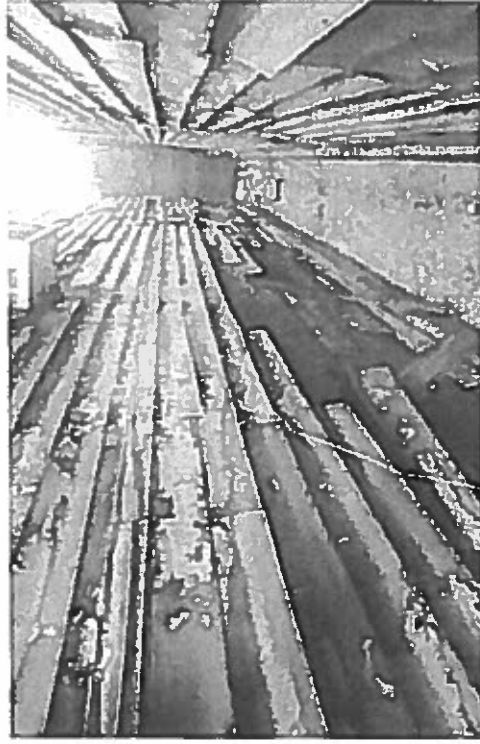
\$

Form 1099-MISC

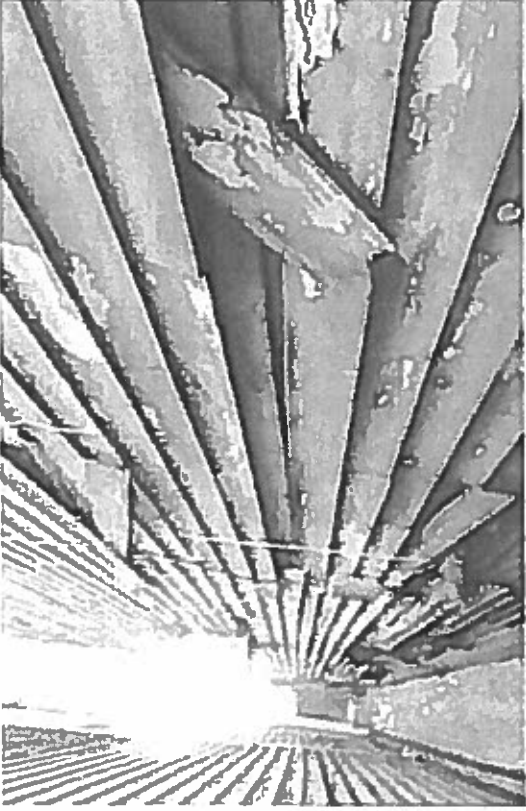
www.irs.gov/Form1099MISC

Department of the Treasury - Internal Revenue Service





**fully depreciated damaged
siding**



roof water is causing damage



wood trim pulling off

Mark Davenport General Contracting
216 72nd St
Brooklyn NY 11209
603-609-5156
markjamesdavenport@gmail.com

Invoice

Description of work	Cost
Updating commercial space at 123 Main St. Installation of floating laminate floor, vinyl tiles, mudding/taping of poor condition sheetrock, painting, trash removal etc.	\$4150
Project management and hiring of additional workers.	
Material cost	\$888
	Total: \$5038

Payable upon receipt. Prompt payment is appreciated!

Mark Davenport General Contracting
216 72nd St
Brooklyn NY 11209
603-609-5156
markiamesdavenport@gmail.com

Invoice

Description of work	Cost
Bathroom/kitchen labor. Updates at 123 Main St #B. Installation of flooring, painting, appliances and other cosmetic work	\$2000
Material cost	\$1543
	Total: \$3543

Payable upon receipt. Prompt payment is appreciated!

Adam Mangold Renovations
539 Senator St
Brooklyn NY 11209

INVOICE FOR WORK COMPLETED

Date of Invoice: 3/16/18

Scope of Work:

General contracting @ 123 Main St #B, Somersworth NH 03878.
Refinishing floors, installing new tile/lino, replacing fixtures, painting and other
misc work

Rate of Pay: \$50p/h.

Total hours worked: \$50

Total due: \$2500

Paid in full, 3/16 and 3/19.

Thanks!

Shanna Saunders

From: Shanna Saunders
Sent: Wednesday, January 23, 2019 11:53 AM
To: 'Mark Davenport'
Subject: CR Tax Relief Incentive App - 123 Main

Hi Mark –

I am in receipt of your CR Tax Relief Incentive App. For 123 Main. The application is not yet complete. We need specific information regarding the work to be completed including estimates of the proposed work. You mention siding, roof, Apt 2 and Comm Space. If you could please submit estimates for the siding and the roof and then a detailed explanation of what work will be done to Apt 2 and the Comm Space, also with estimates.

Once we get this information we will move the application forward to City Council for approval.

Once we get Council approval we will ask for a \$500 legal escrow to then draw up the covenant documents, have them approved by both parties, and record them at the registry.

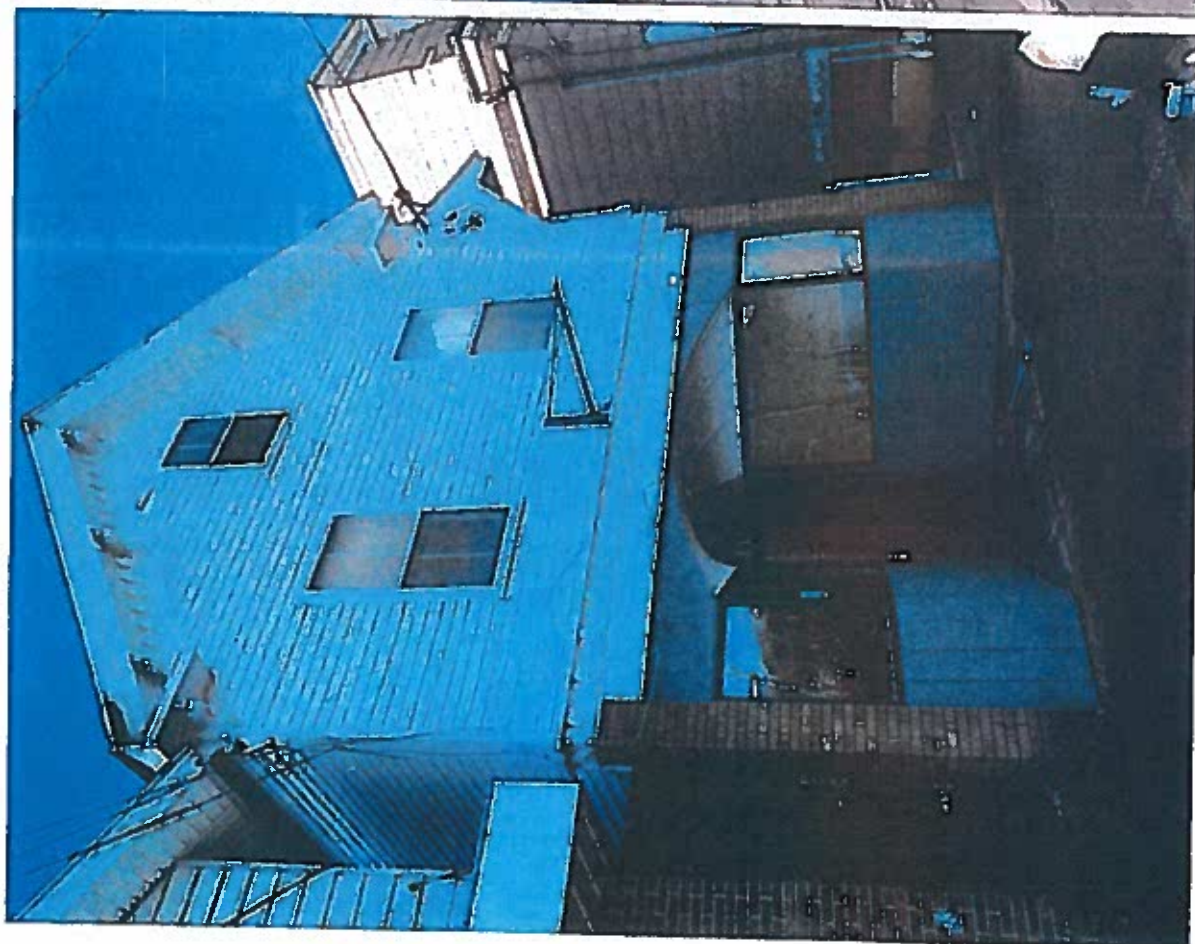
PLEASE NOTE: you cannot start work until after Council approval.

Please let me know if you have any questions!

Shanna

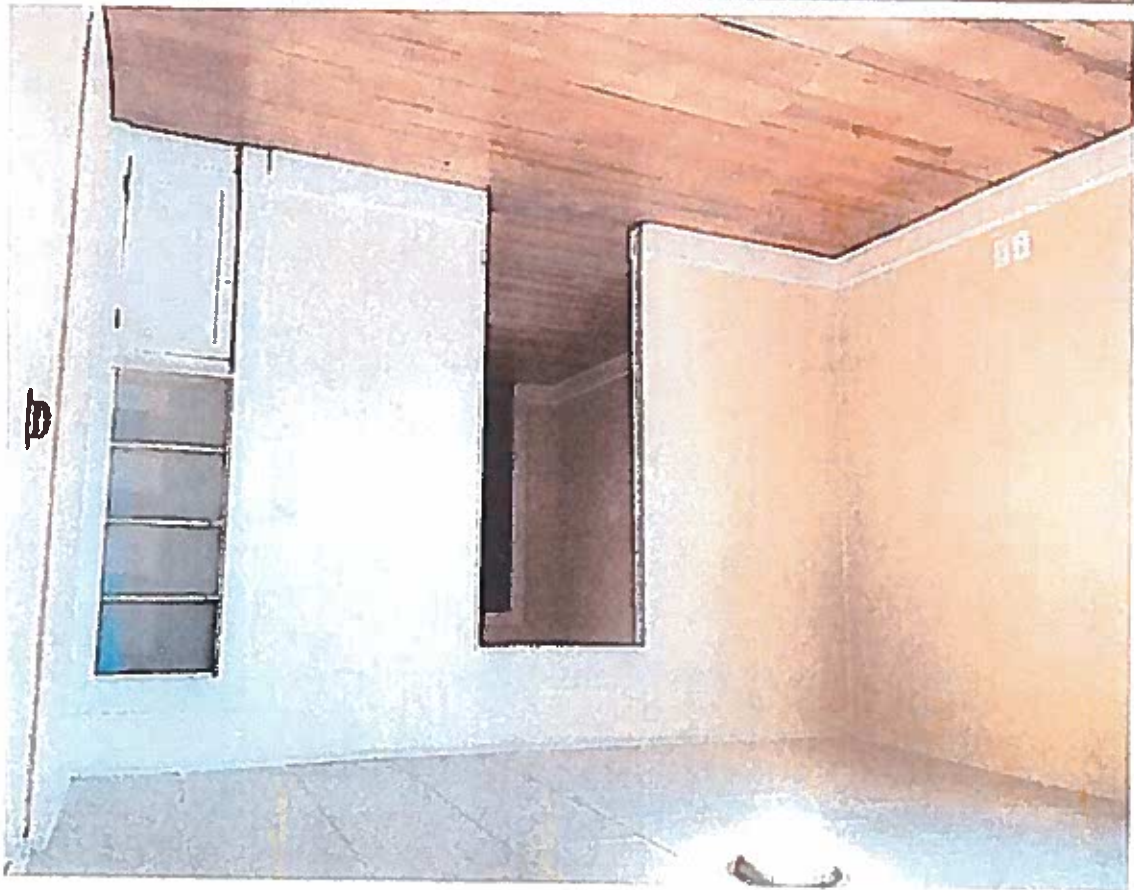
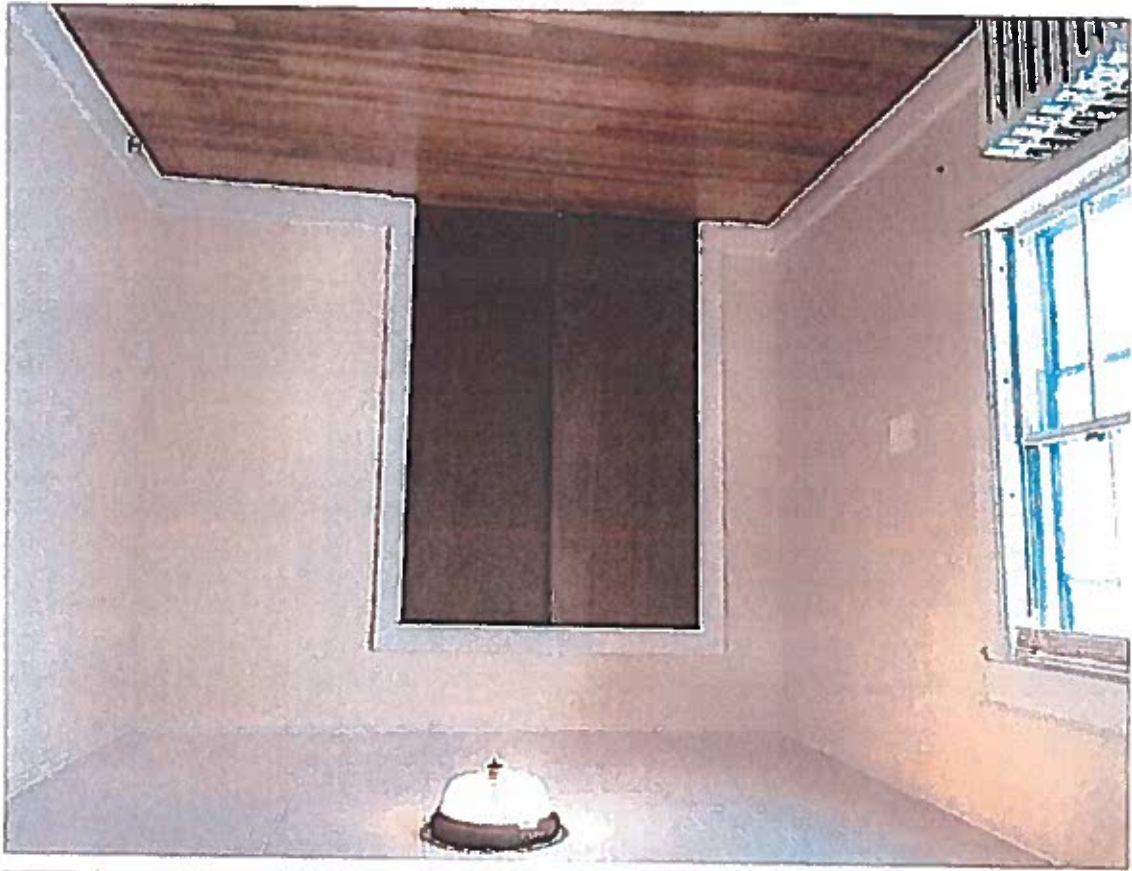
Shanna B. Saunders
Director of Development Services
City of Somersworth
One Government Way, Somersworth, NH 03878
Office: (603) 692-9519
Web: <http://www.somersworth.com>

“Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has.” Margaret Mead









CHAPTER 31

COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

State Law References: Community Revitalization Tax Relief Incentive, RSA 79-E, State Economic Growth, Resource Protection and Planning Policy, RSA 9-B, Appraisal of Taxed Property, RSA 75:1, Collection of Taxes, RSA 80:1-80:42-a, and Administrative Procedure Act, RSA 541-A.

Section 1 Declaration of Public Benefit

- A. It is declared to be a public benefit to enhance Somersworth's Downtown Revitalization District with respect to economic activity, cultural and historic character, sense of community, and in-town residential uses that contribute to economic and social vitality.
- B. It is further declared to be a public benefit to encourage the rehabilitation of underutilized structures in the downtown as a means of encouraging growth of economic, residential, and municipal uses in a more compact pattern, in accordance with RSA 9-B.
 - 1. In instances where a qualifying structure is determined to possess no significant historical, cultural, or architectural value and for which the City Council makes a specific finding that rehabilitation would not achieve one or more of the public benefits established in Chapter 31, Section 7 to the same degree as the replacement of the underutilized structure with a new structure, the tax relief incentives provided under this chapter may be extended to the replacement of an underutilized structure in accordance with the provisions of this chapter.
- C. Short-term property assessment tax relief and a related covenant to protect public benefit as provided under this ordinance are considered to provide a demonstrated public benefit if they encourage the substantial rehabilitation and use of qualifying structures, or in certain cases, the replacement of a qualifying structure, as defined in this ordinance

Section 2 Tax Relief Authority

The City of Somersworth hereby adopts RSA 79-E in the manner specified under RSA 79-E:3. In addition, the City has modified the incentive program to best suit the needs of the City and its constituents.

In the interpretation and enforcement of this article, all words other than those defined specifically below shall have the meanings implied by their context in the ordinance or the ordinarily accepted meanings. For the purpose of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Section 3 Definitions

Covenant. A formal and legally binding agreement or contract such as a lease, or one of the clauses in an agreement of this kind.

Qualifying Structure. A building located in the Downtown Revitalization District as depicted on the Official RSA 79:E Map of the City of Somersworth dated February 2013 and incorporated herein as Appendix A.

Replacement. The demolition or removal of a qualifying structure and the construction of a new structure on the same lot.

Substantial Rehabilitation. Rehabilitation of a qualifying structure which costs at least 15 percent of the pre-rehabilitation assessed valuation or at least \$75,000, whichever is less.

Tax increment finance district. Any district established in accordance with the provisions of NH RSA 162-K.

Tax Relief. A period of time, as determined by the City Council in accordance with this ordinance, the property tax on a qualifying structure shall not increase as a result of the substantial rehabilitation thereof.

Tax Relief Period. The finite period of time during which the tax relief will be effective, as determined by the City Council pursuant to Chapter 19, Sec. 19-20.

Section 4 Community Revitalization Tax Relief Incentive

- A. An owner of a qualifying structure who intends to substantially rehabilitate or replace such structure may apply to the City Council through the Department of Development Services. The applicant shall file a complete application form including the address of the property, a description of the intended rehabilitation or replacement, any changes in use of the property resulting from the rehabilitation or replacement, and submit the required non-refundable application fee of \$50.
 - 1. In order to assist the City Council with the review and evaluation of an application for replacement of a qualifying structure, an owner shall submit to the City Council as part of the application, a New Hampshire Division of Historical Resources Individual Resource Inventory Form, prepared by a qualified architectural historian and if the qualifying structure is located within a designated historic district established in accordance with NH RSA 674:46, a letter from the Somersworth Historic District Commission that identifies any and all historical, cultural, and architectural value of the structure or structures that are proposed to be replaced and the property on which the structure(s) are located. The application for tax relief shall not be deemed to be complete and the City Council shall not schedule the public hearing on the application for replacement of a qualifying structure as required under NH RSA 79-E:4,II until the inventory form and letter, as well as other required information, have been submitted.
- B. Upon receipt of an application, the application will be reviewed by the Director of Planning and Community Development and any other City official deemed appropriate by the Director for any compliance issues. The applicant must satisfactorily answer any questions they may have for the application to be deemed complete.

- C. The City Council will hold a duly noticed public hearing to take place no later than 60 days from receipt of an application, to determine whether the structure at issue is a qualifying structure; whether the proposed rehabilitation qualifies as substantial rehabilitation; and whether there is a public benefit to granting the requested tax relief and, if so, for what duration.
- D. No later than 45 days after the public hearing, the City Council shall render a decision granting or denying the requested tax relief and, if so granting, establishing the tax relief period.
- E. The City Council may grant the tax relief, provided:
 - 1. The City Council grant the request by a majority vote; and
 - 2. The City Council finds a public benefit under Chapter 31, Section 7; and
 - 3. The specific public benefit is preserved through a covenant under Chapter 31, Section 8; and
 - 4. The City Council finds that the proposed use is consistent with the municipality's master plan and development regulations; and
 - 5. In the case of a replacement, the City Council specifically finds that the Somersworth Historic District Commission has determined that the replaced qualifying structure does not possess significant historical, cultural, or architectural value, the replacement of a qualifying structure will achieve one or more of the public benefits identified in Chapter 31, Section 7 to a greater degree than the renovation of the underutilized structure, and the historical, cultural, or architectural resources in the community will not be adversely affected by the replacement.
- F. If the City Council grants the tax relief, they shall identify the specific public benefit achieved under Chapter 31, Section 7 and shall determine the precise terms and duration of the covenant to preserve the public benefit under Chapter 31 Section 8.
- G. If the City Council, in its discretion, denies the application for tax relief, such denial shall be accompanied by a written explanation. The City Council's decision may be appealed either to the board of tax and land appeals or the superior court in the same manner as provided for appeals of current use classification pursuant to RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith or discrimination.
- H. The City Council shall have no obligation to grant an application for tax relief for properties located within a tax increment finance district when the City Council determines, in its sole discretion, that the granting of tax relief will impede, reduce, or negatively affect:
 - 1. The development program or financing plans for such tax increment finance districts; or
 - 2. The ability to satisfy or expedite repayment of debt service obligations incurred for a tax increment finance district; or
 - 3. The ability to satisfy program administration, operating, or maintenance expenses within a tax increment financing district.

Section 5 Duration of Tax Relief Period

A. The City Council may grant such tax assessment relief for a period of up to 5 years, beginning with the completion of the substantial rehabilitation.

1. For the approval of a replacement of a qualifying structure, the City Council may grant such tax assessment relief for a period of up to five years, beginning only upon the completion of construction of the replacement structure. The City Council may, in its discretion, extend such additional years of tax relief as provided for under this section, provided that no such additional years of tax relief may be provided prior to the completion of construction of the replacement structure. For the purposes of this section, the issuance of a Certificate of Occupancy shall constitute completion of construction. The municipal tax assessment of the replacement structure and the property on which it is located shall not increase or decrease in the period between the approval by the City Council for the replacement structure and the time the owner completes construction of the replacement structure and grants to Somersworth the covenant to protect the public benefit as required by this chapter. The City Council may not grant any tax assessment relief under this chapter with respect to property and structures for which an election has been made for property appraisal under NH RSA 75:1-a.

B. The City Council may, in its discretion, add up to an additional 2 years of tax relief for a project that results in new non-subsidized residential units if the rehabilitation is done in conjunction with the retail/commercial portion of the building.

Tax relief for the rehabilitation of upper floor non-subsidized, non-single family residential units, as a stand-alone project, will be eligible for tax relief for a period of 2 years.

C. The City Council may, in its discretion, add up to an additional 4 years of tax relief for the substantial rehabilitation of a qualifying structure that is listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or is located within and important to a locally designated historic district, provided that the substantial rehabilitation is conducted in accordance with the U.S. Secretary of Interior's Standards for Rehabilitation.

Section 6 Resumption of Full Tax Liability

Upon expiration of the tax relief period, the property shall be taxed at its market value in accordance with RSA 75:1.

Section 7 Public Benefit

The proposed substantial rehabilitation must provide at least one of the following public benefits in order to qualify for tax relief under this ordinance:

A. It enhances the economic vitality of the downtown;

- B. It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district in which the building is located; or
- C. It promotes development of compact and vibrant municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B.
- D. It increases non-subsidized residential housing in the Downtown Revitalization District.

Section 8 Covenant to Protect Public Benefit

- A. Tax relief for the substantial rehabilitation or replacement of a qualifying structure shall be effective only after a property owner grants to the municipality a covenant ensuring that the structure shall be maintained and used in a manner that furthers the public benefits for which the tax relief was granted and as otherwise provided in this chapter.
- B. The covenant shall be coextensive with the tax relief period. The covenant may, if required by the City Council, be effective for a period of time up to twice the duration of the tax relief period.
- C. The covenant shall include provisions requiring the property owner to obtain and maintain a certificate of occupancy for the duration of the tax relief period.
- D. The covenant shall include provisions requiring the property owner to obtain casualty insurance, and flood insurance if appropriate. The covenant may include, at the City Council's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition or damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of provisions set forth in Chapter 31, Section 9.
- E. To protect public benefit, the City Council shall provide for the recording of the covenant with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property.
- F. The applicant shall pay any reasonable expenses incurred by the municipality in the drafting, review, and/or execution of the covenant. The applicant also shall be responsible for the cost of recording the covenant.

Section 9 Termination of Covenant; Reduction of Tax Relief; Penalty

- A. If the owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided in Chapter 31, Section 8 D, the City Council shall, after a duly noticed public hearing, determine whether and to what extent the public benefit of the rehabilitation or replacement has been diminished and shall determine whether to terminate or reduce the tax relief period in accordance with such determination. If the covenant is terminated, the City Council shall assess all taxes to the owner as though no tax relief was granted, with interest in accordance with paragraph B.
- B. Any tax payment required under paragraph A shall be payable according to the following procedure:

1. The commissioner of the department of revenue administration shall prescribe and issue forms to the local assessing officials for the payment due, which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.
2. The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.
3. Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.
4. Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any amount not paid within the 30-day period. Interest at 12 percent per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no tax relief had been granted.

Section 10 Lien for Unpaid Taxes

The real estate of every person shall be held for the taxes levied pursuant to RSA 79-E:9.

Section 11 Enforcement

All taxes levied pursuant to RSA 79-E:9 which are not paid when due shall be collected in the same manner as provided in RSA 80.

Section 12 Rulemaking

The City of Somersworth will abide by any rules the Commissioner of the Department of Revenue Administration adopts, pursuant to RSA 541-A, relative to the payment and collection procedures under RSA 79-E:9.

Section 13 Extent of Tax Relief

- A. Tax relief granted under this ordinance shall pertain only to assessment increases attributable to the substantial rehabilitation performed under the conditions approved by the City Council and not to those increases attributable to other factors including but not limited to market forces; or
- B. Tax relief granted under this ordinance shall be calculated on the value in excess of the original assessed value. Original assessed value shall mean the value of the qualifying structure assessed at the time the City Council approves the application for tax relief and the owner grants to the municipality the covenant to protect public benefit as required in this ordinance, provided that for a qualifying structure which is a building destroyed by fire or act of nature, original assessed value shall mean the value as of the date of

- approval of the application for tax relief of the qualifying structure that would have existed had the structure not been destroyed; or
- C. The tax relief granted under this chapter shall only apply to substantial rehabilitation or replacement that commences after the City Council approves the application for tax relief and the owner grants to the City Council the covenant to protect the public benefit as required in this chapter, provided that in the case of a qualifying structure which is a building destroyed by fire or act of nature, and which occurred within 15 years prior to the adoption of the provisions of this chapter by the City council, the tax relief may apply to such qualifying structure for which replacement has begun, but which has not been completed, on the date the application for relief under this chapter is approved.

Section 14 Other Programs

The provisions of this ordinance shall not apply to properties whose rehabilitation or construction is subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50 percent of construction costs from state or federal programs.

Section 15 Reserved

This ordinance shall take effect upon its passage.

Passed 2/19/2013.

AGREEMENT
CITY OF SOMERSWORTH
&
AMERICAN AMBULANCE, INC.

1. Term and Termination. This Agreement, between the City of Somersworth (City) and American Ambulance, Inc. (Contractor), shall be for a term of four (4) years beginning on *August 1, 2015, through July 31, 2019*, unless terminated earlier by the rights stated herein. This Agreement may be terminated by either party upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice ("Breach Notice") thereof to the other Party. The Breach Notice must specifically identify the material breach and specifically request remedy. Either party may terminate this Agreement without cause by ninety (90) days written notice to the other party.

The City of Somersworth reserves the right to extend the term of this agreement for an additional four (4) year term beginning July 31, 2019 through July 31, 2023. The Contractor should be notified 90 days in advance of the conclusion of the initial four (4) year term of the City's intention to exercise the right to extend the agreement.

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

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

The Contractor will re-supply the Fire Department with disposable supplies used during incidents.

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

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

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

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

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

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

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

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

The Contractor shall maintain electronic tracking of its mobile units.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall offer a biannual EMT basic course to Somersworth Fire and Police personnel, training to occur within the Seacoast Region with a minimum of 4 preregistered City personnel.

The Contractor shall offer a biannual EMT-A course to Somersworth Fire personnel, training to occur within the Seacoast Region with a minimum of 4 preregistered City personnel.

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

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

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

a. Insurance coverage shall be maintained throughout the Term of this Agreement at the following levels: General Liability Aggregate: \$6,000,000; General Liability per Occurrence: \$2,000,000; Personal Injury: \$2,000,000; Automobile Liability: \$5,000,000, Worker's Compensation: \$ 1,000,000; Professional Liability: \$10,000,000 (per occurrence aggregate). The City shall be named as "Additional Insured".

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

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

19. **Indemnity.** Contractor shall indemnify, defend and hold the City, its employees and agents harmless against any claims, liability, losses or damages, incurred by it which may arise from the breach of this Agreement or any negligent, intentional or other tortuous act or failure to act by Contractor related to the performance of this Agreement.
20. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent Contractor and no party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. It will be understood that once dispatched to a call, said ambulance will fall under the rules of the Incident Command System and/or the National Incident Management System.
21. **No Influence of Referrals.** It is not the intent of any party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, nor shall it be based on the purchasing, leasing, or ordering of any services other than specific services described in this Agreement.
22. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.
23. **Compliance with Laws.** Each party shall be in material compliance with all applicable federal, state or local laws, including the federal Anti-Kickback Statute.
24. **Amendments to Agreement.** This Agreement contains all agreements of the parties with respect to the matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.
25. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

(a) By personal delivery, when delivered personally;

(b) Overnight courier, upon written verification of receipt;

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

If to American Ambulance:

Paul Robidas
American Ambulance, Inc.
183 Route 108
Somersworth, NH 03878

If to City of Somersworth:

Robert M. Belmore, City Manager
City Hall
One Government Way
Somersworth, NH 03878

cc: City Clerk
City Hall
One Government Way
Somersworth, NH 03878

26. **Force Majeure.** Contractor shall not be responsible for any delays in or failure of performance resulting from acts of God, Riot, War, Civil Unrest, Natural Disaster, Labor Dispute or other circumstance not reasonably within its control.
27. **HIPAA.** Each party shall comply with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations hereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

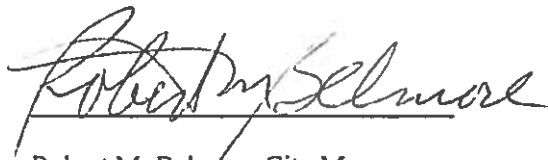
Compliance Program and Code of Conduct. The City acknowledges that Contractor has made available to the City a copy of its Compliance Program and Code of Conduct at Contractor's website, located at www.AmericanAmbulanceSvc.com as may be changed from time-to-time. Contractor warrants that its personnel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

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

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

CITY OF SOMERSWORTH

AMERICAN AMBULANCE, INC

A handwritten signature in dark ink, appearing to read "Robert M. Belmore", written over a horizontal line.

Robert M. Belmore, City Manager

A handwritten signature in dark ink, appearing to read "Charles Maymon", written over a horizontal line.

Charles Maymon, Regional CEO

07-22-15

Date

07-24-2015

Date

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

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

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

FIRST AMENDMENT

This First Amendment to the Agreement ("Amendment") is made as of the 11 day of *December 2015* by and between American Ambulance, Inc. ("Contractor" or "Falck") and the City of Somersworth ("City").

WHEREAS, Falck and City entered into the Agreement ("Agreement") on or about July 24th, 2015 for the purpose of Falck's performance of providing ambulance transportation and other health care transportation services for the City; and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

1. Incorporation of the Recitals. The recitals set forth above and the Agreement referred to therein are hereby incorporated herein by reference as if set forth in fully in the body of this Amendment. To the extent of any conflict in the terms of the Agreement and this Amendment, the latter shall govern.
2. Amendment to Section 18. The following contractual language found within Section 18.(a.) **Insurance** of the Agreement is hereby deleted from the Agreement:
"The Contractor also agrees to provide the City with a payment bond and a performance bond, each in an amount not less than \$500,000, for the duration of this contract and any extensions thereof. Performance and payments bonds may be issued on an annual basis by a surety acceptable to the City and renewed or continued annually at the option of the Contractor's surety. If the performance and payment bond are not renewed, Contractor shall arrange for replacement bonds or provide another form of security acceptable to the City."
3. Amendment to Section 17. **Section 17. Somersworth strives to be a "Heart Safe" Community**, is hereby amended to include the following language at the end of the Section:

"Contractor shall provide City with two (2) AED's annually to further promote a "Heart Safe" community for the residents of Somersworth. The Contractor annually shall provide updated training for Somersworth employees at facilities with AED's. Contractor shall provide at no cost AED maintenance and training of City staff."
4. Survival. All other terms and conditions contained in the Agreement will remain in full force and effect.

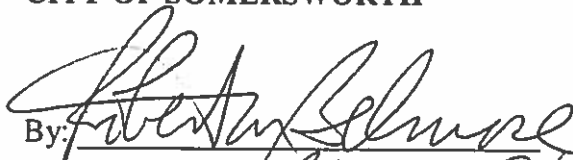
***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE
FOLLOWS]***

IN WITNESS WHEREOF, the parties has caused this Amendment to be duly executed
as of the day and year first written above.

AMERICAN AMBULANCE, INC.

By: 
Brendan McNiff, Regional COO

CITY OF SOMERSWORTH

By: 
Name: **Robert M. Belmore**
Title: **CITY MANAGER**

Working together is success.

— Henry Ford



City of Somersworth, NH Goal Setting Session

March 24, 2018

Primex
NH Public Risk Management Exchange

Center for
Public Sector
Advancement

Promoting Excellence in the Public Sector

Purpose and Intended Result of the Session

The purpose of this goal setting session was to assist the Somersworth City Council, the City Manager and City department heads in establishing short- and long-term goals that will move the City's vision forward. The goals identified will become part of the Council and management staff's ongoing action plan.

Attendees

Mayor and Council

Dana S. Hilliard, Mayor

Mary Pepin, Ward 1 City Councilor

Kenneth Vincent, Ward 2 City Councilor *-ABSENT*

Martin P. Dumont Sr., Ward 3 City Councilor

Jonathan McCallion, Ward 4 City Councilor

Denis Messier, Ward 5 City Councilor

Nancie Cameron, At-Large City Councilor

Edward Levasseur, At-Large City Councilor

David Witham, At-Large City Councilor

Dale Sprague, At-Large City Councilor

City Manager and Department Heads

Robert M. Belmore, City Manager

Scott A. Smith, Deputy City Manager & Director of Finance & Administration

Michael Bobinsky, Director of Public Works & Utilities

Shanna Saunders, Director of Planning & Community Development

Dave Kretschmar, Police Chief

Keith Hoyle, Fire Chief

Other

Richard Brooks, HDC Member

The session was facilitated by:

Carl Weber, Director of Members Services, Primex³

Shelley Walts, Member Services Consultant, Primex³

Ground Rules

At the outset of the session, participants identified a list of ground rules that set the stage for how to proceed. Participants chose the following ground rules for themselves:

- Be respectful / listen
- Be cooperative
- No discounting people's opinions

Brief Review of Somersworth's Vision 2020 and Core Values

The participants briefly reviewed the City's Vision and Core Values. These factors make up a lens through which goals and objectives can be evaluated and developed. The group agreed that nothing needed to be added or changed to the vision 2020 Statement.

Vision 2020

Somersworth will be a vibrant and highly sought after community in which to live, work and play that celebrates its history, culture, diversity and industrial roots.

Participants also reviewed the Core Values and determined that they should remain as stated below:

Core Values

Trust - *With each other and with the community, being reciprocal in nature*

Respect - *Fostering different views*

Serve - *Serving the public needs*

Identification and Prioritization of Goals

Goals were defined as qualitative statements of what the City intends to accomplish over a period of years. These are 'big picture' items vital to organizational success.

The Mayor and Council each wrote out goals with a maximum of three each. The participants then shared their goals (one at a time around the room).

As each goal was discussed, and described, the individual that shared the goal decided whether it was similar to, or different from, a previously stated goal. Similar goals were placed in the same 'bucket,' and at the end of the process, the group had created a total of five buckets, each with its own sub-goals or descriptions. After a short break, the groupings were examined and a few goals were moved to more applicable categories.

The categories were as follows:

1. Our Image

- a. Improve perception that Somersworth is "not safe"
- b. Attract high-end developers
- c. Public Relations
- d. Main St.
- e. Maintaining school excellence
- f. New business
- g. Destination community
- h. Educate volunteer boards
- i. Streamline development
- j. 10 year crime/safety plan

2 Cultural/Recreational/Arts Development

- a. Improve recreation, arts (within 10 months)
- b. Ten year athletic / park plan
- c. A local gathering center

3. Infrastructure

- a. Continued road / utility infrastructure investment
- b. Fire station project
- c. Plaza completion and Veterans park project

4. Development Principles Redefined

- a. Improve development process perception
- b. Smart growth
- c. Economic development strategic plan (10 years)
- d. Cooperative marketing plan
- e. Streamline our economic development process
- f. Improve marketability (10 year plan)

5. Community Sustainability

- a. Go back to trying to buy local (with methodology)
- b. Produce our own energy
- c. Environmental sustainability
- d. If our power was cheaper, business would come
- e. Safer in the future, as our reliance is on us
- f. Looking at ways to generate our own power-solar, wind, hydro, digesters, trash

Development of Strategic Objectives for Top Goals

Strategic Objectives were defined as short- and long-term quantitative results that directly support the goals. Objectives should be measurable, achievable, and consistent with the goals, and should also align with the City's overall vision, mission and core values. These objectives create the basis for an ongoing action plan going forward.

Participants were broken into groups, and each group was tasked with developing at least two strategic objectives to help the City achieve its goals, as outlined earlier in the session. Each group was assigned to address one of the five broad goals listed above. Participants then returned to report their identified strategic objectives to the full group, and the full group had the opportunity to provide additional feedback and direction on the objectives. The strategic objectives for each goal were as follows.

GOAL: Our Image

Strategic Objective 1: Volunteer Boards

- a. Orientation (Annual update)
- b. New Board members' education (within 30 days)

Strategic Objective 2: Image

- a. Sustainable Infrastructure improvements (ongoing → 10 years)
- b. Expand ambassadors
- c. Focus on ongoing active communication
- d. Community policing and activities (i.e. food trucks)

Strategic Objective 3: Market Somersworth

- a. Council: Staff: Boards: Community (ongoing → 10 years)
- b. Educate the public (ongoing → 5 years)
- c. Use all mediums and platforms
- d. Proactive staff and council

GOAL: Cultural / Recreational / Arts Development

Strategic Objective 1: Establish Capital Reserve Fund for recreation

- a. Improvements of parks and facilities

Strategic Objective 2: Establish a Capital Reserve Fund for the Arts

- b. To leverage dollars to go after state money to improve gathering places and art features. Example: water fountain or clock

Strategic Objective 3: Recreation Committee

- c. To establish 10 year maintenance / development / usage plan for parks and / or athletic fields.
- d. To also include city / school

Strategic Objective 4: Talk with Dover about Willand property for Athletic development potential

GOAL: Infrastructure (review need on a pre-determined basis)

Strategic Objective 1: Continued road / utility infrastructure investment

- a. Complete streets approach
- b. Move forward with public safety committee recommendations

Strategic Objective 2: Fire station project

- a. FY2022

Strategic Objective 3: Plaza completion and Veterans park project

- a. Three months for Plaza RFP

GOAL: Development Principles Redefined

Strategic Objective 1: Annual land use board training

Strategic Objective 2: "New Member" on boarding process

- a. Orientation packet

Strategic Objective 3: Clearly outline steps to development process

- a. Utilize 'concept' review with staff
- b. Utilize 'concept' review with boards

Strategic Objective 4: Develop marketing plan/strategy

- a. Website, branding, etc.
- b. Continue EDM meetings with stakeholders

GOAL: Community Sustainability

Strategic Objective 1: Existing

- a. Hydro
- b. Solar on landfill
- c. Existing Co-op
- d. Upgrade to LED-Muni Street lights

Strategic Objective 2: Future Goals

- a. Upgrades to include own energy generation (wastewater treatment plant)
- b. Encourage new development to use LED
- c. Make muni rules (purchasing) stronger
- d. Encourage-thru incentives-new construction to use-sustainable practices

Strategic Objective 3: Create destination locations or events to give people a reason to stop vs. driving through (food truck festival, kiosk, or niche food market)

Wrap-Up, Recap and Action Plan

The next step following this session will be for the City Manager, department heads, and City staff to work together to develop specific tactics for accomplishing the identified goals and objectives. Tactics describe specifically HOW the goals and objectives will be met.

Concluding Thoughts

Thank you again for the opportunity to participate in this important process. Primex³ appreciates the opportunity to provide assistance to members with goal setting, and to help governing bodies develop paths to achieve their visions. A forward-looking community that is deliberate, disciplined, and strategic in developing and accomplishing its goals illustrates how *"good management is good risk management."*

Center for
Public Sector
.....
A d v a n c e m e n t



Bow Brook Place
46 Donovan Street
Concord, NH 03301

603-225-2841
800-698-2364

www.nhprimex.org

Trust. Excellence. Service.

MITCHELL MUNICIPAL GROUP, P.A.

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246
www.mitchellmunicipalgroup.com

WALTER L. MITCHELL
LAURA A. SPECTOR-MORGAN
STEVEN M. WHITLEY
NAOMI N. BUTTERFIELD
JUDITH E. WHITELAW (OF COUNSEL)

TELEPHONE (603) 524-3885

March 28, 2019

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 18-19

**Title: TO AMEND CHAPTER 13, POLICE OFFENSES, SECTION 3.4,
MOTOR VEHICLE OPERATION, BY PROHIBITING MOTOR TRUCKS,
HEAVY TRUCKS AND TRACTOR-TRAILERS FROM MAKING A LEFT
HAND TURN ONTO STATION STREET FROM GOVERNMENT WAY**

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.

Date: _____

3/28/19

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: _____



MITCHELL MUNICIPAL GROUP, P.A.

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246
www.mitchellmunicipalgroup.com

WALTER L. MITCHELL
LAURA A. SPECTOR-MORGAN
STEVEN M. WHITLEY
NAOMI N. BUTTERFIELD
JUDITH E. WHITELAW (OF COUNSEL)

TELEPHONE (603) 524-3885

March 28, 2019

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 34-19

**Title: TO SUPPORT "HB2-FN-A" GRANT FUNDING APPROPRIATION
FOR A VETERANS MEMORIAL IN HONOR AND RECOGNITION OF
OUR NATION'S VETERANS AND ARMED SERVICE TROOPS**

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: _____

3/28/19

By: _____

