



*Office of the City Manager*

TO: Mayor Dana S. Hilliard and City Council Members  
FROM: Robert M. Belmore, City Manager  
DATE: Friday, April 15, 2022  
SUBJECT: City Manager's Report for Monday, April 18, 2022 City Council Meeting

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6:30 p.m. Non-meeting  
*Discuss Union Collective Bargaining Agreement Strategy*

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*Unfinished Business (under Section 14 of Agenda)*

Resolution

- A. **Resolution No. 29-22: To Amend Council Rules and Regulations Section 7, Order of Business.** The Government Operation Committee met on April 6<sup>th</sup> and voted to move this Resolution forward as written to the full Council.
- B. **Resolution No. 31-22: To Authorize the City Manager to Execute a Contract Amendment Requested by Waste Management Of New Hampshire, Inc. for Collection and Disposal of Municipal Solid Waste, Municipal Recycling, and Wastewater Treatment Sludge.** Again, the Finance Committee met on March 21<sup>st</sup> and voted to recommend this Contract Amendment.
- C. **Resolution No. 33-22: To Authorize the City Manager to Contract with Wickson Construction NH, LLC of Rye, NH for the Replacement of a Culvert on Rocky Hill Road.** Again, the Finance Committee met on March 21<sup>st</sup> and voted to support Staff's recommendation to move forward with Wickson Construction, the lowest bid received.
- D. **Resolution No. 34-22: To Authorize the City Manager to Contract with EnviroVantage of Epping, NH for the Abatement and Removal of Asbestos, PCBS, and a Fuel Oil Tank at the Former Somersworth Police Station Located at 5 Main Street.** Again, eleven (11) companies were invited to bid. The City received two (2) bids, EnviroVantage being the low bid. The Grant funds will allow us to complete the base bids and all the optional bids.

## *New Business (under Section 15 of Agenda)*

### Ordinance

- A. **Ordinance No. 10-22: Supplemental Appropriation for Additional Funding Needed for the Replacement of a Culvert on Rocky Hill Road.** The Finance Committee met on April 11<sup>th</sup> and voted to support this Supplemental Appropriation. Finance Director Scott Smith explained that Staff did include \$10,000 to address any potential cost increases for materials in this present environment. The consensus of the Committee was to also include an additional 10% funding as a project contingency. As required by City Charter, a Public Hearing should be scheduled for the next regular meeting on May 2, 2022.

### Resolution

- A. **Resolution No. 35-22: To Authorize the City Manager to Enter into a Grant Agreement with the State of New Hampshire Department of Safety, Homeland Security and Emergency Management for the Purchase of Emergency Operations Center Equipment and an Emergency Backup Generator for the Fire Station.** The Finance Committee met on April 11<sup>th</sup> to review this Grant Agreement. The Grant amount is \$125,000.00 to purchase equipment for the new Fire Station. The City is allowed to use the cost of the new Fire Station as the City's match toward the Grant. The Committee voted to support this Resolution. Attached is a Memorandum from Fire Chief George Kramlinger that provides further information on the Grant. I have also included a copy of the Grant Agreement.
- B. **Resolution No. 36-22: To Authorize the City Manager to Pre-Order One SUV Style Police Cruiser and One Unmarked Police Vehicle which will be Funded by a Lease Purchase Agreement as Part of the Fiscal Year 2023 Budget.** The Finance Committee met on April 11<sup>th</sup> and voted to recommend this Resolution. This is a purchase approved in the City's next Fiscal Year's Budget.
- C. **Resolution No. 37-22: To Authorize the City Manager to Execute a Lease Agreement Extension with Green Mountain Power of Colchester, Vermont for the Operation of a Hydroelectric Facility Currently known as the Lower Great Falls Project.** Attached is a copy of the proposed Amendment. Once a new license is approved by the Federal Energy Regulatory Commission (FERC), we will negotiate terms for a new long-term lease. I have also attached a copy of the original Lease Agreement that is dated April of 1981. Since the present Lease expires at the end of this month, please consider suspending Council Rules so that the extension can be granted on time.

### Other

- A. **Vote to Authorize the Sale of City Surplus Property-per Administrative Code, Chapter 29, Section 8.5, Disposal of City Property.** Attached is a copy of this Section of the City Ordinance as well as information pertaining to the vehicles and equipment to be sold on GovDeals. The equipment includes a tired Highway Plow and eventually we want to list the Fire Station Diesel Exhaust Extraction System.

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

**Informational Items**

1. **Boston Bruins-Mass General Brigham Street Hockey Clinic.** Attached is a Memorandum from our Recreation Supervisor Kristen Davenport that provides details for this exciting Youth Street Hockey Clinic this May 24<sup>th</sup>. Registration details will be available soon.

***Reminder***

**Workshops Prior to Regular Council Meetings**

- **Monday, May 2 at 6:30 p.m.** – Re: Sanitary Landfill Superfund Site, Legal Counsel Mark Beliveau, Esquire and Gareth Orsmond, Esquire
- **Monday, May 16 at 6:00 p.m.** – Re: National Guard Reuse Commission Report: SRPC Staff and Consultants via Zoom

**Attachments**

1. **City Attorney Certifications Four (4)**
2. **Department Head Reports**



# Housing in Somersworth





# Introduction

Michelle Mears, AICP

Director of Planning and Community Development  
City of Somersworth



Deborah I. Evans

Executive Director

Somersworth Housing Authority



# Is there a Workforce Housing Law? Yes-

## Workforce Housing

Per NH RSA 674:58-61 (the workforce housing law), workforce housing is rental housing affordable to households making up to 60 percent of the area median income and for-sale housing affordable to households making up to 100 percent of the area median income.

Workforce housing is not subsidized.



# Affordable vs. Workforce?

Affordable Housing definition: housing is affordable when total housing costs don't exceed 30% of household income. All housing is affordable to someone using that definition and "affordable housing" often used interchangeably with both workforce and low-income (subsidized) housing.

# What does this mean in dollars?

## 2021 Purchase and Rent Limits

The area median income in the Portsmouth-Rochester HMFA is **\$106,600**

For sale housing affordable to a household earning up to 100% of the area median income – **maximum cost of \$423,000 (gross housing costs)**

For rent housing affordable to a household earning up to 60% of the area median income – **maximum cost of \$1,440 (gross housing costs)**

**These numbers are produced in April of every year... the 2022 numbers will most likely look different.**

Somersworth is part of HUD's Rochester-Portsmouth HMFA (HUD metro Fairmarket area)



# Somersworth Housing Authority Portfolio

**Albert Nadeau Homes** located on Bartlett Ave and Verona Street

- Family Development
- 56 Units (1-4 BR)

**Filion Terrace** located on Washington Street and High Street

- Elderly and persons with disabilities
- 64 (1&2 BR)

**Charpentier Apartments** located on Franklin

- Elderly and persons with disabilities development
- 49 (1 BR)

# Somersworth Housing Authority Portfolio

Housing Choice Voucher Program

- 183 Total Annual Contribution Contract Housing Choice Vouchers (Tenant Based).
- Federal Housing Assistance Payment Contract with private owners throughout Somersworth
- Funded by HUD





# Somersworth Housing Authority

## Somersworth RAD Rehab Project

1. \$31 million funded from U.S. Housing and Urban Development NHFA, Low Income Housing Tax Credit, and Bond Funding sponsored Rental Assistance Demonstration program (RAD) to renovate 169 Units



# Privately Owned/Managed Properties

**Preservation Park** located at 163, 185, and 195 Main Street

- Elderly and persons with disability 26 (1 BR units)

**Smokey Hollow Common** located at 225 Main Street

- 16 Units (2&3 BR)

**Albert Jack Labonte “Maple Street Senior Complex”** located 191 Maple Street

- 37 (1 BR)

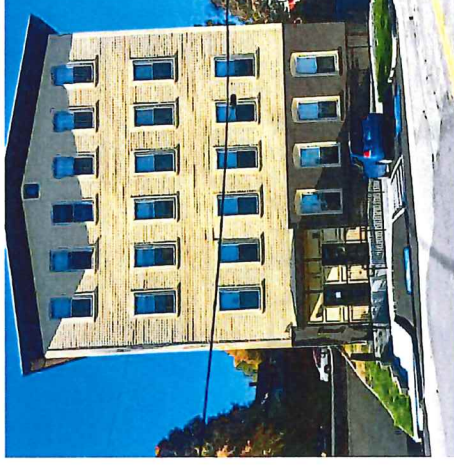




# Low Income Housing Tax Credit (LIHTC)

- Very competitive financing program through New Hampshire Housing Finance Authority
- Permanently affordable housing- thru deed restrictions for x number of years.
- Allows for much needed renovations and/or capital improvements
- Somersworth LIHTC projects:

Queensbury Mill, Maple Street Senior Apts, Somersworth RAD



# Somersworth 2021 Residential Building Permits



There were 35 newly completed residential structures Built, added, or modified to a new unit(s):

- Single Family Homes 27
- Manufactured Homes 8
- Duplex Homes 0
- Town House units 8
- Multifamily Buildings 1
- ADU 1

Total new living units 39

(Manufactured Homes are replacements and are not part of the “New” living units. The Multi Family building created 3 new living units.)

# Housing in Somersworth

- Median gross rent (all units)- \$1,394 per month (2021)  
10-year increase: 50.5 % (2011-2021)
- Vacancy rate (all BR/2 BR)- 0.0% (healthy market is 5-6%)
- Median sale price (all homes): \$260,000 (2020; sample size 151)

Data Source: NH Housing



# Strafford Housing Facts

## Strafford County

Median Gross Rent \$1,356 per month

10 year increase:45% (2011-2021)

Rental Vacancy Rate <1%

Median list price is \$320,000

42% of homes for sale in Strafford County are below \$300,000

## New Hampshire

Median gross rent \$1,347 per month

Rental vacancy rate 0.75%

Median list price \$344,900

3 months of supply for all homes and 1.6 months of supply for starter homes (<\$300,000)

Data Source: NH Housing

# Somersworth Housing Stock

DESCRIPTION	# PROPERTIES	TOTAL # UNITS
ONE FAMILY	2389	2389
CONDO	124	124
MOBILE HOME	520	520
2 FAMILY	309	618
3 FAMILY	65	195
SF W APT	24	48
Multiple Houses	304	662
APT 4-8 UNIT	78	378
APTS >8 UNIT	45	775

Data Source: City of Somersworth Patriot Properties Assessing Database

# Planning Board

February 2021 the Planning Board discussed the Fidelity Committee's request

- Strategy #2 Create Affordable Housing -Increase the availability and accessibility of affordable, safe/stable housing through a combination of land use policy changes, subsidies for permanent and transitional housing development and other approaches.
- PB- the City of Somersworth has a diverse portfolio of housing opportunities and there are no known regulatory barriers to the creation of affordable housing. At this time the Planning Board has not identified any potential new rezoning efforts.
- PB consensus was that the City has enough housing stock which include a fair share of affordable housing. The Board discussed the downtown parking overlay and form-based codes and recent zoning amendments.

# Congress New Urbanism- Case Study

- Somersworth was selected as a case study community (one of four in NH) to identify zoning conditions that may create barriers which can inhibit or drive up the cost of housing development.
- On April 26, 2021 the City of Somersworth attended a Zoom meeting with New Hampshire Housing Finance Authority, Congress of New Urbanism (CNU), and consultants in regards to CNU's Project for Code Reform.
- The CNU Team is preparing a memo for the City, documenting the details of their presentation and outlining potential responses and suggested recommendations on the first steps toward the implementation of an incremental code reform process for the City.



# Somersworth Zoning Changes-Action taken

- Adopted Accessory Dwelling Unit language 2018
- Adopted Form Based Code in 2020 to allow for mixed use and higher density in downtown
- Adopted Special Parking Overlay District 2020

# Potential Next Steps to Consider:

- Finalize the discussion from 2020 to rezone a portion of the Main Street corridor currently zoned as Business that allows for residential on the first floor.
- Examine density bonuses or other inclusionary zoning tools.
- Update the ADU ordinance to allow for detached and maximum square footage based upon the size of the primary structure.
- Explore Municipal Technical Assistant Grant opportunities to consider further innovative zoning changes.
- Explore adopting Residential Property Revitalization Zones (RSA 79-E:4-b) and/or Housing Opportunity Zones (RSA 79-E:4-c)
- Strafford Regional Planning Commission will receive funds from NH Department of Business and Economic Affairs to update the Housing Needs Assessment for the entire Strafford Region scheduled for 2022; examined when completed.
- \$100M InvestNH housing fund plan which will be funded by American Relief Plan funds to create workforce housing.

## Slide 18

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**MM2** Residential Property Revitalization Zones (79-E:4-b) and/or Housing Opportunity Zones (79-E:4-c).

It appears that both sections require a city/town to:

- adopt the new provisions by vote of its legislative body,
- designate the applicable areas in which tax relief shall apply, and
- establish criteria for the public benefits, goals, and measures that will determine eligibility [this is explicit for Residential Property Revitalization Zones, but presumably applies to some extent to Housing Opportunity Zones]

Michelle Mears, 1/26/2022

# For more information:

Michelle Mears, AICP  
Director of Planning and Community Development  
[mmears@somersworth.com](mailto:mmears@somersworth.com)



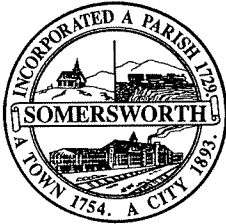
Deborah I. Evans  
Executive Director  
Somersworth Housing Authority  
[dievans@somersworthhousing.org](mailto:dievans@somersworthhousing.org)



Data from: NH Housing Finance Authority







## City of Somersworth – Resolution

Resolution No: **29-22**

### **TO AMEND COUNCIL RULES AND REGULATIONS, SECTION 7, ORDER OF BUSINESS**

March 21, 2022

City Council Rules and Regulations as amended, to be further amended by adding a new Section 7.D, as follows:

- D. During any regularly scheduled meeting of the City Council, the Mayor and City Councilors are encouraged to refrain from making any comments directly related to their campaigns for reelection while sitting in the role of Mayor or Councilor. This does not pertain to any announcement regarding a decision to run or not run for reelection. Any additional reelection campaign comments could be made during the Comments by Visitors time on the agenda after temporarily recusing himself/herself from participation as Mayor or City Councilor and joining the public audience.

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

*Councilors:*

Donald Austin

Richard R. Michaud

*Approved:*

City Attorney

## City of Somersworth – Resolution 29-22

### History

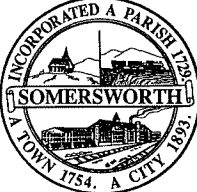
First Read Date:	03-21-2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

3/21/2022

*Mayor Hilliard referred this Resolution to the Government Operations Committee.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
<b>TOTAL VOTES:</b>			
On    /    /    Resolution 29-22		PASSED	FAILED

	<b>City of Somersworth – Resolution</b>
	<p>Resolution No:           <b>31-22</b></p> <p><b>TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT REQUESTED BY WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. FOR COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE, MUNICIPAL RECYCLING, AND WASTEWATER TREATMENT SLUDGE</b></p>

April 4, 2022

WHEREAS, the City Council adopted Resolution 35-20 which authorized the City Manager to enter into a five-year contract extension (7/1/2020-6/30/2025) with Waste Management of New Hampshire, Inc. for the collection and disposal of municipal solid waste, municipal recycling, and wastewater treatment sludge; and

WHEREAS, the City has been contacted by a representative of Waste Management of New Hampshire, Inc. requesting an increase of 7% for municipal solid waste and recycling and an increase of 5% for wastewater sludge due to increased costs as a result of recent economic conditions, these increases will be in addition to the scheduled annual escalators in the current agreements; and

WHEREAS, the City, in an effort to continue our positive and longstanding working relationship with Waste Management of New Hampshire, Inc., is agreeable to the additional increase requested, however, will phase the increase in over a two-year period for municipal solid waste and recycling with a 3.5% increase to take effect on 7/1/2022 and an additional 3.5% increase to take effect on 7/1/2023, these increases are in addition to the scheduled annual escalators existing in the current agreement; and

WHEREAS, The City is agreeable to a one time increase for wastewater sludge of 3.5% to take effect on 7/1/2022, this increase is in addition to the scheduled annual escalators existing in the current agreement;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute a contract amendment with Waste Management of New Hampshire, Inc. for collection and disposal of municipal solid waste, recycling, and wastewater treatment sludge, and to take any other actions relative to this agreement determined to be in the best interest of the City.

<b>Authorization</b>	
<p><i>Sponsored by Councilors:</i></p> <p>David A. Witham Richard R. Michaud Donald Austin Matt Gerding</p>	<p><i>Approved:</i></p> <p>City Attorney</p>

## City of Somersworth – Resolution 31-22

### History

First Read Date:	04/04/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

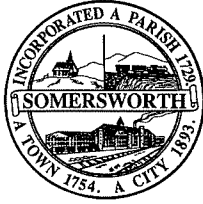
### Discussion

4/4/2022

*Resolution No. 31-22 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	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
<b>TOTAL VOTES:</b>			
On Resolution 31-22		PASSED	FAILED





## City of Somersworth – Resolution

Resolution No: **33-22**

**TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH  
WICKSON CONSTRUCTION NH, LLC OF RYE, NH FOR THE  
REPLACEMENT OF A CULVERT ON ROCKY HILL ROAD**

April 4, 2022

WHEREAS, the Somersworth Capital Improvement Program for fiscal years 2021 through 2026 contains a recommendation to replace the culvert on Rocky Hill Road; and

WHEREAS, the fiscal year 2020-2021 adopted budget contains an appropriation to replace the culvert on Rocky Hill Road; and

WHEREAS, City staff requested and received proposals for this project and recommends awarding the contract to Wickson Construction NH, LLC of Rye, NH for a cost not to exceed \$396,995 (Three Hundred Ninety-Six Thousand Nine Hundred Ninety-Five dollars); and

WHEREAS, the Finance Committee has reviewed the recommendation with City staff and supports the recommendation; 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 Wickson Construction NH, LLC of Rye, NH to replace the culvert for an amount not to exceed \$396,995 (Three Hundred Ninety-Six Thousand Nine Hundred Ninety-Five dollars) and to take any actions relative to this project determined to be in the best interest of the City.

### Authorization

*Sponsored by Councilors:*  
David A. Witham  
Donald Austin  
Richard R. Michaud  
Martin Pepin  
Matt Gerding  
Kenneth S. Vincent

*Approved:*  
City Attorney

## City of Somersworth – Resolution 33-22

### History


First Read Date:	04/04/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

04/04/2022

*Resolution No. 33-22 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	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
<b>TOTAL VOTES:</b>			
On Resolution 33-22		PASSED	FAILED

	<b>City of Somersworth – Resolution</b>
	Resolution No: <b>34-22</b>  <b>TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH ENVIROVANTAGE OF EPPING, NH FOR THE ABATEMENT AND REMOVAL OF ASBESTOS, PCBS, AND A FUEL OIL TANK AT THE FORMER SOMERSWORTH POLICE STATION LOCATED AT 5 MAIN STREET</b>

April 4, 2022

WHEREAS, the Somersworth City Council adopted Resolution 22-21 authorizing the City Manager to enter into a grant agreement with the New Hampshire Department of Environmental Services to accept a cleanup grant award for the former Somersworth Police Station located at 5 Main Street; and

WHEREAS, the City’s consultant engineer for the project solicited proposals from qualified contractors for the abatement and removal of asbestos, PCBs, and a fuel oil tank; and

WHEREAS, the City’s consultant engineer for the project reviewed the proposals received and recommends awarding the contract to EnviroVantage of Epping, NH for an amount of \$123,895 (One Hundred Twenty-Three Thousand Eight Hundred Ninety-Five dollars);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with EnviroVantage of Epping, NH for an amount of \$123,895 (One Hundred Twenty-Three Thousand Eight Hundred Ninety-Five dollars) for the abatement and removal of asbestos, PCBs, and a fuel oil tank at the former Somersworth Police Station located at 5 Main Street and to take any other action relative to this project determined to be in the best interest of the City.

<b>Authorization</b>	
<i>Sponsored by:</i> Mayor Dana S. Hilliard  <i>Councilors:</i> Martin Pepin Donald Austin Richard R. Michaud David A. Witham Matt Gerding Nancie Cameron Denis Messier Martin P. Dumont, Sr.	<i>Approved:</i> City Attorney

## City of Somersworth – Resolution 34-22

### History

First Read Date:	04/04/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

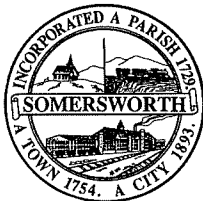
### Discussion

4/4/2022

*Resolution No. 34-22 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	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
<b>TOTAL VOTES:</b>			
On Resolution 34-22		PASSED	FAILED





## City of Somersworth – Ordinance

Ordinance No: **10-22**

### **SUPPLEMENTAL APPROPRIATION FOR ADDITIONAL FUNDING NEEDED FOR THE REPLACEMENT OF A CULVERT ON ROCKY HILL ROAD**

April 18, 2022

THE CITY OF SOMERSWORTH ORDAINS THAT pursuant to Section 7.7(A) of the City Charter: The annual budget for the City of Somersworth for Fiscal Year 21-22 is amended as follows:

Appropriate \$222,863 (Two Hundred Twenty-Two Thousand Eight Hundred Sixty-Three dollars) from the Cable Fund to the Capital Outlay Section of the General Fund (G/F) budget, and

Appropriate \$65,795 (Sixty-Five Thousand Seven Hundred Ninety-Five dollars) from the Water Fund budget, and

Appropriate \$9,405 (Nine Thousand Four Hundred Five dollars) from the Sewer Fund budget as follows:

G/F Capital Outlay Budget  
\$ 155,635

Amendment  
\$ 222,863

Revised G/F Capital Outlay  
\$ 378,498

Water Fund Original Budget  
\$ 2,398,316

Amendment  
\$ 65,795

Revised Water Fund Budget  
\$ 2,464,111

Sewer Fund Original Budget  
\$ 2,531,410

Amendment  
\$ 9,405

Revised Sewer Fund Budget  
\$ 2,540,815

Approved as to Funding:  
Scott A. Smith  
Director of Finance and Administration

Recorded by:  
Jonathan Slaven  
City Clerk

#### Background:

This ordinance appropriates additional funding to replace a culvert and portions of a water and sewer main on Rocky Hill Road adjacent to Winter Street.

***This Ordinance requires a public hearing and requires a 2/3 majority vote of the City Council after the public hearing subject to Section 7.4.1 and Section 7.7 (A) of the City Charter.***

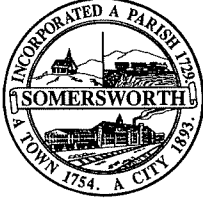
#### Authorization

##### *Sponsored by Councilors:*

David A. Witham  
Donald Austin  
Matt Gerding

##### *Approved:*

City Attorney

	City of Somersworth – Resolution
	<p>Resolution No:           <b>35-22</b></p> <p><b>TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY, HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR THE PURCHASE OF EMERGENCY OPERATIONS CENTER EQUIPMENT AND AN EMERGENCY BACKUP GENERATOR FOR THE FIRE STATION</b></p>

April 18, 2022

WHEREAS, the City of Somersworth has applied for an Emergency Management Performance Grant (EMPG) through the NH Department of Safety, Homeland Security and Emergency Management, and

WHEREAS, the City of Somersworth has received notification of an EMPG Grant Award in the amount of \$125,000; and

WHEREAS, the Grant will allow the City of Somersworth to purchase and install equipment in the Community's new Emergency Operations Center (EOC) and an emergency backup generator associated with the construction of the new Fire Station, and

WHEREAS, the grant allows the City to use the cost of the new Fire Station as the City's match toward the grant funding;

**EXPLANATION OF TOTAL PROJECT GRANT BREAKDOWN:**

NH HSEM grant	=	\$125,000
City Soft Match	=	<u>\$125,000</u>
Total Project Award	=	\$250,000

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

Authorization	
<p><i>Sponsored by Councilors:</i></p> <p>David A. Witham Donald Austin Matt Gerding</p>	<p><i>Approved:</i></p> <p>City Attorney</p>



# City of Somersworth

## Fire Department

195 Maple Street – Somersworth, NH 03878-1594



**George Kramlinger**

Fire Chief & Emergency Management Director

[gkramlinger@somersworth.com](mailto:gkramlinger@somersworth.com)

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

Fax: (603) 692-5147

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

7 Apr 22

To: Mr. Robert Belmore, City Manager

Re: EOC Grant Equipment & Cost Calculations

1. The City of Somersworth has successfully applied for a New Hampshire Homeland Security and Emergency Management (HSEM) Emergency Management Performance Grant (EMPG) in the amount of \$125,000 to fund an emergency back-up generator and equipment for the City's new Emergency Operations Center (EOC) that is within the new Fire Station.
2. The cost of the new generator is \$119,000. The cost of EOC furniture is \$9000. The cost of EOC audio/visual/computer/phone equipment is \$9000. This results in a total cost for the generator and EOC equipment of \$137,000 which ensures the full amount of the grant is used for its intended purpose.
3. The EMPG Program has a 50% local match requirement. This EMPG involves a "soft match" of \$125,000 where the City's contribution is the cost of constructing the EOC and associated supporting infrastructure within the new Fire Station.
4. The EOC and supporting floor space (communication room, small conference room, etc.) totals 1068 square feet. The cost per square foot of the new fire station from the guaranteed maximum price (GMP) is \$397.59/sq ft. The cost to construct the EOC is \$424,626 (= 1068 sq ft x \$397.59/sq ft).
5. The cost of supporting EOC infrastructure is approximately \$145,000 and includes door access control (\$59,000), security cameras (\$20,000), and communications (\$66,000).
6. The City's actual soft match is \$569,626 (= \$424,626 + \$145,000) which easily exceeds the minimum soft match requirement of \$125,000.

*George D. Kramlinger*

George D. Kramlinger

Fire Chief / EMD

City of Somersworth



**New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management  
Grant Agreement Checklist**

**Emergency Management Performance Grant (EMPG)**

Applicant: City of Somersworth Grant Amount: \$125,000.00  
Project: EOC Equipment and Generator

All steps below are required to be completed in their entirety.  
If any items are not completed properly, the Grant Agreement will not be processed.

**Complete and return this checklist and all Grant Agreement documents by ASAP to:  
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305 OR email to  
this email address: [NHEMPG.Program@dos.nh.gov](mailto:NHEMPG.Program@dos.nh.gov)**

**Grant Agreement**

**Grantee signors complete the following:**

- ☐ Block 1.11 – Subrecipient Signatures  
Have a **majority** of the **Select Board or City Council** sign in blocks 1.11
- ☐ Block 1.12 – Name & Title of Subrecipient Signor  
Print names and titles of the signors
- ☐ Initial and date **each page of the Grant Agreement**
- ☐ Initial and date **Exhibit A, B and C.**

**Additional Required Documents**

- ☐ Meeting Minutes- **\*\*See SAMPLE MEETING MINUTES\*\***  
Minutes of the meeting documenting that the **community/agency's** GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state **the community/agency is accepting the grant agreement terms as presented.** Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- ☐ What the grant is for
- ☐ Total project cost
- ☐ Amount of local match (50%)



## GRANT AGREEMENT

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

### 1. IDENTIFICATION AND DEFINITIONS

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> City of Somersworth (VC#177476-B001)		<b>1.4. Subrecipient Address</b> 1 Government Way Somersworth NH 03878	
<b>1.5 Subrecipient Tel. #</b> 603-692-9504	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> August 31, 2024	<b>1.8. Grant Limitation</b> \$125,000.00
<b>1.9. Grant Officer for State Agency</b> Olivia Barnhart, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b>	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> By: _____ On:    /    /		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On:    /    /			
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: _____ Assistant Attorney General, On:    /    /			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On:    /    /			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

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



### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

### 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

Subrecipient Initials: 1.)                      2.)                     

3.)                      Date:



8.1.1 Failure to perform the Services satisfactorily or on schedule;

8.1.2 Failure to submit any report required hereunder; and/or

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

Subrecipient Initials: 1.)                      2.)                     

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing,

3.)                      Date:



nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United

States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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

3.) \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

### Special Provisions

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

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

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

## EXHIBIT B

### Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the City of Somersworth (hereinafter referred to as “the Subrecipient”) \$125,000.00 to purchase and install equipment and a generator in the community’s Emergency Operations Center (EOC).
2. “The Subrecipient” agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to “the State” by September 30, 2024.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Grantee” shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)

2.)

3.)

Date:



## EXHIBIT C

### Grant Amount and Payment Schedule

#### 1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$125,000.00	\$125,000.00	\$250,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG ARPA)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 069911980			

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$125,000.00.
- b. "The State" shall reimburse up to \$125,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

2.)

3.)

Date:

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE  
REQUIREMENTS**

O.M.B NO. 1660-0025  
Expires September 30, 2017

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to submit to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472-3100, and Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities"  
attached

☐ (This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN  
INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

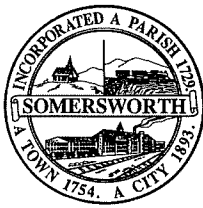
Place of Performance (Street address, City, County, State, Zip code)

☐ There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Signature of Applicant Agent \_\_\_\_\_ Date: \_\_\_\_\_





## City of Somersworth – Resolution

Resolution No: 36 -22

**TO AUTHORIZE THE CITY MANAGER TO PRE-ORDER ONE SUV STYLE POLICE CRUISER AND ONE UNMARKED POLICE VEHICLE WHICH WILL BE FUNDED BY A LEASE PURCHASE AGREEMENT AS PART OF THE FISCAL YEAR 2023 BUDGET**

April 18, 2022

WHEREAS the City of Somersworth’s Capital Improvement Plan (CIP) proposes a replacement schedule for police cruisers and police unmarked vehicles to maintain fleet integrity and reduce maintenance costs, and

WHEREAS the Somersworth City Council has an established goal whereby they may review and approve a priority list of CIP items earlier than the actual Fiscal Year Budget approval process is complete and/or the next fiscal year has started in order to allow for timely ordering,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to order one new “SUV” style police cruiser and one new unmarked police vehicle which will be funded as part of the fiscal year 2023 budget through a lease purchase agreement.

### Authorization

*Sponsored by Councilors:*

David A. Witham  
Donald Austin  
Matt Gerding

*Approved:*

City Attorney




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**GENERAL FUND FY2022-2023 PROPOSED BUDGET**


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**408 OTHER EXPENSES****900 CAPITAL OUTLAY**

<i>ACCT NUMBE</i>	<i>DESCRIPTION</i>	<i>22-23 PROPOSED</i>	<i>Detail</i>
49070	Replace Jaws Of Life	35,000	CIP 2023-2028
49082	Downpayment on Vehicle Lease	20,000	Down payment on Vehicle lease - lease will provide 1 Police Cruiser and 1 Police undercover vehicle.
49084	Thermal Imaging Camera	11,308	Replacement, will be filing for a grant to offset a portion of this cost.
49125	Jules Bisson BBall Court	20,000	CIP 2023-2028
49126	PD Server Replacement	26,151	CIP 2023-2028
49127	Library Building Assessment	55,000	Second phase of Library Building Assessment.


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**167,459**

*Vehicles included with the lease/purchase arrangement in Account 49082:*

**1 Police SUV Style Cruisers**

**1 Police Undercover Vehicle**

	<b>City of Somersworth – Resolution</b>
	Resolution No: <b>37-22</b>  <b>TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT EXTENSION WITH GREEN MOUNTAIN POWER OF COLCHESTER, VERMONT FOR THE OPERATION OF A HYDROELECTRIC FACILITY CURRENTLY KNOWN AS THE LOWER GREAT FALLS PROJECT</b>

April 18, 2022

WHEREAS, the City of Somersworth and Green Mountain Power of Colchester, Vermont, as successor in interest, are parties to a certain lease agreement dated April 21, 1981, for the use of certain real estate property for the development, construction, and operation of a hydroelectric facility that is currently known as the Lower Great Falls Project, which expires at midnight on April 30, 2022; and

WHEREAS, the City and Green Mountain Power, as co-applicants, are seeking a successor license for the facility from the Federal Energy Regulatory Commission (FERC) which is likely to endure past the expiration date of the current FERC license and agreement term; and

WHEREAS, the parties wish to extend the term of the agreement in order to obtain a successor license for the facility from FERC;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute a one-year lease agreement extension with Green Mountain Power of Colchester, Vermont for the operation of a hydroelectric facility that is currently known as the Lower Great Falls Project, and to take any other actions relative to this agreement determined to be in the best interest of the City.

<b>Authorization</b>	
<i>Sponsored by:</i> Mayor Dana S. Hilliard <i>Councilor:</i> Richard R. Michaud	<i>Approved:</i> City Attorney

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“First Amendment”) is entered into as of this \_\_\_\_ day of April, 2022, by and between Green Mountain Power Corporation, a Vermont corporation with a principal place of business at 163 Acorn Lane, Colchester, Vermont 05446 (“GMP”), and the City of Somersworth, New Hampshire, with an address at One Government Way, Somersworth, New Hampshire 03878 (“Somersworth”). GMP and Somersworth are hereinafter referenced as the “Parties.”

WHEREAS, Somersworth and GMP (as successor in interest) are parties to that certain Lease Agreement dated April 21, 1981, notices of which are recorded in Book 1109 at Page 250 and in Book 1204 at Page 385 of the Strafford County Registry of Deeds (the “Agreement”), for the use of certain real estate and other property for the development, construction, and operation of a hydroelectric facility that is currently known as the Lower Great Falls Project (the “Facility”);

WHEREAS, the term of the Agreement is based on the term of the license issued by the Federal Energy Regulatory Commission for the Facility (License No. 4451), which currently expires at midnight on April 30, 2022;

WHEREAS, GMP and Somersworth as co-applicants are seeking a successor license for the Facility from FERC (the “Successor License”); however, the licensing process is likely to endure past the expiration date of the current FERC license and Agreement term; and

WHEREAS, the Parties now wish to extend the term of the Agreement in order to negotiate a successor lease in good faith for a period of time equal to the lesser of one year or 90 days from FERC’s issuance of the Successor License.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Extension of Term. Notwithstanding anything in the Agreement to the contrary, the Parties agree to extend the term of the Agreement by the lesser of (i) 90 (ninety) days from FERC’s issuance of the Successor License or (ii) one (1) year from the expiration of the Agreement’s term, which date is at midnight on April 30, 2023 (the “Extended Term”).

2. Renewal Negotiations. The Parties agree during the Extended Term to negotiate in good faith for an extension or novation of the Agreement.

3. Whole Agreement. Except as set forth herein, the Agreement remains in full force and effect. This First Amendment constitutes the whole agreement of the Parties with respect to the subject matter referenced herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, as evidenced by the signatures of their duly authorized representatives, as of the date first set forth above.

**Green Mountain Power Corporation**

**City of Somersworth, New Hampshire**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

At \_\_\_\_\_, in said County, this \_\_\_\_ day of April, 2022, \_\_\_\_\_ personally appeared, and s/he acknowledged this instrument, by her/him subscribed, to be her/his free act and deed and the free act and deed of Green Mountain Power Corporation.

Before me: \_\_\_\_\_  
Notary Public  
My Commission Expires:  
Commission Number:

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD, SS.

At Somersworth, in said County, this \_\_\_\_ day of April, 2022, \_\_\_\_\_, Duly Authorized Representative for the City of Somersworth, New Hampshire, personally appeared, and s/he acknowledged this instrument, by her/him subscribed, to be her/his free act and deed and the free act and deed of the City of Somersworth, New Hampshire.

Before me: \_\_\_\_\_  
Notary Public  
My Commission Expires:  
Commission Number:

21294792.1

Judy Booth

Hydro

LEASE AGREEMENT

This Lease, dated April 21, <sup>1981</sup>~~1980~~, between the City of Somersworth, a public corporation created by the State of New Hampshire, hereinafter called the "City" or "Lessor" and SOMERSWORTH Hydropower Associates of STRAFFORD County, N.H. hereinafter called the "Lessee".

WITNESSETH that:

WHEREAS, The City of Somersworth owns a dam and certain water flowage rights, and

WHEREAS, the City Council of the City of Somersworth has determined that in their judgement the proposed use of such facilities is advantageous in the highest orderly development thereof and is in the best interests of the public and the City, and

WHEREAS, it is the established policy of the State to encourage the development of hydro power and it is believed that the execution of this Lease will implement such policy;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein contained and for other good and valuable consideration, the parties hereto do hereby agree as follows:



PURPOSE: The Lessee agrees to use the Premises for the development, construction and operation of a hydroelectric facility (hereinafter referred to as "Facility"). The Lessor agrees to permit the Lessee to operate the dam consistent with its FERC license and as necessary to enable the Lessee to meet FERC license conditions and achieve maximum permissible output. The Lessee shall file for the FERC license with all licensing applications prepared by the Lessee under the supervision of the Lessor. The Lessee shall provide its interests in the FERC License to the Lessor and the Lessor shall hold in escrow the Lessee interest in the said FERC License.

The holding in Escrow of the FERC License shall not in any way relieve the Lessee from all the privileges and responsibilities granted by the said FERC License but the said License is to serve as additional guarantee of performance and the said FERC License together with all its privileges and responsibilities shall be forfeited to the Lessor in the event of default, Lease termination, or any other failure of the Lessee to perform under the terms of this Lease Agreement. After initiation of commercial operation Lessee agrees to use diligence to achieve maximum permissible output consistent with the FERC License and other provisions of this Lease. The Lessor and Lessee shall cooperate to insure achieving the purposes of this Lease.

EFFECTIVE DATE OF AGREEMENT: This lease and all obligations of the Lessor and Lessee shall become effective upon approval of this Lease by the Mayor and City Council of the City of Somersworth, NH. Any work, negotiations, or agreements undertaken by the Lessee prior to the effective date shall be at his sole risk and the Lessor shall be under no obligation to reimburse or assist the Lessee for any such work.

TERM: This Lease shall expire in three (3) years should the Lessee not procure the FERC License within the three years from the date of execution of this

Lease. Should the Lessee obtain the FERC License then the term of this Lease shall be coterminous with that of the FERC License, however it shall not exceed fifty (50) Years.

1. PREMISES: Lessor leases to the Lessee and Lessee takes from the Lessor, upon the terms and conditions set forth in this lease the property rights situated at the "New-Dam" dam. no. NH-00126 consisting of the Water rights, a 270 feet long masonry (mostly dry) dam with a 178-feet long uncontrolled free overfall spillway. The dam has been inspected by the Corps of Engineers during 1978. A report of inspection was published in March of 1979 and because of the findings in this report the N.H. Water Resources Board has ordered certain repairs to be made to the dam. A copy of the order is attached as Exhibit #3 to the Lease and the conditions of the order will have to be met by the Lessee. The Lessor shall cooperate with the Lessee to demonstrate that the Lessee is proceeding diligently to meet the conditions of the order.

The Lessor does not own any of the abutting land. However, Lessor will cooperate in the acquisition of, and if necessary take by Eminent Domain, the area required for the power house, and necessary penstock site. The total cost of said land taking shall be paid for by the Lessee and become part of the total project cost. The additional property required by the project shall be owned by the Lessor and included in this Lease Agreement.

The Power House must be located on the N.H. side of the River in Somersworth. The legal description of property owned by the City is in accordance with the deeds attached as exhibits #1 & #2 to this Lease Agreement.

2. QUIET POSSESSION: The City covenants and warrants that it has full right and lawful authority to enter into this Lease for the full term set forth and for any renewal or extension hereof; that all legal requirements for the execution hereof have been complied with; and that the City is lawfully seized

of the entire premises hereby leased and has good title thereto free and clear of all tenancies, liens and encumbrances. This Lease has been duly authorized by all necessary action on part of Lessor's governing bodies and the Lessor will defend Lease against any claims. The City further covenants and warrants that if the Lessee shall discharge the obligations herein set forth to be performed by it, the Lessee shall have and enjoy, during the term and any extension hereof, the quiet and undisturbed possession on the leased premises for the uses herein described.

3. LICENSES, PERMITS, CONSTRUCTION:

(a) Lessee agrees within one hundred-twenty (120) days of the date of execution of this Lease to make application on behalf of itself and Lessor for all necessary and appropriate licenses, certificates, permits, and approvals from local and state agencies, and FERC, and to use due diligence in seeking to obtain such licenses, certificates, permits, and approvals. These licenses, limited to, a hydroelectric license - major or minor project as prescribed by §4 (e) of the Federal Power Act (16 U.S.C. §797 (e)), to be issued by the FERC and a water quality certificate as prescribed by §401 of the Clean Water Act. Lessee agrees to use due diligence in seeking to obtain all licenses, certificates, permits, and approvals. All terms and conditions of this lease are conditional on the Lessee being successful in obtaining a FERC License and conforming to the requirements of said FERC License.

(b) Promptly and no later than sixty (60) days after receiving all necessary licenses, permits, certificates or approvals to construct the Facility, Lessee agrees to commence construction. The Lessee agrees to use due diligence to proceed with construction and to be in commercial operation within three years (3 yrs.) of the date of issuance of the FERC permit.

4. PREOPERATING RENTS:

(a) Definitions: For purposes of this section and sections of this Lease the following terms shall have the corresponding meanings:

(1) Minor Project - a hydroelectric project have an installed capacity of 1.5 MWs or less.

(2) Date of Commercial Operation - The date on which the hydroelectric project is available for commercial distribution at its rated capacity. For the purposes of Section 4 the following terms shall mean:

(3) Estimated Annual Operating Rent (E.A.O.R.) - The annual rate of rent to be used in calculating pre-license and pre-operating rent. The estimated annual operating rent shall be equal to Lessee's Bid percentage of net revenues times the product of the estimated annual output (E.A.O.) from the facility times the minimum rate for hydroelectric power (R) set by the New Hampshire Public Utilities Commission (their successors or assigns) and in effect at the time the Lease is executed, Less debt service, O & M, Payment in lieu of taxes, as shown by the formula below:

$$\text{E.A.O.R.} = B\% \times ((R \times \text{E.A.O.}) - (\text{D.S.} + \text{PLT} + \text{O \& M}))$$

WHERE: B = Lessee Bid

E.A.O. - Estimated average annual output: the estimated annual output shall be the output estimated by the successful bidder.

R = Current Rate set by the Public Utilities Commission  
their successors or assigns.

D.S. = Debt Service

PLT = Payment in lieu of taxes

O & M = Operation and maintenance cost.

Upon issuance of other FERC License and continuing until the date of commercial operation the Lessee shall pay the Lessor a percentage of the annual operating rental as determined from the table below.

<u>RENTS Prior to Operation Quarter Payments</u>	<u>% of Annual Oper. Rent</u>	<u>NOT LESS than \$\$</u>
1	0	0
2	0	0
3	0	0
4	0.75	\$343.00
5	1.5	686.00
6	2.25	1,029.00
7	2.25	1,029.00
8	2.25	1,029.00
9 and until operation	2.25	1,029.00

This rent shall be paid in quarterly installments and shall be due on the last day of the following months: March, June, September, December. Any rents due for the period between the date of issuance of the FERC License and end of the fiscal quarters shall be pro-rated and paid according to the above schedule. Upon initiation of commercial operation at the project, the obligation to pay rent under this section shall terminate.

(c) Project Review: The Lessee shall provide the Lessor with monthly project reports during the prelicense period indicating the Lessee's progress status in obtaining the FERC License. The Lessor shall review the Lessee's progress and may, if it finds the Lessee's performance unsatisfactory, terminate their Lease as stipulated in section 14.



## 5. OPERATING RENTS

(a) Definitions: For the purposes of this section (Section 5) the following terms shall have the definitions stated in this subsection.

(1) Semi Annual Rent Payment (SAR): The rent payment to be made by Lessee to the Lessor on July 1 and January 1 of each year of the Lesse to cover the use of the property and entitlements described in this Lease. The payment shall be based on a bid percentage of the Net Revenues from the power facility as calculated under the terms of this section.

(2) Net Revenues (NR): The Gross revenues received by the Lessee for electrical power sold from the hydro-electric facility located on the property subject to this Lease during the rental period (most recent six months) minus the total long term project debt service payments, any property tax or in lieu of property tax payments, and operation and maintenance cost, made during the same period.

(3) Long Term Project Debt Service Payments (DS): The total money expended by the Lessee during a rental period to cover the payment of any interest, principal or sinking fund payments on the long term debt attributable to the hydroelectric project subject to this Lease. This amount shall include any other expenditures during a rental period related to the retirement of such debt, but shall exclude any payments or portions thereof, attributable to expenses incurred at any site not subject to this Lease.

(4) Property Taxes or in Lieu of Property Taxes (PT): The total payments made by the Lessee during a rental period to cover real and property taxes assessed against any property or equipment related to the hydroelectric facilities subject to this Lease or any payments authorized in substitution for such taxes as provided by New Hampshire Law.

Payment in Lieu of Taxes (PLT): are fixed at \$25,000 - per year.

However, the intent is to provide equivalent 1982 purchasing power and the P.L.T. shall be adjusted with each increase in the price received for a unit of energy. In no case shall the increase be more than 10% of the increased revenue, or the adjustment necessary to maintain the 1982 purchasing power of the PLT whichever is less.

(5) Operation and Maintenance Costs (O & M): Shall be all expenditures necessary to administer, operate and maintain the facility once the project is operational and revenue producing. These costs shall include but not be limited to all Legal, financial, administrative, operational and maintenance activities necessary to maintain the facility at maximum revenue producing status and provide for all records keeping necessitated by the facility.

All O & M costs shall be substantiated and reviewed by the Lessor for approval. These costs shall be limited to 12½% of the gross revenue. Any expenditure for O & M that exceed 12½% of the gross revenues shall be approved by the Lessor prior to being incurred.

(6) Operating Rents

Commencing with the initial date of commercial operation of the hydroelectric facility and continuing for the term of this Lease, Lessee shall pay Lessor a semi annual rent equal to 25 percent of the net revenues (gross revenues minus long term debt service, property taxes, O & M) from the sale of power produced at the facility during the rental period for which the rent is due and computed according to the formula shown below:

$$NR = GR - (DS + PT + O\&M)$$

$$SAR = B \times NR$$

WHERE:

SAR - Semi Annual Rent Payment

NR - Net Revenues

B - Percentage of Net Revenues bid by  
Lessee to determine rent under this Lease

GR - Gross Revenues

DS - Long Term Project Debt Service Payments

PT - Property Taxes or in Lieu of Property Taxes

O&M - Operation & Maintenance costs as defined

Lessee shall supply the Lessor with continuous meter readings showing the gross energy output in KWHrs and total gross energy output over the respective period on July 1 and January 1 of each year during the term of this Lease.

Lessee shall supply to Lessor certified copies of any power sale contract or financing agreements related to the project subject to this Lease. Lessee shall also provide certified true copies of power sale receipts, debt service, property tax disbursements related to this project and any other documentation reasonably necessary to verify the gross revenues, debt service, property tax payments and/or payment in lieu of taxes and Operation & Maintenance costs attributable to this project.

Lessee shall use its best efforts to produce the estimated output of KWHrs of energy during each year of normal streamflows.

6. IMPROVEMENTS, REPAIRS, ADDITIONS, REPLACEMENTS:

(a) Lessee shall have the right, at its own cost and expense, to construct on the premises such improvements and to make such alterations to the Premises and the structures and improvements thereon as Lessee shall determine to be proper in connection with development, construction, and operation of the Facility, and as necessary to comply with the terms of the FERC License, provided that the same shall be in compliance with all applicable legal requirements. The Lessee with the Lessor's written consent shall have the right to make improvements and repairs to the Lessor's dam and appurtenant structures as necessary for the operation of this project.

(b) Lessee shall at all times during the term of this Lease, and at its own cost and expense, keep and maintain in good condition and repair, ordinary wear and tear and damage by fire or other casualty expected, all structures and improvements (of the Lessee or Lessor) at any time erected on the Premises by the Lessee, and any other structure and improvements necessary for compliance with the License and operation of the project, and shall use all reasonable precautions to prevent waste, damage or injury to the Premises and all property necessary to the operation of the project.

(c) Lessee shall submit plans for all construction and improvements to the Lessor for its approval. Lessor shall have the right to inspect all construction, improvements and repairs and will respond within thirty (30) days from date of receipt of plans exclusive of the Water Resources Board's authority under RSA Chapter 482.

(d) Until the expiration or sooner termination of this Lease, title to any improvements erected on the Premises by Lessee and equipment and other items installed thereon by Lessee, and any alteration made thereto by Lessee shall remain solely in Lessee and Lessee may mortgage or otherwise create a security interest in the same.

(e) On the last day or sooner termination of this Lease, Lessee shall quit and surrender the Premises and the structures and improvements thereon, in good condition and repair, ordinary wear and tear and damage by fire or other casualty expected, except as otherwise provided in section 11 below with respect to termination as provided therein.

(f) Lessee shall be responsible for any requirements as required by Dam Safety Inspections as conducted by the Federal or State governments and will save the Lessor harmless from any damages caused by the dam and its appurtenant structures.

7. ASSIGNMENT AND SUBLETTING: Lessee shall not sublet all or any part of the Premises or assign or transfer this Lease or any interest therein, except as follows:

(a) Lessee may, with Lessor's written consent, assign this Lease to an assignee which agrees not to withhold such consent unless it has reasonable and substantial grounds for objecting to the assignee and shall respond within thirty (30) days of receipt of the Lessee's request.

(b) Lessee may mortgage or otherwise create a security interest in Lessee's leasehold estate hereunder to secure indebtedness incurred by Lessee to finance the construction of the Facility, or to secure Lessee's obligations to a third party under a lease to Lessee of the improvements constituting the Facility, in case such improvements are constructed or acquired by the third party and leased by it to Lessee. In such event, the provisions of the following (section 8) shall apply to such mortgage or security interest.

8. LEASEHOLD MORTGAGES: In the event that Lessee shall mortgage or otherwise create a security interest in its leasehold estate as permitted in section 7, and the holder of the mortgage or security interest the ("Secured Party") shall notify Lessor of the creation of such mortgage or security interest and the name and address for the service of notice upon the Secured Party, the Lessor hereby agrees for the benefit of the Secured Party that:

(a) Lessor will, upon serving Lessee with any notice of default, simultaneously serve a copy of such notice upon the Secured Party, and no such notice to Lessee shall be effective unless a copy is so served upon the Secured Party.

(b) In the event of any default by Lessee hereunder, or in under the terms of the mortgage or other security interest, the Secured Party shall have the right to perform any of Lessee's covenants or to cure any default by



Lessee hereunder, or to exercise any election, option or right conferred upon Lessee by the terms of this Lease.

(c) Lessor will not terminate this Lease or Lessee's right of possession for any default of Lessee if within a period of thirty (30) days after the expiration of the period of time within which Lessee might cure said default under the provisions of this Lease said default is cured or caused to be cured by the Secured Party, or if within a period of thirty (30) days after the expiration of the period of time within which Lessee might commence to eliminate the cause of such default under the provisions of this Lease, the Secured Party commences to eliminate the cause of such default and proceeds therewith diligently and with reasonable dispatch.

(d) Lessor will not terminate this Lease if the Secured Party takes possession of the Premises upon default by Lessee under the terms of the mortgage, provided that the rent due and payable under this Lease shall continue to be paid and the other covenants, conditions and agreements of this Lease on Lessee's part to be kept and performed shall continue to be kept and performed. Lessor may suspend one quarter (1/4) of the annual operating rent while the Secured Party seeks developers to replace the Lessee.

(e) No right, privilege or option available to Lessee to cancel or terminate this Lease shall be deemed to have been exercised effectively unless joined in by the Secured Party.

(f) No modification or amendment to this Lease shall be effective without the consent of the Secured Party.

9. UTILITY EASEMENTS: Lessor agrees to grant Lessee and utility companies sufficient easements or other rights in property and public ways owned or controlled by Lessor to permit necessary utility services to be supplied to the Facility, and to permit the interconnections necessary for the

sale and delivery of the electric power generated by the Facility, provided always that all installations shall be in accordance with the reasonable requirements of the Lessor with respect to appearance, safety and public convenience.

10. TAXES: The Lessee shall promptly pay all taxes, charges, fees, payments in lieu of taxes and assessments imposed on Lessee or Lessor in connection with Lessor's ownership of the Premises or Facility or the Lessee's Lease of the see's operation of the Facility as a hydroelectric project.

Failure of the Lessee to pay any of the above fees when due shall be cause to terminate said Lease.

11. UTILITIES: Lessee shall pay promptly as and when the same becomes due and payable all charges for water, steam, heat, gas, hot water, electricity, light and power and other services furnished to the Premises or used by Lessee in connection with the Facility during the term of this Lease. However, the Lessee will not be held responsible for any of the above charges as incurred by the Lessor as it occupies the premises prior to construction of the hydro-Facility.

12. INSURANCE:

(a) Lessee shall provide at Lessee's expense, and keep in force during the term of this Lease, general liability insurance with a good and solvent insurance company or companies, reasonably satisfactory to Lessor, in the amount of at least five hundred thousand dollars (\$500,000), with respect to injury to death to any one person and

(\$1,000,000) with respect to more than one person and any one accident or other occurrence, and with respect to damage to property this sum shall be provided five hundred thousand dollars (\$500,000). The amount of coverage shall be adjusted every five (5) years to maintain 1980 purchasing power or value. Such policy or policies shall include Lessor as

insured.

(b) During the Term of this Lease, Lessee shall keep all structures and improvements built or erected by Lessee on the Premises insured for the benefit of Lessor and Lessee, and their respective interests may appear, against loss or damage by fire or flood and customary extended coverage in an amount at least equal to what it would cost to restore the Premises to their original condition as of the beginning of the term of this Lease if the Facility were destroyed or irreparably damaged by fire, flood or other casualty. The Lessor shall also maintain business interruption insurance policy during the term of this Lease.

Lessor reserves the right to review the insurance coverages and may require the Lessee to increase the coverages.

13. INDEMNITY: Lessee shall indemnify and save harmless Lessor from and against any and all liability arising from injury to person or property sustained by anyone in and about the Premises resulting from any act of omission of Lessee or Lessee's agents, employees or invites.

14. DEFAULT:

(a) In the event any one or more of the following events shall have occurred, and shall not have been remedied as hereinafter provided: (1) Lessee's failure to exercise due diligence to perform any act necessary for the licensing, construction and operation of the Facility; (2) Lessee's failure to pay any installment of rent due hereunder when the same shall be due and payable and the continuance of such failure for a period of thirty (30) days after receipt by Lessee of notice in writing from Lessor specifying such failure; or (3) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained on Lessee's part to be kept or performed, or Lessee's failure to comply with the terms of its FERC

License, and the continuance of such failure without the curing of the same for a period of sixty (60) days after receipt by Lessee of notice in writing from Lessor specifying failure; then Lessor may, at its option terminate this Lease by giving to Lessee at least thirty (30) days written notice of such termination; and upon the date specified in said notice, this Lease shall terminate and be of no further force and effect.

(b) In the event that Lessor gives notice of default of such a nature that it cannot be cured within such period of thirty (30) days, then such default shall not be deemed to continue so long as Lessee, after receiving such notice, proceeds to cure the default as soon as is reasonably possible and continues diligently to take all steps necessary to complete the same within a reasonable period of time under the prevailing circumstances.

(c) In the event of a default, the Lessee appoints the Lessor as its attorney - in - fact and law for the purposes of transferring its rights under the FERC License. The project shall be operated with a minimum amount of down time consistent with the FERC License during the default period.

15. FORCE MAJEURE: In the event that Lessor or Lessee shall be delayed hindered in or prevented from the performance of any act required hereunder by reason of fire, floods, storms or other casualties, strikes, riots, and insurrections, declared or undeclared acts of war or any other unforeseen and unforeseeable event beyond its control; then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of the delay.

16. BANKRUPTCY AND INSOLVENCY: If at any time during the term of this Lease, Lessee shall:

(a) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of his assets;

(b) admit in writing its inability to pay its debts as they mature;

(c) Make a general assignment for the benefit of creditors;

(d) Be adjudicated bankrupt or insolvent;

(e) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors to take advantage of any insolvency law or any answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceedings, or corporate or other action shall be taken by it for the purpose of effecting any of the foregoing; or

(f) Have an order, judgement or decree entered, without the application, approval or consent of the Lessee, by any Court of competent jurisdiction, appointing a receiver, trustee or a liquidator of Lessee or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days; then in any such event, Lessor shall have the right to terminate this forthwith by written notice of Lessee; provided, however, that Lessor shall not have such right of termination if, pursuant to section 8 hereof, a Secured Party shall cause to be cured all defaults of Lessee hereunder, whether in the payment of rent or the performance of any other agreement, and shall continue to cause such rent to be paid and Lessee's other agreements to be performed.

17. EMINENT DOMAIN:

(a) If all or part of the Premises of the Facility are taken for public use under any statute or by right of eminent domain during the term of this Lease, and as a result Lessee's right to use and operate the Facility is terminated, the Lessee shall not be relieved of the obligations of this Lease. The Lessee shall be unconditionally bound to make such payment not made to the Lessor by the United States of America, its agency, or any other entity which takes control of the project and shall be responsible for seeking any

16



damages as related to the termination or impairment of this project.

(b) In the event of any taking of all or any part of the Premises or Facility, the parties hereto agree to cooperate in applying for and in prosecuting any claims for an award for such taking. Lessee shall be entitled to the proceeds of any such award attributable to the structures and improvements constituting the Facility or to loss of revenues from the Facility, and Lessor shall be entitled to the proceeds attributable to the Premises without such structures and improvements or to loss of rent.

18. AMENDMENTS AND WAIVER: Lessor agrees that it will, if requested by Lessee in writing, make such minor changes and modifications to this Lease as are required by a lender providing financing for the construction of the Facility to facilitate mortgaging or otherwise creating a security interest in the Premises and the Facility, provided that the rent and the other interests of Lessor are not impaired thereby.

19. NOTICES: All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in hand to such party or mailed by certified or registered mail, postage prepaid, addressed: .

If to Lessee:

If to Lessor:

City of Somersworth

Attention: George M. Bald, Mayor

157 Main Street

Somersworth, NH 03878

or in each case to such other addresses as may be specified in a written notice delivered in compliance with the foregoing requirements.

20. MISCELLANEOUS AND SPECIAL PROVISIONS:

(a) This Lease and the performance hereof shall be interpreted and governed by the laws of the State of New Hampshire.

(b) The section headings herein are for reference and convenience only and shall not affect the interpretation of this Lease.

(c) The Lease may be executed in a number of counterparts each of which when so executed shall be an original, but all of the counterparts together shall constitute one and the same instrument.

(d) Acquisition of Land & Water Rights: Any additional land and water rights required for the redevelopment of this project shall be acquired by the Lessee with the full cooperation of the Lessor, and shall become property of the Lessor and included in the Lease.

(g) Performance Bonds: Prior to the start of any construction works the Lessee will be required to obtain a performance bond for 100% of all civil and appurtenant works.

21. RENEWAL PROVISIONS: This Lease may be renewed at the option of the Lessee on a year-to-year basis or longer, not exceeding the term of any renewal license obtained from the FERC for the facilities. This renewal option shall be exercised in writing no later than one hundred-twenty (120) days from the expiration of the Lease term or any renewal term of this Lease.

IN WITNESS WHEREOF, The parties hereto have set their hand and seals, in  
the day and year

LESSOR:  
Nancy A. Nelson BY: George M. Bald  
Witness \_\_\_\_\_  
\_\_\_\_\_

LESSEE:  
Nancy A. Nelson BY: George E. Sammons  
Witness \_\_\_\_\_ General Partner  
Amersbach Hydro Power Co.  
(Necessary Corp. action authorizing sign.)

NOTICE OF LEASE

1986 JAN -2 AM 9:14  
RECORDED  
STRAFFORD COUNTY  
REGISTRY DEEDS

LESSOR: City of Somersworth, a municipal corporation with a mailing address of 157 Main Street, Somersworth NH 03878.

LESSEE: Somersworth Hydropower Associates, with a mailing address, c/o East Coast Engineering, P. O. Box 25, Barrington, NH 03825.

PREMISES: The so-called "new dam" described in Exhibit A hereto.

DATE OF LEASE: April 21, 1981

TERM OF LEASE: A 40 year term commencing April 2, 1982

Dated this 26 day of August, 1983

Witness:

CITY OF SOMERSWORTH, a municipal corporation

William B. Bunting

By George M. Balol  
its

State of New Hampshire  
County of Strafford

August 26, 1983

Personally appeared the above-named George M. Balol known by me to be the Mayor of the City of Somersworth and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the said City of Somersworth

William B. Bunting  
Notary Public

Witness:

SOMERSWORTH HYDROPOWER ASSOCIATES  
By: Somersworth Hydro Company, Inc.  
Its General Partner

[Signature]

By: Olof S. Nelson  
Olof S. Nelson, President

8000004

BK 1204 PG 0385

State of Connecticut  
County of Fairfield

December 12, 1985

Personally appeared the above-named Olof S. Nelson known by me to be the President of Somersworth Hydro Company, Inc. and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the said corporation and of the limited partnership of which said Corporation is general partner.

Anthony Maibert  
Notary Public

My Commission Expires: 3/31/87



EXHIBIT A

PARCEL I

The so-called "new dam" located partially in the City of Somersworth, Strafford County, New Hampshire and partially in the Town of Berwick, York County, Maine, said dam being included in the property conveyed to the City of Somersworth by Public Service Company of New Hampshire by deed dated December 31, 1962 and recorded in Strafford County Registry of Deeds in Book 757, Page 244 and York County Registry of Deeds in Book 1528, Page 331, the dam being a portion of Parcel 6 therein, the dam being generally depicted on the plan entitled "Revised Project Boundary Survey, Somersworth Hydro Associates, Somersworth, N.H. and Berwick, Me." prepared by John W. Durgin and Associates, Inc., dated April, 1982 revised to August 1983, said plan recorded or to be recorded in the Strafford County Registry of Deeds.

Together with the right to flow the land of the Public Service Company of N. H. and all of Public Service Company of N. H. rights to flow the land of others by said dam as constructed as of the date of the deed from Public Service Company of New Hampshire to the City of Somersworth, December 31, 1962, or as it may thereafter be raised, together with any part of the bed of the Salmon Falls River under said dam, as said dam and bed of the river, excepted from the deed of the City of Somersworth to Jeremiah J. Quill and Elizabeth B. Quill dated July 1, 1963 and recorded in York County Registry of Deeds, Book 1555, Page 176 of all land of said City in the State of Maine acquired by it by said deed from Public Service Company of New Hampshire; together with the right to enter upon such part of the premises thereby conveyed to Quill when and as may be necessary in order to repair, maintain or replace the dam for so long as said dam remains in its present location together with the right to the use of the right-of-way leading from said dam on the Berwick side to the road leading from Berwick to South Berwick known as Route 236.

Together with the rights relating to the maintenance and operation of the new dam referred to at item 7 of the aforesaid Public Service Company of New Hampshire deed.

REGISTER OF DEEDS  
STRAFFORD COUNTY

BK 1204 PG 0387

authorized or receipts. Petty cash shall be replenished by check upon submission of receipts and supporting documentation on form(s) to be prescribed by the Finance Department.

#### 29.8.4.6 Cooperative Purchasing

Where prices on goods or services have been determined by competitive procurement by an agency of the State of New Hampshire or any other entity through which the City purchases cooperatively, that price shall be considered sufficiently competitive for the purchase of authorized items is obtained as outlined above. This specifically includes equipment and supplies available through bidding of the New Hampshire Department of Transportation and similar agencies for trucks, cars and related equipment.

#### 29.8.5 Disposal of City Property

Where an item is surplus to the needs of a department, it shall be made available to other departments in the City for their use. Transfer of equipment between departments shall be recorded in the general Fixed Assets Group of Accounts (if applicable).

##### Property Valued at Less than \$1,000 other than Real Estate

Upon request of the proper department head, the City Manager may authorize the sale of any surplus municipal supplies, materials and equipment valued at less than \$1,000 and no longer required by any City Department. The method of disposal may include sealed bid, auction, trade-in, or any other method deemed appropriate to include worldwide auction sites such as EBay and/or other available mediums.

##### Property Valued at \$1,000 or More and Real Estate

No municipal supplies, materials and equipment valued at \$1,000 or more and no real estate whatsoever shall be offered for sale unless and until the City Council so orders. Any such sale authorized by the City Council may be conducted by competitive bidding, public auction, or any other means authorized by the City Council. The City may reject any and all bids or auction offers.

(Amended 05/03/2010.)

##### 29.8.5.1 Disposal of City's Natural Resources

No transferral of the City's natural resources whether through barter, trade, or through sale, shall take place without authorization of the City Council.

(Passed 03/29/1988.)



Year, 2016

Make, Ford

Model, Explorer Police Interceptor

Miles, 174,287

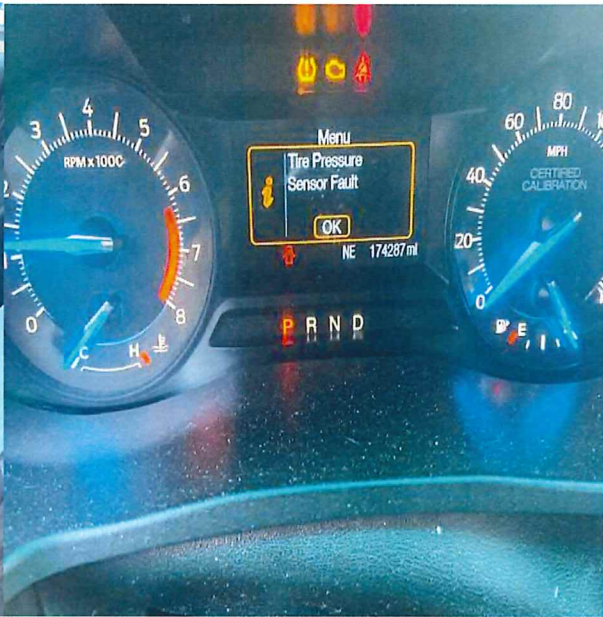
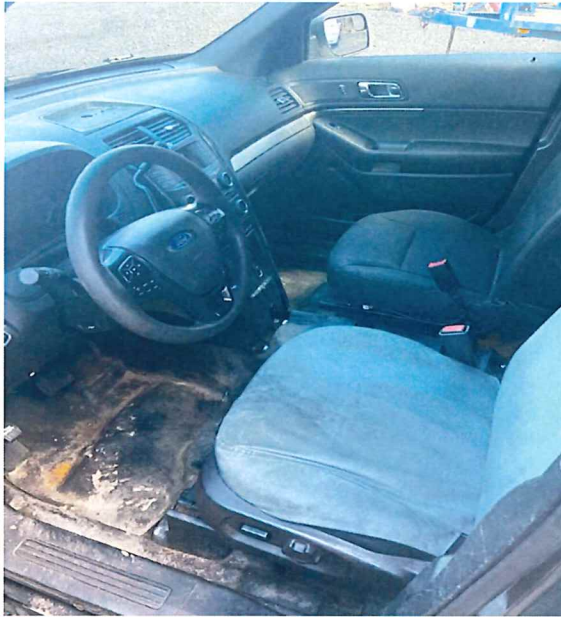
Vin# 1FM5K8AR0GGD16863

Description,

For sale is a 2016 Ford Explorer Interceptor with 174,287 miles on it. The engine is a 3.7L V6 DOHC. Vehicle was taken off line due to age and mileage. The vehicle does run and drive but in need of repairs and will not pass NH state inspection. Currently has a check engine light on for emissions and has a large exhaust leak before catalytic converter. The vehicle is sold as is, as seen. For viewing of the vehicle please make an appointment with Somersworth DPW. Contact number 603-692-4266









Year, 2006

Make, Buick

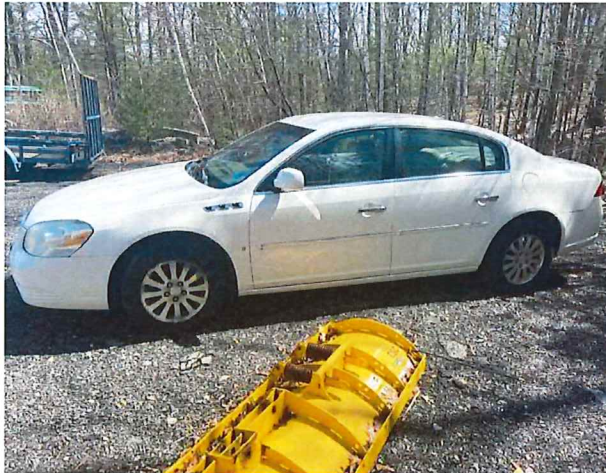
Model, Lucerne

Miles, 83,047

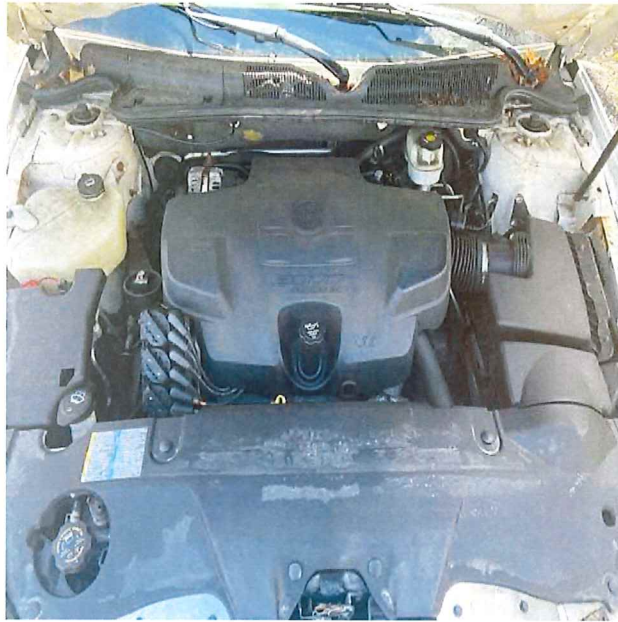
Vin# 1G4HP57266U184294

Description,

For sale is a 2006 Buick Lucerne with 83,047 miles on it. The engine is a 3.8l V6. The vehicle was taken off line due to age and currently will not pass NH state inspection. The undercarriage has rust starting and will need struts. The vehicle does run and drive. The vehicle is sold as is, as seen. For viewing of the vehicle please make an appointment with Somersworth DPW. Contact number 603-692-4266











Year, unknown  
Make, American  
Model, FTP-108

Description,

American FTP-108 9ft hydraulic angle plow with poly. Works as should. The plow is sold as is, as seen. For viewing of the plow please make an appointment with Somersworth DPW. Contact number 603-692-4266







# City of Somersworth

## Fire Department

195 Maple Street – Somersworth, NH 03878-1594



**George Kramlinger**  
Fire Chief & Emergency Management Director  
[gkramlinger@sommersworth.com](mailto:gkramlinger@sommersworth.com)

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

7 Apr 22

To: Mr. Robert Belmore, City Manager

Re: New Fire Station Diesel Exhaust Extraction System

1. Diesel exhaust is a confirmed carcinogen with prolonged exposure likely contributing to increased cancer rates and cardiovascular disease among firefighters operating in those stations without diesel exhaust extraction systems.
2. A diesel exhaust extraction system consists of a flexible hose on a track that attaches directly to the vehicle's "tail pipe". The flexible hose stays attached as the vehicle drives out of the fire station, disconnects automatically upon reaching the door, and then is retracted back into the station so as not to interfere with closing the overhead door. The flexible hose is connected to duct work on the ceiling that uses an electric blower to forcefully remove the exhaust from the building thus significantly reducing vehicle exhaust exposure within the confines of the enclosed station including the living quarters.
3. A complete, brand new, 10-position diesel exhaust extraction system was detailed in the new fire station architectural and engineering documents. However, incomplete communication associated with aggressive cost reduction efforts resulted in the erroneous substitution of the existing 5-position system for the new 10-position system in the guaranteed maximum price (GMP) calculation. This issue was discovered early enough during a comprehensive project review to produce a timely correction.
4. The cost to the fire station project for the new, 10-position diesel exhaust extraction system is \$65,500 which will come from the City's soft cost contingency fund. In the spirit of cooperation, Harvey Construction waived their mark-ups saving \$3600 and Air Cleaning Specialists (system vendor) provided pricing that was in effect last June. Of note, using the five-position old system and a five-position new system would save only \$15,000 and is deemed not cost effective.
5. Once Phase II demolition begins, the old 5-position system – which is in good condition for being 22 years old – may have value on the second-hand market.

*George D. Kramlinger*

George D. Kramlinger  
Fire Chief / EMD  
City of Somersworth



Kristen Davenport  
Recreation Supervisor

## Memorandum

**To:** Bob Belmore, City Manager  
**CC:** Michelle Mears, Director of Development Services  
**Date:** April 15, 2022  
**Subject:** Boston Bruins & Mass General Brigham Free Street Hockey Clinic

---

The Boston Bruins & Mass General Brigham are partnering to put on 4 free street hockey clinics throughout MA & NH this May. Lizzy Viola, Boston Bruin Youth Hockey Coordinator reached out to let me know Somersworth was selected as a host for 1 of the locations. This proposal is to offer a one-day free street hockey clinic for kids ages 5-12.

### Street Hockey Clinic Details:

**Date:** Tuesday, May 24<sup>th</sup>

**Time:** 5:00-6:00 pm

**Location:** Jules Bisson Park- basketball court

**Who:** Clinic is for children ages 5-12

- 20 kids minimum to hold program/55 kids maximum
- All playing abilities are welcome

**Instructors:** 3-4 instructors will be on site to run the clinic from the Bruins Youth Hockey team

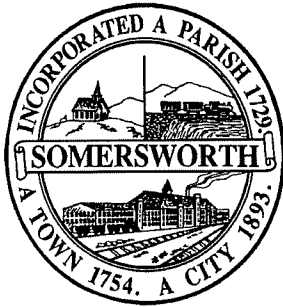
**Insurance:** Bruins will supply insurance.

### Equipment:

- Bruins will mail the street hockey equipment from Franklin Sports warehouse. Equipment will arrive on a pallet. Rec Staff will open it up & bring it to the clinic location day of.
- All of the equipment is being donated to us after the clinic (sticks, pucks, etc.)
- Equipment will be stored in the Rec Building at the Pines. We'll be able to use for summer camp & other programs.

### Waivers:

- Boston Bruins requires a waiver & photo release
  - <https://www.nhl.com/bruins/academy/youthwaiver>
- Somersworth Recreation will require a waiver & photo release as well
  - A google form will be created



## **MEMORANDUM**

---

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: April 13, 2022

Re: **Monthly Report**

### Finance Department:

- Assisted in completing FY23 proposed budget.
- Assisted in preparation of FY23 Budget presentation.
- Assisted in preparation and presentation of the State of the City.
- Assisted in employee interviews.
- Bids:
  - CMAQ and TAP CEI Services – Due April 28.
  - Construction Equipment Rental – Due April 9.
  - Noble Pines basketball Court – Due April 14.
  - Wellhouse Roof – Due April 7.
  - Sewer Assessment – Received March 25.

### Treasurer's Report:

- General Fund cash on hand as of March 31, 2022 are attached to this report. Investments used for the period were short term certificates of deposit, money market account, NH Deposit Investment Pool, and a Citizen's Bank investment account.



#### City Clerk:

- Prepared for and took minutes at two scheduled City Council meetings, and standing committee meetings.
- Total receipts for the month were \$9,556.
- Permits:
  - American Legion Post 4485 – Yahtzee

#### Tax Collector:

- Motor vehicle registrations were a total of \$183,848 during the month.
- Collected \$6,280 for Municipal Transportation Fund during month.
- Notices of Arrearage was sent for delinquent Property Taxes and Utility Bills.
- Total receipts for the month were \$3,015,965.

#### Library

- The Library had 2,239 visits during the month.
- The total number of items in circulation was 3,413.
- 142 new library cards were issued, and 89 cards were renewed.
- The Library has painting on display by Susan Schwake for the month of April.
- There is a 3-D printer on loan from the State Library for a couple months and patrons can watch it in action.
- The Library has been active in hosting speakers on various topics, please keep an eye on the upcoming schedule of events if you would like to attend.

#### Human Services:

- Total assistance for the month was \$1,873. That compares to \$4,698 for the month of February 2022 and \$3,750 for March 2021.
- 1 new case was opened compared to 2 in 2021.
- 6 cases were approved for varying levels of assistance and 1 case was denied and 1 case is pending. 17 cases were referred to other agencies for support.

#### Information Technology

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

#### Assessing

- Processing abatements received by deadline.
- Updating all new construction and other changes as of April 1.

**Treasurer's Report.  
General Fund**

**Period as of March 31, 2022, 2021**

<b>General Fund Account</b>	<b>Balance</b>	<b>Rate</b>	<b>Maturity Date</b>	<b>Notes</b>
G/F Checking	\$3,200,528	0.00%	N/A	Money available upon demand
Citizens Invest & ICS	\$7,198,587	0.10%	N/A	Money available upon demand
NHPDIP	\$3,001,278	0.14%	N/A	Money available upon demand
TD Bank	\$6,671,616	0.12%	N/A	Money available upon demand
Newburyport Bank	\$7,590,388	0.10%	N/A	Money available upon demand
Eastern Bank	\$4,506,807	0.10%	N/A	Money available upon demand
Provident Bank	\$3,096,181	0.25%	N/A	Money available upon demand

<b>General Fund Interest Earnings</b>	<b>Period</b>	<b>Year to Date</b>	<b>Year to Date Anticipated</b>	<b>Variance Positive/(Negative)</b>
Period as of March 31, 2022	\$9,851	\$38,814	\$33,750	\$5,064

Date: March 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 March 2022 - Monthly Report

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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 – March 2
- Conservation Commission – March 9
- Planning Board – March 16
- SRTC – March 2 & 9
- Historic District Commission meeting – March 23

### Building and Health Departments

#### MAJOR Building Permits Applied for in MARCH 2022

Address		Construction Costs	Fees
48	STILLWATER CIR	\$ 173,000.00	\$ 1,582.00
50	STILLWATER CIR	\$ 155,000.00	\$ 1,420.00
385	RT 108	\$ 695,840.00	\$ 6,287.56
<b>Totals</b>		<b>\$ 1,023,840.00</b>	<b>\$ 9,289.56</b>

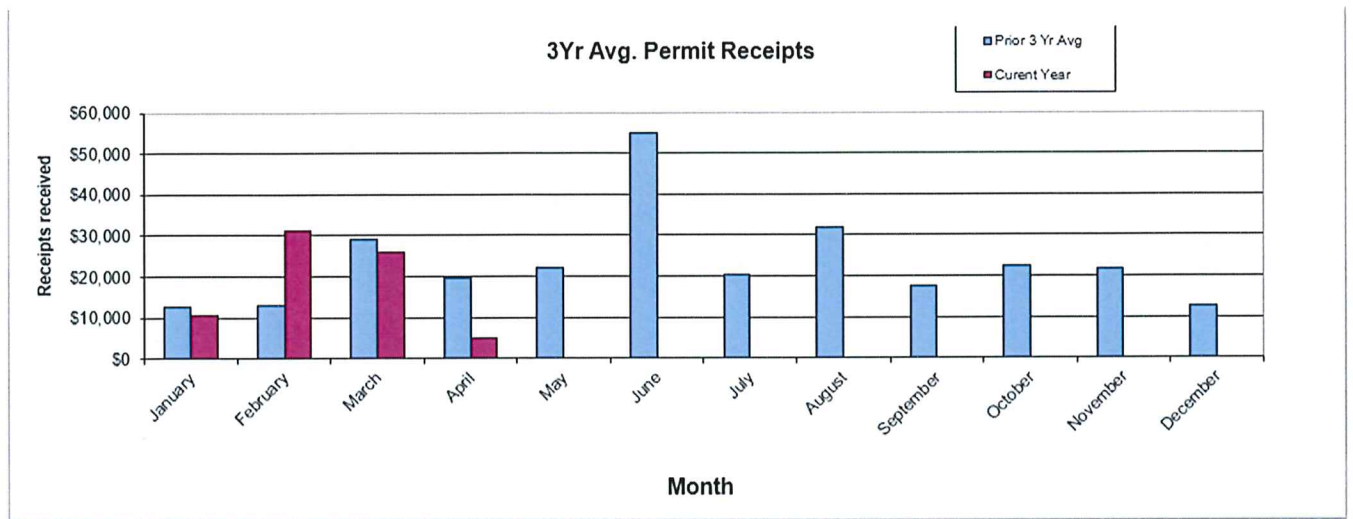
#### MINOR Building Permits Applied for in MARCH 2022

Address		Construction Costs	Fees
21	CEMETERY RD	\$ 14,000.00	\$ 151.00
172	HIGH ST	\$ 9,966.00	\$ 115.00
3	MEGAN DR	\$ 30,520.00	\$ 304.00
33	WHIPPOORWILL WAY	\$ 9,200.00	\$ 107.80
261	GREEN ST	\$ 25,000.00	\$ 250.00
5	PAUL	\$ 39,000.00	\$ 727.00
79	NOBLE	\$ 37,600.00	\$ 363.40
110	MAPLE ST	\$ 10,844.00	\$ 122.60
155	RT 108	\$ 5,000.00	\$ 70.00
199	HIGH ST	\$ 18,000.00	\$ 187.00
12	DEER CREEK RUN	\$ 33,775.00	\$ 328.97
17	LINCOLN	\$ 35,840.00	\$ 347.56

60-64	HIGH ST	\$ 75,000.00	\$ 700.00
38	PINEWOOD DR	\$ 51,253.00	\$ 486.28
7	WOLCOTT AVE	\$ 32,000.00	\$ 313.00
370	MAIN ST	\$ 5,000.00	\$ 85.00
23	BUFFUMSVILLE RD	\$ 4,395.00	\$ 64.55
62	CREST DR	\$ 8,000.00	\$ 97.00
82	WEST HIGH	\$ 17,500.00	\$ 182.50
99	BUFFUMSVILLE RD	\$ 6,200.00	\$ 0.00
135	MAPLE ST	\$ 7,050.00	\$ 88.45
54	ROCKY HILL RD	\$ 47,838.00	\$ 455.54
28	COTE	\$ 5,360.00	\$ 73.24
<b>TOTALS</b>		<b>\$ 564,181.00</b>	<b>\$ 5,619.89</b>

### Permit Receipts as of MARCH 31<sup>ST</sup>, 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	\$4,881.08		
May	\$19,665.79	\$33,736.68	\$0.00		
June	\$13,079.55	\$51,947.53	\$0.00		
July	\$16,816.46	\$18,776.42	\$0.00		
August	\$23,823.08	\$46,171.98	\$0.00		
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		
<b>Year total</b>	<b>\$193,817.84</b>	<b>\$289,149.41</b>	<b>\$67,584.35</b>	<b>\$6,126.83</b>	
Difference of change this year to last (completed months only)	\$193,817.84	\$289,149.41	\$67,584.35	-\$221,565.06	-76.6%



### Property Maintenance March 2022

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

Location		Complaint Type	Date of Complaint	Notifications Issued	Status
10	Andrews	Sign Violation	3/24/22	CN	COMPLETED
8	Ash	Trash	3/16/22	CN	COMPLETED
38	Franklin	Trash	3/6/22	CN	COMPLETED
38	Franklin	Trash	3/16/22	CN	COMPLETED
49	Franklin	Trash	3/6/22	CN	COMPLETED
61	Franklin	Trash	3/16/22	CN	COMPLETED
77	Franklin	Trash	3/20/22	CN	COMPLETED
93	Franklin	Housing Violation	3/25/22	CN	COMPLETED
92	Franklin	Trash	3/24/22	CN	COMPLETED
17	Green	Trash	12/30/21	CN	COMPLETED
7-9	Green	Trash	7/21/21	CN, NOV	COMPLETED
36-40	Green	Housing Violation	3/1/22	CN	COMPLETED
36-40	Green	Trash	3/9/22	CN	COMPLETED
36-40	Green	Trash	3/16/22	CN	COMPLETED
48	Green	Trash	3/7/22	CN	COMPLETED
42	Green	Trash	3/7/22	CN	COMPLETED



47	Green	Trash	3/7/22	CN	COMPLETED
51	Green	Trash	3/7/22	CN	COMPLETED
65	Green	Trash	3/16/22	CN	COMPLETED
65	Green	Trash	3/23/22	CN	COMPLETED
65	Green	Trash	3/30/22	CN	COMPLETED
15-17	Grove	Trash	2/28/22	CN	COMPLETED
56/58	High	WMI Error	3/9/22	CN	COMPLETED
82	High	Trash	3/18/22	CN	COMPLETED
275	High	Trash	3/24/22	CN	COMPLETED
18	Highland	Trash	2/28/22	CN	COMPLETED
12-16	Highland	Trash	2/28/22	CN	COMPLETED
249	Indian Brook Drive	Zoning Violation	4/1/22	NOV, COURT	COMPLETED
283/285	Main	Trash	12/15/21	CN, NOV	COMPLETED
214	Main	Trash	3/28/22	CN	COMPLETED
14	Myrtle	Trash	2/22/22	CN	COMPLETED
25	Otis	Wetland Violation	3/25/22	DES Notification	COMPLETED
25	Otis	Wetland Violation	3/31/22	NOV	COMPLETED
5	Paul	Permit Violation	2/28/22	CN	COMPLETED
46	Pleasant	Trash	3/1/22	NOV	COMPLETED
369	Rt 108	Dumpster Violation	1/11/22	CN, NOV	COMPLETED
5	Union	Trash	3/1/22	CN	COMPLETED
53-55	Union	Trash	2/22/22	CN	COMPLETED
16	Walnut	Trash	3/3/22	CN	COMPLETED
24	Washington	Dumpster Violation	2/9/22	CN, NOV, COURT	COMPLETED
2	Davis	Trash	2/28/22	CN	PENDING
140	Green	Trash	3/24/22	CN	PENDING
66	High	Permit Violation	2/15/22	CN	PENDING
86	High	Housing Violation	1/11/22	CN, NOV, COURT	PENDING

86	High	Housing Violation	1/21/22	CN	PENDING
86	High	Housing Violation	3/4/2022	NOV, COURT	PENDING
6	Lemelin Court	MPV	3/24/2022	NOV	PENDING
357	Main	MPV	2/7/2022	NOV	PENDING
20-30	Market	MPV	1/11/22	CN	PENDING
49	Market	Sign Violation	3/24/22	CN	PENDING
62	Market	MPV	3/24/2022	NOV	PENDING
26	West High	MPV	3/24/22	CN	PENDING

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

- In the month of March, 2022, forty (40) open matters became compliant and were closed.
- In March 2022, the Code Compliance Office issued:
  - Twenty-seven (27) Courtesy Notices;
  - Six (6) Violation Notices; and
  - One (1) Court Complaints.

#### **COURT MATTERS – Active**

- **City v. Reddy Infosys, Inc. – 82/86 High St.**
  - Suit was filed on 12/16/21 due to continued late set-outs of garbage by the tenants of 82/86 High Street.
  - In conjunction, Defendant was served an invoice for the Department of Public Works’ removal of the waste.
  - City has yet to hear back on a ruling from the Court.
  - Defendant has pled “not guilty” - trial is slated for 7/8/2022
- **City v. Reddy Infosys, Inc. – 86 High St.**
  - Suit was filed just after the first of the year for unsuitable living conditions within 86 High Street. City is awaiting a hearing date.
  - Defendant has since been served with additional violations for sewage backflow in her apartment.
  - Due to the landlord’s unwillingness to address any of the issues in the unit, this matter is being referred to the City’s Attorney for prosecution in Superior Court.
  - Trial date slated for 7/8/2022 in Dover District Court.



- The Code Office has since issued another fine, through court, onto the defendant on 3/15/22.

## **COURT MATTERS – Resolved**

- **City v. Dayenu, LLC – 40 Main St.**
  - Suit was filed months ago. City is awaiting a hearing date to arraign Defendant.
  - Defendant has still made no effort to screen the dumpster. Therefore, the Code Office is preparing a subsequent complaint for District Court.
  - An agreement was filed with the District Court which states that the defendant must screen the dumpster, or remove the dumpster by no later than May 4, 2022. The agreement further states that if the dumpster should return to the property, and it is not compliant when it does so, the full fine will be imposed.
- **City v. 2<sup>nd</sup> Street Construction, LLC – 24 Washington Street (Breezeline Broadband)**
  - Suit was filed on 2/18/2022 for the business' failure to screen its dumpster.
  - Arraignment/hearing was held on 3/7/2022.
    - Agreement was signed stating that The City would suspend \$900 of the sought \$1,000 fine if the dumpster was screened within a week, which it was.
    - Defendant is to remit payment to The City by April 7<sup>th</sup>.
    - Defendant has remitted payment and enclosed the dumpster by the date specified in our agreement.

## **Land Use Boards:**

### **Conservation Commission:**

- Palmer Gas and Oil is seeking a Conditional Use Permit for impact to the Woodland Buffer to allow propane tank inventory storage and stormwater treatment area associated with a site development on a property located at 73 Gator Rock Road, in the Industrial (I) District, Assessor's Map 47 Lots 1H, 1I, 1J, & 1K, CUP#04-2022 **Recommend approval.**

### **Historic District Commission:**

- No applications to review.
- Workshop on Exterior Historic Paint Colors

### **Planning Board:**

The Planning Board reviewed the following:

- FFF Holdings, Bernier Street, in the Residential Single Family and Residential Duplex (R1 & R2) Districts, Assessor's Map 36 Lot 24, SUB#11-2021 and CUP#07-2021. Application for a 4 lot Conservation Subdivision, Conditional Use Permit and Special Use Permit was **continued.**

- 108 Gator Rock, LLC, Caiman Drive, Seamore Drive and Gator Rock Road, in the Industrial (I) District, Assessor's Map 47 Lots 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, 1-H, 1-I, 1-K, 1-L, SUB#03-2022. Application for a lot line adjustment was **approved**.
- Michael & Colleen Foligno 193 Blackwater Road, in the Residential Single Family (R1) District, Assessor's Map 67 Lot 04, SUB#02-2022 & CUP#03-2022. Application for a 2 lot subdivision and conditional use permit for a property located in Dover and Somersworth, was **approved**.
- A3H Holdings LLC, 436 High Street, in the Residential/Commercial (R/C) District, Assessor's Map 38 Lot 1A, SITE#01-2022. Application for site plan approval for a Motor Vehicle Service (drive thru car wash building) and associated infrastructure was **continued**.

#### Site Review Technical Committee:

##### March 2, 2022

- A3H Holdings LLC, is seeking site plan approval for a Motor Vehicle Service (drive thru car wash building) and associated infrastructure on a property located at 436 High Street, in the Residential/Commercial (R/C) District, Assessor's Map 38 Lot 1A, SITE#01-2022

##### March 9, 2022

- Maddison Gassman 436 Route 108 in the Commercial Industrial (CI) District, Assessor's Map 56 Lot 1A, SITE#04-2022. Application for a minor site plan to allow a daycare facility within the existing building was **approved**.
- Citizens Bank is seeking a site plan amendment for a 1,395 SF addition to existing bank for a property located at 56 Tri City Plaza, in the Residential/Commercial (RC) District, Assessor's Map 40 Lot 05, SITE#05-2022

#### Zoning Board:

The Zoning Board of Adjustment reviewed the following:

- Art Guadano on behalf of SOS Realty 504 High Street, in the Residential/Commercial (RC) District, Assessor's Map 40 Lot 08, ZBA#01-2022. Application for a variance from Table 5.A.1 to allow two (2) additions within the setbacks was **approved**.
- Fontaine Memorial, LLC 16 Portland Street, in the Residential Multi-Family (R3) District, Assessor's Map 09 Lot 101 ZBA#02-2022. Application for variances from Table 5.A.1 to create a lot that has less than the minimum lot area and frontage requirement and Section 21.A.2 to allow parking to be arranged where it would need to back out into the street was **approved**.

## Economic Development – March 2022

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

- **News:** Anatolia Meditation Restaurant was featured on WMUR-NH Chronicle
- **Vacancy: Commercial - Business Vacancy** [*Site for Sale and / or Lease*]
  - **National Guard Site:** The team continues working with SRPC for a grant for environmental remediation, and for long- range planning for the best use of the site
  - **The Police Station:** Environmental clean-up will soon begin
  - **Breton Cleaners:** A proposal for Domino's Pizza was accepted, but ultimately rejected by the City Council. Next steps will soon be mapped out
  - **Stratham Tire:** It is understood that a cash buyer is in the process of the purchase. At this writing there are no other details
  - **Sumner Printing:** Pensole Shoes has leased appx 20, 000 feet of the MFT building to initially hire 30 employees who will produce 250, 000 pairs of shoes annually. Pensole Shoes will ultimately employ 60 to produce 500,000 shoes per year for national distribution. This location will also dove-tail with the Pensole Knowledge Institute
  - **Garabedian:** The national real-estate firm, Marcus & Millichap, has been hired to represent the property from coast to coast. A "Clean" Manufacturer is reviewing the site
  - **Bad Lab Beer Co.:** 8 Prospective Breweries have expressed an interest in this site. The Broker is vetting each, and they we will review the most qualified prospective tenants together. The property is being shown on 3-31-22 to a prospective brewer -buyer
  - **Acupet - Vet:** The business is moving to Dover and this space will soon be available
- **New: Commercial - Business Tenants** [*Certificate of Occupancy issued*] There were no (0) new commercial tenants in March, 2022
- **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) Breezeline
  - 9) Soul Tye-Dye
  - 10) Jersey Mike's Subs
  - 11) Diversions Puzzles and Games
  - 12) Shammy's Carwash
  - 13) Lakeside Childcare



- **Potential: Commercial - Business Exploring** [ *Considering and in Exploratory Review* ]
  - Bank of America
  - Produce Store and Meat Market considering leasing Lucky's
  - Pool Table Sales behind Sole City Dance
  - Roller Skating Rink wants to open in Somersworth
  
- **Miscellaneous:** *Brand Identity & Image: Media and Press Relationship development continues*
  - **Press:** (3) Three articles on Dominos locating at 1 Winter Street ran in Fosters (2) NH Chronicle did a full segment on Anatolia Restaurant & the Somersworth Historic Society & Museum!
  - **New: Emerson Doiron has been hired as the** new Executive Director of the Falls Chamber of Commerce
  - **ERZ:** the 2021 Deadline was February 10, 2022, we will soon know the count
  - **Prince Garage:** Environmental clean-up options are being considered
  - **HDC:** The Historic District. Educational workshops have been very successful
  - **The Chinburg - Canal Street Mill tenant** -The Filling Factory formerly known as Echo Touch, Inc. (manufacturer's eco-friendly household cleaning products) is embarking upon an extensive expansion
  - **Resiliency Academy:** This year's community session will occur in Somersworth, 6/16 with special emphasis on the community and revitalization
  - **Employee Shortage:** A route 108 business has a significant challenge with distribution of product due to a Truck Driver Shortage. The state BEA and the Somersworth Economic Development Department are working closely together to resolve the issue.
  - **Breton Cleaners-** a handful of developers have reached out inquiring about RFP process.
  
- **# SeeSomersworth**
  - SeeSomersworth- Keep abreast of Downtown Business Activities at: [www.facebook.com/seesomersworth](http://www.facebook.com/seesomersworth)
  
- **Community Advocacy:** ZOOM Meetings & Roundtables
  - ✓ **Weekly:** SEDS -Seacoast Region Economic Development Stakeholders
  - ✓ **Bi-Weekly:** BEA - 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- March 2022

- The **Biddy Basketball** program ran for 3 sessions on Saturday mornings, March 5-19 at Idlehurst Elementary School gym. This is a beginner program that teaches children ages 3-6 the basic fundamentals of dribbling, passing, and shooting through a series of fun games and drills. We had 13 children participate in the ages 3 & 4 division and 17 children in the ages 5 & 6 division.
- **Granite State Track & Field** registration opened March 1<sup>st</sup>. We're excited to bring back the full track program after a two-year hiatus due to the pandemic. The GST program is open to children ages 9-14. Practices will be at the Idlehurst School track on Mondays and Wednesdays; May 11- June 8. This is a beginner track program where participants will learn basic running, jumping, throwing, and stretching techniques. Participants will have the chance to compete in the local District meet against athletes in their age division from NH.
- **Kids Camp & Trends Camp Registration** open on March 15<sup>th</sup> for Somersworth residents. The camp dates are June 27-August 19 (total of 8 weeks). Regular camp hours are 8:30 am-4:00pm. Extended care is offered to families at an additional cost & allows early drop off between 7:00-8:30 am and pick-up between 4:00-5:30 pm. Our goal is to bring back field trips again this summer. Sample trips are to NH State Parks such as Pawtuckaway, White Lake, & Ellacoya. We're also planning to incorporate more local bus and walking field trips to Somersworth parks, Somersworth Library, and other fun locations. We currently have a waitlist for the program as we need to ensure we can hire enough staff to run the programs.
- We're currently working on hiring Summer Camp Directors and Camp Counselors to run both camps. Staff are actively advertising for positions on our Facebook page, Indeed.com, and flyers posted at Somersworth schools, CTC Center, Housing Authority, Library, City Hall, and more.
- We're prepping to bring back our popular in-person **Easter Egg-Stravaganza Egg Hunt** on Friday, April 15<sup>th</sup> at Jules Bisson Park. The egg hunt will kick off at 4:30 pm sharp and children will dash across the park to help collect over 4,500 candy-filled eggs. Children will have the opportunity to get their photo taken with the Easter Bunny. We'll also have a jelly bean guess jar where the top 2 guesses without going over will win an Easter Basket filled with candy and goodies. We're very fortunate to have volunteers from the Somersworth Interact Club, Girls Scout Troop #12325 & their troop leaders, and high school students.



## MEMORANDUM from Director Public Works & Utilities

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

**DATE:** April 14, 2022

**SUBJECT:** Public Works Department Monthly Report for March 2022

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

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### DIRECTOR'S COMMENTS

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

- Worked with the City Manager's office on preparations for the State of the City address. Provided updated information on the Department key activities during the past year.
- Staff is continuing to work on getting easements approved by commercial property owners along the High Street corridor for the CMAQ High Street Traffic Signal Improvement Project. We have 6 of the 8 easements required for the project to be ready for bid solicitation. The 2 remaining properties are Target and Walmart.
- Held pre-construction meetings with representatives of PaveX and Connecticut Crack Sealing for upcoming road paving and crack sealing work to start later this spring.
- Began receiving inquiries from applicants needing driveway and trench opening permits in preparation for the release of the winter moratorium period which ends April 15.
- Highway Division personnel responded to four (4) snow and ice events in early March as spring approaches. Salt supplies have been replenished and reordered 2 times during past months due to high use; storm events have required greater use of salt over the winter.
- Participated in a joint bid with the City of Dover for pavement markings. Received a bid from K5 for the work and recommended contract award to them. Work is for long lines on City streets, contract is at \$24,500. Following contract execution and City streets are swept, lane painting will begin. Looking at mid to later May.
- Met with Somersworth Home Depot Officials on the Community Garden expansion project and made plans for work and implementation details. The City was awarded \$6,200 in grant funds from Home Depot for garden plot expansion and site improvements. The grant will include a new tool shed, garden tools, site fencing and raised garden bed material for the garden plots. Malley Farm Community Garden volunteer stewards held a spring meeting with former and new gardeners to discuss plans for the upcoming season, garden expansion plans and reviewed the volunteer gardeners sign up agreement forms.
- Attended City Council meetings, and Public Works and Environment and Finance Committee meetings.
- Other meetings attended:
  - Cemetery Trustees
  - SRPC Executive and Policy Committees
  - Seacoast Stormwater Coalition
  - SRTC-Development Reviews



- The Wastewater Treatment Plant Upgrade project is complete. Staff continues to work with Apex Construction and Wright Pierce Engineers on remaining punch list items that have not been accepted yet and not subject to warranty period.
- Received bids for the Rocky Hill Road Culvert Replacement Project. Approval for additional appropriation for the project will be needed as the two bids received exceeded the funds made available for the project. The low bid was submitted by Wickson Construction; staff completed a review of their bid and background checks and recommends to the City Manager a contract award to Wickson Construction in the amount of \$386,995.
- Issued a Request for Qualifications (RFQ) solicitation for engineer firms to conduct an assessment of the City's sanitary sewer collection system. The RFQ has been released and qualifications statement proposals are due on March 25, 2022. The project is funded in part from a Clean Water SRF Grant from the State DES.
- Released bid documents and specifications for replacing the Italianate Well House Roof at Forest Glade Cemetery. Bids are due on April 7, 2022. This project is being funded by a \$10,000 NH Historic Preservation -Moose Plate Grant.
- Completed bid specifications for the resurfacing of Noble Pines Basketball Court. Bids are due on April 14, 2022.
- Issued a Request for Qualification (RFQ) for construction engineering services for the City's TAP and CMAQ projects in anticipation of these projects being approved for bidding sometime this spring.

## **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
- Washed and greased all trucks following winter events
- Replaced signs city wide damaged from weather and accidents
- Removed numerous shopping carts discarded around the city numerous days
- Filled salt barrels after winter events
- Responded to 4 winter events
- Adjusted vents at the Blackwater Landfill
- Collected road side trash along trouble areas, (Blackwater Rd, Rocky Hill Rd, Stackpole Rd, Willand Dr, Commercial Dr)
- Began work on clearing and leveling the area for the Community Garden expansion
- Performed requested repairs at city hall
- Performed trimming of brush and limbs that were overhanging the road
- Finished removing decorations from poles and Library

### ***Recreation:***

- Cleared downed trees from the river walk
- Removed trash and debris from parks

### *Cemetery:*

- Cleared the road of snow and ice in preparation for a possible burial.
- Performed 1 burial

### *Water Distribution Support:*

- Assisted with a water break at 61 Union St

### *Sewer Collections Maintenance:*

- Repaired a manhole on Rt 108 that was damaged
- Received 88 DigSafe requests

## **ENGINEERING DIVISION**

- Attended Seacoast Stormwater Coalition meeting.
- Attended SRTC Meeting.
- Completed review and approvals of driveway permits filed by other residents.
- Completed review and approval of several Trench permits.
- Completed driveway inspections for Greenview and Sunningdale subdivisions and others.
- Pursued easements for CMAQ project. Conducted meetings with property owners for easements.
- Attended Italianate Wellhouse Site Visit pre-bid.
- Attended Community Garden site visit, prepared sketch for layout.
- Attended Public Works & Environment Meeting.
- Attended Finance Committee meeting.
- Attended Council Workshop – BETA presentation.
- Received and reviewed Rocky Hill Rd culvert bids.
- Attended WWTF project site walk.
- Attended Paving Preconstruction meeting.

## **WASTEWATER DIVISION**

### *Operations/Maintenance:*

- Operating under the (A2O) process which is used during the winter months. During this time, we have less restrictive nutrient and Biochemical Oxygen Demand & Total Suspended Solids requirements. The winter season runs from October 1<sup>st</sup> thru April 30<sup>th</sup>.
- Conducted yearly preventative maintenance on both effluent disc filters. These have been placed back in service for the upcoming nutrient removal season.
- Working with Hackworth Fire & Security to upgrade our 3G fire & security system to the new 4G standard.
- Completed warranty work on the new Enviromix system. We experienced a pressure gauge failure resulting in a blown relay and valve solenoid. Enviromix covered the expense and replaced our spare parts inventory.
- Received 2,000 gallons of septage for the month.

### *Compliance:*

- Preparing monthly reports to US-EPA and NH-DES. Reports are due to the agencies by the 15<sup>th</sup> of each month.



- Reported zero permit exceedances for the month.
- Treated a total of 46-million gallons of wastewater during the month.

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

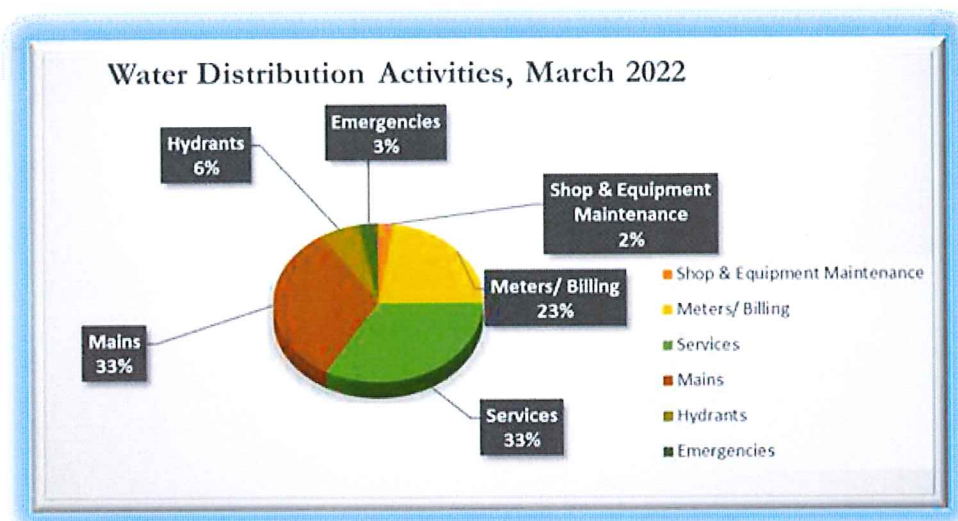
- Reviewed one wastewater survey from Lakeside Childcare. No wastewater permit is necessary.
- Issued Contitech's permit renewal.
- General Linen has submitted a renewal application which is under review. Stephanie and I will be drafting their revised limits over the next month. We will issue their updated final permit in June.
- NH Materials Laboratory, Inc located on Interstate Drive was recently inspected by NH-DES and was found to be in violation of their waste disposal practices. In response to this, we will now be issuing them a Commercial User Permit.

#### ***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. Project milestones include substantial completion – November 10, 2021. Final completion – February 8, 2022.
- Remaining construction activities include; Fire alarm system testing/inspection, aeration blower variable frequency drive replacement, SCADA review/training, Sludge dewatering room heater install/start-up. Cantwell was onsite and we reviewed their upcoming work load and schedule. They will be re-loaming and seeding the entire grounds as well as replacing the radius curbing. They hope to have this completed by mid-May.

#### **WATER DISTRIBUTION**

- Water Distribution operators completed 165 work orders and service requests in the month of March.
- Conducted pre -paving water valve checks for location and condition identification.
- Responded to various emergencies such as struck hydrants and water breaks.
- Continually training new personnel.
- Responded to a Union Street water service break.



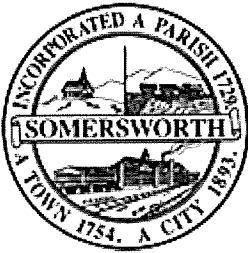
## WATER TREATMENT

### Items completed this month:

- Bacteria's and TOC's water quality testing completed
- Pumped 31,703,938 gallons of raw water
- Filtered and pumped to the city 29,015,750 of finished water
- Divers completed small clear-well tank cleaning and inspection
- Performed calibration on Hach EZ manganese analyzer
- Contacted Pall Corporation for billing office
- Hach conducted a site visit for upcoming price changes
- Attended virtual Annual Meeting for NHWWA
- Completed information for the State of the City
- Investigated issue with treatment room overhead door
- Received price increase notice for potassium permanganate
- Conducted resiliency testing for the treatment plant cyber network
- Responded to water quality issue in Kelwyn Park
- Requested quotes for replacement electric water heater

### Action items:

- Waste tank sludge pump out
- Intake inspection



## *Somersworth Police Department*

*12 Lilac Lane*

*Somersworth, NH 03878*

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

David B. Kretschmar  
Chief of Police

# MEMORANDUM

Memo To: Bob Belmore, City Manager  
From: Timothy J. McLin, Chief of Police  
Date: April 7, 2022  
Subject: Monthly Report – Month of March 2022

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Bob:

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

### **PERSONNEL:**

- Chief David Kretschmar retired on 3/22/22 after 39 years of service to the City.
- Chief Timothy McLin was sworn in as Chief on 3/23/22.
- John Sunderland was promoted to the rank of Captain of the Investigations Division.

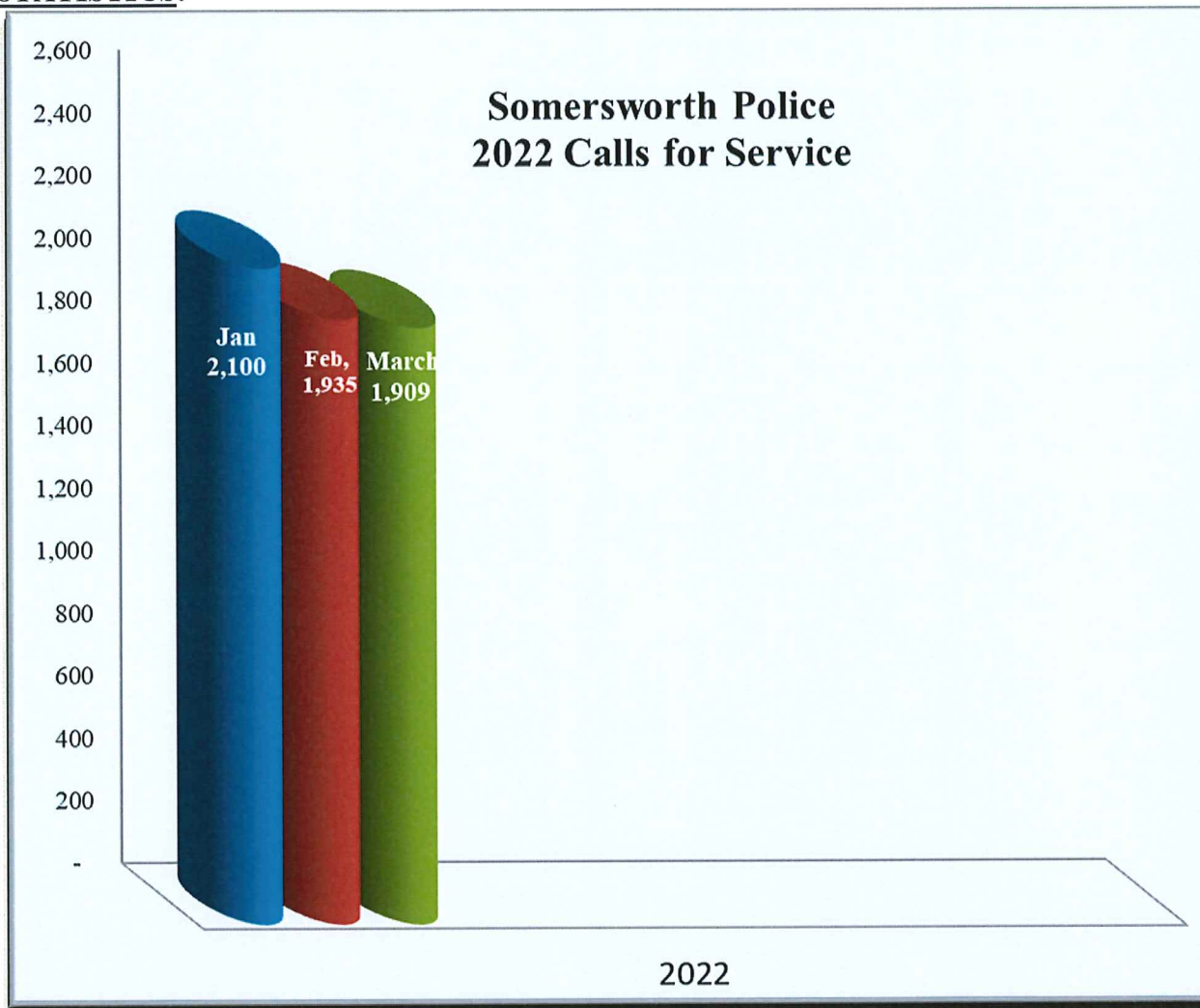
### **COMMUNITY POLICING:**

- Detective Campbell and SRO Fuller taught an active threat course at the Somersworth Schools.
- Officer Tully and SRO Fuller arranged a visit from Tac the Service Dog at Idlehurst.
- April is Autism Awareness month. We have free autism cards available for any person or family member on Autism spectrum.
- Personnel received training in the ACERT Program (Adverse Child Experience Response Team) put on by the United Way of the Greater Seacoast for children who experience traumatic events.

### **TRAINING:**

Personnel received training in Homicide Investigations Conflict Resolution, Mitigation and De-escalation Tactics and Skills for Today's Officers, Field Training Officer and all personnel received training in CPR and Stop the Bleed.

## STATISTICS:



### 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		1,802	1,846	2,285	2,452
May		2,004	1,708	2,053	2,409
June		1,984	1,749	1,935	2,406
July		1,757	1,949	2,048	2,174
August		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	5,944	21,355	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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12 April, 2022

To: Mr. Robert Belmore, City Manager

Re: March 2022 Monthly Fire Department and Emergency Management Report

1. Phase I construction of the new fire station: During the month of March, the roof structure over the apparatus bay, interior walls, and piping for the apparatus floor radiant heat system were completed. Brick veneer, electrical, plumbing, and HVAC work continues to progress. The current time line indicates movement into the logistics wing in early July. A comprehensive project review of subsystems and functional capability is in work with the review of Phase II nearing completion.
2. Call Volume for this reporting period with a comparison to last year:

	March 2022	March 2021
Fire (all types)	1	8
Overpressure / Overheat (no fire)	0	0
Rescue - EMS	73	75
Hazardous Condition (no fire)	10	11
Service Call	14	13
Good Intent Call	29	21
False Alarm / False Call	13	8
Severe WX / Natural Disaster	0	1
Special Incident	1	0
Total	141	137

3. Stewart's Ambulance responded to 183 emergency calls in the City, transported on 84 of those calls, and had an average response time of 3 minutes and 30 seconds.

Note: The SFD responds with Stewart's on the more serious medical calls which are coded "C", "D", and "E" as well as any time a mutual aid ambulance responds into the City.

Respectfully submitted

*George D. Kramlinger*



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TELEPHONE (603) 524-3885

April 13, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Ordinance No. 10-22

Title: **SUPPLEMENTAL APPROPRIATION FOR ADDITIONAL FUNDING  
NEEDED FOR THE REPLACEMENT OF A CULVERT ON ROCKY HILL ROAD.**

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

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

Date: 4/13/22

By: 

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

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April 13, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 35-22

Title: **TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT  
AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT  
OF SAFETY, HOMELAND SECURITY AND EMERGENCY MANAGEMENT  
FOR THE PURCHASE OF EMERGENCY OPERATIONS CENTER  
EQUIPMENT AND A BACKUP GENERATOR FOR THE FIRE STATION.**

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: \_\_\_\_\_

4/13/22

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



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April 13, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 36-22

Title: **TO AUTHORIZE THE CITY MANAGER TO PRE-ORDER ONE SUV STYLE  
POLICE CRUISER AND ONE UNDERCOVER POLICE VEHICLE WHICH  
WILL BE FUNDED BY A LEASE PURCHASE AGREEMENT AS PART  
OF THE FISCAL YEAR 2023 BUDGET.**

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: 4/13/22

By: 

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

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April 14, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 37-22

Title: **TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT  
EXTENSION WITH GREEN MOUNTAIN POWER OF COLCHESTER, VERMONT FOR  
THE OPERATION OF A HYDROELECTRIC FACILITY CURRENTLY KNOWN AS THE  
LOWER GREAT FALLS PROJECT**

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: \_\_\_\_\_

4/14/22

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

