



Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager
DATE: Friday, July 29, 2022
SUBJECT: City Manager's Report for Monday, August 1, 2022 City Council Meeting

Unfinished Business (under Section 14 of Agenda)

Resolutions

- A. Resolution No. 1-23: To Authorize the City Manager to Sign an Agreement with the State of New Hampshire, Division of Historical Resources for the Installation of a Historical Marker and for the City to Agree to Provide Maintenance and Care of Said Marker. Again, Eric Chinburg Properties has agreed to pay \$1,200 of the cost of the marker; the State website indicates the markers cost between \$2,000 - \$2,300. Hilltop Fireworks has agreed to donate the needed funding balance.
- B. Resolution No. 4-23: To Discontinue the Sidewalk Improvement Capital Reserve Fund in Accordance with RSA 34:11-A. Again, the possibility of taking this action was raised by Councilor Witham during this past fiscal year as City Council appropriated \$100,000 in the present fiscal year that started July 1, 2022. The CIP for FY2023-2028 recommends adding an additional \$10,000 each year to this amount so that incrementally the amount for FY 2028 is \$150,000

New Business (under Section 15 of Agenda)

Resolutions

- A. Resolution No. 5-23: To Authorize the City Manager to Enter into a Grant Agreement with the State of New Hampshire Department of Environmental Services for a Wastewater Collection Asset Inventory and System Master Plan. There is no City funding match for this Grant. I will be moving forward to the appropriate Council Committees to discuss selecting an engineering consultant firm to assist in completing the project. Attached is a copy of a portion of the Grant Agreement paperwork.

- B. Resolution No. 6-23:** To Authorize the City Manager to Enter into a Grant Agreement with the United States Department of Agriculture Rural Development for a Community Facility Grant used for the Purchase of a Thermal Imaging Camera. This purchase was included in this Fiscal Year's Budget. Respectfully, I would request Council consider waiving rules to approve this Grant. Attached is a copy of an email that notified the City of the Grant award.
- C. Resolution No. 7-23:** To Authorize the City Manager to Enter into the Contribution Assurance Program (CAP) with Primex of Concord, NH for Property and Liability Insurance and Worker's Compensation Insurance. This Primex CAP Program is for a 3-year extension, I want to point out that the City has been very satisfied with the services provided by Primex that not only includes coverage and an extensive series of safety & risk management prevention training. The training crosses all facets of municipal services and we have taken full advantage of it over the years; it has included Police, Fire, Highway training as well as Human Resources and Legal support. Attached are copies of these CAP programs which the City has previously been enrolled.

Other

- A. Vote to Authorize the City Manager to Enter into an Agreement with the City of Dover and City of Rochester to Operate an Emergency Cold Weather Warming Center at 30 Willand Drive in Somersworth from November 2022 through March 2023, to include an Agreement with a Third Party Organization to Provide Services at the Warming Center.** The City of Dover and Rochester will provide funding for the Center. Somersworth's contribution will be the in-kind match of City services such as Police, Fire, EMS and Highway, as well as hosting the facility as non-taxable property. I will provide you with a copy of the draft RFP on Monday.
- B. City Council Vote to Set Effective Date on the Proposed Ward Boundaries Charter Amendments should voters approve these Amendments on the September 13, 2022 Special Municipal Election.** Staff talked to NH Department of Justice staff regarding an effective date for these proposed Amendments, and suggest that language be inserted into the Amendment so it is clear to the voters when it will be effective. They recommend an effective date after the November election, because they feel it will be confusing to the voters to change between the September and November election. It is my recommendation that we look at July 1, 2023 for the effective date, which is the start of the next Fiscal Year. City Attorney also agreed with this effective date option.
- C. City Council Vote to not accept a \$120,000. Community Project Funding Grant Award for the Construction of a Somersworth Fire Training Tower.** The Finance Committee and the Fire Station Building Committee met on July 26th to discuss this funding Grant. The Fire Station Building Committee voted to recommend the City not accept the Grant. The Finance Committee's consensus was to concur. The construction project's budget is tight and based on new estimates to incorporate a training tower, the City Council would need to approve an additional \$198,000 in addition to the \$120,000 Grant as the new estimate to construct a training tower is \$318,000. Attached is a copy of the estimate as well as the Grant award notice.

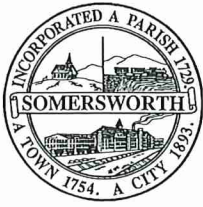
City Manager's Items (under section 11 of Agenda)

Informational Items

- A. Rocky Hill Road Culvert Project.** Without objection, I will be moving forward to allow a 2nd day of night work to complete the necessary Project work. Presently, I discussed needed change orders with the Finance Committee at their July 26th meeting. At that time, Staff believed we could move forward and stay within the approved Budget. Unfortunately, the new estimate with change orders is \$451,431 which is over the approximate \$448,000 approved Budget. Again, without objection, I will move forward with this required work and request that the Finance Committee meet to discuss needed additional funding.
- Wickson Construction will excavate the two valves to investigate material, manufacturer, depth, size, etc. This will happen during the day. One valve will be exposed at a time. Traffic will remain open on Wells Street. Traffic control will be utilized. This excavation is tentatively proposed on Tuesday August 2. The traffic control plan will be reviewed and approved by the police department. Emergency response vehicles including police, fire and EMS will have access to Rocky Hill Road and Wells Street during this operation.
 - Once the valves are exposed and the repair/replacement method is confirmed, the planned work for valve replacement is tentatively scheduled for Thursday August 4.
 - The water treatment plant is tentatively planned to be shut down at **10pm on Thursday August 4 for approximately 8 hours** to complete the two valve replacements/repairs. Work will be completed overnight to minimize impact to residents due to water shut off. This shut off will affect 40 properties on Wells Street and Rocky Hill Road between Winter Street and Otis Road, they will have no water during this shut down period.
 - Once this work is complete and the valves are operational, Wickson Construction will schedule the water main replacement work under the Rocky Hill Road culvert. This work will also occur overnight as planned.
 - Staff will have an emergency response plan for the water plant and distribution system prepared in advance of this work in the event needed.
 - Public Works and Water Division personnel will be on site during the operation.
- B. Dual Utility Poles.** As requested, attached is a copy of a status report from Director Mike Bobinsky regarding the elimination of duplicate utility poles throughout the City.

Attachments

1. City Attorney Certifications - Three (3)
2. Department Head Monthly Reports



City of Somersworth – Resolution

Resolution No: **1-23**

TO AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE STATE OF NEW HAMPSHIRE, DIVISION OF HISTORICAL RESOURCES FOR THE INSTALLATION OF A HISTORICAL MARKER AND FOR THE CITY TO AGREE TO PROVIDE MAINTENANCE AND CARE OF SAID MARKER

July 5, 2022

WHEREAS, pursuant to New Hampshire Revised Statutes Annotated 236:44, as inserted by Chapter 422, Laws of 1983, and by New Hampshire Revised Statutes Annotated 227-C:4, X., pursuant to Chapter 345, Laws of 1985, authority was granted to the Division of Historical Resources / State Historic Preservation Office to enter into cooperative arrangements with cities, towns, and local historical organizations or societies for the erection of markers, for the purpose of indicating the occurrence of historical events, within the rights of way of Class IV and V highways; and

WHEREAS, said RSA 236:44 requires that the Division of Historical Resources / State Historic Preservation Office's authority to enter into such agreements is conditioned upon the city, town, or local historical organization or society agreeing to the subsequent maintenance and care of said markers; and

WHEREAS, the City desires a historical marker be placed near the former Hilltop School which has been placed on the National Registry of Historic Places, and will describe the School's distinction as the first public High School in the State of New Hampshire;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to sign an agreement with the State of New Hampshire, Division of Historical Resources to pay for the full cost of a historical marker by means of funds donated to or appropriated by the City, and for the installation of a historical marker and for the City to agree to provide maintenance and care of said historical marker.

Authorization

Sponsored by:

Dana S. Hilliard

Councilors:

Nancie Cameron

Matt Gerding

Denis Messier

Richard R. Michaud

Martin Pepin

Kenneth Vincent

David A. Witham

Approved:

City Attorney

City of Somersworth – Resolution 1-23

History

First Read Date:	7/5/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:	8/1/2022		

Discussion

7/5/2022

Councilor Vincent would like to be an additional sponsor.

Resolution No. 1-23 will remain in first reading until call of the Chair.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	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		
TOTAL VOTES:			
On	Resolution 1-23	PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 4-23

TO DISCONTINUE THE SIDEWALK IMPROVEMENT CAPITAL RESERVE FUND IN ACCORDANCE WITH RSA 34:11-A

July 5, 2022

WHEREAS, the City Council adopted Resolution 18-11 on March 21, 2011, to establish a Capital Reserve Fund for the purpose of construction, reconstruction, or rehabilitation of City sidewalks; and

WHEREAS, the City of Somersworth's 2023-2028 Capital Improvement Plan includes a recommendation to fund sidewalk improvements through the annual operating budget each year; and

WHEREAS the adopted Fiscal Year 2023 budget contains an appropriation for sidewalk improvements as recommended in the Capital Improvement Plan; and

WHEREAS funding sidewalk improvements through the annual operating budget makes the use of the Sidewalk Capital Reserve Fund unnecessary; and

WHEREAS, RSA 34:11-a grants the City Council the authority to discontinue a Capital Reserve Fund and direct the Trustees of Trust Funds to pay all the moneys in said fund to the City Treasury;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Sidewalk Improvement Capital Reserve Fund shall be discontinued in accordance with RSA 34-11-a and direct the Trustees of Trust Funds to pay all the moneys in said fund to the City Treasury.

Note: RSA 34-11-a requires a Public Hearing, and the Public Notice for the Public Hearing must include a statement distinctly stating the reason(s) for which such Reserve is to be discontinued.

Authorization

Sponsored by Councilors:

David A. Witham
Donald Austin
Martin P. Dumont
Matt Gerding

Approved:

City Attorney

City of Somersworth – Resolution 4-23

History

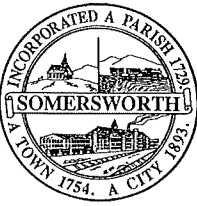
First Read Date:	7/5/2022	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:	8/1/2022		

Discussion

7/5/2022

Resolution No. 4-23 will remain in first reading until call of the Chair.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	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		
TOTAL VOTES:			
On	Resolution 4-23	PASSED	FAILED



City of Somersworth – Resolution

Resolution No: **5-23**

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR A WASTEWATER COLLECTION ASSET INVENTORY AND SYSTEM MASTER PLAN

August 1, 2022

WHEREAS, City staff has solicited proposals for a sewer system collection assessment; and

WHEREAS, the City of Somersworth has received notification of the establishment of a 2023 Asset Management Planning Grant Program to support the development of an updated wastewater collection inventory and system master plan that can be used in conjunction with the sewer system collection assessment; and

WHEREAS, the New Hampshire Department of Environmental Services has awarded the City a 100% grant of \$60,000 (Sixty Thousand Dollars), to be used to support the planning and development of an updated sewer collection asset inventory assessment, and

WHEREAS, the project will result in a condition analysis of all sewer collection assets and estimated remaining useful life, a level of service and priority ranking of asset condition, and an evaluation of the City's sewer collection system evaluation,

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

Authorization

Sponsored by Councilors:

Donald Austin
Nancie Cameron
Martin P. Dumont
Matt Gerding
Denis Messier
Richard R. Michaud
Martin Pepin
Kenneth Vincent
David A. Witham

Approved:

City Attorney

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3. Grantee Name City of Somersworth		1.4. Grantee Address One Government Way Somersworth, NH 03878	
1.5 Grantee Phone # 603-629-9503	1.6. Account Number 03-44-44-440010-2476-072	1.7. Completion Date September 30, 2024	1.8. Grant Limitation \$ 60,000.00
1.9. Grant Officer for State Agency Sarah Ridyard, Environmental Program Manager		1.10. State Agency Telephone Number (603) 271-8484	
If Grantee is a municipality or village district: "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."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1 Robert M. Belmore, City Manager	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)			
By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials _____

Date _____

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT B
SCOPE OF SERVICES

The City of Somersworth will use the American Rescue Plan Act (ARPA) grant funds to develop and implement an Asset Management Program (AMP) for the City of Somersworth's infrastructure in accordance with the State of New Hampshire Department of Environmental Services Wastewater Engineering Bureau Asset Management Program. The focus of the AMP will be to develop a complete community specific decision-making tool related to the assets of the horizontal wastewater collection system, pump station(s) and wastewater treatment facility. The Program will include the following core elements:

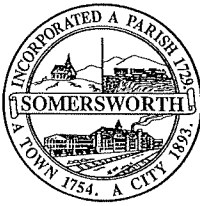
- Vision Statement and Stakeholder Group Identification
- Asset Inventory
- Level of Service Workshop
- Prioritization of Assets
- Life Cycle Cost Analysis
- Funding Strategy
- Implementation Plan
- Communication Plan
- Staff Training
- Wrap Up Presentation

Deliverables include the list below and will be submitted as DRAFT to NHDES and the community a minimum of 60 days prior to the wrap up presentation:

- A summary of key decision points made during the development of the AMP and other key information as described in the guidance document. The overall summary document will be the user manual developed for the community (community user manual) for their reference as they continue to use and expand on the AMP developed.
- Standard operating procedures (SOPs) including identification of specific staff positions that will be responsible for continuing use of the AMP.
- GIS files developed for the AMP (if applicable).

Additional details relative to the AMP development and deliverables are described in the November 2021 NHDES ARPA Wastewater and Stormwater Grant Guidance Document.

Grantee Initials _____
Date _____



City of Somersworth – Resolution

Resolution No: **6-23**

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FOR A COMMUNITY FACILITY GRANT TO BE USED FOR THE PURCHASE OF A THERMAL IMAGING CAMERA

August 1, 2022

WHEREAS, the Fiscal Year 2023 adopted budget includes an appropriation for the purchase of a thermal imaging camera for the Fire Department; and

WHEREAS, the City of Somersworth has applied for a community facility grant through the United States Department of Agriculture Rural Development to assist in the purchase of the thermal imaging camera; and

WHEREAS, the City of Somersworth has received notification of a Grant Award in the amount of \$3,900 (Three Thousand Nine Hundred dollars); and

EXPLANATION OF TOTAL PROJECT GRANT BREAKDOWN:

USDA Grant Award	=	\$ 3,900
City Match	=	\$ 7,408
Total Project Cost	=	\$11,308

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

Authorization

Sponsored by Councilors:

Nancie Cameron
Martin P. Dumont
Matt Gerding
Denis Messier
Richard R. Michaud
Martin Pepin
Kenneth Vincent
David A. Witham

Approved:

City Attorney

Brenda Breda

From: George D. Kramlinger
Sent: Tuesday, July 26, 2022 11:29 AM
To: Bob Belmore
Cc: Scott A. Smith; Barbara Ross; Brenda Breda; George D. Kramlinger
Subject: FW: USDA Rural Development Grant Application - FY22 Fire Department Thermal Imager
Attachments: Compliance Letter -Somersworth.pdf; Compliance Package (Attachment A).docx; Compliance Package (Attachment B).rtf; Compliance Package (Attachment C).docx; Compliance Package (Attachment D).rtf; Compliance Package (Attachment E).doc; Compliance Package (Attachment F).docx; Compliance Package (Attachment G).docx; Compliance Package (711 VT Relay Service).pdf; Compliance Package (And Justice For All Poster).pdf

Mr. Manager

E-mail below notifies us that we are receiving the USDA grant for \$3900 to be applied toward the new \$11-12K thermal imager.

From the E-mail below:

"In order to finalize the paperwork, we will need the full legal name of the authorized signer, typically the selectboard chair. Please send me the full legal name and confirm that they will be available to sign documents (possibly arriving via email) later this week through next week. If the signer is not the selectboard chair, I will need the selectboard minutes that include the corporate resolution for an alternate signer."

I'll standby

Thank you

George Kramlinger
Fire Chief/EMD
City of Somersworth
(603) 692-3457

From: Ansevin-Allen, Andrea - RD, State Office <andrea.ansevinallen@usda.gov>
Sent: Monday, July 25, 2022 5:03 PM
To: George D. Kramlinger <gkramlinger@somersworth.com>
Cc: Davis, Deirdre - RD, State Office <deirdre.davis@usda.gov>
Subject: USDA Rural Development Grant Application - FY22 Fire Department Thermal Imager

Dear Mr. Kramlinger,

Congratulations, Somersworth has been awarded \$3,900 in Community Facility grant funds towards the thermal imager purchase. We are preparing the documents to be signed and submitted to lock in the funds, these will likely be sent out later this week.

In order to finalize the paperwork, we will need the full legal name of the authorized signer, typically the selectboard chair. Please send me the full legal name and confirm that they will be available to sign documents (possibly arriving via

email) later this week through next week. If the signer is not the selectboard chair, I will need the selectboard minutes that include the corporate resolution for an alternate signer.

I am attaching to this email the compliance review questions we will need answered as part of our reporting requirements. This was done for your last grants as well, so if you have a copy to refer to that is fine as long as the information is updated. Please keep in mind when it notes "facility" they would be referring to the fire department and/or town offices depending on the context of the question. The questions are for a broad set of programs, so think of them in light of this project, and if not relevant you can mark N/A. The population demographics would be the population of Somersworth overall, the other demographics would be for the selectboard and the town employees. Deirdre or I are happy to answer any questions you might have.

Please let me know the legal signer for the documents, and we will arrange a date to have them signed.

Again – congratulations!

Sincerely,
Andrea

Andrea C. Ansevin-Allen
Community Programs Specialist
Rural Development
U.S. Department of Agriculture
10 Ferry Street | Concord Center Suite 218 | Concord, NH 03301-5004
Phone: 603-223-6057 | Fax: 855-428-0329

www.rd.usda.gov/vt

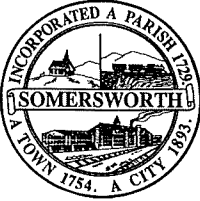
"Committed to the future of rural communities"

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City of Somersworth – Resolution

Resolution No: 7-23

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO THE CONTRIBUTION ASSURANCE PROGRAM WITH PRIMEX OF CONCORD, NH FOR PROPERTY AND LIABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE

August 1, 2022

WHEREAS, the City of Somersworth contracts with PRIMEX of Concord, NH to provide property and liability insurance coverage and workers compensation insurance; and

WHEREAS, PRIMEX offers a contribution assurance program whereby if the City agrees to extend the contract for coverage for an additional 3 (three) years, PRIMEX will agree that any annual rate increase for Worker's Compensation will not exceed 6%, and any increase for Property and Liability will not exceed 9%;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to enter into the contribution assurance program with PRIMEX of Concord, NH for property and liability insurance and workers compensation insurance and extend our contract for coverage for an additional three years.

Authorization

Sponsored by Request:
Mayor Dana S. Hilliard

Approved:
City Attorney



July 27, 2022

Scott Smith, Director of Finance and Admin.
City of Somersworth
One Government Way
Somersworth, NH 03878

RE: Contribution Assurance Program (CAP) for FY 2024 – FY 2026 for the Property & Liability Program

Dear Scott:

Primex³ is pleased to offer the **City of Somersworth** the option of participating in the **Contribution Assurance Program (CAP)** for the next three coverage period years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Property & Liability contributions for future renewals.**

We are pleased to offer you a **CAP Agreement** that provides you budgetary assurance through **June 30, 2026**. (See enclosed **CAP Agreement** and Resolution.) **Please return your executed CAP Agreement and Resolution on or before July 21, 2022, to ensure your participation in CAP for the upcoming October 15, 2022 Renewal.**

The percentage listed is a maximum increase; actual increases will not exceed that percentage and may be lower, based on each member's performance. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. **CAP** provides predictable contributions in the Property & Liability Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Weber".

Carl Weber
Director of Member Services

Trust. Excellence. Service.

Bow Brook Place, 46 Donovan Street ■ Concord, NH 03301-2624
(603) 225-2841 ■ (800) 698-2364 ■ nhprimex.org

The **City of Somersworth** agrees that the nine percent (9%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **City of Somersworth** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **City of Somersworth** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the **City of Somersworth** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **City of Somersworth** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **City of Somersworth** by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **City of Somersworth**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **City of Somersworth** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **City of Somersworth** with legal authority to contractually bind the **City of Somersworth** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability Program.

Authorized Representative of the
Governing Body

Title

Date

Print Name

City of Somersworth
June 6, 2022
PL-2024-09-3

**Property & Liability
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees, with limited exception¹, that your annual contribution increase will not exceed nine percent (9%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2024 July 1, 2023 through June 30, 2024

(maximum 9% increase over July 1, 2022 through June 30, 2023 contribution)

FY 2025 July 1, 2024 through June 30, 2025

(maximum 9% increase over July 1, 2023 through June 30, 2024 contribution)

FY 2026 July 1, 2025 through June 30, 2026

(maximum 9% increase over July 1, 2024 through June 30, 2025 contribution)

By signing this Agreement, the **City of Somersworth** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for three coverage period years, through **June 30, 2026**. The **City of Somersworth** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

¹ CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex³ from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex³ in fairness will provide members advance notice and the option of terminating the CAP Agreement.



RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **City of Somersworth** adopted on _____.

Board: _____
Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____



July 27, 2022

Scott Smith, Director of Finance and Admin.
City of Somersworth
One Government Way
Somersworth, NH 03878

RE: Contribution Assurance Program (CAP) for FY 2024 – FY 2026 for the Workers' Compensation Program

Dear Scott:

Primex³ is pleased to offer the **City of Somersworth** the option of participating in the **Contribution Assurance Program (CAP)** for the next three coverage period years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Workers' Compensation contributions for future renewals.**

We are pleased to offer you a **CAP** Agreement that provides you budgetary assurance through **June 30, 2026**. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before July 21, 2022, to ensure your participation in CAP for the upcoming October 15, 2022 Renewal.**

The percentage listed is a maximum increase; actual increases will not exceed that percentage and may be lower, based on each member's performance. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. **CAP** provides predictable contributions in the Workers' Compensation Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

Carl Weber
Director of Member Services

Trust. Excellence. Service.

Bow Brook Place, 46 Donovan Street ■ Concord, NH 03301-2624

(603) 225-2841 ■ (800) 698-2364 ■ nhprimex.org

**Workers' Compensation
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Workers' Compensation Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees, with limited exception¹, that your annual contribution increase will not exceed six percent (6%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Workers' Compensation Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2024 July 1, 2023 through June 30, 2024

(maximum 6% increase over July 1, 2022 through June 30, 2023 contribution)

FY 2025 July 1, 2024 through June 30, 2025

(maximum 6% increase over July 1, 2023 through June 30, 2024 contribution)

FY 2026 July 1, 2025 through June 30, 2026

(maximum 6% increase over July 1, 2024 through June 30, 2025 contribution)

By signing this Agreement, the **City of Somersworth** agrees to extend its risk pool membership and participation in the Primex³ **Workers' Compensation Program** for three coverage period years, through **June 30, 2026**. The **City of Somersworth** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

¹ CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex³ from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex³ in fairness will provide members advance notice and the option of terminating the CAP Agreement.

The **City of Somersworth** agrees that the six percent (6%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **City of Somersworth** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **City of Somersworth** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Workers' Compensation Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the **City of Somersworth** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **City of Somersworth** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **City of Somersworth** by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **City of Somersworth**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **City of Somersworth** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **City of Somersworth** with legal authority to contractually bind the **City of Somersworth** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Workers' Compensation Program.

Authorized Representative of the
Governing Body

Title

Date

Print Name

RESOLUTION TO ENTER PRIMEX³
Workers' Compensation Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Workers' Compensation Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Workers' Compensation Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **City of Somersworth** adopted on _____.

Board: _____
Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____



MEMORANDUM from Director Public Works & Utilities

Date: July 27, 2022

To: Bob Belmore, City Manager
Scott Smith, Deputy City Manager, Director of Finance

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

Re: Status of implementing the CCI dual pole settlement agreement

Background of Settlement: (show details for Somersworth)

The Settlement Agreement between the communities and CCI was executed on June 9, 2021 and called for the removal of at least 213 duplicate poles among all the communities each year over a 5 yr. period. Each community would get a proportionate share of poles to be removed. At the time of the Settlement, Somersworth had over 40 duplicate poles on City streets which results in a removal of approximately 8 poles per year. The settlement agreement includes a provision for CCI to report at least twice per calendar year, once in July and once in December, to the various communities in the settlement on CCI's progress regarding removing duplicate poles. The reports are to be sent to the public works directors or other designee in each Community.

Current Activities:

CCI has reported they are behind in implementation and are just now getting started on implementation. And while CCI officials have sent out a few emails indicating plans and reporting submissions, no formal status reports have been issued to City officials as per the agreement. We have heard however from CCI officials that their crews are beginning to focus on pole removal work and they plan to get caught up on their commitments.

There are 13 duplicate poles along the Green Street corridor and based on a recent discussion with CCI officials all 13 are to be removed starting the week of August 1.

We reported to Sara Davis, point for CCI, that due to "dangerous pole replacements", Breezeline need for taller poles, a total of 57 new poles have been added to the "dual pole status" in Somersworth. CCI had conducted an aggressive inspection of dangerous poles in the City in 2021 resulting in several poles being replaced with new ones. Equipment Attachments from other providers are still on most of the old duplicate poles and we have reported to CCI this list is to be added to the settlement agreement where old poles are to be removed. See attached listing.

Next Steps:

I am recommending that we hold meeting with the 13 communities in August as we are not seeing the level of progress toward the requirement of annual pole removals. The purpose of the meeting

will be to consider recommending to our City Managers and policy officials to return to the PUC and file a complaint against CCI for in-action on the settlement agreement and for continuing to promote dual poles throughout their service area in the seacoast. I will brief you on the outcome of those discussions once they occur. In addition, staff will monitor the results of the CCI report for removing duplicate poles on Green Street and will keep you posted on status.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

Other C

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

July 18, 2022

Scott Smith
Authorized Representative
City of Somersworth
One Government Way
Somersworth, NH 3878
Email: sasmith@somersworth.com

Dear Smith:

In the Consolidated Appropriations Act, 2022, (P.L. 117-103) (the Act), Congress made available "grants for the Economic Development Initiative for the purposes of Community Project Funding/Congressionally Directed Spending." These Community Project Funding (CPF) awards are administered by the Department of Housing and Urban Development (HUD).

Pursuant to the requirements associated with the Act, this Letter of Invitation (LOI) is an important step in the grant award process and outlines the grant award requirements and the information needed from you to prepare the Grant Agreement for execution. Once we receive and verify your information, we will send your Grant Agreement for signature.

The information we received about your project in the Act's Joint Explanatory Statement (JES) is below. A Grant Number has been generated and will be the unique identifier for your project during the grant process. The Grant Number is noted below.

Grantee: City of Somersworth
Project Description: Somersworth Fire Training Tower
Grant Amount: \$120,000.00
Grant Number: B-22-CP-NH-0559

The next step is for you to provide 1) your organization's Authorized Representative, 2) a detailed project narrative, 3) a line-item budget, and 4) certain Federal forms. The detailed project narrative should capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward. It should include all contemplated actions that are part of the project. The line-item budget should identify the use of the CPF grant funds in context of the full project budget.

The "FY2022 Community Project Funding Grant Guide" (CPF Grant Guide) provides instructions for completing the requested information and filling out the required administrative forms. The CPF Grant Guide also provides information on the appropriations-specific and cross-cutting Federal requirements that govern these funds. Links to the required forms are included in the Grant Guide as an attachment to this letter and on our website at this link: https://www.hud.gov/program_offices/comm_planning/edi-grants

Upon receipt of your information, we will review the materials for consistency with the intent of Congress as set forth in the JES and prepare your Grant Agreement for signature. If there are questions about any of the information provided, the Department will notify you prior to issuing the Grant Agreement.

Please note two important considerations regarding allowable costs:

The first is that the Consolidated Appropriations Act, 2022, prohibits CPF funds from being used to reimburse expenses incurred before the date the CPF Grant Agreement is executed.

The second is that, in keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any 'choice limiting actions.'** This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review. Examples of 'choice limiting actions' include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

HUD has determined the federalization of CPF projects as the date of this Letter of Invitation. This is also referred to as the federal 'nexus' date for environmental review for CPF projects. To prevent choice limiting actions from occurring, following issuance of this letter, you may not commit funds or take any actions (outside of existing contracts) until an environmental review is completed. Further explanation of choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. In transmitting your information, please copy and paste the bolded information as the subject line of your email:

B-22-CP-NH-0559: City of Somersworth: Submission of Required LOI Materials.

If you or your staff have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact, Katressa Garner, CPD Congressional Grants Division, at Katressa.L.Garner@hud.gov.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan
Deputy Assistant Secretary
Economic Development

ATTACHMENTS
FY 2022 Community Project Funding Grant Guide

Spreadsheet Report
Somersworth Fire Dept - ADD ALT

Page 1
7/12/2022 8:29 AM

Somersworth Fire Department
Design Development Estimate
Add Alternate 1 - Training Tower

Project name	Somersworth Fire Dept - ADD ALT Somersworth NH 03878
Document	Somersworth Fire Dept

Spreadsheet Report
Somersworth Fire Dept - ADD ALT

Page 2
7/12/2022 8:29 AM

Group	Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Total Amount
00-0000.000		GENERAL CONDITIONS								
	00-1100.000	General Conditions GC's and GR's	4.00 wk	-	-	-	-	9,410.00 /wk	37,640	37,640
03-0000.000		CONCRETE								
	03-0010.160	Concrete Material								
		ADD PAN STAIR CONCRETE	5.00 cy	-	-	-	-	130.00 /cy	650	650
	03-0020.012	Concrete Flatwork Sub ADD PLACE STAIRS (Premier)	2.00 ft	-	-	-	-	3,975.00 /ft	7,950	7,950
04-0000.000		MASONRY								
	04-0000.010	Masonry Sub ADD MASONRY SUB (Pynn)	1.00 ls	-	-	-	-	34,100.00 /ls	34,100	34,100
05-0000.000		METALS								
	05-1200.010	Structural Steel Subcontractor ADD STRUCTURAL STEEL & EXTEND STAIR A	1.00 ls	-	-	-	-	31,450.00 /ls	31,450	31,450
06-0000.000		ROUGH CARPENTRY								
	06-0000.010	Carpentry Sub ADD FRAMING, SIDING, TRIM (Triton)	1.00 ls	-	-	-	-	44,582.50 /ls	44,583	44,583
07-0000.000		THERMAL & MOIST PROTECT								
	07-2610.100	Vapor Retarders ADD AVB (Reliable)	1,140.00 sf	-	-	-	-	8.33 /sf	9,500	9,500
	07-3100.110	Roofing Shingles Asphalt ADD ROOFING (Triton) - with Siding	1.00 ls					-	-	
	07-4633.300	Siding- Vinyl ADD FRAMING & TRIM MATERIAL (Milford)	1.00 ls	-	-	-	-	11,861.00 /ls	11,861	11,861
08-0000.000		DOORS & WINDOWS								
	08-1100.925	Door Sub ADD DOORS, FRAMES, HARDWARE, INSTALL (Lang)	1.00 ls	-	-	-	-	14,571.00 /ls	14,571	14,571
	08-5113.100	Windows- Aluminum ADD WINDOW MATERIAL (Pella)	1.00 ea	-	-	-	-	1,464.00 /ea	1,464	1,464
09-0000.000		FINISHES								
	09-5113.300	Ceilings- Panels 2x2 ADD 2X2 ACT CEILINGS (GSA)	1.00 ls	-	-	-	-	1,400.00 /ls	1,400	1,400
	09-6500.100	Flooring- Resilient ADD LVT, COVE BASE, RUBBER STAIR TREADS (Tri-Form)	1.00 ls					8,500.00 /ls	8,500	8,500
	09-9123.200	Painting- Interior ADD PAINT (Noonan)	1.00 ls	-	-	-	-	3,900.00 /ls	3,900	3,900
12-0000.000		FURNISHINGS								
	12-9000.100	Misc. Furnishing								

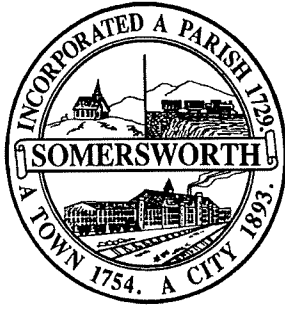
Spreadsheet Report
Somersworth Fire Dept - ADD ALT

Page 3
7/12/2022 8:29 AM

Group	Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Total Amount
	12-9000,100	Misc. Furnishing								
		ADD CLOCKS - w electrical	3.00 ea					-	-	
21-0000.000		FIRE SUPPRESSION								
	21-0000,010	Sprinkler Sub								
		ADD SPRINKLER SYSTEMS (Superior)	1.00 ls	-	-	-	-	3,500.00 /ls	3,500	3,500
23-0000.000		HVAC								
	23-0100,110	HVAC								
		ADD MECHANICAL SYSTEMS (Al Terry)	1.00 ls	-	-	-	-	13,741.00 /ls	13,741	13,741
26-0000.000		ELECTRICAL								
	26-0000,100	Electrical Sub								
		ADD ELECTRICAL SYSTEMS (Longchamps)	1.00 ls	-	-	-	-	53,287.00 /ls	53,287	53,287

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor			168.043 hrs				
Material							
Subcontract	278,097						87.35%
Equipment							
Other							
	278,097	278,097					87.35% #####
Buiklers Risk Insur	834			0.300 %	T		0.26%
General Liability & Umbrella P	2,849			0.895 %	T		0.89%
Software Licenses	446			0.140 %	T		0.14%
CM Contingency	15,000				L		4.71%
Escalation	10,000				L		3.14%
CM Fee %	11,143			3.500 %	T		3.50%
	40,272	318,369					12.65% #####
Total		318,369					



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: July 26, 2022

Re: **Monthly Report**

Finance Department:

- Started FY22 year-end closing. Audit fieldwork to occur in October.
- Started preparation of FY2024-2029 Capital Improvement Program.
- Filed for and received approval of the City's new domain name "somersworthnh.gov". Will work with Back Bay to layout the process and timing of implementing it and replacing our .com domain.

Treasurer's Report:

- General Fund cash on hand as of June 30, 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 one scheduled City Council meeting, and standing committee meetings during the month.

Tax Collector

- Motor vehicle registrations were a total of \$96,467 through July 21, 2022.
- Collected \$3,250 for Municipal Transportation Fund through July 21, 2022.
- Total receipts through July 21 were \$2,893,982.

Human Services:

- Total assistance for the month is \$1,581. That compares to \$3,070 for the month of June 2022 and \$4,575 for July 2021.
- 2 new cases were opened compared to 4 in 2021.
- 2 cases were approved for varying levels of assistance with 1 case denied and 1 case withdrawn. 27 cases were referred to other agencies for support.

Library

- The Library has Children's story hour and free play every Tuesday and Thursday.
- Children from Kids Camp come to the Library on Fridays to play with legos, board games, computers, and to read books.
- The Library is hosting a Dungeon and Dragons meetup this month that will occur every Tuesday.

Assessing

- The Assessing Department is starting to gear up for this year's cycled inspections.

Information Technology

- Spent time in general server maintenance, checked systems, checked and cleared logs.
- Assisting with implementation of the City's new domain name "somersworthnh.gov".

**Treasurer's Report.
General Fund**

Period as of June 30, 2022,

General Fund Account	Balance	Rate	Maturity Date	Notes
G/F Checking	\$6,587,394	0.00%	N/A	Money available upon demand
Citizens Invest & ICS	\$5,000,633	0.25%	N/A	Money available upon demand
NHPDIP	\$9,012,699	1.03%	N/A	Money available upon demand
TD Bank	\$3,675,374	0.50%	N/A	Money available upon demand
Newburyport Bank	\$7,595,969	0.44%	N/A	Money available upon demand
Eastern Bank	\$2,705,726	0.10%	N/A	Money available upon demand
Leader Bank	\$7,002,094	0.45%	N/A	Money available upon demand

General Fund Interest Earnings	Period	Year to Date	Year to Date Anticipated	Variance Positive/(Negative)
Period as of June 30, 2022	\$25,088	\$63,903	\$45,000	\$18,903

Date: July 27, 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 July 2022 - Monthly Report

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

- Zoning Board – July 6
- Conservation Commission – July 13
- Planning Board – July 20
- SRTC – July 13
- Historic District Commission meeting – July 27

Building and Health Departments

MAJOR Building Permits Applied for July 2022

Address		Construction Costs	Fees
32	Gator Rock Rd	\$ 242,000.00	\$ 2,203.00
Totals		\$ 242,000.00	\$ 2,203.00

MINOR Building Permits Applied for July 2022

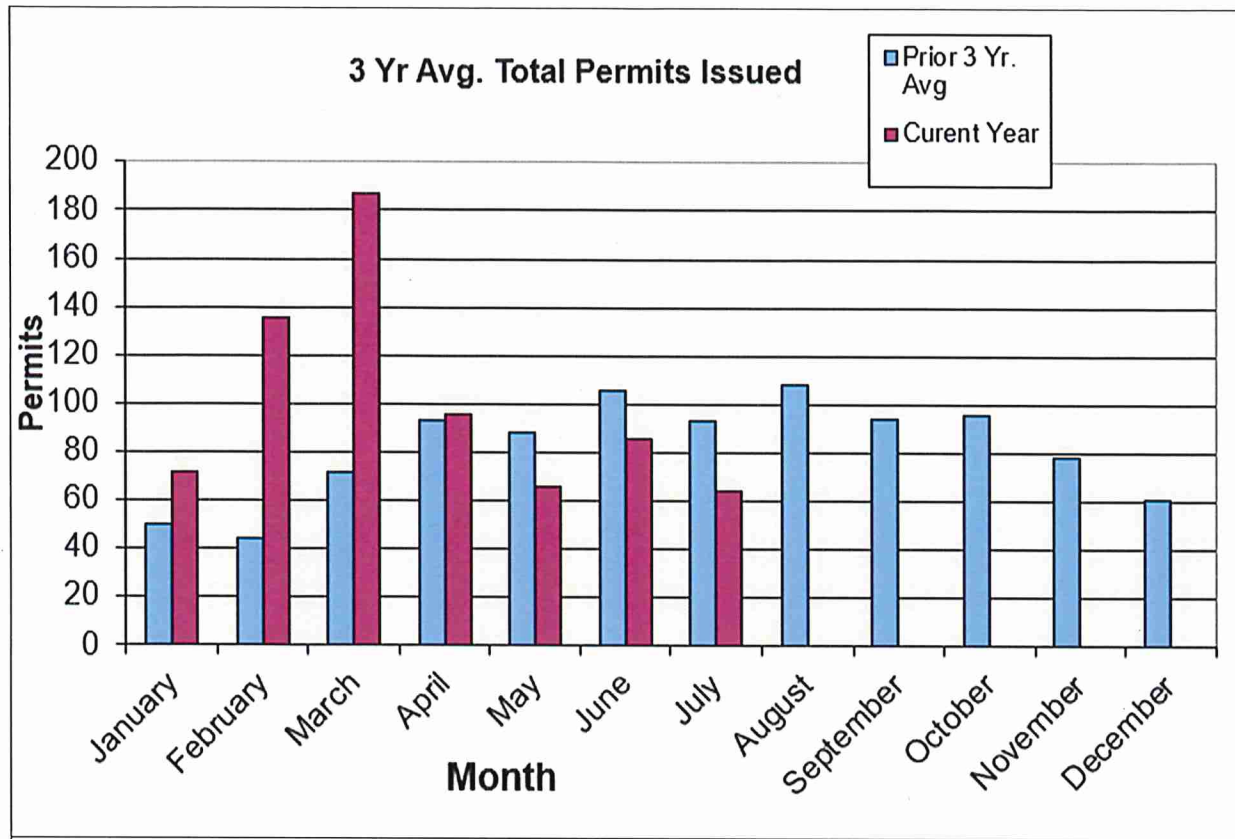
Address		Construction Costs	Fees
12	Hillside	\$ 6,000.00	\$ 79.00
5	Ben-Rich	\$ 43,000.00	\$ 412.00
3	Rouleau	\$ 12,990.00	\$ 141.91
331	Sherwood Glen	\$ 1,000.00	\$ 37.00
14	School	\$ 3,000.00	\$ 61.00
5	Wiggin's Ct	\$ 9,280.00	\$ 108.52
91	Indigo Hill Rd	\$ 375.00	\$ 29.50
15	Drew Rd	\$ 11,931.36	\$ 132.46
197	W High	\$ 7,000.00	\$ 88.00
147	W High	\$ 3,136.00	\$ 62.63
18	Baker Way	\$ 55,000.00	\$ 685.00
27	Green	\$ 3,000.00	\$ 52.00
139	Indigo Hill Rd	\$ 13,385.00	\$ 151.00
9	Main	\$ 7,250.00	\$ 90.25
2	Sinclair	\$ 13,000.00	\$ 142.00

279	Main	\$ 9,942.00	\$ 114.47
50	Myrtle	\$ 7,599.00	\$ 98.49
421	Old Rochester Rd	\$ 57,000.00	\$ 700.00
3	Turgeon	\$ 6,966.00	\$ 87.69
53	Indigo Hill	\$ 0.00	\$ 25.00
2	Cornfield	\$ 5,000.00	\$ 85.00
8	Bernier	\$ 1,500.00	\$ 61.00
421	Sherwood Glen	\$ 18,000.00	\$ 187.00
Totals		\$ 295,354.36	\$ 3,630.92

Permit Receipts as of July 26th, 2022

PERMIT RECEIPTS

	2020	2021	2022	DIFFERENCE this year to last	% OF CHANGE
January	\$13,195.23	\$8,599.31	\$10,660.43	\$2,061.12	24.0%
February	\$13,438.09	\$6,590.61	\$31,019.26	\$24,428.65	370.7%
March	\$24,077.27	\$46,267.60	\$25,904.65	-\$20,362.94	-44.0%
April	\$10,871.58	\$27,779.60	\$26,246.19	-\$1,533.40	-5.5%
May	\$19,665.79	\$33,736.68	\$11,141.09	-\$22,595.59	-66.0%
June	\$13,079.55	\$51,947.53	\$37,046.22	-\$14,901.31	-28.0%
July	\$16,816.46	\$18,776.42	\$9,648.31	-\$9,128.11	-48.0%
August	\$23,823.08	\$46,171.98	\$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		
Year total	\$193,817.84	\$289,149.41	\$151,666.15		
Difference of change this year to last (completed months only)	\$193,817.84	\$193,697.75	\$151,666.15	-\$42,031.60	-21.7%



Property Maintenance July 2022

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

Location		Complaint Type	Date of Complaint	Notifications Issued	Status
65	Green	Trash	5/16/22	CN	COMPLETED
65	Green	Trash	7/2/22	CN	COMPLETED
264	Green	Trash	7/2/22	CN	COMPLETED
21	Grove	Trash	7/2/22	CN	COMPLETED
48	Indigo Hill	Trash	7/2/22	NOV	COMPLETED
153	Indigo Hill	Grass	7/2/22	CN	COMPLETED
296	Main	Trash	7/2/22	CN	COMPLETED
296	Main	Trash	7/5/22	CN	COMPLETED
347	Main	Grass	7/2/22	NOV	COMPLETED
12	Rowland	Trash	7/2/22	NOV	COMPLETED

259	RT 108	Grass	7/2/22	CN	COMPLETED
14	South	Trash	7/2/22	CN	COMPLETED
3	Union	Trash	7/2/22	CN	COMPLETED
16	Walnut	Trash	6/20/22	CN, NOV	COMPLETED
13	Water Street	Trash	7/2/22	NOV	COMPLETED
16	William Street	Grass	7/2/22	CN	COMPLETED
3	Woodchuck	Grass	7/2/22	CN	COMPLETED
15	Buffumsville	Grass	7/2/22	CN	PENDING
140	Green	Trash	7/20/22	CN	PENDING
357	Main	MPV	2/7/22	CN, NOV	PENDING
289	Main	MPV	4/28/22	CN, NOV	PENDING
357	Main	MPV	7/17/22	CN	PENDING
234-236	Main	Trash	7/17/22	CN	PENDING
35-37	Prospect	Dumpster Violation	7/2/22	CN	PENDING
11	Silver	Grass	7/17/22	CN	PENDING

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

- In the month of July, 2022, seventeen (17) open matters became compliant and were closed.
- In July 2022, the Code Compliance Office issued:
 - Nineteen (19) Courtesy Notices; and
 - Seven (7) Violation Notices

COURT MATTERS – Closed

- **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” – Status Hearing is docketed for 7/11/22.

- Dismissed as part of the 7/8/22 plea – see result below.
- **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.
 - 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.
 - Defendant pled guilty to a Class-B misdemeanor for the entity's abhorrent treatment of one of our residents, along with a monetary fine, with several thousand dollars suspended, provided that the defendant apply for permits and fix the property's issues.
- **City v. NBPT Properties, LLC – 65 Green St.**
 - Suit was filed on 5/6/22 due to continued late set-outs of garbage by the tenants of 65 Green Street.
 - Defendant has plead “not guilty” – Trial is scheduled for 7/12/22.
 - Defendant accepted plead deal of no fine in exchange for remedying the trash issue, with a \$500 fine suspended, pending one (1) year of good behavior.

Land Use Boards:

Conservation Commission:

- Tammy Desrosiers is seeking a Conditional Use Permit to reconstruct drainage along a property located at 14 Westman Street within the Residential Single Family (R1) District, Assessors Map 25 Lot 48C, CUP#08-2022 – **Recommend approval.**
- PRM Auto/Somersworth LLC, c/o DSR Motor Group- David Rosenberg is seeking a Conditional Use Permit to remove 2,000 SF impervious cover from the wetland buffer on a property located at 112 Route 108 in the Commercial/Industrial (CI) District, Assessor's Map 62 Lot 05, CUP#09-2022 – **Recommend approval.**

Historic District Commission:

- Charles Kerrigan is seeking a certificate of appropriateness to remove two (2) chimneys and installation of ductless mini splits for a property located at 117-119 High Street, in the Residential/Business with Historic Overlay (R/BH) District, Assessor's Map 11 Lot 26, HDC#14-2022

- AJ Wood Construction, is seeking a certificate of appropriateness to remediate lead paint (replacement of doors and windows) for a property located at 149 High Street, in the Residential/Business with Historic Overlay (R/BH) District, Assessor's Map 10 Lot 131, HDC#15-2022
- Narin Frichitavong, is seeking a certificate of appropriateness to install two signs on a property located at 125 Main Street, in the Business with Historic Overlay (BH) District, Assessor's Map 10 Lot 181, HDC#16-2022

Planning Board:

The Planning Board reviewed the following:

- John J. Flatley Royal Drive in the Business (B) District, Assessor's Map 39 Lot 03, SITE#09-2022. Application for a site plan amendment for access to a self-storage facility located on a portion of the lot within Rollinsford was **continued to the August 17 meeting.**

Site Review Technical Committee:

- DSR Motor Group, David Rosenberg, is seeking site plan approval for an automotive service center and infrastructure located at 112 Route 108, in the Commercial Industrial (CI) District, Assessor's Map 62 Lot 05, SITE#11-2022 - No Quorum
- ReVision Energy – Allison Barbour is seeking a site plan amendment to install 288 ground mounted solar panels on a site located at 380 Route 108, in the Commercial Industrial (CI) District, Assessor's Map 58 Lot 04, SITE#12-2022 - No Quorum

Zoning Board:

The Zoning Board of Adjustment reviewed the following:

- Patrick and Karen Ryan 421 Old Rochester Road, in the Residential Single Family (R1) District, Assessor's Map 70 Lot 17, ZBA#09-2022. Application for a variance from Table 5.A.1 to allow a front porch 8' within the 25' front setback was **denied.**

Economic Development – July 2022

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

- **News:** No known notable press coverage in July
- **Vacancy:** **Commercial - Business Vacancy** [*Site for Sale and /or Lease*]
 - **City Owned Property**
 - ✓ **National Guard Site:** The team continues working with SRPC to obtain a grant for environmental remediation, and long- range planning for the best use of the site
 - ✓ **The Police Station:** Environmental clean-up is more expensive than originally understood; but - will soon begin, which is hoped will launch the city into a RFP process to sell the site to a qualified developer
 - ✓ **Breton Cleaners:** Several developers have expressed enough interest to respond to the Q &A opportunities

- ✓ **The Plaza:** The May EDC members agreed that the Plaza “next step” question should be forwarded to the City Council in consideration of going back out to bid
- **Privately owned Property**
 - ✓ **460 High Street -Bad Lab:** The owner is still actively showing the space; but - has not yet met the prospective tenant that meets the expected standards of either revenue projections or operational practices
 - ✓ **6 Main Street - Breakfast Station 319 –** The ground level space has been leased as a custom breakfast café, that after major refurbishment to the space done by the owner, hopes to open in September. The new restaurant embraces the rail history, and will remodel in that theme
 - ✓ **1 Somersworth Plaza-Lucky’s –** A letter of Intention (LOI) has been signed by a gym that has children’s programming too
- **New: Commercial - Business Tenants** [*Certificate of Occupancy issued*] There was one new commercial tenant in July, 2022
 - 1) **Sheer Stag Barber @** 125 Main Street
- **Existing: Business Expansion** [*Local Business growing and providing new/more service*]
 - ✓ Kids Culture
 - ✓ Wentworth Douglas Hospital -Surgery Center
 - ✓ Red Fish Blue Fish
 - ✓ Dentist
 - ✓ Cabinet Tree
- **Committed: Commercial Business Entity in Process** [*Committed to Occupying Specific Commercial Space or Land, and in process of establishing business at chosen location*]
 - 1) Somersworth Sports Hub
 - 2) Smart Storage
 - 3) MB Tractor
 - 4) Tractor Supply Co.
 - 5) Palmer Oil and Gas - HDQ
 - 6) Great Bay Home - HDQ
 - 7) Pensole Shoes and Knowledge Institute
 - 8) Atlantic Broadband
 - 9) Jersey Mike’s Subs
 - 10) Shammy’s Carwash
 - 11) Cricket Wireless
 - 12) Spirit Halloween
- **Potential: Commercial - Business Exploring** [*Exploratory Review in process*]
 - Granite State Patio & Game Room @ 188 Route 108
 - Icon Express Car Wash @ High Street
 - Thrive Food @ Government Way

- **Miscellaneous:** *Brand Identity & Image: Media and Press Relationship development continues*
 - **InvestNH :** The Executive Director (Andrew Dorsett) has been hired and is in - house organizing the program for the September 2 deadline . The details for applying for funds have been unveiled and are posted at : www.invest603.com
 - **Broadband:** The state is one of the first four states in the nation to apply for funds and support, to improve broadband service to residents and business. And will therefore be able to obtain the maximum allowed per applicant
 - **Hilltop School Historic Marker:** The Mayor's office has applied for and subsequently been awarded a NH Historic Marker/sign for the Hilltop School. Eric Chinburg will contribute half of the total cost. The process to obtain the marker has begun
- **# SeeSomersworth**
 - SeeSomersworth- Keep abreast of Downtown Business Activities at: www.facebook.com/seesomersworth
- **Community Advocacy:** ZOOM Meetings & Roundtables
 - ✓ **Bi - Weekly:** SEDS - "Seacoast Region Economic Development Stakeholders"
 - ✓ **Bi - Weekly:** BEA-CEDR – "Community Economic Development Region" Economic Development Roundtable hosted by Commissioner Caswell
 - ✓ **Quarterly:** Great Falls Economic Development Corporation – BOD
 - ✓ **Quarterly:** Skyhaven Airport - BOD & Marketing Committee
- **Relationships & Partners:** Regular Engagement, Involvement, and Interface
 - ✓ **State and Regional Partnerships:**
 - BEA, SRPC, SBDC, SBA, SEDS
 - Seacoast Chambers of Commerce
 - Seacoast Economic Development Directors (SEDS)

Parks & Recreation - July 2022

- The **Kids Camp** Summer program is in full swing. Our Directors and Counselors have done an incredible job creating an exciting and engaging program for campers. We're excited to offer field trips again this summer. Field trips are a mix of local walking & bus trips to places like the Somersworth Public Library, Maple Wood School Gardens, The Gathering Place Studio & Shop, Willand Pond Recreation Area, and more. On Thursdays, Campers get to enjoy a NH State Park where they get to swim, play on the playgrounds, and enjoy time on the beach. This year we're partnering with the Somersworth Farm to School program to offer garden enrichments for campers to participate in at the Malley Farm Community

Garden school plots & the Maple Wood School gardens. In addition to field trips, we had the Somersworth Police Department visit camp with K-9 Bravo.



- **Pee Wee Soccer** registration opened June 15th. The early bird fee will run until July 22nd and the cost is \$45 for residents and \$55 for non-residents. After July 22nd the fee will be \$60 for residents and \$70 for non-residents. The program will run on Saturday mornings; 9:00-9:45am from September 10-October 22 at Noble Pines Park.
- **2022 Park Inventory Books** have been completed & printed for all City Department Heads and the Mayor and City Councilors. This book is updated every 3-4 years and the last book was done in 2018. This is a very useful document that showcases the parks and a description of what each one offers.
- **Fall Programs & Events** - Rec Office Staff are working on putting together fall programs & events for Seniors and Youth.



MEMORANDUM from Director Public Works & Utilities

TO: Robert M. Belmore, City Manager

DATE: July 26, 2022

SUBJECT: Public Works Department Monthly Report for July 2022

FROM: Michael Bobinsky, Director of Public Works & Utilities

DIRECTOR'S COMMENTS

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

- July has been a busy period for the Department with several projects and seasonal projects underway or in substantial completion.
- Rocky Hill Road Culvert Replacement project started in early July. Work involves the replacement of a failed culvert pipe, a segment of water main and a segment of sewer main on Rocky Hill Road at Winter Street/Highland Street. Rocky Hill Road is closed at the intersection of Rocky Hill Road and Winter/Hillside Street. For the duration of the project. The project is anticipated to be completed by mid-October.
- PaveX Paving contractor has substantially completed the roads they were assigned to resurface. Staff is working with PaveX to address unfinished work areas including cleaning catch basins on effected streets, installing new pavement markings, and validating pavement density testing reports.
- Initiated recruitment for the Executive Assistant to the Director position, along with an Equipment Operator I position with the Human Resources Manager.
- Met with the City Engineer and the Planning and Development Director to begin the process for vacating the Church Street Right of Way (ROW.)
- Conducted a walk-through of the Cemetery Road Reconstruction improvements with the contractor and the project team; identified areas for correcting. But for lane markings, the project is substantially complete.
- Coordinated with Highway staff on the repairs to 6 manhole covers that are in a failing state on High Street from Franklin Street to Washington Street. A temporary road closure and a traffic detour plan developed with the Police Department was in effect during the construction.
- Attended City Council meeting.
- Attended SRPC Executive and Policy Committee meetings.
- Attended SRTC Committee meetings
- Participated in zoom meeting with officials of PREP to learn of progress being made on Great Bay Water Quality through their monitoring work
- Received bids for the TAP Grant Pedestrian improvements for High Street sidewalk from Washington Street to Franklin Street, Memorial Drive connector improvements and the walking path between Maplewood Elementary School and the Somersworth Middle School. Staff is reviewing the single bid received from Northeast Earth (verify name) and following review with the City Managers office, will be sending a bid award recommendation to NHDOT.

- A pre bid meeting for the CMAQ traffic signal upgrade project will occur on July 28 and bid proposals are due on August 11.
- Municipal Pest Control applied weed abatement on designated street curbing and sidewalks.
- Worked with the City Engineer on several E-911 compliance issues and address assignments.

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
- Removed numerous shopping carts discarded around the city numerous days
- Replaced signs city wide street signs damaged from weather and accidents
- Mowed city green spaces
- Performed roadside mowing
- Checked flags along High St replaced as needed
- Assisted at the Library for a TV install
- Performed street sweeping along city streets following heavy rain and general maintenance
- Cut and removed a tree blocking Rouleau Dr
- Removed a dead tree that was taken down by Eversource on Drew Rd
- Performed flower bed maintenance (weeding, pruning, etc.)
- Decommissioned the basketball hoops at Blackwater Rd. (removed the hoops, filled the holes, capped with concrete)
- Replaced delineators and signs on High Street
- Straightened delineators on Blackwater Rd by Cumberland Farms
- Performed seasonal catch basin cleaning, cleaning 181 basins. Work-contracted out to Eastern Pipe.
- Initiated long line lane marking work with K5 Traffic Markings. K5 work is substantially completed; High Street yellow center line remains unfinished and K5 crews will be returning to complete.

Recreation:

- Daily cleaning of restrooms at noble pines
- Performed daily trash collection at all parks
- Removed graffiti and vandalism at all parks
- Repaired damaged features at Willand Pond Park

Cemetery:

- Watered newly planted magnolia tree at the Cemetery

Water Distribution Support:

- Discussed a water service line leak servicing a residence on Indigo Hill Road and scheduling work week of August 1.

Sewer Collections Maintenance:

- Re-set 2 Manholes on Lincoln St
- Re-set a Manhole on James St
- Re-set 6 Manholes along High St (between Franklin and Washington)
- Received 68 Digsafe requests

ENGINEERING DIVISION

- Attended Seacoast Stormwater Coalition meeting.
- Completed Cemetery Road monthly meeting and site visits for project progression.
- Conducted inspections and project management of FY22 Paving project.
- Completed review and approvals of driveway permits filed by residents.
- Attended site meetings on Sunningdale infrastructure acceptance request.
- Completed review and approval of several Trench permits.
- Bids received for TAP Grant project, currently under review.
- Completed bid package for CMAQ project, currently out for bid.
- Completed scope reviews of the CMAQ and TAP grant CEI project components.
- Completed oversight of Library roof repairs.
- Reviewed Placework proposal for Library Expansion.
- Completed information for Ash Street Butterfly Park grant.
- Began oversight and management of construction of Rocky Hill Road Culvert Replacement project.
- Started completion of the MS4 Annual Report #4.

WASTEWATER DIVISION

Operations/Maintenance:

- Operating under the (MUCT) process which is used for the summer months. During this time, we have to meet more stringent nutrient and Biochemical Oxygen Demand & Total Suspended Solids requirements. The summer season runs from May 1st thru September 30th.
- Obtained quotes from both Back Bay and Laviolette Controls regarding our cyber security issues. Total cost is \$7,000 to fully address all of the concerns outlined from the cybersecurity software analysis conducted by the ATOM group. We have applied for a grant through NHDES to offset these costs.
- Working with First Light and Back Bay on switching the phone system over to internet service due to the noisy phone lines.
- Experienced zero rain events which required us to implement the high flow plan.
- Received 5,000 gallons of septage for the month.

Compliance:

- Preparing monthly reports to US-EPA and NH-DES.

- Reported one permit exceedance for the month. The cause was an instrumentation failure related to the ongoing upgrade.
- Treated a total of 30-million gallons of wastewater during the month.

Industrial Pretreatment Program (IPP):

- Reviewed one wastewater survey. This was determined to be a dry system; therefore, no further action was necessary.
- Issued a Notice of Violation (NOV) to General Linen due to a pH exceedance.
- Drafting a Significant Industrial User (SIU) permit for NH Materials Laboratory, Inc located on Interstate Drive.

Capital Improvements Plan (CIP) Items:

- Waste Water Treatment Facility upgrade – The City of Somersworth entered into a contract with Apex Construction to complete the wastewater treatment facility construction improvements in May, 2020. Project milestones included substantial completion – November 10, 2021. Final completion – February 8, 2022.
- Outstanding warranty issues include; Aeration blower variable frequency drive replacement – The delivery has been re-scheduled for mid-August with installation immediately following. SCADA alarm monitoring software – Resolved with utilizing existing alarm monitoring software. Return Activated Sludge (RAS) pump failure – Parts have been ordered and a service date will be scheduled once parts arrive. Replacement heat pumps for cafeteria – Submittals were approved last week and equipment released for manufacture, hope to have schedule soon. Loam/seeding of all facility grounds – This was completed on May 19th; however, a second seeding will be required due to it mainly being crab grass. Install smart sleeves for RAS pinch valves – Waiting for a service date from Apex. New Clarifier – Need a replacement plunger and service check. This has been scheduled for July 26th.

WATER TREATMENT

Items completed this month:

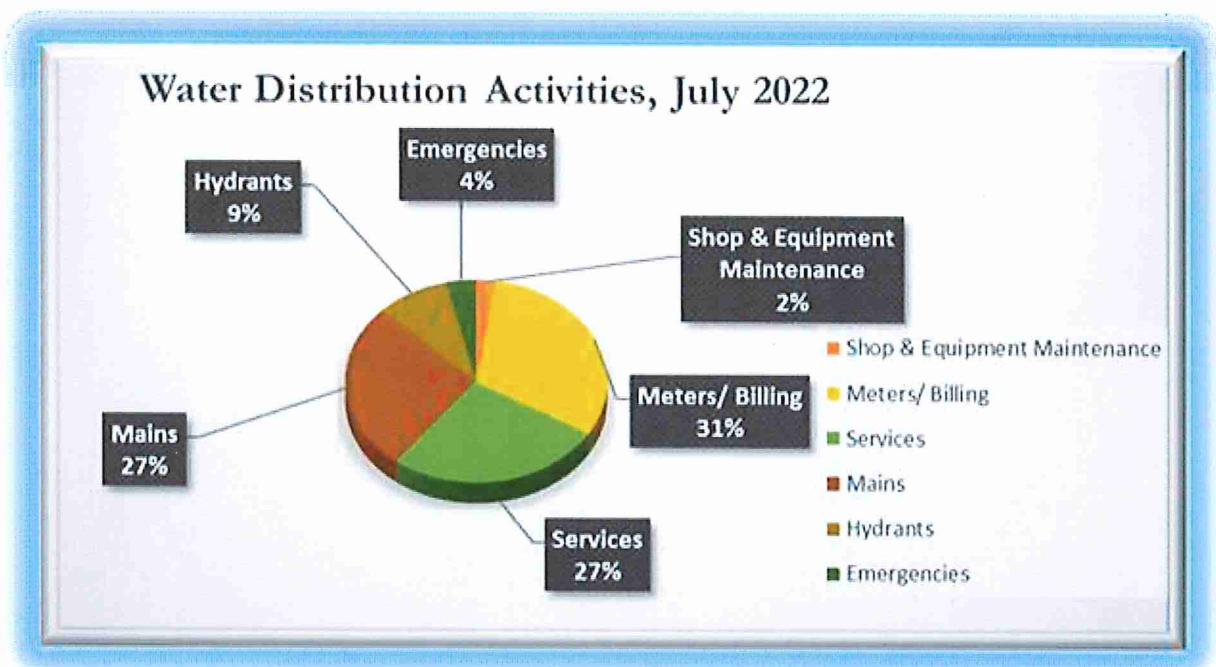
- Bacteria's and TOC's water quality testing completed
- Pumped est. 46,750,970 gallons of raw water
- Filtered and pumped to the city est. 43,731,125 of finished water
- Completed quarter #2 D/DBP report and submitted to NHDES
- Certified completion of Water Quality report and submitted to NHDES
- Received updated pricing for Polymer
- Closed out FY22 budget
- Exercised plant shutdown in preparation for Main replacement on Rocky Hill Rd
- Received updated pricing on phosphate
- Received fence quotes to repair main gate to property
- Met with City engineer regarding storm water management at water plant
- Pumped water to Oaks from Rocky Hill well
- Conducted training on operation of Rocky Hill well
- Hach repaired TOC analyzer
- Hach completed visit #1 on service partnership

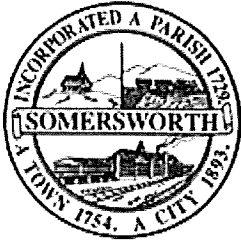
Action items:

- Hamilton St tank 5-year evaluation

WATER DISTRIBUTION

- Water Distribution operators completed 165 work orders and service requests in the month July
- Reviewed project status of Rocky Hill culvert replacement and plans for water main replacement
- Worked on fire hydrant restoration needs.
- Conducted quarterly dead-end flushing
- Troubleshoot multiple complicated water utility locate requests
- Completed daytime Flushing





Somersworth Police Department

12 Lilac Lane

Somersworth, NH 03878

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

Timothy J. McLin
Chief of Police

MEMORANDUM

Memo To: Bob Belmore, City Manager
From: Timothy J. McLin, Chief of Police
Date: July 27, 2022
Subject: Monthly Report – Month of July 2022

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

COMMUNITY POLICING:

- The Topper Support Program and Random Acts of Blue has continued through July. These programs encourage community policing and engagement with our City youth and residents. Officers surprise youth and residents with a Popsicle, a cold drink, ice cream or other treat. We expect this program to expand and become an important part of our Community Policing Program.
- Chief McLin read to children at the Pines on 7/26/22 when the SAU 56 Beach Buggy Book Mobile came to the Pines. This event was sponsored by Idlehurst Elementary School, Somersworth Ready Together and the Seacoast United Way.

PERSONNEL/TRAINING:

During the month of July, employees received training in: Crisis Intervention Team Training, Conflict Resolution, Mitigation and De-escalation, Child Abuse Disclosure, FBI-LEEDA Command Leadership Training and FBI-LEEDA – Supervisor Leadership Institute.

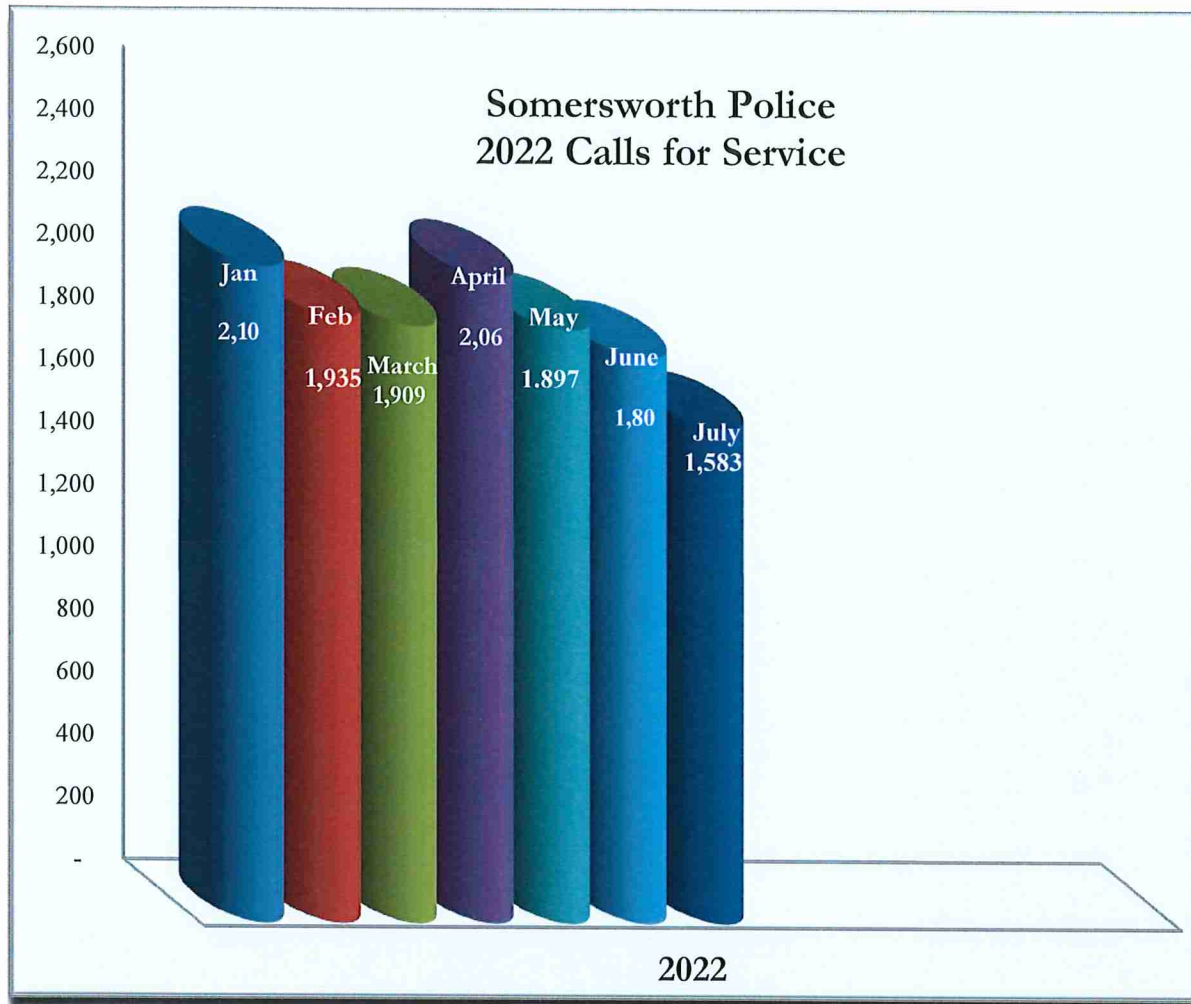
COSSAP GRANT:

We have applied for the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) and Prevention, Enforcement and Treatment (PET) Grant. If approved, this grant will pay for training over a three year period for officers in identifying those suffering from substance use disorder, homelessness and those suffering from mental health crisis. The training will cover how to effectively refer people to treatment and services in these areas. This grant will also train officers in Adverse Child Experiences Response Team processes and identifying appropriate calls and situations for referrals. The grant provides an ACERT facilitator from Amoskeag Health who will assist in our ACERT efforts. Our hope is that this will reinvigorate our ACERT Team efforts with out partnering organizations.

This grant will pay overtime wages with no City match over a three year period for officers to develop relationships with partnering recovery agencies, mental wellness agencies and communication organizations for homelessness. This will allow officers to follow up with

families to make the appropriate referrals. This grant also pays for overtime for officers to engage in ACERT identification referrals and follow up.

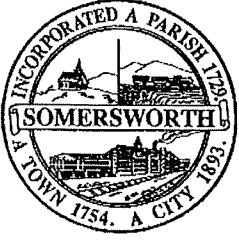
STATISTICS:



(July 2022 Calls for Service are estimates)

Yearly Comparison

Month	2022	2021	2020	2019	2018
January	2,100	1,562	1,939	1,976	2,085
Feb	1,935	1,280	1,756	1,796	1,878
March	1,909	1,666	1,926	2,145	2,215
April	2,064	8,008	1,846	2,285	2,452
May	1,897	9,905	1,708	2,053	2,409
June	1,808	1,984	1,749	1,935	2,406
July	1,583	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	13,296	35,462	21,762	23,962	26,234



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Timothy J. McLin
Chief of Police

Memo To: Robert Belmore, City Manager
From: Timothy McLin, Chief of Police
Date: July 18, 2022
Subject: Community Badge

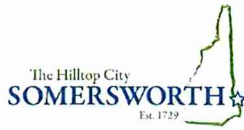
Bob,

This memo provides an update on our Community Badge initiative. The badge incorporates the City of Somersworth seal, our City motto "Proud Past Bright Future", as well as a silhouette of our Police Headquarters. The badges have been ordered and will be instituted upon receipt in the near future.

This badge is truly unique to The City of Somersworth, and makes a statement for adherence to the 21st Century Policing model, for Community Policing.

This badge is an example of our Department's commitment to a model of Community Policing.





City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



George Kramlinger

Fire Chief & Emergency Management Director

gkramlinger@sommersworth.com

Business: (603) 692-3457

Fax: (603) 692-5147

www.sommersworth.com

26 July, 2022

To: Mr. Robert Belmore, City Manager

Re: July 2022 Monthly Fire Department and Emergency Management Report

1. On Monday, 11 July, the SFD vacated the existing fire station and initiated operations in Phase I of the new fire station. Hazardous materials remediation in the existing fire station began on the same day to accelerate the Phase II schedule. "Punch list" work in Phase I and planning for Phase II construction continues.
2. Of operational interest, on Wednesday, 29 June, the duty crew responded to a three-alarm fire in Dover during the afternoon, then another three-alarm fire in Milton after midnight. SFD personnel and equipment performed extremely well.
3. On 19 July, the Governor's Office for Emergency Relief and Recovery (GOFERR) informed the City of a \$6868 grant award designated for the breathing air compressor system in the new fire station. Total GOFERR grant funding for new fire station related equipment is \$50,000.
4. On 20 July, NH Homeland Security and Emergency Management (HSEM) informed the City of a grant award for \$125,000 designated for the back-up generator and emergency operations center equipment associated with the new fire station project.
5. Effective 21 July, Lt Tyler Taatjes resigned from the SFD. Lt Taatjes, our youngest Lt was a stellar performer with great technical skill and impactful leadership. His contributions and leadership will be missed.
6. Effective 22 July, in coordination with you, FF Daniel Toof is temporarily promoted to Lt pending the outcome of a Lieutenant promotional process which is expected to be completed in November.
7. On 26 July, E-3 returned from Cummins North East in Concord NH after major motor work.

8. Monthly run numbers with a comparison to last year:

	June 2022	June 2021
Fire (all types)	8	8
Overpressure / Overheat (no fire)	0	0
Rescue - EMS	68	75
Hazardous Condition (no fire)	7	8
Service Call	17	12
Good Intent Call	11	24
False Alarm / False Call	11	20
Severe WX / Natural Disaster	0	0
Special Incident	0	2
Total	122	149

9. Stewart's Ambulance responded to 142 emergency calls in the City, transported on 89 of those calls, and had an average response time of four minutes and nine seconds (4:09).

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

Respectfully submitted

George D. Kramlinger

George D. Kramlinger
Fire Chief / EMD
City of Somersworth



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

July 15, 2022

Greetings,

I hope this finds you well as we head into the summer.

We are reaching out to share recent changes to KENO 603. Governor Sununu recently signed HB 355 into law, which expands the sale of KENO 603 beyond taverns and restaurants. Under the change, any location that sells lottery tickets in the cities and towns that voted to approve KENO 603 may choose to sell the game.

This is a change, but we do not expect it to negatively impact or detract from KENO 603 sales at existing establishments. KENO 603 is a social game, and bars, taverns and restaurants offer a unique experience and venue for enjoying the excitement of playing. As our traditional Lottery partners begin to offer KENO 603, we anticipate it will generate more interest in the game, as well as increased sales and commissions for those retailers.

Each retail location wishing to offer the game must meet specific licensing requirements, pay annual licensing fees, and pass a background check. They will be trained in selling the game; sales will only be conducted at a lottery vending machine or clerk-assisted sale from the counter. Finally, no video monitors will be installed at stores for the purpose of showing live drawings, which will help keep customer traffic flowing.

Over the past five years, either through in-person meetings or direct mail, New Hampshire Lottery staff have provided municipalities with information about KENO 603, including the local approval and implementation processes. We also shared the game's benefits of increasing foot traffic to taverns and restaurants, which generates more revenue for them, as well as the Granite State's education fund.

KENO 603 has been a tremendous success, generating millions of dollars for New Hampshire schools. The game has become one of the New Hampshire Lottery's most popular games, second only to scratch tickets. KENO 603's continued success is integral to achieving our revenue commitment year after year.

We are always happy to be a resource for our retail partners and municipalities, and we are looking forward to working with local businesses who have interest in offering the game. If you have any questions, please feel free to reach out at 603-271-3391.

Respectfully,

Charlie McIntyre
Executive Director



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com