

*Office of the City Manager*

**TO:** Mayor Dana S. Hilliard and City Council Members  
**FROM:** Robert M. Belmore, City Manager  
**DATE:** Thursday, February 13, 2020  
**SUBJECT:** City Manager's Report for Tuesday, February 18, 2020  
City Council Agenda

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6:30 pm: City Council Group Picture

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*Old Business (Under Section 14 of Agenda)*

**Resolutions**

- A. Resolution No. 29-20: Vote to Authorize a Bond to Replace the Elevator at the Somersworth Middle School.** Again, the Finance Committee is recommending a 15-year Bond, and also accepted City Staff's recommendation to round the estimate up to \$650,000. Once final costs are determined, the City will only Bond the actual amount needed to complete the project.

*New Business (Under Section 15 of Agenda)*

**Resolutions**

- A. Resolution No. 30-20: Vote to Authorize a City Fundraising Campaign for the Creation of a Dog Park at Millennium Park.** The Recreation Committee met on February 5<sup>th</sup> and voted to support this Resolution to move forward with a fundraising campaign. I have also attached a "**Draft**" fundraising letter that is intended to be used during this campaign.
- B. Resolution No. 31-20: Vote to Forgive Two Notes and Release Two Mortgages and Security Agreements from Queensbury Mill Limited Partnership.** The Finance Committee met on January 29<sup>th</sup> and voted to support this action. City Attorney contacted the State's Community Development Finance Authority (CDFA) and they had no concern with the City forgiving this debt. I have attached a copy of the email received from George Hunton of the CDFA. I have also included copies of some informational documents provided to the Finance Committee.
- C. Resolution No. 32-20: Vote to Authorize the City Manager to Apply for a Grant with the United States Department of Justice Cops Hiring Program to Add Two Additional Police Officers.** The Finance Committee met on January 29<sup>th</sup> and Public Safety met on February 12<sup>th</sup>, both Committees voted to support this Resolution to apply for this Grant. This Grant, if received, will pay for 75% of the salaries and benefits of officers, with the City covering the remaining 25%. Please note that the grant provides a maximum amount of \$125,000 per position, and the City will be required to fund the positions for one full year after the 3 year grant period.

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

### **A. Informational Items.**

- 1. Chamber Portable Ramp.** Just a note: There is a portable ramp available in the Council Chambers should it be needed for anyone to access the Chamber Council desks.
- 2. FY 2020/2021 GeoSyntec Contract-Landfill Superfund Site.** In keeping with past practice, and without objection, I will be signing the attached Draft Contract Amendment for proposed monitoring work to be done by Geosyntec Consultants as required by the EPA, this would cover FY 20/21. This Remedial Action Services contract outlines our compliance obligations in accordance with the existing EPA Consent Decree and Record of Decision (ROD) as well as other work that may be required by the EPA from time to time. Attorney Beliveau will provide legal guidance on any needed language amendments to this Agreement, which I have attached. The Contract costs and other associated budgeted expenses are split between the City at 50.5% and GE at 49.5%.
- 3. Upcoming City Council Meetings & Workshops.** *(please note: the Special Budget meeting originally scheduled for April 27 has been moved to April 13)*
  - **Monday, March 2**
    - 6:00 pm: Vision 2020 Presentation
    - 6:30 pm: Somersworth Housing Authority (SHA) update on the SHA Rental Assistance Demonstration (RAD) project.
  - **Monday, March 16**
    - 5:30 pm: State of the City Address
    - 7:00 pm: City Council Meeting
    -
  - **Saturday, March 28**
    - 8:30 am: City Council Team Building Session
  - **Saturday, April 4**
    - 8:30 am: City Council Budget Workshop – Non-Profits & City Departments
  - **Monday, April 6**
    - 6:00 pm: City Manager Presents Budget
    - 7:00 pm: Budget Public Hearing and City Council Meeting
  - **Monday, April 13**
    - 7:00 pm: Special Budget Meeting – Budget Possibly Adopted
  - **Monday, April 20**
    - 7:00 pm: City Council Meeting

### **Attachments**

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



## City of Somersworth – Resolution

Resolution No: 29-20

### **VOTE TO AUTHORIZE A BOND TO REPLACE THE ELEVATOR AT THE SOMERSWORTH MIDDLE SCHOOL**

February 3, 2020

WHEREAS, the elevator at the Somersworth Middle School is essential to providing access for every student to all sections of the Middle School; and

WHEREAS, School Officials recommend replacing the elevator due to its age, concern of its reliability, and lack of access to replacement parts that may be required to repair the elevator should it stop working, and

WHEREAS, the estimated cost to replace the elevator is \$650,000 (Six Hundred Fifty Thousand dollars), and

WHEREAS, the project costs include architecture, engineering, construction, and any other ancillary costs associated with the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT an amount not to exceed \$650,000 (Six Hundred Fifty Thousand dollars) is appropriated to replace the elevator at the Somersworth Middle School; and

#### **BE IT FURTHER RESOLVED THAT:**

- (a) the City Manager is authorized to borrow up to \$650,000 (Six Hundred Fifty Thousand dollars) under the Municipal Finance Act and issue bonds and notes payable within 15 years from their dates, and
- (b) the City Manager is authorized to issue temporary notes in anticipation of the issue of these bonds or notes, and
- (c) the City Manager is authorized to apply for, obtain and accept federal, state or other aid, if any, which may be available for said project, and
- (d) the estimated useful life of this project is expected to exceed 15 years.

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Martin Pepin Donald Austin	<i>Approved:</i> City Attorney

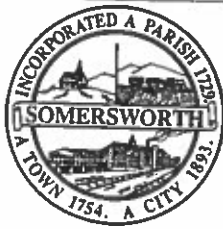
## City of Somersworth – Resolution 29-20

### History

First Read Date:	02/03/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
<b>TOTAL VOTES:</b>			
On   /   /   .   Resolution 29-20		<b>PASSED</b>	<b>FAILED</b>



## City of Somersworth – Resolution

Resolution No: 30-20

### **VOTE TO AUTHORIZE A CITY FUNDRAISING CAMPAIGN FOR THE CREATION OF A DOG PARK AT MILLENNIUM PARK**

February 18, 2020

WHEREAS, the Somersworth City Council adopted Resolution 17-20 to develop a preliminary report on potential location/s and costs for a possible City Dog Park, and

WHEREAS, the City Manager worked with city staff to evaluate locations throughout the City and determined the best option for a City Dog Park is Millennium Park with an estimated cost of \$45,000, and

WHEREAS, staff reviewed this report with the Parks and Recreation Committee and the Committee supports this recommendation and further supports engaging in a fundraising campaign through March 31, 2020,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT that the City will begin a fundraising campaign for the creation of a Dog Park at Millennium Park, and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the fundraising campaign will conclude on March 31, 2020.

Authorization	
<i>Sponsored by Councilors:</i> Nancie Cameron Richard R. Michaud Martin Pepin Crystal Paradis	<i>Approved:</i> City Attorney

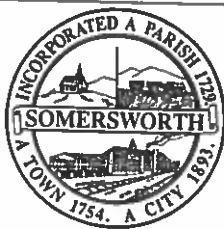
## City of Somersworth – Resolution 30-20

### History

First Read Date:	02/18/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
<b>TOTAL VOTES:</b>			
On   /   /   .   Resolution 30-20		<b>PASSED</b>	<b>FAILED</b>



## City of Somersworth – Resolution

Resolution No: 17-20

### **TO DIRECT THE CITY MANAGER TO DEVELOP A PRELIMINARY REPORT ON POTENTIAL LOCATION/S AND COSTS FOR A POSSIBLE CITY DOG PARK**

October 7, 2019

WHEREAS, a City Dog Park has been discussed as a potential amenity for residents of the Somersworth Community, and

WHEREAS, a Dog Park is universally viewed as a place where people and their dogs can play together; owners and canines socializing in a secure off-leash location, and

WHEREAS, the City Council is interested in the possible establishment of a fenced-in, public Dog Park where canine citizens can exercise off-leash in a clean, safe environment without causing harm to people, property or wildlife,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is directed to report back to the City Council with a preliminary report on possible options for a Dog Park that would be designed to satisfy the needs of dog-owners and non-dog owners alike. Said options would include possible locations, costs to construct and maintain the park, and any other associated needs related to this endeavor. Furthermore, said report is due on or before December 16, 2019 so that the City Council and City Manager can consider funding the construction of a dog park in full or in part as part of the FY 2021 budget.

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

Dear Fellow Canines,

I am calling on all my friends to encourage their owners to donate to the City's fundraising campaign to build us an awesome Dog Park where we can run and play without our leashes holding us back. Let's "bark" it up and chase down some money to make sure this park comes to life. There is only a limited time to hound your owner into letting go of a few dollars or loose change to send to the City.

Whether you're a big Mutt or a small Pooch there will be room for all of us to play in a safely fenced-in park with water and shade and open space to run and jump!

So, wag your tail, lick your owners 'till their silly and help loosen them up and retrieve some funds!

I hope to see you this summer at our new Park, we'll have a blast while our owners brag about how cute and fun we are!

Bowwows from your friend,

Bravo

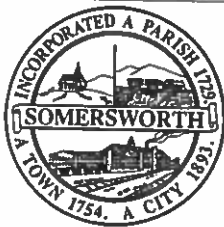


PS

Sorry about the soggy attachment I carried home for my owner from City Hall

DOG PARK  
DONATION Letter  
2-11-2013





## City of Somersworth – Resolution

Resolution No: 31-20

### **VOTE TO FORGIVE TWO NOTES AND RELEASE TWO MORTGAGES AND SECURITY AGREEMENTS FROM QUEENSBURY MILL LIMITED PARTNERSHIP**

February 18, 2020

WHEREAS, the Somersworth City Council adopted Resolution 28-95 on July 17, 1995 accepting conditions for the Queensbury Mill Congregate Housing Services Program under the Community Development Block Program (CDBG) by the City of Somersworth, and

WHEREAS, as part of this project, the City Council authorized the City Manager to enter into a contract with the Somersworth Housing Authority for the administration and supervision of the project, and

WHEREAS, the City of Somersworth, using the CDBG program, authorized the sub-granting of up to \$456,590 to the Queensbury Mill Limited Partnership with an additional \$31,150 designated as reimbursement for administrative expenses to the Somersworth Housing Authority, and

WHEREAS, to ensure performance of the CDBG obligations, the City entered into two (2) Notes and two (2) Mortgages and Security Agreements with the Queensbury Mill Limited Partnership, one for \$307,000, and one for \$87,000, both executed on September 11, 1996, and

WHEREAS, the Mortgage and Security Agreements become payable in 360 equal monthly payments beginning August 26, 2026 provided the Queensbury Mill Limited Partnership does not default on any of the Grant Agreements between the City and the NH Office of State Planning, and

WHEREAS, the Queensbury Mill Limited Partnership has met the obligations of the Grant Agreements and the Mortgage and Security Agreements are no longer required to ensure compliance with the Grant Agreements, and

WHEREAS, should the City enforce repayment under the Agreements it provides no benefit to the City as such payments would be required to be submitted to the State of New Hampshire,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT that the City Manager is authorized to sign any and all legal documents required to release and forgive the Queensbury Mill Limited Partnership from their obligations under the two (2) Notes and two (2) Mortgages and Security Agreements entered into with the City of Somersworth, and furthermore the City Manager is authorized to take any other action relative to this approval determined to be in the best interest of the City.

#### Authorization

##### *Sponsored by Councilors:*

David A. Witham  
Donald Austin  
Martin Pepin

##### *Approved:*

City Attorney

## City of Somersworth – Resolution 31-20

### History

First Read Date:	02/18/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
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At Large Councilor	Paradis		
<b>TOTAL VOTES:</b>			
On   /   /   .   Resolution 31-20		<b>PASSED</b>	<b>FAILED</b>

**Bob Belmore**

**From:** George Hunton <ghunton@NHCDFA.org>  
**Sent:** Tuesday, February 04, 2020 11:48 AM  
**To:** Walter Mitchell  
**Cc:** Bob Belmore  
**Subject:** RE: Queensbury Mills - Somersworth

Hi Walter

That is great to hear! It was a pleasure to work with you. Many thanks to the City of Somersworth for helping to enable the on-going provision of affordable quality senior housing in Somersworth in a rental market that is tight and not necessarily affordable for everyone, including seniors.



George Hunton | Director of Tax Credit Programs  
 Community Development Finance Authority  
 14 Dixon Ave | Concord, New Hampshire | 03301  
 main: 603.226.2170 | direct: 603.717.9116  
 email: [ghunton@nhcdfa.org](mailto:ghunton@nhcdfa.org) | [www.nhcdfa.org](http://www.nhcdfa.org)

**IMPORTANT NOTICE:** Please be advised CDFA is subject to RSA 91-A, New Hampshire's Right-to-Know law. All information and documents created, accepted or obtained by, or on behalf of, CDFA are potentially subject to disclosure in compliance with RSA 91-A.

**From:** Walter Mitchell [mailto:[walter@mittchellmunigroup.com](mailto:walter@mittchellmunigroup.com)]  
**Sent:** Tuesday, February 4, 2020 11:28 AM  
**To:** George Hunton <ghunton@NHCDFA.org>  
**Cc:** Bob Belmore <bblmore@somersworth.com>  
**Subject:** Queensbury Mills - Somersworth

Good Morning, George – Just an update to let you know that last week the Somersworth City Council's Finance Committee met and decided to recommend to the full City Council that it vote to forgive the Queensbury Note, Mortgage and Security Agreement from the Somersworth Housing Authority, that was originated as a CDBG grant.

As I understand it, this action is within the authority of the city under the terms of the grant, and in fact is encouraged.

Thanks for you cooperation and guidance throughout this process, and please let me know if there are any questions.

Walter

Walter L. Mitchell  
 Mitchell Municipal Group, P.A.  
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 (603) 524-3885  
[walter@mittchellmunigroup.com](mailto:walter@mittchellmunigroup.com)

ANNUAL  
REPORT  
SHA  
QUEENS-  
BURY  
MILL,  
INC.

January 31

2018

Current Status  
and  
Considerations  
for the Future

05/07/19

## QUEENSBURY MILL

### **DESCRIPTION AND HISTORY***(Taken from Wikipedia.org)*

The Queensbury Mill is located on the west side of downtown Somersworth, New Hampshire extending along the south side of Winter Street between its junctions with Market and Linden Streets. It is a wood frame structure, 171 feet (52m) in length, with a gable roof, and a full-height brick basement level, providing for a full four stories of space. A brick chimney rises near the center of its length, near a projecting stair house which rises above the main roof line.

The mill was built in 1884 and enlarged in 1892, and was owned by a consortium of local business leaders. They sought to diversify the city's economy attracting shoe manufactures who were dealing with a period of labor unrest at the major shoe-producing centers of Massachusetts. Built by local craftsmen, the mill is unusual for its wood-frame construction, which was not the norm for mill buildings of the 1880's, and it lacks other features typically added to these buildings to limit the spread of fire. The building housed a shoe manufacturing operation until 1902, when it was taken over by the Queensbury Mills of Worcester, Massachusetts, and converted to yarn production. The initiative to attract shoe manufacturing was broadly successful however, the Somersworth Shoe Company operated in buildings formerly of the Great Falls Manufacturing Company until 1984. The land area is less than one acre. The original architect of the building was Isaac Fellows. The property was added to the National Register of Historic Places on April 10, 1987.

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### **MODERN HISTORY***(Provided by the Somersworth Housing Authority)*

The Somersworth Housing Authority secured a Community Development Grant from the Office of State Planning, and a HUD Section 312 Loan from the U.S. Department of Housing and Urban Development, in order to purchase and rehabilitate four properties along the westerly side of Market Street. These properties were two-story former mill housing buildings that had fallen into disrepair and were blighted. One of the properties was owned by Armand Lanoix, and the other three were owned by Francis and Eleanor Murphy of Berwick, Maine. The last of the four properties housed a convenience store known as The Market Place. Mr. Lanoix was a senior citizen and could not afford to rehabilitate his property, and the Murphys refused to rehabilitate the other three. So the

properties were acquired by the SHA, and after a competition for developers, Francoeur Realty, owned by Jeffrey and Patricia Francoeur, local developers, were chosen to work with the Somersworth Housing Authority in developing the first three of the properties.

With these buildings under construction, the discussion began as to what to do with the Queensbury Mill property which was presently owned by Anderson and Gray, a Berwick, Maine contractor and plumber. The building was being underutilized, was in disrepair causing another blighting influence on the Market Street area. Anderson and Gray wished to sell the property and therefore contacted local banker Robert Normandeau who was with Granite State National Bank and held the mortgage on the property. Mr. Normandeau contacted Mayor George Bald and inquired if the City wished to purchase the Mill through the Community Development Block Grant Program. Mayor Bald informed Mr. Normandeau that the Somersworth Housing Authority was the Authorized Agent for all matters relating to Community Development for the City of Somersworth, and he encourage Mr. Normandeau to contact Joseph N. Couture, Assistant Executive Director and Community Development Director of the Authority. Mr. Normandeau contacted Mr. Couture and informed him that Anderson and Gray wished to sell the property and that Phillip and John Crosier local property developers wished to purchase the property under the stipulation that they could receive federal money to help finance the renovation. (Phillip Crosier also owned the Hardware and More stores throughout the Seacoast Area.)

A meeting was established between Mr. Normandeau, Mr. Couture, and Mr. Crosier at which time Mr. Couture informed the group that there were no additional Community Development Block Grant funds available, however the Somersworth Housing Authority would be willing to work with Mr. Crosier and the bank on a HUD Section 312 Loan, which was a low interest loan for development provided by the U. S. Department of Housing and Urban Development. This was initially agreed upon and the Authority applied for this grant. When representatives from HUD came to view the property, their initial reaction was to advise the Authority to purchase the property and demolish it, and offer the vacant land for new development. The Authority vehemently disagreed stating that the historical significance of this property to the City of Somersworth was too great to lose, and Mayor Bald agreed. HUD understood and provided the HUD Section 312 loan to the Crosiers, and the property was purchased and the renovations began.

The renovations consisted of housing units on the second floor and a small breakfast and lunch restaurant on the basement level. Also, additional housing units were planned for the third floor with the fourth floor being left vacant for the time being. The renovations were completed and some of the housing units were occupied with construction continuing. The Crosiers also developed a proposal to have the property listed on the National Register of Historic Places so that they could receive tax benefits from the Federal Government. This designation was received on April 10, 1987.

### **THE HOUSING CRASH OF 1988**

Housing development had been booming during the 1980s. Any and all housing developers were getting easy loans at local banks to purchase property for new construction or housing rehabilitation and expansion. They could walk into a bank and request the amount they needed and walk out with \$10,000 more than they requested. In 1988 the housing market crashed. Not only developers but Banks were failing too. The easy loans that had been made by the banks to over-inflated properties were now too expensive for property owners to maintain so property owners were abandoning these properties and the bank loans were failing and so were the banks. It was catastrophic for the Crosiers who owned in excess of 100 apartments and several Hardware and More stores. Phil Crosier cut his losses, abandoned all of his properties, stopped paying his bills, and moved all his inventory to St. Croix where he opened a new hardware store just in time for Hurricane Andrew to hit that area, and once again he made a fortune before the federal government caught up with him on non-payment of taxes.

So with this housing crash, the Queensbury Mill went into foreclosure with the Federal U. S. Department of Housing and Urban Development under the HUD Section 312 Loan Program which was left unpaid. This is when the New Hampshire Housing Finance Authority purchased the Queensbury Mill from HUD, and they approached the Somersworth Housing Authority. Executive Director of the New Hampshire Housing Finance Authority (NHHFA), Dean Christon called upon Community Development Director, Joe Couture and invited him to a meeting on the Queensbury Mill. NHHFA requested that the Somersworth Housing Authority purchase the property from NHHFA for \$1.00; put together a Low Income Housing Tax Credit Program through NHHFA and renovate the Mill under a Partnership that would sell the tax credits for cash. These would be funds that would be granted to fund the renovations, and would not have to be paid back if the Authority kept the property for fifteen years and rented the housing

units to persons at 60% or lower of the median household income for the area. NHHFA would also require that the property be rented to this income group for an additional 15-year term even if the property were sold to another entity. The Somersworth Housing Authority agreed to establish a partnership where the SHA would develop the Queensbury Mill. Also provided to this develop would be 24 Section 8 Low Income Vouchers to assist the residents with their rent. These Vouchers would be Project-Based Vouchers and would remain with the property.

#### **DEVELOPMENT OF THE QUEENSBURY MILL**

The Development Team that was put together for this development was extensive and included, The Somersworth Housing Authority as Managing General Partner, People's Heritage Bank (481 Corporation) of Portland, Maine as Limited Partner and supplier of the tax credits, New Hampshire Housing Finance Authority as the provider of Bridge Loans and Section 8 Housing Vouchers, the U.S. Department of HUD as the oversight agency and seller of the property, The New Hampshire Office of State Planning as the provider of the Community Development Block Grant Funds for the development of the lower level into community space, and the City of Somersworth, through which all permitting was provided and through which the Community Development Block Grant Funds flowed on a long-term 30-year loan basis. The "Team" also consisted of the attorneys for each entity who were many, and the Financial Group of Otis, Atwell, and Timberlake who guided the flow of all funds to insure that all funds were properly spent in all of the various categories, and the New Hampshire Historical Department to make sure that the property was historically renovated since it was on the National Register of Historic Places. It was determined at this time, that this development was one of a kind and the most complicated housing production deal that HUD had ever agreed to in Region I.

After extensive advertising and some bidding problems, the Ricci Construction Company of Portsmouth, New Hampshire received the bid for the renovation of the top three floors of the Queensbury Mill into 24 one-bedroom units of low income housing. The bottom floor community space would require a separate bidding procedure due to a separate funding source. The bottom floor was bid and the low bid for the construction was provided by Gary Chicoine Builders of Weare, New Hampshire. Both contractors were well known to the SHA and both contractors had been used by the SHA; Ricci Construction with the total renovation of Bartlett Avenue, and Gary Chicoine with the construction of the



Somersworth Child Care Center. The total development from conception to closing took about 22 months.

### **CONSTRUCTION PROBLEMS THAT HAD AN AFFECT OF THE COST OF THE PROJECT.**

As any large construction project there were change orders along the way that affected the total construction cost. However, there were two change orders that were major concerns and required the use, and then some, of the construction contingency items laid out in the construction budget. The first item that was discovered was when the existing floors were removed in the housing unit's space. Wool was found under the floor boards from when the property was used as a woolen mill. When this was discovered the construction had to come to a stop, and no one was allowed into the building until the property was tested for the presences of ANTHRAX. Apparently this was and could become a real problem in buildings that were former Woolen Mills. At the time that the construction was stopped and tested it was not known if the project could or would continue considering that the mill would have to be scoured for the presence of Anthrax, and would the cost of this be prohibitive to the development. After approximately three weeks of delay the report was received that there was no Anthrax in the building and the construction could continue. With this delay, the project still had to pay its bills, and an extension of the contract resulted in extra interest costs.

The second and most major change to the construction budget came when the development team looked at the chimney which was on the side of the property. When the chimney was viewed from the parking lot south of the property it was evident that the roof line dipped on both sides of the chimney. The question was, what was causing the roof line to dip down? Was the roof falling inward on that side of the property? Was the chimney sinking into the ground and pulling the roof line down with it? If it was the roof then the fix was not so great. If the chimney was sinking, this was a great concern. Would the chimney have to be removed? The chimney was one of the greatest historical factors in the property. How would this effect the Historic Tax Credits if it had to be removed? Could the project afford the chimney to be removed? The majority of the team, and the construction people felt that the chimney was sinking. Robert Crichton, Construction Specialist for the Somersworth Housing Authority felt differently. He believed that the problem was with the structure of the building itself. Bob went into the building and started on the bottom floor taking walls apart to view

the inside structure of the property. It didn't take long before it was discovered that the property had once had a fire in the wall on the first floor, and the fire was not that old. When the Crosiers owned the property they had a small restaurant on the first floor, and right behind where the stoves were is where the fire had been. Apparently the fire was never reported, and the owners put the fire out themselves, however internal structure had been burned and removed and never put back so that the building structure was coming down on the south side and not the chimney. After structural engineers came to the property and assessed the damage, there was no other solution than to "jack-up" the floors and reattach them in their original locations prior to the sinking of the building structure on the south side. The sinking was also putting strain on the rest of the building to make up for the south side. A firm was hired from Maine to "jack-up" the building, which was no small task and ran the risk of the floors collapsing in some areas. The contractor really knew his trade, and the building was "jacked-up" without incident except for the great noise as the building cracked back into its original shape. The whole project took an additional \$65,000 to accomplish which wiped out the construction reserves and took an additional loan from New Hampshire Housing Finance Authority to accomplish. This added additional cost and construction interest to the bottom line.

#### **SHA QUEENSBURY MILL, INC.**

After the fifteen year term of the Queensbury Mill Partnership, the Partnership was dissolved. All the tax credits were paid by Four Eight Corp. of People's Heritage Bank and this entity did not wish to purchase the building, so the Somersworth Housing Authority formed a new Partnership called the SHA Queensbury Mill, Inc. and purchased the property for \$1.00 from the exiting partnership. In 2013 the new partnership borrowed \$450,000 from TD Bank with which to modernize the Queensbury Mill and pay this off over an eleven year period. So the new partnership now carried long-term debt in the amount of \$899,385 as of the end of fiscal year 2017. These debts are broken down as follows:

1. City of Somersworth, Note Payable	\$387,700
2. TD Bank, Note Payable	\$407,721
3. Note Payable Related Party	\$ 97,932
4. Account Interest Payable	\$ 6,032

The Note Payable to the City of Somersworth comes due in the year 2026 after the first thirty years of the project under operation. The loan for the renovations to TD Bank comes due in 2024. The history behind this note from the City of Somersworth is that the Queensbury Mill development in order to complete the first floor of the property into usable space for the provision of community services to the project, which was a stipulation under the development of mill, would require additional funding than the Tax Credit Project because the creation of the housing units could not provide nor afford the first floor renovation. It was decided to apply for Community Development Block Grant Funds through the New Hampshire Office of State Planning. These funds are granted to the City of Somersworth, and at that time all Community Development Block Grant Funds were under the direction of the Somersworth Housing Authority under contract to the City. This was the only Community Development Block Grant Program that was "loaned" to the Somersworth Housing Authority. The many other CDBG programs that were provided to the Authority were granted and not loaned. This agreement to loan the funds was initiated by then City Manager, Doug Elliott in discussions with Assistant Executive Director and Community Development Director, Joe Couture. The reasoning behind this "loan" was as follows:

1. The Queensbury Mill was granted funds under rent restrictions for a thirty-year period beginning in 1996. These rent restrictions were that the project had to guarantee that the property units would remain affordable to persons who were 60% or below median income.
2. In 1996 thirty-years was a long way away and no one could predict if the property would still be owned by a non-profit provider. The City Manager did not want any entity to walk away with a "wind-fall of cash" that had been initially granted for a public purpose. It is not believed that the City Manager wished to punish the Housing Authority after thirty years with a cash payment that they may not be able to afford, and therefore have to sell the property to pay back the City and thereby possibly lose the affordable units at the Queensbury Mill.
3. Well, here we are nearly thirty years later, and what has changed? The Mill is still standing. The Section 8 Vouchers are still being provided to the residents who live at the property. The Community Space is still being utilized for property community services. The first Partnership has been dissolved, and the Somersworth Housing Authority (still in existence) purchased the property after the first 15-year term, as was intended. The Somersworth Housing Authority took out a mortgage on the property in

order to renovate the property back to its original condition from 1996. There have been no changes to the original agreements made in 1996.

4. In the year 2026 which is approximately seven years from now what will have changed from 1996? It is not known. It is anticipated that in seven years the Somersworth Housing Authority will still be in existence and that it will own the Queensbury Mill, it will still have the Section 8 Vouchers for housing assistance, it will still be providing services to the residents on the first floor, and it will be time again to renovate the property. Can we be certain all this will happen? No we can't, but we have to plan to continue.
5. So in 2026 the note from the City will come due, and it can realistically be assumed that the Authority, at this time, will have to do one of two things, (1) sell the property to another developer to get the cash to pay the loan; or (2) borrow the money on a mortgage of the building. This is also the time that the property will need renovation so there will be two large loans to pay for approximately \$900,000. No one knows now what the property will be worth at that time or what the interest on loans will be.
6. The City of Somersworth in 2026 will have to make a determination also. It will have to decide if it wants the money at that time even if it means that the property will be sold and the affordable units may be lost or if it wishes the Somersworth Housing Authority to walk a tight rope with large debt on the property. None of this can be determined now, but has to be planned for now.
7. The provision to have a lien against the Queensbury Mill by the City of Somersworth is a good provision and showed forethought from the authors of the provision, however at the time the loan is due there should be discussions, at least a year in advance, by the Somersworth Housing Authority and the City of Somersworth as to the position of the Queensbury Mill at that time. It should also be discussed to change the wording of the lien to get rid of a specific date of payment, if necessary, and to word the document according to the conditions at that time. The wording could be changed to include; the payment will be due in full if the Authority has sufficient cash to pay off the loan; or the Authority can financially borrow the funds and maintain the property as it is with an acceptable cash flow; and the loan will become due and payable immediately if the property is sold for any purpose to any entity other than its original intent. The City of Somersworth should file the amendment when the current rehabilitation

loan on the Mill is paid off so that the City can get first position on the payment of the loan.

### **CONCLUSIONS**

The Queensbury Mill is a great asset to the City of Somersworth both historically and for the provision of affordable housing to the elderly and disabled. The building and grounds are being kept in great condition by the Somersworth Housing Authority, and it is the first thing that you see in the gateway from Maine.

Financially the property is being run efficiently with sufficient reserves to take care of emergencies, and the property pays taxes to the City of Somersworth. Everything is in balance the way that it was intended, and it would be a shame to lose that balance in seven years if the loan is demanded and the property is not able to assume the loan payback.

The City and the Authority could also agree in 2026 to make the loan a real loan and amortize the loan over a term where monthly payments are made over a period of time so that the loan is paid but is not a burden to the development.

There are many ways to solve the loan situation and at the same time continue with the Queensbury Mill as it is now. I am confident that the City of Somersworth and the Somersworth Housing Authority will come to the right conclusion that is right for both entities.

Submitted by:

Joe Couture, Consultant/Former Executive Director



OFFICE OF STATE PLANNING  
STATE OF NEW HAMPSHIRE  
2 1/2 BEACON STREET - CONCORD 03301-4497  
TELEPHONE: 603-271-2155  
FAX: 603-271-1728

September 18, 1996

Agenda #13

His Excellency, Governor Stephen Merrill  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Office of State Planning (OSP) to amend an existing Agreement, CE 411355, with the City of Somersworth, New Hampshire, Vendor Code #21059, which was initially approved by the Governor and Executive Council on February 14, 1996, Agenda Item #5. This Agreement will be increased by \$87,740 to a new total of \$487,740. These additional funds are to be encumbered in account 025-002-3641-96-092-0415.

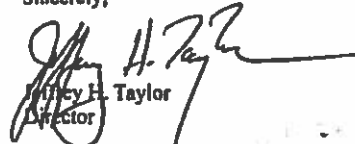
**EXPLANATION**

This Agreement allocated a portion of the Community Development Block Grant provided to New Hampshire by the U.S. Department of Housing and Urban Development (HUD) for the 1995 Fiscal Year. The Office of State Planning is administering this program as provided by RSA 4-C. The funds for this contract are from the Community Development Block Grant Fund which is intended to help municipalities solve development problems.

The City of Somersworth will provide CDBG financial assistance to the Queensbury Mill Limited Partnership, Inc. a private non-profit developer. The developer will use CDBG funds to renovate a portion of the Queensbury Mill building in order to provide a congregate housing services program to twenty-four residents of the building. The Partnership in turn will use \$901,000 in Low Income Housing Tax Credits (LIHTC) in addition to a loan from New Hampshire Housing Finance Authority (NHHFA) in the amount of \$500,000 to rehabilitate the remaining portion of the building into twenty-four one bedroom housing units for low and moderate income elderly persons.

This amendment is required in order to increase the funding level for the project by \$87,740 from \$400,000 to \$487,740. This increase is necessitated by cost over-runs attributable to the elevator installation and the discovery of structural problems caused by a previously unknown fire to the mill building. The City has assured OSP that this \$87,740 increase in funding will be sufficient to complete the project as originally planned.

Sincerely,

  
Jeffrey H. Taylor  
Director

JHT/PH/DS:jbm

Attachments

TDD Access: Relay NH 1-800-735-2964



PUBLIC HOUSING • COMMUNITY DEVELOPMENT • SOCIAL SERVICES  
**SOMERSWORTH HOUSING AUTHORITY**  
CENTRAL OFFICE: 9 BARTLETT AVE., P.O. BOX 31, SOMERSWORTH, N.H. 03878



**JOSEPH N. COUTURE**  
EXECUTIVE DIRECTOR

July 29, 1996

Mr. Douglas R. Elliott, Jr.  
City Manager  
City of Somersworth  
157 Main Street  
Somersworth, NH 03878

Dear Doug:

Enclosed please find the Mortgage Note, Mortgage and Security Agreement, and the Loan Agreement between the Queensbury Mill Limited Partnership and the City of Somersworth for the Community Development Block Grant Funds for the renovation of the basement level of the Queensbury Mill building.

These documents guarantee that the City of Somersworth will hold a note and mortgage on this property under the terms and conditions set forth therein for the amount of \$307,000. These documents have been prepared as required under the terms of the Limited Partnership as dictated under the IRS code, the rules of the State of New Hampshire, Office of State Planning, and the rules of the New Hampshire Housing Finance Authority.

As soon as you have had time to review these documents please sign this original copy and return to me by August 19, 1996. The permanent closing for this development will occur on August 21, 1996. After these documents are recorded a permanent copy will be forwarded to you. If you have any questions please don't hesitate to call on me. Thanks for all your help in this regard.

Sincerely yours,

  
Joseph N. Couture  
Executive Director

*7-24-96*  
*Brian Berrington*  
*reviewed & made*  
*changes*  
*D. Elliott*

**RECEIVED**  
JUL 30 1996



PUBLIC HOUSING • COMMUNITY DEVELOPMENT • SOCIAL SERVICES  
**SOMERSWORTH HOUSING AUTHORITY**  
CENTRAL OFFICE: 9 BARTLETT AVE., P.O. BOX 31, SOMERSWORTH, N.H. 03878



EQUAL HOUSING  
OPPORTUNITY

**JOSEPH N. COUTURE**  
EXECUTIVE DIRECTOR

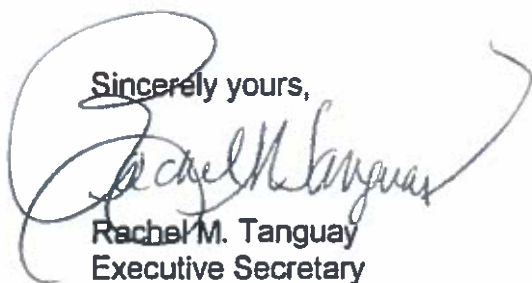
September 17, 1996

Mr. Douglas Elliott  
City Manager  
City of Somersworth  
157 Main Street  
Somersworth, NH 03878

Dear Doug:

Enclosed, please find an original of the Mortgage Note and Mortgage and Security Agreement for the extra \$87,000 granted from OSP. This is for your records. Please call if you have any questions.

Sincerely yours,



Rachel M. Tanguay  
Executive Secretary

Enclosures

**RECEIVED**

SEP 19 1996



\$307,000

September 11, 1996

**QUEENSBURY MILL LIMITED PARTNERSHIP**

**MORTGAGE NOTE**

For value received the undersigned, Queensbury Mill Limited Partnership, a New Hampshire limited partnership ("Borrower") hereby promises to pay to the City of Somersworth the sum of Three Hundred and Seven Thousand Dollars (\$307,000), without interest for the thirty year period commencing with the date hereof. The principal hereof shall be payable in three hundred sixty (360) consecutive equal monthly installments of Eight Hundred Fifty Two Dollars and Seventy-Eight Cents (\$852.78), the first such installment to be payable on August 26, 2026, and then monthly thereafter, with the right on the part of the Maker to anticipate payments in any amount at any time without penalty. PROVIDED, HOWEVER, the entire amount of this obligation, principal and interest, shall become due and owing upon demand by the City of Somersworth in the case of an Event of Default by Borrower of any of the terms or conditions of Grant Agreement between the City of Somersworth and the State of New Hampshire Office of State Planning (the "Grant Agreement") that are applicable to the Borrower. PROVIDED, FURTHER, that the entire amount of this obligation, principal and interest, shall become due and owing upon demand by the City of Somersworth in the event Borrower commits an act of default of any of the terms or conditions of the Mortgage and Security Agreement which secures the indebtedness of which this Mortgage Note is evidence.

Presentment, demand, notice, protest and all of the demands and notices of any kind are hereby waived by the borrower.

The failure of the holder of this Mortgage Note, in the event of a breach of the terms hereof for of the Mortgage Deed and Security Agreement which is security for this Mortgage Note, or the VCDP Loan Agreement pursuant to which this loan was made, to exercise any option available to it that arises out of such breach will not constitute a waiver by the holder of its right to exercise such options in the event of any other breach.

The maker, drawers and endorers hereby severally waive the statute of limitations and waive presentment for payment, protest and notice of protest and non-payment of this note, and in case of its non-payment at maturity, severally agree to pay a reasonable attorney's fee for its collection.

**NON-RECOURSE PROVISION.** Notwithstanding any of the foregoing terms or conditions of this Mortgage Note, the Grant Agreement, or the terms and conditions of any mortgage deed, security agreement or other collateral document securing this Mortgage Note, in the event of a default hereunder, the Holder hereof expressly and specifically covenants and agrees that (i) no partner, general or limited, of the maker shall have any personal liability to pay any of the principal of or interest on the debt of which this Mortgage Note is evidence, (ii) the Holder will not collect or attempt to collect any of the sums due hereunder, including any deficiency judgment, from any of the Borrower's partners, general or limited, and (iii) that the Holder will look solely to the property, real and persona, described in the Mortgage and Security Agreement which secures the indebtedness of which this Mortgage Note is evidence of the satisfaction of the same. This Mortgage Note and Mortgage and Security Agreement which secures this Mortgage Note are intended to be non-recourse liabilities as defined in Treasury Regulation § 1.752-1 (a) (2) and shall be construed consistently therewith.

This note is secured by a Mortgage and Security Agreement of one building and the contents thereof, together with the Borrower's leasehold interest in the land on which the building is located, all known as the Queensbury Mill, located at 1 Market Street in the City of Somersworth, New Hampshire.

Executed at Somersworth, New Hampshire this 11th Day of September, 1996.

Queensbury Mill Limited Partnership

By:

  
Duly authorized agent

\$87,000

September 11, 1996

**QUEENSBURY MILL LIMITED PARTNERSHIP**

**MORTGAGE NOTE**

For value received the undersigned, Queensbury Mill Limited Partnership, a New Hampshire limited partnership ("Borrower") hereby promises to pay to the City of Somersworth the sum of Eighty Seven Thousand Dollars (\$87,000), without interest for the thirty year period commencing with the date hereof. The principal hereof shall be payable in three hundred sixty (360) consecutive equal monthly installments of Two Hundred Forty One Dollars and Sixty Seven Cents (\$241.67), the first such installment to be payable on August 26, 2026, and then monthly thereafter, with the right on the part of the Maker to anticipate payments in any amount at any time without penalty. PROVIDED, HOWEVER, the entire amount of this obligation, principal and interest, shall become due and owing upon demand by the City of Somersworth in the case of an Event of Default by Borrower of any of the terms or conditions of Grant Agreement between the City of Somersworth and the State of New Hampshire Office of State Planning (the "Grant Agreement") that are applicable to the Borrower. PROVIDED, FURTHER, that the entire amount of this obligation, principal and interest, shall become due and owing upon demand by the City of Somersworth in the event Borrower commits an act of default of any of the terms or conditions of the Mortgage and Security Agreement which secures the indebtedness of which this Mortgage Note is evidence.

Presentment, demand, notice, protest and all of the demands and notices of any kind are hereby waived by the borrower.

The failure of the holder of this Mortgage Note, in the event of a breach of the terms hereof for of the Mortgage Deed and Security Agreement which is security for this Mortgage Note, or the VCDP Loan Agreement pursuant to which this loan was made, to exercise any option available to it that arises out of such breach will not constitute a waiver by the holder of its right to exercise such options in the event of any other breach.

The maker, drawers and endorsers hereby severally waive the statute of limitations and waive presentment for payment, protest and notice of protest and non-payment of this note, and in case of its non-payment at maturity, severally agree to pay a reasonable attorney's fee for its collection.

**NON-RECOURSE PROVISION.** Notwithstanding any of the foregoing terms or conditions of this Mortgage Note, the Grant Agreement, or the terms and conditions of any mortgage deed, security agreement or other collateral document securing this Mortgage Note, in the event of a default hereunder, the Holder hereof expressly and specifically covenants and agrees that (i) no partner, general or limited, of the maker shall have any personal liability to pay any of the principal of or interest on the debt of which this Mortgage Note is evidence, (ii) the Holder will not collect or attempt to collect any of the sums due hereunder, including any deficiency judgment, from any of the Borrower's partners, general or limited, and (iii) that the Holder will look solely to the property, real and persona, described in the Mortgage and Security Agreement which secures the indebtedness of which this Mortgage Note is evidence of the satisfaction of the same. This Mortgage Note and Mortgage and Security Agreement which secures this Mortgage Note are intended to be non-recourse liabilities as defined in Treasury Regulation § 1.752-1 (a) (2) and shall be construed consistently therewith.

This note is secured by a Mortgage and Security Agreement of one building and the contents thereof, together with the Borrower's leasehold interest in the land on which the building is located, all known as the Queensbury Mill, located at 1 Market Street in the City of Somersworth, New Hampshire.

Executed at Somersworth, New Hampshire this 11th Day of September, 1996.

Queensbury Mill Limited Partnership

By:

  
Duly authorized agent

## MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement dated this 11th day of September, 1996 is granted by **QUEENSBURY MILL LIMITED PARTNERSHIP** ("Borrower"), a New Hampshire limited partnership, with its principal office care of Somersworth Housing Authority, 9 Bartlett Avenue, Somersworth, New Hampshire to the **CITY OF SOMERSWORTH** ("Mortgagee"), a municipal corporation in Strafford County, New Hampshire, to secure Borrower's obligations to Mortgagee under a promissory note of even date herewith in the amount of Eighty Seven Thousand Dollars (\$87,000).

### DEFINITIONS

As used in this Mortgage and Security Agreement, the words and phrases set forth below shall have the following meanings:

"Borrower" means Queensbury Mill Limited Partnership, a New Hampshire limited partnership.

"Debt" means the Mortgage Note which this Mortgage and Security Agreement secures, any and all renewals thereof, the indebtedness represented thereby, and any other indebtedness which is now or may hereafter become due and owing from Borrower to Mortgagee.

"Mortgage" means this Mortgage and Security Agreement.

"Mortgagee" means the City of Somersworth.

"Personal Property" means all furniture, equipment, machinery, fixtures and all other tangible items of Property not within the definition of Real Property owned by Borrower and located in its one building at 1 Market Street, Somersworth, New Hampshire.

"Permitted Encumbrances" means a \$460,000 First Mortgage Loan from the New Hampshire Community Reinvestment Corporation ("NHCRC") for a term of fifteen (15) years. The "NHCRC" will have a valid and enforceable first lien ("Mortgage") upon the fee simple title to the Project premises, together with a first priority security interest in and to all the Borrower's present and future improvements, fixtures and articles of personal property thereon (including all furnishings, appliances, machinery, fixtures and articles of personal property attached to or used in the operation thereof and any replacements or proceeds thereof) now owned or purchased in connection with or used in connection with, or now or hereafter located on the project premises, free and clear of any other mortgages, liens, attachments or encumbrances except as acceptable to the NHCRC and its counsel. The Project Premises means: Queensbury Mill, One Market Street, Somersworth, New Hampshire, 03878:

Also, a \$923,076 Tax Credit Bridge Loan from the New Hampshire Community Reinvestment Corporation ("NHCRC"). This is a second priority mortgage loan subordinate only to the first mortgage loan from the NHCRC. The purpose of the Bridge Loan is to provide tax credit bridge financing for the Queensbury Mill Project. The "NHCRC" will have a valid and enforceable second lien ("Second Mortgage") upon the fee simple title to the Project premises, together with a second priority security interest in and to all the Borrower's present and future improvements, fixtures and articles of personal property thereon (including all furnishings, appliances, machinery, fixtures and articles of personal property attached to or used in the operation thereof and any replacements or proceeds thereof) now owned or purchased in connection with or used in connection with, or now or hereafter located on the project premises, free and clear of any other mortgages, liens, attachments or encumbrances except as acceptable to the NHCRC and its counsel. The lien and security interest will be subordinate only to the First Mortgage Loan from the NHCRC. The Project Premises means: Queensbury Mill, One Market Street, Somersworth, New Hampshire, 03878:

"Project" means Borrower's residential housing development consisting of one building known as the Queensbury Mill containing a total of 24 dwelling units located at 1 Market Street, Somersworth, New Hampshire. "Project" includes the Borrower's leasehold interest in the land on which the buildings are located.

"Real Property" means the real property described in Schedule A to this Mortgage, the Borrower's title to which is subject to the Permitted Encumbrances.

"Refinancing" means the refinancing or restructuring of all or a portion of the Debt, but excludes (a) capital contributions from the Partners of the Borrower, (b) any Borrower indebtedness incurred other than in connection with such refinancing or restructuring, (c) any replacement or take-out of construction financing for the Project, and (d) any refinancing, pursuant to a call or take-out right required to obtain financing for the Project.

"Sale" means the sale, exchange, transfer or other disposition or series of related sales, exchanges, transfers or dispositions of all or substantially all of the Project, including, without limitation, a sale under foreclosure or a sale in lieu of or transfer pursuant to condemnation by a public authority. The term "Sale" does not include an assignment or other transfer for security purposes under a Refinancing, nor does it include a sale, assignment or transfer, whether outright or for security purposes, of all or any portion of the partnership interests in the Borrower.

"Senior Debt" means indebtedness owed by Borrower to the Senior Lender.

"Senior Lender" means the New Hampshire Housing Finance Authority - Community Reinvestment Corporation.

"Security Interest" means the security interest in the Personal Property given to Mortgagee pursuant to this Mortgage and Security Agreement.

## GRANT OF MORTGAGE AND SECURITY INTEREST

1. **Mortgage of Real Property.** Borrower, in the consideration of the Debt, does freely give, grant, sell, convey and confirm to Mortgagee, its successors and assigns, the Real Property TO HAVE AND TO HOLD such property unto Mortgagee, its successors and assigns forever, to secure to Mortgagee (i) the repayment of the Debt in accordance with its terms, (ii) the payment of all other sums advanced by Mortgagee in accordance with this Mortgage to protect the security of this Mortgage; (iii) the payment of all other sums that are now or may hereafter become due and owing from Mortgagor to Mortgagee; and (iv) the performance and satisfaction by Borrower of all agreements and covenants of the Borrower contained in this Mortgage subject, however, to the condition of this Mortgage described in Section 3 below.

2. **Security Interest in Personal Property.** Borrower hereby grants to Mortgagee, its successors and assigns, a Security Interest in the Personal Property, for the security purposes set forth in Section 1 above.

3. **Condition.** The condition of this deed is such that if Borrower, its successors or assigns, shall well and truly pay the Debt to Mortgagee or cause the same to be paid to Mortgagee, its respective successors and/or assigns, and shall keep, observe and perform all covenants, conditions and agreements set forth herein, then the Mortgage and Security Interest granted hereby shall be null and void, otherwise to remain in full force and virtue by law.

4. **Subordination.** This Mortgage is subordinate in priority, lien and right of payment to the Permitted Encumbrances including the Senior Debt and to all sums advanced under and pursuant to the Senior Debt, whether prior to or subsequent to the date of this Mortgage.

## COVENANTS OF TITLE

Borrower hereby covenants for itself, its successors and assigns, as follows:

1. **Title to Property.** At and upon the execution and delivery of this Mortgage, Borrower is the lawful Owner of the Real and Personal Property, and has the right to mortgage such property to Mortgagee.
2. **No Encumbrances.** The Real and Personal Property are free from all encumbrances whatsoever, except the Permitted Encumbrances, but the lien and priority of this Mortgage shall be junior in priority to the lien of any mortgage securing Senior Debt if, as, when and in the amount advances under the Senior Debt are made.
3. **Warranty to Defend.** Borrower will warrant and defend the title to the Real and Personal Property against any and all lawful claims and demands whatsoever, except claims with respect to the Permitted Encumbrances.

## GENERAL COVENANTS

Borrower for itself, its successors and assigns covenants as follows:

1. **Repayment of Obligations.** Borrower will promptly pay the Debt when it becomes due.
2. **Payment of Governmental Charges.** Borrower will pay all local, municipal, county, state and federal taxes and assessments, water rates, and other governmental or municipal charges, fines or impositions levied upon or against said Real and Personal Property, provided that in the event the Borrower in good faith and with due diligence contests any such charge or imposition in an appropriate proceedings, the Borrower shall not be required to pay such charge imposition until a final determination is made in such proceeding.
3. **Insurance.** Borrower will maintain a policy insuring the improvements now existing or hereinafter erected on the Real Property, and the Personal Property, against loss by fire or other hazards, casualties and contingencies as required by the Senior Lender. In no event will the amount of such insurance be less than the sum of the outstanding principal balance from time to time of the Note secured by this Mortgage and Security Agreement plus the outstanding balance of the Senior Debt.
4. **Protection of Real and Personal Property.** Borrower will keep the Real and Personal Property in as good repair, order and condition as it now is or hereafter may be put and will not commit nor permit any waste of the Real and Personal Property or any part thereof, except for reasonable wear and tear.

5. Acceleration of Debt. The outstanding balance of the Debt shall be immediately due and payable upon the occurrence of any of the following:

(a) the dissolution, winding up, and termination of Borrower other than a dissolution, winding up, and termination that occurs after either (a) a transfer of the Limited Partners' partnership interests in the Borrower or (b) a transfer of title pursuant to an Option among Borrower, Mortgagee and New Hampshire Housing Finance Authority of even or approximate date herewith;

(b) the filing of a voluntary case under any applicable bankruptcy, insolvency, debtor relief or other similar law now or hereafter in effect, or Borrower's consent to the appointment of or taking possession by any custodian, trustee, receiver, conservator or liquidator of Borrower or of all or any substantial part of its properties or interest in the Project;

(c) the entry by a court of competent jurisdiction of an order for relief or decree in respect of Borrower under any bankruptcy, insolvency, debtor relief or other similar law now or hereafter in effect or any order or decree appointing a custodian, trustee, receiver, conservator or liquidator of Borrower or of all or any substantial part of its properties or interest in the project or ordering the winding up or liquidation of the affairs of Borrower and such order or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) or

(d) a Sale of the Real Property and the Personal Property, unless Mortgagee consents to the assumption of the Mortgage by a transferee, which consent may be unreasonably withheld; if Mortgagee consents to such assumption, the transferee shall be deemed to assume the rights and duties of Borrower hereunder, and Borrower shall thereupon be released from any obligation or duties hereunder to the extent of such assumption. Notwithstanding the provisions of this Section 5.(d), Borrower may, in its sole discretion remove and sell or otherwise dispose of any of the Personal Property described in this Mortgage for its then fair market value when, in the reasonable judgment of Borrower, the same shall have become obsolete, worn out or unnecessary for the use of the Project.

6. Condemnation. Any award of damages on account of any condemnation for public use or injury by public action to the Real Property shall be paid as required by the Senior Mortgagor.



## DEFAULT AND REMEDIES

1. Default. If any of the following events of default shall occur without being cured within thirty (30) days from the date that written notice of such default is received by Borrower from Mortgagee, the Debt secured by this Mortgage shall be immediately due and payable.

The following events shall constitute events of default:

(a) Default in the due observance or performance of any covenant, condition or agreement contained in this Mortgage. Notwithstanding the generality of the foregoing, in the event of Borrower's breach of any covenants or restrictions with respect to the provision of Lower Income Units on the Real Property, the following remedy shall be available to Mortgagee. If after providing Borrower with notice of the breach and a reasonable opportunity to cure the breach and Borrower does not cure the breach, Mortgagee may require immediate repayment of the Debt.

(b) Default in the due observance or performance of any covenant, condition or agreement contained (i) in this Mortgage and Security Agreement or (ii) in the Grant Agreement between Mortgagee and the State of New Hampshire Office of State Planning, or (iii) in the Loan Agreement between Borrower and Mortgagee. Notwithstanding the generality of the foregoing, in the event of Borrower's breach of any covenants or restrictions with respect to the provision of Lower Income Units on the Real Property, the following remedy shall be available to Mortgagee. If, after providing Borrower with notice of the breach and a reasonable opportunity to cure the breach, Borrower does not cure the breach Mortgagee may require immediate repayment of the Debt.

(c) Default in the due observance or performance of any covenant, condition or agreement contained in any Mortgage and/or Security Agreement by and between Mortgagor and any Senior Lender intended by the parties thereto as security for any Senior Debt. Notwithstanding the generality of the foregoing, in the event of borrower's breach of any covenants or restrictions with respect to the provision of Lower Income Units on the Real Property the following remedies shall be available to Mortgagee. If, after providing Borrower with notice of the breach and a reasonable opportunity to cure the breach and Borrower does not cure the breach, Mortgagee may require immediate repayment of the debt.

2. Remedies. If Borrower fails to pay the Debt or cure any breach or default prior to the expiration of the thirty (30) day notice period, Mortgagee may foreclose this Mortgage.

3. Remedies Cumulative. All remedies provided in this Mortgage and Security Agreement are distinct and cumulative to any other right or remedy under this Mortgage, or otherwise at law or in equity, and may be exercised concurrently, independently or successively.

4. Forbearance not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

5. **NON-RECOURSE PROVISION.** Notwithstanding any of the foregoing terms or conditions of this Mortgage Deed and Security Agreement or the terms and conditions of any Note secured hereby in the event of a default hereunder, the Holder hereof expressly and specifically covenants and agrees for itself and its successors and assigns that (a) no partner, general or limited, of the maker shall have any personal liability to pay any of the principal of or interest on the debt, the repayment of which this Mortgage Deed and Security Agreement secures, (b) the Holder will not collect or attempt to collect any of the sums due hereunder, including any deficiency judgment, from the maker or any of its partners, general or limited, and (c) the Holder will look solely to the property, real and personal, described in this Mortgage and Security Agreement for satisfaction of the same. This Mortgage and Security Agreement and the Note it secures are intended to be non-recourse liabilities as defined in Treasury Regulation § 1.752-1(a)(2) and shall be construed consistently therewith.

#### GENERAL PROVISIONS

1. **Notices.** Notice, demand or request to Borrower under this Mortgage shall be given when delivered in hand to Borrower or five days after being mailed, by certified mail, postage prepaid, return receipt requested, to the following address:

Queensbury Mill Limited Partnership  
P.O. Box 31  
9 Bartlett Avenue  
Somersworth, NH 03878

City of Somersworth  
157 Main Street  
Somersworth, NH 03878

2. **Future Advances.** This Mortgage is intended to and shall secure any and all future advances by Mortgagee to the Borrower, and all renewals, consolidations and other evidence of the indebtedness of Borrower to Mortgagee.

3. **Successors and Assigns Bound.** All covenants and agreements contained in this Mortgage shall be binding on and inure to the benefit of and be enforceable by the respective heirs, successors and assigns of Borrower and Mortgagee.

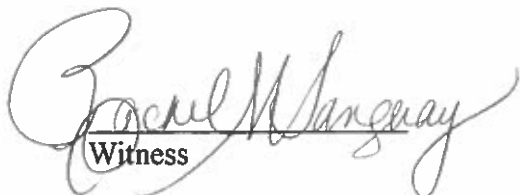
4. **Headings.** The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning thereof.


5. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New Hampshire, notwithstanding its execution elsewhere.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage and Security Agreement on the 11th day of September, 1996.

IN PRESENCE OF:

Queensbury Mill Limited Partnership

  
Witness

By:   
Joseph N. Couture  
Authorized Agent

STATE OF NEW HAMPSHIRE  
STRAFFORD COUNTY, ss

At Somersworth in said County and State this 11th day of September, 1996 Joseph N. Couture, authorized agent for **Queensbury Mill Limited Partnership** personally appeared and acknowledged the foregoing Mortgage and Security Agreement, by his subscribed, to his free act and deed and the free act and deed of **Queensbury Mill Limited Partnership**,

before me,

  
Notary Public  
My Commission Expires **ELIZABETH A. SALINGER, Commissioner of Deeds**  
My Commission Expires March 17, 1998



## City of Somersworth – Resolution

Resolution No: 32-20

**VOTE TO AUTHORIZE THE CITY MANAGER TO APPLY  
FOR A GRANT WITH THE UNITED STATES DEPARTMENT  
OF JUSTICE COPS HIRING PROGRAM TO ADD TWO  
ADDITIONAL POLICE OFFICERS**

February 18, 2020

WHEREAS, the City Council would like to increase the number of police officers to improve the efficiency of the Police Department and continue to provide quality service throughout the City, and

WHEREAS, City staff has received notification that a new series of grants are available through the United States Department of Justice COPS hiring program that provides a 75% match with a maximum amount of up to \$125,000 per officer over a three year period; and

WHEREAS, if the City accepts a grant for additional police officers it must maintain these positions for one full year after the grant period,

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to apply for a grant with the United States Department of Justice COPS Program to add two additional police officers, and take any and all other such actions on relative to this grant determined to be in the best interest of the City.

### Authorization

*Sponsored by Councilors:*

David A. Witham  
Martin Pepin  
Donald Austin  
Kenneth S. Vincent  
Nancie Cameron  
Crystal Paradis

*Approved:*

City Attorney

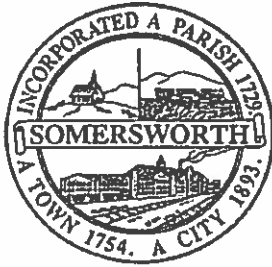
## City of Somersworth – Resolution 32-20

### History

First Read Date:	02/18/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
<b>TOTAL VOTES:</b>			
On    /    /    .    Resolution 32-20		<b>PASSED</b>	<b>FAILED</b>



## MEMORANDUM

To: Bob Belmore, City Manager  
From: Scott Smith, Finance Director  
Date: January 31, 2020  
Re: Police COPS Grant Application

---

After review of the Police COPS Grant application and report to the Finance Committee, the funding component requires some clarification.

Although the grant provides a 75% grant with a 25% match, there is a maximum grant allowance that changes the local requirement over the three year grant period. The maximum grant allowance per officer is \$125,000 over the three year period, which for 2 officers provides a total maximum grant allowance of \$250,000.

I have attached a spreadsheet that estimates the grant allowance and local match for each year of the three year grant. The assumptions made for the estimate are as follows:

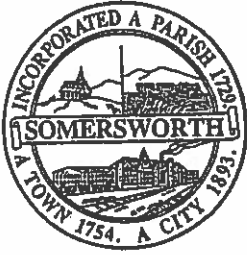
- The grant is awarded and we have two police officers hired under the grant effective July 1, 2020.
- Each police officer hired carries a family health insurance which is the most costly. Should they carry a single or two person plan, it would reduce the cost to the City, however the grant would still be a 75% match with a maximum allowance of \$125,000 per position.

As part of the grant requirements, the City must keep the positions and fund them fully for at least one full year after the conclusion of the grant.

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

City of Somersworth  
COPS Grant Estimate  
1/31/2020

	FY20-21	FY21-22	FY22-23	Totals
	07/01/20-06/30/21	07/01/21-06/30/22	07/01/22-06/30/23	
Estimated Wages & Benefits	\$188,656	\$194,852	\$202,156	\$585,664
Estimated FY Grant Proceeds	\$141,492	\$108,508	\$0	\$250,000
Net Cost to City	\$47,164	\$86,344	\$202,156	\$335,664



## *Somersworth Police Department*

*12 Lilac Lane*

*Somersworth, NH 03878*

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

David B. Kretschmar  
Chief of Police

### MEMORANDUM

Memo To: Bob Belmore, City Manager  
From: David Kretschmar, Chief of Police  
Date: January 28<sup>th</sup>, 2020  
Subject: COPS Grant Information and Timeline

---

Bob,

The following provides information regarding the open solicitation for the 2020 Department of Justice COPS Grant requirements and timelines.

On January 9<sup>th</sup> of 2020, the Department of Justice opened the application process to hire police officers through DOJ's COPS Grant program. This grant provides for the hiring of full time police officers for a three year period, with 75% of salaries and benefits of the costs of those officers covered by the grant and the remaining 25% covered by the hiring entity. You are then required to retain that officer for a minimum of 1 year after the expiration of the grant. The grant must identify a specific crime and disorder problem or focus area, with added consideration given to programs targeting the following;

- Violent crime
- Homeland and Border Security
- School based Policing

Our intent is to apply for two full time positions, with two separate focus areas, violent crime and school based policing.

The time line for this grant is as follows:

- January 9<sup>th</sup>, 2020 Application period opens
- March 1<sup>st</sup>, 2020 SPD internal to complete grant application
- March 11<sup>th</sup>, 2020 DOJ deadline for grant submittal
- Summer of 2020 Grants awarded
- Summer of 2020 Grant implementation



**CONTRACT AMENDMENT FOR July 2020 to June 2021**

Pursuant to the existing Remedial Action Services Contract for the Somersworth Landfill Superfund Site between Geosyntec Consultants, Inc. and the Somersworth Landfill Group dated, 13 January 2000, as amended, (the "Agreement"), the parties, in consideration of the reciprocal benefits conferred herein and intending to be mutually bound hereby agree to amend said contract, effective on the 1st day of July 2020, as follows:

**ARTICLE 1 – BACKGROUND AND OBJECTIVES****1.1 Background**

Geosyntec Consultants (Geosyntec) shall provide Remedial Action (RA) Services associated with monitoring of the Chemical Treatment Wall (CTW), permeable landfill cover and bedrock extraction components of the Preferred Remedial Action (PRA) at the Somersworth Sanitary Landfill Superfund Site (the "Site") in Somersworth, New Hampshire for the Work Settling Defendants (WSDs) for the Site. In addition, Geosyntec shall provide services related to the monitoring of landfill gas (LFG) at the Site and assist the WSDs in addressing other environmental issues at the Site.

The Site has completed the RA implementation stage of the Superfund program consistent with the Consent Decree (CD) for the Site (USEPA, 1995). A "100% Design and Demonstration of Compliance Plan" dated April 1999 (the "100% Design") (Beak and Geosyntec, 1999) for PRA at the Site was approved by the United States Environmental Protection Agency (EPA) and New Hampshire Department of Environmental Services (NHDES). The major construction related components of the PRA were: (i) the installation of a permeable zero-valent iron CTW in the subsurface between the landfill and the wetland; (ii) the construction of a permeable cover over the landfill; and (iii) the installation of a bedrock groundwater extraction and infiltration system (currently shut down with EPA approval). Based on the results of landfill gas monitoring conducted in 2001 and 2002 the EPA and NHDES believed there was a need for a perimeter LFG venting trench. This venting trench was installed in 2003 as a component of the RA for the Site.

In 1999, Geosyntec prepared the engineering design of the 100% Design for the PRA and since that time has provided Construction Quality Assurance (CQA), Construction Management (CM), and RA services during the construction of the CTW and permeable cover components of the PRA at the Site. Geosyntec also prepared the Sampling and Analysis Plan (the "SAP") (Geosyntec, 1999b; 2001, 2010, 2020) for the PRA, and has conducted the baseline and other groundwater monitoring since that time as per the SAP.

## **1.2 Objectives**

The objectives of this work are to monitor the performance of the PRA through continued implementation of the groundwater and soil gas monitoring program, to assist the WSDs with ongoing maintenance and to respond to other environmental issues raised by the EPA and NHDES. Geosyntec will conduct all work in accordance with all applicable regulations and standard practices. Geosyntec will immediately advise the WSDs of any issues that arise in relation to the project.

# **ARTICLE 2 - SCOPE OF SERVICES**

## **2.1 Introduction**

The scope of services required at the Site includes the following tasks:

- Task 1: Groundwater Monitoring for 2020 (Fall)
- Task 2: Sampling for per- and polyfluoroalkyl substances (PFAS) in 2020-2021
- Task 3: Landfill Gas Monitoring for 2018 (Fall; concurrent with groundwater sampling)
- Task 4: Annual Monitoring Report for 2020-2021 (Spring 2021)
- Task 5: Communication with EPA July 2020 to June 2021
- Task 6: General site maintenance

Table 1 presents a summary of all estimated costs for the above tasks compared with the budget for 2019-2020.

## **2.2 Task 1: Groundwater Monitoring for 2020 (Fall)**

Geosyntec will complete the annual groundwater monitoring of wells for the CTW as described in the Sampling and Analysis Plan (SAP, currently being updated in February 2020). The groundwater monitoring event will involve a combination of the passive diffusion bag (PDB) sampling method and conventional sampling methods. The event will also include a synoptic round of water level measurements and collection of field duplicate samples. This year, hydraulic testing of the CTW transect wells will also be done prior to the fall groundwater sampling event as is required every other year. In addition, this year, as required once every five years, samples from ten locations will be analyzed for the NHDES Waste Management Division's (WMD) Full List of VOCs. These additional analyses, as well as the additional data validation required for these analyses, has increased the cost of Task 1 compared with the 2019 sampling event. For the sampling round, a total of 21 wells will be sampled using conventional purging techniques (10 of these wells sampled for the WMD list) and 16 wells sampled using PDBs (total 37). In 2017, recommendations were made to modify the program and move several monitoring wells to either biennial or 5-year. EPA accepted the recommendations in 2018 so the above numbers reflect the updates to the program. All data will be compiled for submittal to the EPA. Proposed costs are given in Table 2.

### **2.3     Task 2: Sampling for Per- and Polyfluoroalkyl Substances (PFAS) in 2020-2021**

As of 2018, the EPA and NHDES have requested that perfluorinated chemicals, also referred to as per- and polyfluoroalkyl substances (PFAS), be included twice a year as part of the ongoing groundwater sampling at the Site. This task will include sampling 15 locations at the Site for PFAS in the fall 2020 and spring 2021 (plus associated QAQC samples), provide a memo response for each event to the EPA/NHDES and incorporate the memo results into the 2020 and 2021 annual monitoring reports, respectively. Proposed costs are given in Table 3.

### **2.4     Task 3: Landfill Gas Monitoring for 2020-2021 (Fall)**

Geosyntec will conduct monitoring of the landfill gas probes around the perimeter of the landfill and monitor the vent pipe on the landfill gas venting trench once in 2020 (Fall). During the sampling events, all soil gas will be screened in the field for carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), hydrogen sulfide (H<sub>2</sub>S), VOCs (soil gas samples only), and oxygen (O<sub>2</sub>). Proposed costs are given in Table 4.

### **2.5     Task 4: Annual Monitoring Report for 2020-2021 (Spring 2021)**

Geosyntec will complete the Annual Monitoring Report with data collected in 2020 before the end of March 2021. In addition, the groundwater data collected during 2020 (including spring 2020 PFAS sampling event) will be compiled into a draft report for submittal to the EPA for review and approval. This report will include evaluation of: (1) the performance of the CTW; (2) the performance of the natural attenuation remedy; and (3) the evaluation of PFAS. Additionally, in the Optimization Report received in July 2018, the EPA requested improved data reporting and annual statistical analyses for MNA at wells exceeding interim cleanup levels outside of the point of compliance. The task would be to report statistical trend data for detected CE concentrations at plume monitoring locations, particularly those outside of the point of compliance. Additional groundwater samples and data collected as part of Task 1 and Task 6 will be reported on in the Annual Report. Proposed costs are given in Table 5.

### **2.6     Task 5: Communications with EPA for July 2020 to June 2021**

Geosyntec will prepare progress reports for the EPA following groundwater monitoring events and communicate with the EPA if issues arise, for conference calls or if they contact Geosyntec for information about the Site. This task will include addressing normal communications as well as any further discussions with the EPA on their comments on the Annual Reports, the CTW-20 Transect area, and PFAS. The cost estimate includes costs for two conference calls, and the preparation of an additional memo on the response to comments on the Annual Reports (2016, 2017 and 2018 Annual Reports have not yet been commented on by EPA), and the PFAS sampling efforts. We do not know what, if any, additional work may result from these discussions and as such have not provided any additional cost estimate. If additional work results from these discussions with the EPA, then Geosyntec will prepare a

cost estimate once the scope has been defined and get WSD approval prior to doing the work. In addition, in 2020 this task includes supporting the EPA on preparation of the 5 Year Review report (due to be finalized by EPA in August 2020). Proposed costs are given in Table 6.

#### **Additional Task for 2020-2021**

The following tasks are not part of the regular operations and maintenance and monitoring activities at the Site.

#### **2.7     Task 6: General Site Maintenance (August or September 2020)**

Based on the last few rounds of sampling it is evident that the trails and access paths to the wells in the wetland are deteriorating or difficult to follow. We would therefore recommend that Geosyntec staff schedule a day or two to better make trails out to the wells. This site access work would include: erecting stakes or more permanent markers along the paths to make them easier to follow; building simple boardwalks/boards over really wet or boggy areas; and clearing brush more extensively to provide access routes from within the wetland. In addition, we need to survey CTW-23UA (replacement well installed in 2019) and resurvey the CTW transect wells to ensure we have accurate data to evaluate groundwater flow. The last survey was conducted in 2015 and we feel that it is time for a new survey to confirm well elevations. Proposed costs are given in Table 8.

## ARTICLE 3 – MISCELLANEOUS PROVISIONS

### 3.1 Compensation

Compensation for Consultant's services covered under this Amendment shall be in accordance with the terms and conditions of the original Agreement subject to the estimated fee contained in Table 1 of this Amendment. As discussed, our billing rates have been updated to new WSD preferred rates, as shown in Table 9. Geosyntec will not surpass the authorized amount without first identifying the basis for any change and submitting an appropriate change order request to the WSDs for review and consideration prior to incurring any costs in excess of the authorized amount. Invoices will be submitted on a monthly basis reflecting services provided to date.

### 3.2 Entire Agreement

This amendment, together with the Agreement and other documents incorporated therein by reference, shall constitute the entire agreement and supersedes all prior negotiations, representations or agreements, between the parties. This Contract can only be amended by written document executed by the Group and Consultant.

IN WITNESS WHEREOF the Group and Consultant have made and executed this Contract as of the day and year first written above.

**THE SOMERSWORTH LANDFILL GROUP  
THE CITY OF SOMERSWORTH**

**GEOSYNTEC CONSULTANTS, INC.**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**THE GENERAL ELECTRIC COMPANY**

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

Title: \_\_\_\_\_

**TABLE 1**  
**ESTIMATED COSTS FOR PROJECT TASKS**  
**REMEDIAL ACTION - SOMERSWORTH SUPERFUND SITE, NH**

2019-20 Task Number and Description (TR0237J)	2019-20 Budget	Comments	2020-21 Task Number and Description (TR0237K)	2020-21 Budget	Individual Task Comparison	Comments
01 Groundwater Monitoring	\$48,193		01 Groundwater Monitoring	\$55,096	\$6,903	Hydraulic pumping not included in 2019-20 but is part of 2020-2021, WKND Full List included in 2020.
02 PFAS Sampling	\$49,566		02 PFAS Sampling	\$51,656	\$2,090	PFAS Sampling - 2 events (fall and spring) Assumes 15 samples plus QA/QC for each event.
03 --	\$0		03 Landfill Gas Monitoring	\$6,469	\$6,469	Not included in 2019-20 (biennial) but is part of 2020-2021
03 Annual Monitoring Report	\$43,873		04 Annual Monitoring Report	\$46,167	\$2,294	Similar reporting but additional discussions around new sampling of sediment and surface water, WKND results
04 Comm with EPA	\$13,005		05 Comm with EPA	\$15,066	\$2,061	Includes costs to support preparation of 5 Yr Report
05 Update to SAP	\$9,767		--		-\$9,767	Task not conducted in 2020-2021
06 Change order request. Sediment and Surface Water Sampling	\$13,338	Added in February 2020 per request by EPA	--		-\$13,338	Task not conducted in 2020-2021
--			06 General site maintenance	\$4,667	\$4,667	New Task

## Notes:

- 1 Original Budget for 2019-20
- 2 Change Order Budget for 2019-20
- 3 Total Revised Budget for 2019-20
- 4 Total Budget for 2020-21
- 5 Difference between 3 and 4

\$164,404  
\$13,338  
\$177,742  
\$179,121  
\$1,379

**TABLE 2**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
 Somersworth Sanitary Landfill Superfund Site, New Hampshire  
 TASK 01: Groundwater Monitoring for 2020-2021

Activity	Company Category	Person	Hourly Rate	Geonitric Personnel														Company Total (\$)	Other		ACTIVITY TOTAL (\$)					
				P	PD	PM	FM	DBM	SR ST	STAF	JK	GRPH	PA	TG	Total Prof Time (\$)	Travel	Phone		Copies	Other		Cost (\$)	Notes			
Planning				6	4	10			4			2			3,564							3,564				
CTW In-Wall Pump Test (2020)				2	6	20			20						5,750	250	100		150			6,250				
Water Levels (1 round)						8			8						2,488	300	100		300			3,188				
Install PDBs in wells (1 round)				2	2	10			10						3,788	300			200		PDBs	5,288				
Sample PDBs (1 round)				2	2	8			18						5,066	300		750	300			6,416				
Sample wells with Waterra (1 round)						14			14						4,354	300		400				5,054				
Lab Analyses - VOCs <sup>1</sup>															-						ALS	4,100				
Lab Analyses - Wet Chem & Metals															-						ALS	3,200				
Lab Analyses - Full WMD Suite (2020)															-						ALS	1,100				
Data Compilation & Reporting															-											
Chemistry/Field Data				3	20	8		10				10	24		8,934				650			9,584				
Project Management				8	28	8		4							7,352							7,352				
Total				0	23	62	86	14	74	50	12	24	24		41,296	1,450	950	2,000				45.6%				
TASK TOTAL (\$)																							9,400			\$5,096

## Notes:

- 1- Assumed that we are sampling once a year and that we will not need to sample for the additional parameters requested by NIDES  
 PDBs - passive diffusion bags  
 ALS - ALS laboratories, formerly Columbia Analytical Services  
 VOCs - volatile organic compounds

**TABLE 3**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
**Somerworth Sanitary Landfill Superfund Site, New Hampshire**

**TASK 02: Sampling for PFAS in 2020-2021**

Activity	Company Category Person Hourly Rate	GeoSource												Other		ACTIVITY TOTAL (\$)			
		P DB 186	PIJ SO 186	PLI SW 153	FM SH 121	PROJ JSOC 153	SR ST Field 102	STAF Field 88	JIC 109	TG 72	PA	Total Prof Time (\$)	Disbursements (\$)				Company Total (\$)	Cost (\$)	Notes
													Travel	Phone	Other				
Planning and Document Review																			
PFAS Sampling - to be completed in Fall 2020 and Spring 2021																			
Lab Analysis - PFAS (15 samples plus OMAC) x 2 Events (Fall/Spring)																			
Data Compilation & Reporting Validation																			
Data Compilation and Validation - Memorandum																			
Project Management																			

**Notes:**  
Alpha - Alpha Analytical  
PFAS - per- and polyfluoralkyl substances



**TABLE 4**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
**REMEDIAL ACTION - SOMERSWORTH SUPERFUND SITE, NH**

TASK 03: Landfill Gas for 2020-2021

Activity	Company Category			GeoSyntec															Other		ACTIVITY TOTAL (\$)					
	Person	Hourly Rate	DB	P	PD	SW	PM	FM	PROJ JS/CC	Prj. Sci. Field	STA Field	GRPH Field	JK	TG	PA	Total Prof. Time (\$)	Disbursements (\$)					Company Total (\$)	Cost (\$)	Notes		
																	Travel	Hotel	Meals	Phone Copies					Freight & Equip Rental	
Planning					1	2	2	2									714			75		809				809
Sampling SGP's and vent stacks						1	4			16							2,269	125	75	75	750	3,219				3,219
Data Compilation							2			2				3			815		100			915				915
Preparation of Data for Report						2				2			2				728					728				728
Project Management					1	4											798					798				798
Total Hours	0	2				10	8		0	20	0	2	2	3				125	250	750		6,469				6,469
TASK TOTAL (\$)																										

**TABLE 5**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
Somersworth Sanitary Landfill Superfund Site, New Hampshire

TASK 04: Annual Monitoring Report for 2020-2021

Activity	Company Category	Person	Hourly Rate	Geosyntec														Other		ACTIVITY TOTAL (\$)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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**TABLE 6**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
**REMEDIAL ACTION - SOMERSWORTH SUPERFUND SITE, NH**

**TASK 05: Communication with EPA for 2020-2021**

Activity	Company Category	GeoSyntec														Other		ACTIVITY TOTAL (\$)
		P DB 186	PD SO 186	PM SW 153	FM SH 121	Grph 109	TG 72	PA Total Prof. Time (\$)	Disbursements (\$)				Company Total (\$)	Cost (\$)	Notes			
									Travel	Hotel	Phone	Copies						
Activity Communications			36	50				10	15,066					15,066			15,066	
Total Hours		0	36	50	0	0	10							15,066	-		15,066	
TASK TOTAL (\$)																		

**Notes:**  
1 - Includes 5 Year Review Report preparation

**TABLE 7**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
**REMEDIAL ACTION - SOMERSWORTH SUPERFUND SITE, NH**  
**TASK 06: General Site Maintenance (August or September) 2010-2011**

Activity	Company Category		Geosyntec												Other		ACTIVITY TOTAL (\$)	
	P DB	Person	PD 186	PM SW 153	FM SH 121	PROJ JSCC 153	Proj Field 102	Pn Sci Field 8R	STAFF Field 8R	GRPII JK 109	PA TG 72	Disbursements (\$)				Company Total (\$)		Cont (\$)
												Travel	Hotel	Phone Copies	Other Fax			

**TABLE 8**  
**2020 RATE SCHEDULES**  
**REMEDIAL ACTION - SOMERSWORTH SUPERFUND SITE, NH**

Labor Category	2020 Labor Rate <sup>1</sup> (\$/hr)
Senior Principal	\$215.00
Principal	\$186.00
Senior Professional	\$167.00
Project Professional	\$153.00
Professional	\$121.00
Senior Staff Professional	\$102.00
Staff Professional	\$88.00
Graphics Professional	\$109.00
Senior Technician I	\$72.00
Project Administrator	\$72.00
Clerical	\$54.00
Subcontractor / Direct Expenses Cost	Cost plus 5%
Personal Automobile (per mile)	Current Government Rate

Notes:

1. Geosyntec rates for Principal and Senior Principal did not increase. All others increased 2% in 2020

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

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

WALTER L. MITCHELL  
LAURA A. SPECTOR-MORGAN  
NAOMI N. BUTTERFIELD  
JUDITH E. WHITELAW (OF COUNSEL)  
EDWARD E. LAWSON, JR. (OF COUNSEL)

TELEPHONE (603) 524-3885

February 12, 2020

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 30-20

Title: **VOTE TO AUTHORIZE A CITY FUND RAISING CAMPAIGN FOR  
THE CREATION OF A DOG PARK AT MILLENNIUM PARK**

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

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

Date: \_\_\_\_\_

2/12/2020

By \_\_\_\_\_



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

ATTORNEYS AT LAW  
25 BEACON STREET EAST  
LACONIA, NEW HAMPSHIRE 03246  
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JUDITH E. WHITELAW (OF COUNSEL)  
EDWARD E. LAWSON, JR. (OF COUNSEL)

TELEPHONE (603) 524-3885

February 13, 2020

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 31-20

Title: **VOTE TO FORGIVE TWO NOTES AND RELEASE TWO MORTGAGES  
AND SECURITY AGREEMENTS FROM QUEENSBURY MILL  
LIMITED PARTNERSHIP**

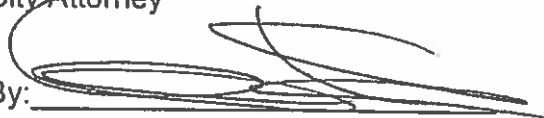
This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire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

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

Date: \_\_\_\_\_

12/13/2020

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



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

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TELEPHONE (603) 524-3885

February 13, 2020

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 32-20

Title: **VOTE TO AUTHORIZE THE CITY MANAGER TO APPLY FOR  
A GRANT WITH THE UNITED STATES DEPARTMENT OF JUSTICE COPS  
HIRING PROGRAM TO ADD TWO ADDITIONAL POLICE OFFICERS**

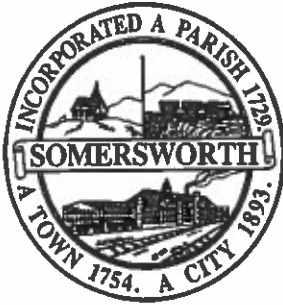
This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire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

Date: 12/13/2020

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

By: 





## MEMORANDUM

---

**To:** Bob Belmore, City Manager

**From:** Scott Smith, Director of Finance and Administration

**Date:** February 13, 2020

**Re:** Monthly Report

Finance Department:

- Working with Departments on developing FY20-21 budget proposal.
- Received/Reviewing Draft audited financial statements. Assistant Finance Director preparing the MD&A to include in the audit.
- Participated in interviews for staff openings.
- Participated in Union Mediation.
- Launched website to brick sales for Veterans Park.
- Bids:
  - Wastewater Treatment Upgrade – Due 2/14/20
  - Somersworth veterans Memorial – Due 3/5/20
  - Jules Bisson Playground – Due 2/20/20
  - Jules Bisson Gazebo – Due 2/20/20

City Clerk:

- Prepared for and took minutes at two scheduled City Council meetings, and various standing committee meetings during the month.
- Started the 2019 Annual Report.
- Prepared for February Presidential Primary.

#### Tax Collector:

- Started preparation of the Notice of arrearage for property tax and utility bills.
- Motor vehicle registrations were a total of \$168,403 during the month.
- Collected \$5,775 for Municipal Transportation Fund during month.
- Total receipts for the month were \$1,786,171.

#### Library

- The Library provided 2 story time programs and the book discussion group.
- The Librarian met with Jean Scanlan, School Librarian, and other staff at Idlehurst School. They discussed resources available at the library and 30 staff at the school got library cards.
- Staff and volunteers continue to work on relabeling the Children's room to improve identifying different reading labels.
- The Library had 2,344 visits in January.

#### Human Services:

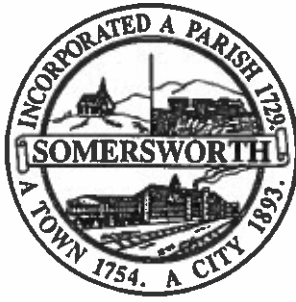
- Total assistance for the month was \$8,331. That compares to \$7,084 for the month of December 2019 and \$19,991 for January 2019.
- 4 new cases were opened compared to 2 in 2019.
- 18 cases were approved for varying levels of assistance. 27 cases were referred to other agencies for support.

#### Information Technology

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

#### Assessing

- The Assessing Department is conducting year 1 of cyclical inspections.
- Started accepting abatement requests. Taxpayers can file until March 2020.



## Department of Development Services

Date: January 31, 2020

From: Shanna B. Saunders

Director of Planning & Community Development

Re: January 2020 - Monthly Report

---

In addition to the Department's various activities listed in the attached staff reports, I attended the following Land Use Board meetings:

- Zoning Board – January 29
- Conservation Commission – No meeting
- Planning Board – January 15
- SRTC – January 2
- Historic District Commission meeting – January 22

And attended the following Special Meetings:

- SRPC Transportation Advisory Committee – January 3
- Inauguration – January 7
- Downtown Roundtable – January 8

### **Building and Health Departments:**

#### **Major Building Permits Applied for in December 2019 Construction Costs and Fee**

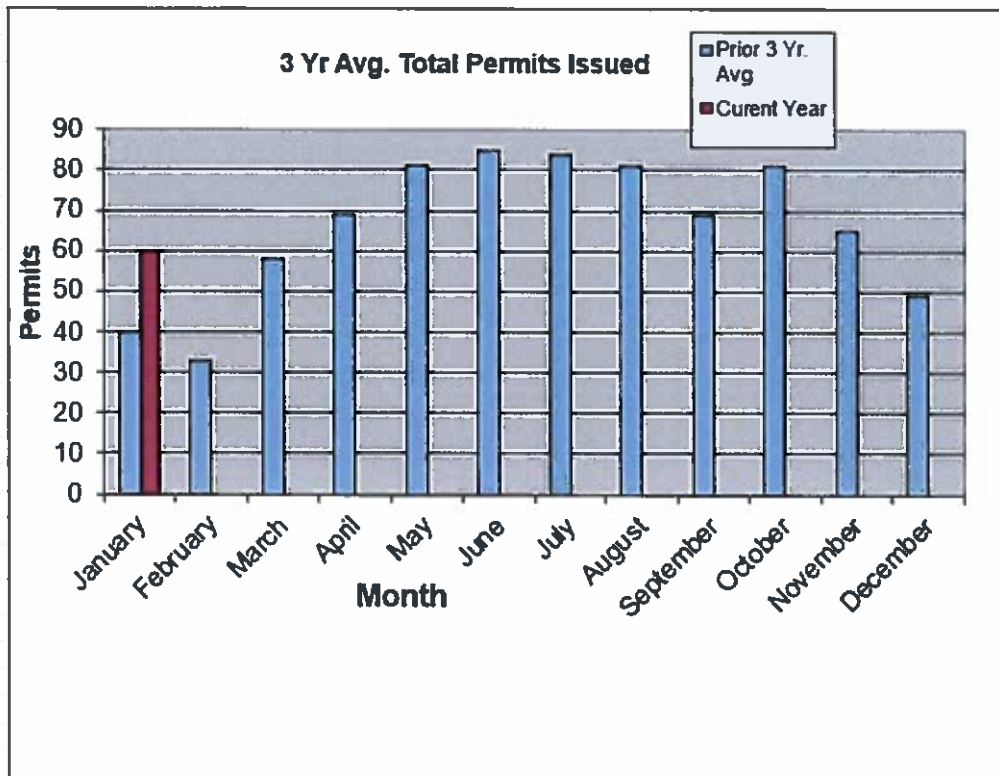
Address		Construction cost	Fee
172	Tri-City Plaza	\$425,000.00	\$3,850.00
39	Whippoorwill Way	\$145,000.00	\$1,330.00

### Minor Building Permits Applied for in December 2019

	Address	Construction cost	Fee
282	Main	\$12,474.00	\$137.27
200	Blackwater Rd	\$2,720.00	\$49.48
37	Pinewood Dr	\$12,000.00	\$133.00
149	Blackwater Rd	\$23,063.00	\$232.57
9	Curran Way	\$350.00	\$28.15
98	High	\$14,680.00	\$157.12
316	High	\$23,527.00	\$236.74
82	High	\$2,800.00	\$50.20
107	Old Rochester Rd	\$500.00	\$31.00
64	Market	\$27,500.00	\$272.50
11	Highland	\$35,000.00	\$340.00
39	Noble	\$4,000.00	\$73.00
5	Somersworth Plaza	\$1,500.00	\$39.00
1	Cattail Circle	\$5,000.00	\$70.00
13	Pinkham Ave	\$4,800.00	\$68.20
350	Rt. 108	\$10,000.00	\$115.00
23	Works Way	\$20,000.00	\$205.00

### Permit Receipts

	2018	2019	2020	DIFFERENCE this year to last	% OF CHANGE
January	\$12,784.00	\$2,892.72	\$13,400.23	-\$9,891.28	-16.2%
February	\$4,087.20	\$14,382.00	\$0.00	\$10,294.80	-55.9%
March	\$5,307.00	\$11,377.66	\$0.00	\$6,070.66	-77.3%
April	\$7,899.24	\$12,091.95	\$0.00	\$4,192.71	13.9%
May	\$8,966.00	\$4,309.56	\$0.00	-\$4,656.44	-23.9%
June	\$7,652.50	\$91,825.41	\$0.00	\$84,172.91	-23.9%
July	\$7,641.00	\$18,023.12	\$0.00	\$10,382.12	32.3%
August	\$4,329.00	\$21,606.17	\$0.00	\$17,277.17	-55.5%
September	\$3,039.60	\$12,040.79	\$0.00	\$9,001.19	-58.9%
October	\$7,291.00	\$25,228.33	\$0.00	\$17,937.33	12.9%
November	\$19,126.00	\$25,526.43	\$0.00	\$6,400.43	122.8%
December	\$14,154.00	\$8,211.20	\$0.00	-\$5,942.80	440.0%
<b>Year total</b>	<b>\$102,276.54</b>	<b>\$247,515.34</b>	<b>\$13,400.23</b>	<b>\$145,238.80</b>	
Difference of change this year to last (completed months only)	\$88,122.54	\$239,304.14	\$13,400.23	\$151,181.60	171.6%



### Total Permits

ROW		2018	2019	2020	DIFFERENCE this month to last year's month	% OF CHANGE
4	January	41	41	60	41	29.3%
5	February	31	31	0	31	
6	March	51	51	0	51	15.7%
7	April	88	88	0	88	29.5%
8	May	59	59	0	59	-42.4%
9	June	97	97	0	97	33.0%
10	July	85	85	0	85	-7.1%
11	August	88	88	0	88	23.9%
12	September	69	69	0	69	18.8%
13	October	93	93	0	93	21.5%
14	November	85	85	0	85	41.2%
15	December	61	61	0	61	37.7%
16						
17	<b>YTD Totals</b>	689	848	60	136	23.1%
18	Difference of changes this year to last year (Completed months only)	651	787	60	136	20.9%

**Property Maintenance**

<p>CN – Courtesy Notice          NOV – Violation Notice          COMPLAINT – Summons filed with Court</p>
---

Location		Complaint Type	Date of Complaint	Notifications Issued	Status
1	Beacon	Housing Violation	12/21/19	CN, NOV	COMPLETED
158	Blackwater Rd.	Trash	4/3/19	CN	COMPLETED
102	Green	Trash	1/14/20	CN	COMPLETED
48	Green	Trash	1/3/20	CN	COMPLETED
62	Green	Trash	1/6/20	CN, NOV	COMPLETED
15-17	Grove	MPV	2/11/19	CN, NOV, COMPLAINT	COMPLETED
63	High	Illegal Sign	1/16/20	CN	COMPLETED
230	High	Zoning Violation	12/10/19	CN, NOV	COMPLETED
25	High	MPV	10/1/19	CN, NOV, COMPLAINT	COMPLETED
12-16	Highland	Trash	1/14/20	CN	COMPLETED
41-43	Franklin	MPV	6/18/19	CN, NOV, COMPLAINT	COMPLETED
14	Indigo Hill	Trash	12/20/19	CN	COMPLETED
101	Indigo Hill Rd	Trash	1/8/20	CN	COMPLETED
320	Main	Trash	1/14/20	CN	COMPLETED
103	Rocky Hill Rd	Trash	1/14/20	CN	COMPLETED
6	Union	Trash	1/14/20	CN	COMPLETED
10	Ben-Rich	Zoning Violation	2/4/20	NOV	PENDING
37	Franklin	MPV	7/1/19	CN, NOV	PENDING
28	Green	MPV	7/9/19	CN, NOV, COMPLAINT	PENDING
117	Green	Trash	1/8/20	CN	PENDING
28	Green	Contract/IPMC Violation	9/25/2019	CN, NOV, COMPLAINT	PENDING
48	Green	Housing Violation	10/10/19	CN, NOV, COMPLAINT	PENDING
7-9	Green	Trash	2/5/20	CN	PENDING
15	Grove	MPV	11/4/2019	CN, NOV	PENDING
18	Grove	Vehicle	1/31/20	CN	PENDING
254	High	Protective treatments	5/16/19	CN, NOV	PENDING



34	Lil-Nor Ave	Zoning Violation	12/18/2019	CN, NOV	PENDING
50	Main	Housing Violation	11/21/19	CN	PENDING
283	Main	Trash	1/30/20	CN	PENDING
192	Main	Housing Violation	1/8/20	CN	PENDING
29	Maple	HDC Violation	1/22/20	CN	PENDING
79	Prospect	Protective treatments	3/12/18	CN	PENDING
422	Rt. 108	Zoning Violation	1/14/2020	CN, NOV	PENDING

**PLEASE NOTE** – All matters shown as “Completed” were active matters which were closed in the month of January 2020 due to violations being brought into compliance. All matters shown as “Pending” are current, active matters, all of which were initiated in the month of January 2020.

- In the month of January, 2020, sixteen (16) open matters became compliant and were closed.
- In January 2020, the Code Compliance Office issued:
  - Fourteen (14) Courtesy Notices; and
  - Six (6) Violation Notices.

#### COURT MATTERS

- **15-17 Grove St.** - A Case Status Hearing was conducted on 10/28/19. As of that date, the HDC approved work was still incomplete. Per a court-filed Agreement executed in the summer of 2019, all work was to have been completed by September of 2019. As a result of breaching the Agreement and the absence of mitigation factors explaining the incompleteness, the City moved to impose the remainder of the suspended civil penalty. The court has yet to rule on this motion.
  - Following the hearing, work was completed on 15-17 Grove, however, the work, specifically the hand-railings, are not to code, and the property owner will thus have to make appropriate repairs.
  - Due to breach of the Agreement, the Court ordered the defendant to remit payment of \$900.00.
- **15-17 Grove St.** – An old case from 2018 was closed out. Defendant still owes the City a \$650.00 fine.
- **21 Grove St.** – An old case from 2018 was closed out. Defendant owes the City a balance of \$150.00.

- **21 Grove St.** – A separate old case from the one detailed directly above, from 2018 was closed out. Defendant owes the City an additional balance of \$150.00.
- **48 Green St.** – Arraignment was held on January 27. Defendant was unwilling to negotiate and reach a reasonable agreement. Therefore, a trial date has been docketed for March 23, 2020.
- **25 High St.** – An agreement was made on January 27, 2019. The defendant will repair the rotted wooded canopy and loose wires on the building by March 1, 2020.
- **41-43 Franklin St.** – An agreement was made on January 27, 2019. The defendant has already applied for requisite permits to begin work on the property. Half of the work will be completed by the end of March 2020. The remaining, more extensive work, will be completed by June 1, 2020, with construction starting no later than April 1, 2020.

## **Land Use Boards:**

### **Conservation Commission January 2020:**

The Conservation Commission did not meet during January.

### **Historic District Commission January 2020:**

During the meeting the Commission reviewed the following:

- Green Rock Investments, LLC, 14 Mt. Vernon Street, in the Historic Moderate Density (HMD) District, Assessor's Map 10 Lot 139, HDC#47-2019. Application to install new siding was **denied.**
- Somedowntown LLC, 11-13 Highland Street in the Historic Moderate Density (HMD) District, Assessor's Map 11 Lot 57, HDC#03-2020. Application to re-side with Hardyboard was **approved.**
- Brian R. & Mary Jane Barrington, 39 Noble Street, in the Residential Single Family/A with a Historic Overlay (R1AH) District, Assessor's Map 11 Lot 01, HDC#48-2019. Application to re-shingle the siding of the carriage house was **approved.**
- Norman Menard, 7 Maple Street, in the Historic Moderate Density (HMD) District, Assessor's Map 11 Lot 116, HDC#01-2020. Application to remove a chimney was **approved.**

### **'Planning Board January 2020:**

The Planning Board reviewed the following:



- Reddy Info Sys Inc., 66-70 High Street, in the Business with Historic Overlay (BH) District, Assessor's Map 11 Lot 215, SITE#18-2019. Application to add two (2) residential units in the basement of a mixed use building was **tabled**.
- SNTG, LLC (Green Collar Laundry), 472 High Street, in the Residential Commercial (RC) District, Assessor's Map 40 Lots 4-A & 4-B, SITE#19-2019. Application to add a 4,500 sq. ft. commercial building and associated parking and infrastructure to the existing commercial with waivers was **tabled**.

#### **Site Review Technical Committee January 2020:**

- Reddy Info Sys Inc., is seeking site plan approval to add two (2) residential units in the basement of a mixed use building on a property located at 66-70 High Street, in the Business with Historic Overlay (BH) District, Assessor's Map 11 Lot 215, SITE#18-2019

#### **Zoning Board January 2020:**

The Zoning Board reviewed the following:

- Home Made by Rivka, Rivka Rowe, 95 W. High Street, in the Residential/Single Family (R1) District, Assessor's map 25 Lot 72, ZBA#18-2019. Application for a variance from Section 8.F.5 of the Zoning Ordinance to allow additional signage for a home occupation was **approved**.
- Velcro USA, 300 Route 108, in the Commercial Industrial (CI) District, Assessor's Map 47 Lot 01, ZBA#23-2019. Application for a variance from Section 20.D.4 to allow a changeable copy sign a) greater than 12 sq. ft. b) with a message center greater than 1/3 of the total sign area was **denied**. Applicant granted **approved** to install a sign within the 10' sign setback.
- Lisciotti Development, 442 & 444 High Street, in the Residential/Commercial and Residential Single Family (R/C & R-1) District, Assessor's Map 38 Lots 3, 3A & 4, ZBA#27-2019. Application for a special exception to allow a motor vehicle repair garage/station use on a property located in the R/C district was **approved**.
- Lisciotti Development, 442 & 444 High Street, in the Residential/Commercial and Residential Single Family (R/C & R-1) District, Assessor's Map 38 Lots 3, 3A & 4, ZBA#25-2019. Application for a variance from Table 5.A.1 to allow a commercial use on a lot below the minimum lot size for the R/C District **approved**.
- Lisciotti Development, 442 & 444 High Street, in the Residential/Commercial and Residential Single Family (R/C & R-1) District, Assessor's Map 38 Lots 3, 3A & 4, ZBA#26-2019. Application for a variance from Table 5.A.1 to allow a building 25' into the 50' front setback was **approved for 25' encroachment**.
- Lisciotti Development, 442 & 444 High Street, in the Residential/Commercial and Residential Single Family (R/C & R-1) District, Assessor's Map 38 Lots 3, 3A & 4, ZBA#28-2019. Application for a variance from Table 4.A.5 to allow an accessory trash and inventory storage building associated with a motor vehicle repair garage in the R1 zoned portion of the lot was **approved**.

## Economic Development – January 2020

- **Upcoming Roundtables:**
  - Regional Economic Development Roundtable: 2-6-20 @ noon
  - Downtown Roundtable: 2-12-20 @ 8:30
  - BIBED (Bankers-Investors- Brokers & E.D.): 4-16-2 @ 8:30
- **Vacant Space Sold or Leased: New Tenants Secured and /or in Process**
  - ✓ "Total Breakdown" at former Gathering Place on High Street
  - ✓ "Gravy" at former Burgers on Main, 2 Main St.
  - ✓ "Speed of Sound" at former NH Liquor Store in the Plaza
  - ✓ "Pet Supplies" at former Dress Barn [Tri City Plaza]
  - ✓ "The Vacuum Boutique" at former Vision Master, 222 Rte 108
- **Tenant Prospects: Business – Exploring [considering] Somersworth**
  - ✓ New Location for local Vet
  - ✓ Cards and Gifts Store
  - ✓ Gourmet Popcorn Concessions
  - ✓ New England Donuts
  - ✓ Antique Watch Store at former Police Station
  - ✓ Fireworks Store
- **Miscellaneous Business-Related Activity**
  - ✓ ERZ deadline – 150 Letters dropped off, five known Applicants
  - ✓ VFW front façade garden improvement project
  - ✓ Plaza RFP/Bid – Deadline January 16: No responses
  - ✓ Outside Features Ordinance Proposal prepared & in DRAFT
  - ✓ Created Somersworth Master (merged) Festival & Events Calendar
  - ✓ Created 2017-2019 new Business Master List
  - ✓ Participated in Chamber "Downtown Listening Session"
  - ✓ Obtained 10 gift donations for Volunteer Appreciation event
  - ✓ Downtown Roundtable Projects: Downtown "Kids Art Path"
- **Marketing and Brand Identity**
  - ✓ Exploring printing cost for new pocket folders and marketing inserts
  - ✓ Exploring printing cost for new Somersworth marketing Drop Card
- **Community Advocacy**
  - ✓ Monthly: Seacoast Region - Economic Development Roundtable
  - ✓ Quarterly: Great Falls Economic Development Corporation - BOD
  - ✓ Quarterly: Skyhaven Airport – BOD & Marketing Committee

## **Parks and Recreation – January 2020**

- Rec Basketball concluded on Saturday, January 18<sup>th</sup>. The program ran for 8 sessions utilizing both the Middle School and Idlehurst Elementary School gymnasiums. This year we had 93 children in grades 1-6 participating in the program.
- Biddy Basketball is slated to begin on Saturday, Feb. 1<sup>st</sup> and will run for 6 sessions total. This program is for children ages 3-6 and is run by parent volunteers and the Rec Supervisor. The goal of this program is to introduce the basic fundamentals of basketball through a series of fun games and drills. We currently have 15 children ages 3-4 and 12 children ages 5-6 that will be participating in the program this year. Players receive a t-shirt week 1.
- Our annual Father/Daughter Valentine's Dance is scheduled for Thursday, February 13<sup>th</sup> 6:30-8:30 p.m. at Idlehurst Elementary School Caf . Tickets are now on sale through Tuesday, Feb. 11<sup>th</sup> at the Recreation Office. Tickets are \$25 per couple in advance or \$30 per couple at the door. There's no extra charge to bring additional daughters. This dance is open to girls in grades K-6 and their dads, grandfathers, uncles, etc. The ticket cost includes the DJ and professional photo booth.
- Staff are working on the details for the new Senior Luau Party that will take place on Monday, March 9<sup>th</sup> 4:00-5:00 p.m. at the Flanagan Center Gym. This exciting new event will be co-hosted by Somersworth Recreation and the Somersworth Youth Connection program. Students from SYC will be bused to the gym for an afternoon of playing fun beach themed games with the seniors. Sample activities will include beach volleyball (played in chairs or standing), sack races, hot coconut, and beach crossword/word searches. We'll also have light refreshments to fit our luau theme along with fun decorations, music, raffle prizes, door gifts, and so much more! This is a free event but we do ask seniors to RSVP so we can plan for this first-time event.
- Staff are currently working to update all of the summer camp information and we will be opening registration for residents on March 2<sup>nd</sup> and non-residents will open April 2<sup>nd</sup>.



## MEMORANDUM from Director Public Works & Utilities

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

**DATE:** February 11, 2020

**SUBJECT:** Public Works Department Monthly Report for January, 2020 – February, 2020

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

---

### **DIRECTOR'S COMMENTS**

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

- The Department responded to several snow storm events during this reporting period.
- Staff continued to work on the FY21 Budget submittal, prepared responses to City Manager questions.
- Attended a meeting on the draft Great Bay Total Nitrogen General Permit; staff began to learn more about the General Permit and its short- and long-term impacts on Plant operations and compliance. Will be working with Wright Pierce team to ensure that projected Plant upgrades continue to allow the Plant to be in compliance with EPA.
- Gave testimony on HB1111 to the Legislative Municipal and County Government Committee at the State House. Was joined by Councilor Vincent and Councilor Witham; the bill was co-sponsored by State Representative Gerri Cannon. The bill deals with the removal and replacement of telephone and electric utility poles within City right of way. The bills aim is to define time frames and other conditions for when contractors and utilities must remove the former pole
- Attended the annual NEWEA Conference (New England Water Environment Association) in Boston in late January. The WWTF and staff were recognized with a top energy efficiency award for Plant operations during the annual awards lunch. The award is a tribute to the staff who run the WWTF on a daily basis.
- Responded to damaged light poles and damaged pavilion roof at Millennium Park from a downed overhead light. The Department is working the Recreation staff on details for the insurance adjuster and for future access. The light pole appeared to have fallen over based on age and wear of the light pole base. Staff is conducting additional assessments of the Poles to determine their longevity as well.
- Staff conducted a test of the new Dover-Somersworth water inter-connection main which resulted in performance that was expected from both communities.
- Participated in the Strafford Regional Planning Commission, goal setting session.
- Working with water staff on monitoring water mains for leak detection, located and responded to 2 water main breaks on City streets.
- Began preparations for assuming maintenance responsibilities for the parks during this spring and in FY 21.
- Participated in selection process for hiring professional engineering firms to assess the Hamilton Street water tank and determine the water well production of dormant wells known as the "Rocky Hill Road Wells".

### **HIGHWAY DIVISION**

#### **Operations/Maintenance:**

- Performed monthly metal collections.

- Performed maintenance and repairs to city equipment.
- Performed pothole patching city wide.
- Repaired dirt roads around the city.
- Performed city trash collection at receptacles, and city buildings.
- Filled sand barrels for schools following winter events.
- Washed and greased equipment after winter events.
- Temporarily patched multiple sections of sidewalk on Washington St until Spring when we can make permanent repair.
- Performed yearly Christmas Tree collection curb side.
- Burned the Malley Farm to discard collected Christmas trees.
- Began moving compost at Malley Farm in preparation for the season.
- Performed season cut back of green spaces downtown.
- Responded to 7 winter events.
- Performed 2 Snow Removals: 1 full load out; 1 just piles in parking spaces.
- Replaced lights in the PD foyer.
- Changed out numerous ceiling tiles at City Hall.

#### **Recreation:**

- Caution Taped off a light pole that fell onto the pavilion in Millennium Park.
- Caution taped around a pole that is leaning in left field at Millennium Park.
- Closed the park with do not enter signs to keep residents out while hazards are present.

#### **Water Distribution Support:**

- Assisted with 2 water breaks, located at 4 Rita Road and 107 Indigo Hill Road.

#### **Sewer Collections Maintenance:**

- Responded to multiple sewer back-ups.
- 208 Maple St. cleaned lines and camera lines with help from the City of Dover. Community Services on Guy St and found no problems on the City side.
- 51 West High St (SAU) found a blockage of grease. Which was cleared and flow was returned.
- 79 Maple St found to be backed up. Cleared blockage of rags and restored service.
- Received 17 Digsafe requests.
- Had a manhole cover made to replace an old broken man hole that will be installed in the spring.

### **WASTEWATER DIVISION**

#### **Operations/Maintenance:**

- Operating under the (A2O) process which is used during our winter seasonal limits. This process focuses primarily on Biochemical Oxygen Demand & Total Suspended Solids. The winter season runs from Oct 1<sup>st</sup> thru April 30<sup>th</sup>.
- Received the draft "Great Bay Total Nitrogen General Permit" issued by the U.S. EPA. This permit focuses on limiting total nitrogen and is proposed to be issued to twelve communities along great Bay which includes Somersworth. The City is in a 60-day public comment period with a public hearing on the matter scheduled for February, 19<sup>th</sup>, 2020. Public comments must be received to EPA no later than March 9<sup>th</sup>, 2020.
- Power-Up generator conducted scheduled preventative maintenance on the WWTF generator. Two new batteries were recommended.
- Treated a total of 4,750 gallons of septage from residents not on city sewer.

#### **Compliance:**

- Preparing monthly reports to US-EPA and NH-DES.
- Reported no permit exceedances for the month of January.

- Submitted annual septage report for the 2019 reporting year.
- Treated a total of 59-million gallons of wastewater during the month.

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

- Drafted a memo regarding current and forecasted influent BOD loadings from industrial, commercial and domestic users. Data will be used to forecast overall loadings to the WWTF.
- Staff is currently reviewing all SIU reporting documents in preparation for the annual IPP report to both NH-DES & U.S.-EPA.

#### **Capital Improvements Plan (CIP) Items:**

- WWTF upgrade – Hosted a non-mandatory pre-bid meeting at the WWTF on January 21<sup>st</sup> at 10am. This meeting was met with a large turn-out of bidders which means we may receive very competitive bids. An extension was requested and granted regarding the bid opening date. The new date has been extended 7-days which is now scheduled at 2pm February 14<sup>th</sup> at city hall.

### **WATER DIVISION**

#### ***Items completed this month:***

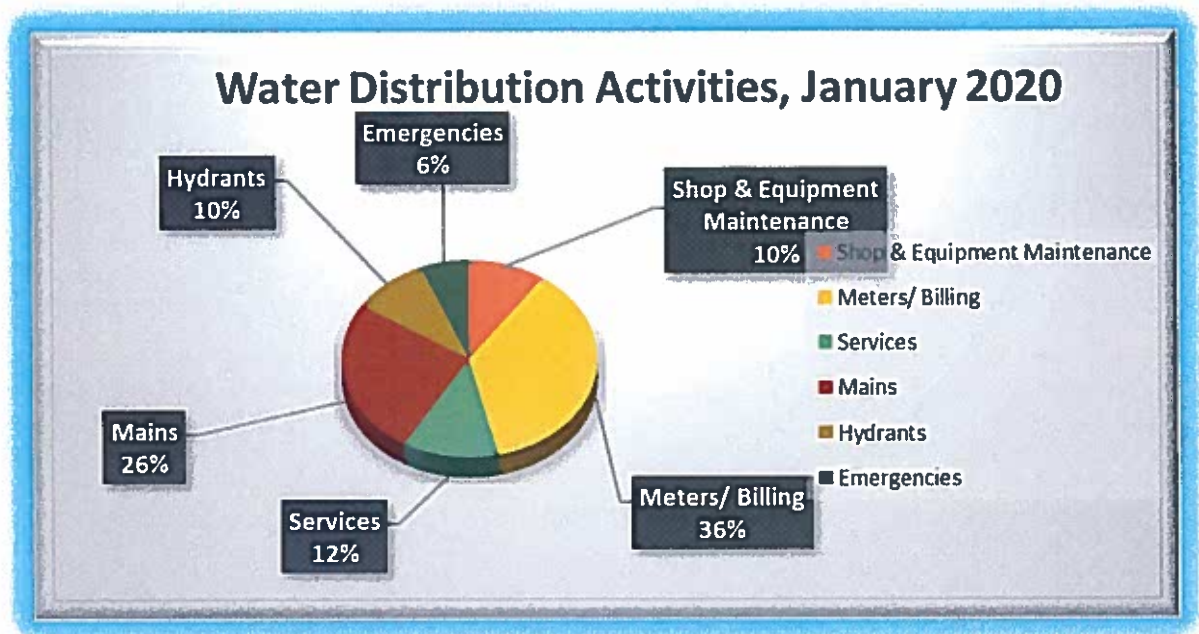
- Treatment operators processed over 35 million gallons of water in January.

### **ENGINEERING DIVISION**

- Participated in interviews for the water storage and wellfield RFP responses.
- City Hall maintenance – drained cooling tower, directed an HVAC service call for failed heater.
- Submitted an updated grant application to NHDES for the water storage project.
- Coordinated upcoming utility work related to the summer 2020 Route 108 resurfacing.
- Participated in a live test of the Somersworth-Dover drinking water interconnection.
- Updated GIS maps of the water, stormwater drainage, and sewer systems in the downtown and Willand Pond areas.
- Attended the WWTF pre-bid meeting.
- Worked with other division heads and the Director in upgrading our asset management software to restore email functionality.
- Met with the Chief Wastewater Plant Operator and Director on options for reducing WWTF BOD loads and addressing industrial/commercial pre-treatment standards.

### **WATER DISTRIBUTION**

- Water Distribution operators completed over 70 work orders and service requests in the month of January 2020.
- Operators focused mostly on leak survey activities.
- Operators also responded to several emergencies including digsafes, frozen/burst pipes and two water main breaks (one on River Road and another on Rita Road).





*Somersworth Police Department*  
*12 Lilac Lane*  
*Somersworth, NH 03878*  
*Business: (603) 692-3131 Fax: (603) 692-2111*

David B. Kretschmar  
Chief of Police

## MEMORANDUM

Memo To: Bob Belmore, City Manager  
From: David Kretschmar, Chief of Police  
Date: February 4, 2020  
Subject: Monthly Report – Month of January 2020

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Bob:

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

### COMMUNITY POLICING:

- Members of the Department took on the New England Patriots Alumni in a basketball game to raise funds for Somersworth Police Association on Saturday, January 25<sup>th</sup>. Although the Somersworth Police Association gave a valiant performance, the New England Patriots Alumni won the game.



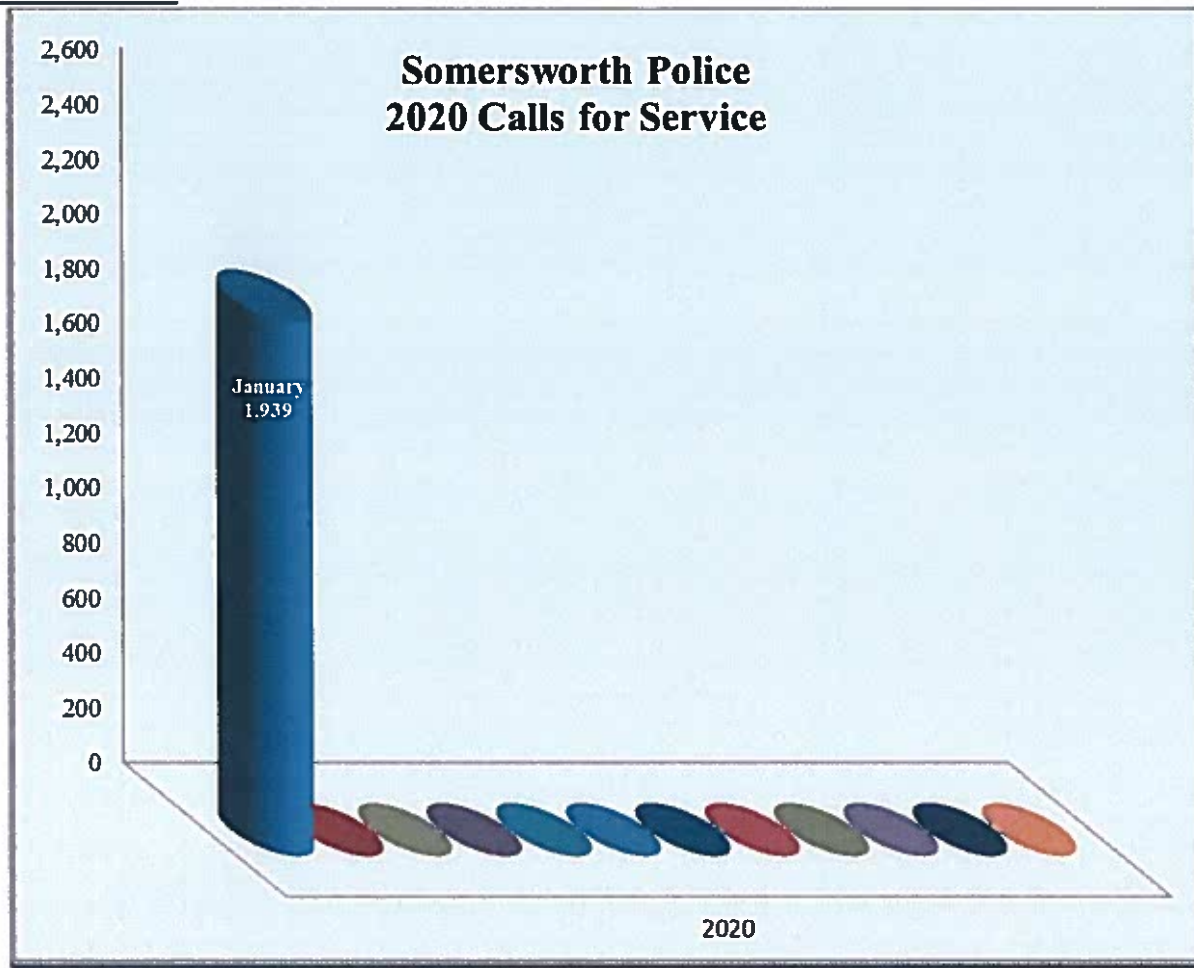
- K9 Bravo will receive a bullet and stab protective vest thanks to a charitable donation from non-profit organization Vested Interest in K9s, Inc. K9 Bravo's vest is sponsored by a fundraiser hosted by the Piscataqua Obedience Club. Delivery is expected within eight to ten weeks.



**PERSONNEL/TRAINING:**

- A new addition to the compliment, Officer Scott Corliss will be sworn in February 10<sup>th</sup> and attend the police academy in May.
- Officer Deschenes and K9 Bravo have been attending a training in at the Boston Police Academy for K9 Narcotic Detection. We expect Bravo to be fully certified for narcotic detection on 2/14/20.
- Officers received recertification in Intoxilyzer 9000 Operator.

## STATISTICS:



Month	2020	2019	2018
January	1,939	1,976	2,085
Feb	0	1,796	1,878
March	0	2,145	2,215
April	0	2,285	2,452
May	0	2,053	2,409
June	0	1,935	2,406
July	0	2,048	2,174
August	0	1,943	2,238
Sept	0	2,020	2,263
Oct	0	1,906	2,123
Nov	0	1,860	2,055
Dec	0	1,995	1,936
<b>TOTAL</b>	<b>1,939</b>	<b>23,962</b>	<b>26,234</b>



# City of Somersworth

## Fire Department

195 Maple Street – Somersworth, NH 03878-1594



**Keith E. Hoyle**  
Fire Chief & Emergency Management Director  
[khoyle@somersworth.com](mailto:khoyle@somersworth.com)

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

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### JANUARY 2020 MONTHLY REPORT

#### EMERGENCY ACTIVITIES

Building Fires:	7
Vehicle Fires:	0
Outside Fires:	0
Emergency Medical:	54
Motor Vehicle Crash:	11
Malfunction/false alarm:	10
Accidental/public service:	24
Hazardous Condition:	3
Hazardous Materials:	7

#### NON-EMERGENCY ACTIVITIES

Burning Permits:	30
Fireworks Permits:	2
Oil Burner Permits:	2
Place of Assembly Permits:	1
Fire Safety Inspections:	10
Fire Drills:	4

#### CALLS FOR SERVICE

- We responded to 20 fewer emergency calls this January (116) than in January 2019 – a decrease of 15%.
- We responded to mutual aid fires in Dover, Milton and in Maine to Berwick (2) and Lebanon.
- Apartment fire in Building 1 – Unit 14 at Tara Meadows
- Stewarts Ambulance continues to provide excellent EMS services with an average response time of 4 minutes 57 seconds.

#### PLANNING/PROJECTS/GRANTS

- Port One Architects from Portsmouth presented their concept for a new fire station with a preliminary designs and cost estimate of \$7.6 million. City Council Committees now are discussing the project.

- NH Homeland Security has submitted our preliminary request for emergency generator for the Hilltop School project to power the police/fire transmitter to FEMA's "Historical District" division to ensure the location of the cement pad for the generator will not disturb historical ground. Once that hurdle is cleared, HSEM will forward us an official application so we can apply for the grant to fully fund the \$8900 cost.
- Brush truck bid accepted by the Finance Committee to eastern Fire Apparatus from Milton. The vehicle should be ready for brush fire season in April.
- City staff developed a "Warming Center" policy and Permit process. Holy Trinity church applied for; was granted; and carried out the first "Warming Center" shelter in the city on January 29<sup>th</sup>. There were 28 patrons overnight.
- FY21 preliminary budget submitted.
- Attended pre-construction meeting for the former FairPoint building.

### **TRAINING/MEETINGS**

- We continue to train 4 new career firefighters on shift.
- Career firefighters are receiving CPR refresher training on shift.
- Three new call firefighters continued FF I/II training in North Berwick.
- Three call firefighters resigned for personal or operational reasons.
- Attended SRTC and Seacoast Fire Chiefs meetings.

### **COMMUNITY SERVICE**

- Department attended City Council, Mayor and School Committee inauguration ceremony.

Respectfully Submitted:  
Keith E. Hoyle, Fire Chief/EMD