

*Office of the City Manager*

TO: Mayor Dana S. Hilliard and City Council Members  
FROM: Robert M. Belmore, City Manager  
DATE: Friday, February 4, 2022  
SUBJECT: City Manager's Report for Monday, February 7, 2022 City Council Meeting

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*6:00 p.m. Council Workshop*

*Re: Joint Meeting with the School Board regarding the Fiscal Year 2023 Budget Development*

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*Unfinished Business (under Section 14 of Agenda)*

Ordinance

- A. **Ordinance No. 6-22:** Supplemental Appropriation for the City's Share of a Grant Match for the Purchase of Police Department Body-Worn Cameras. Again, the Finance Committee voted to support this Supplemental Appropriation.

Resolution

- A. **Resolution No. 20-22:** To Notify the City Tax Collector that the City Council Shall Not Accept a Tax Deed on Certain Properties Subject to an Unredeemed Tax Lien. Again, the Finance voted to support Resolution No. 20-22 & Resolution No. 21-22 to the full Council.
- B. **Resolution No. 21-22:** To Notify the City Tax Collector that the City Council Shall Not Accept a Tax Deed on Properties Located on Wexford Lane and Blackwater Road Subject to an Unredeemed Tax Lien. Again, the recommendation of 'not to accept' is based on the land containing buried debris; i.e., potential contamination clean-up costs.

*New Business (under Section 15 of Agenda)*

Ordinance

- A. **Ordinance No. 7-22:** To Amend Chapter 4, Personnel Rules & Regulations, Section 7.3 Holidays. The Government Operations Committee met on January 24<sup>th</sup> and voted to support this Ordinance by adding Juneteenth Day (June 19) to the present list of Holiday's for non-union personnel. Attached is a *red-line* version of the Ordinance with changes.

## Other

- A. **Vote to Adopt the City of Somersworth Updated Hazardous Mitigation Plan of 2021.** City Council needs to consider a vote on adopting this Updated Hazardous Mitigation Plan of 2021. SRPC will then coordinate with FEMA for final approval. I have attached a Memorandum from Fire Chief George Kramlinger that shows the process that was followed to update this Plan. Also, the Updated Plan has been added to your google dropbox.

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

### **Informational Items**

1. **City Parks/Ballfields Advertising Program.** Attached is an excerpt from City Ordinance, Ch. 30 regarding Conduct in Public Parks. The City Council had amended the Ordinance to allow the City Manager to develop an Advertising Sign Program. After discussions and review by the Recreation Committee, I issued the attached Administrative Regulation to set up a fee structure as well as certain standards and protocols. I have also attached a “*draft*” Lease & Maintenance Agreement in regards to the Little League continuing to operate on the former National Guard property that the City now owns. After reviews with both the Recreation Committee and the National Guard Building Reuse Commission, I intend to exempt the Little League from complying with this Administrative Regulation.

I was recently contacted by a Babe Ruth League representative to consider modifying this Advertising Program Administrative Regulation so that they, along with Somersworth High School Baseball Boosters, could begin a fundraising advertising program with more autonomy similar to the Little League (see attached). Without objection, I will finalize the Little League Agreement and inform the Babe Ruth League (Somersworth High School Baseball Boosters) that I will modify the City's oversight and involvement of their Advertising Signage Fundraising Program similar to the Little League.

2. **FY2022-2023 Geosyntec Contract Amendment for the Somersworth 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 22/23. 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. 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 Workshops & Special Meetings.**

- Tuesday, February 22 at 6:00 p.m. – Solar Array Presentation
- Monday, March 7 at 6:00 p.m. – Sidewalk Improvement Plan Presentation
- Saturday, March 12 at 8:30 a.m. – Goal Setting Session
- Saturday, April 2 at 8:30 a.m. – Community Support Organizations & City Budget Review
- Monday, April 4 at 6:00 p.m. – City Manager presents FY2023 Budget & Budget PH at 7:00 p.m.
- Monday, April 11 at 6:00 p.m. – Special City Council Budget Meeting

### **Attachments**

1. **City Attorney Certifications One (1)**



## WHAT IS SRPC?

### **Strafford Regional Planning Commission**

Operating as a political subdivision of the state, regional planning commissions serve in an advisory role to local governments and organizations in accordance with RSA 36: 45-58. Mandated functions include the creation and maintenance of a regional master plan, regional housing needs assessment, and reviews of projects of regional impact, in addition to the provision of technical assistance to municipalities in each respective planning region. SRPC serves 18 municipalities in the Strafford region and is governed by Commissioners who are appointed by their respective municipal governments. Municipalities pay dues to support the operation of SRPC, and in turn are entitled to the technical expertise and planning support of the SRPC staff. SRPC is supported by funding from the New Hampshire Department of Transportation, the New Hampshire Office of Energy & Planning, and other federal, state and private grant funding sources.

### **Stafford Metropolitan Planning Organization**

A Metropolitan Planning Organization (MPO) is a federally designated organization that functions as a transportation policy decision-making body in urbanized areas of 50,000+ population. One of four MPOs in the state, Strafford MPO supports regional transportation planning in a number of ways. Strafford MPO maintains the metropolitan transportation plan (MTP), a long-range policy document describing improvements to all modes of the regional transportation system; develops and maintains the Transportation Improvement Program (TIP), a document that tracks ongoing projects and federal funding in the region; ensures compliance with air quality requirements; and ensures local planning priorities are represented at the state level. The MPO is a working partner with NHDOT in developing the state Ten Year Plan, and it strives to engage the public in transportation planning in a transparent, open process.

### **Strafford Economic Development District**

An Economic Development District (EDD) is a federally designated organization charged with the maintenance and implementation of a regional Comprehensive Economic Development Strategy (CEDS). Strafford EDD's CEDS outlines a regional strategy for economic development and prosperity. Strafford EDD is tasked with completing annual updates to the CEDS, with completing a comprehensive update every five years, and with providing communities with technical assistance to promote economic development in the region.

For more information please visit our website at where you can find a copy of our annual reports highlighting current and recently completed projects (<http://strafford.org/about/who-we-are/>).

#### **STRAFFORD REGIONAL PLANNING COMMISSION**

150 Wakefield Street, Suite 12, Rochester, NH 03867

Barrington | Brookfield | Dover | Durham | Farmington | Lee | Madbury | Middleton | Milton | New Durham  
Newmarket | Northwood | Nottingham | Rochester | Rollinsford | Somersworth | Strafford | Wakefield



# 2023 - 2032 Ten Year Plan

Pending Approval

1/12/2022

## DOVER - SOMERSWORTH - ROCHESTER (29604)

Route/Road NH 108

Category INDIVIDUAL PROJECTS

Scope NH RTE 108 - COMPLETE STREETS CONSISTENT  
WITH IMPROVEMENTS UNDER U-3 ALTERNATIVE

Strategy TIER 2

| Phase        | Year | Funding                 | Program      |
|--------------|------|-------------------------|--------------|
| Right of Way | 2023 | 1,485,000               | None-Highway |
| Construction | 2024 | 4,561,352               | None-Highway |
| Construction | 2025 | 13,559,245              | None-Highway |
| Construction | 2026 | 6,796,533               | None-Highway |
| Total        |      | \$26,402,130            |              |
|              |      | Previous Funding        | \$3,687,750  |
|              |      | Current TYP Funding     | \$26,402,130 |
|              |      | Future Funding Required | \$0          |
|              |      | Total Project Cost      | \$30,089,880 |

Comments None

## DOVER - SOMERSWORTH - ROCHESTER (40599)

Route/Road NH 16 (SPAULDING TURNPIKE)

Category INDIVIDUAL PROJECTS

Scope FEASIBILITY STUDY UPDATE&INVESTIGATE REG  
CONNECTION IMPRVMENTS IN TRI-CITY  
AREA(SPAULDING TPK EX.10)

Strategy TIER 1

| Phase                   | Year | Funding                 | Program       |
|-------------------------|------|-------------------------|---------------|
| Preliminary Engineering | 2024 | 914,105                 | TPK *         |
| Preliminary Engineering | 2024 | 1,000,000               | Other Fed Aid |
| Total                   |      | \$1,914,105             |               |
|                         |      | Previous Funding        | \$0           |
|                         |      | Current TYP Funding     | \$1,914,105   |
|                         |      | Future Funding Required | \$0           |
|                         |      | Total Project Cost      | \$1,914,105   |

Comments None



# 2023 - 2032 Ten Year Plan

Pending Approval

1/12/2022

## SHELBURNE (42599)

Route/Road US 2

Category INDIVIDUAL PROJECTS

Scope CULVERT UPGRADES

Strategy TIER 2

| Phase                   | Year | Funding     | Program     |
|-------------------------|------|-------------|-------------|
| Preliminary Engineering | 2025 | 418,254     | None-Other  |
| Right of Way            | 2027 | 126,287     | None-Other  |
| Construction            | 2029 | 1,935,140   | None-Other  |
| Total                   |      | \$2,479,681 |             |
| Previous Funding        |      |             | \$0         |
| Current TYP Funding     |      |             | \$2,479,681 |
| Future Funding Required |      |             | \$0         |
| Total Project Cost      |      |             | \$2,479,681 |

Comments North Country Council Commission priority project for the 2021-2030 Ten Year Plan

## SOMERSWORTH (40646)

Route/Road NH 9 (HIGH STREET), BLACKWATER RD, INDIGO HILL RD

Category INDIVIDUAL PROJECTS

Scope INTERSECTION SAFETY IMPROVEMENTS; NH ROUTE 9, BLACKWATER ROAD, INDIGO HILL ROAD

Strategy TIER 2

| Phase                   | Year | Funding     | Program      |
|-------------------------|------|-------------|--------------|
| Preliminary Engineering | 2023 | 348,739     | None-Highway |
| Right of Way            | 2023 | 136,589     | None-Highway |
| Construction            | 2025 | 2,733,801   | None-Highway |
| Total                   |      | \$3,219,129 |              |
| Previous Funding        |      |             | \$110,000    |
| Current TYP Funding     |      |             | \$3,219,129  |
| Future Funding Required |      |             | \$0          |
| Total Project Cost      |      |             | \$3,329,129  |

Comments Strafford Regional Planning Commission priority project for the 2017-2026 Ten Year Plan

# 2023 - 2032 Ten Year Plan

Pending Approval

1/12/2022

## SOMERSWORTH (41741)

Route/Road HIGH ST (NH-9) SIGNAL IMPROVEMENTS

Category MANDATED FEDERAL

Scope SIGNAL OPTIMIZATION ON HIGH STREET / NH 9  
CORRIDOR AT 6 INTERSECTIONS

Strategy TIER 4

| Phase        | Year | Funding   | Program                 |           |
|--------------|------|-----------|-------------------------|-----------|
| Construction | 2023 | 33,924    | HSIP *                  |           |
| Construction | 2023 | 620,398   | CMAQ *                  |           |
| Total        |      | \$654,322 |                         |           |
|              |      |           | Previous Funding        | \$100,427 |
|              |      |           | Current TYP Funding     | \$654,322 |
|              |      |           | Future Funding Required | \$0       |
|              |      |           | Total Project Cost      | \$754,749 |

Comments None

## SOMERSWORTH (42627)

Route/Road HIGH STREET & WEST HIGH STREET

Category INDIVIDUAL PROJECTS

Scope PEDESTRIAN IMPROVEMENTS TO CONNECT  
SCHOOLS TO THE DOWNTOWN.

Strategy TIER 5

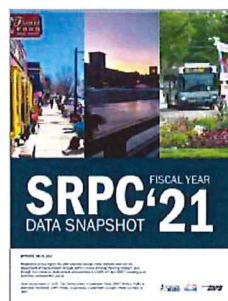
| Phase                   | Year | Funding     | Program                 |             |
|-------------------------|------|-------------|-------------------------|-------------|
| Preliminary Engineering | 2028 | 140,936     | None-Other              |             |
| Construction            | 2030 | 1,340,455   | None-Other              |             |
| Total                   |      | \$1,481,391 |                         |             |
|                         |      |             | Previous Funding        | \$0         |
|                         |      |             | Current TYP Funding     | \$1,481,391 |
|                         |      |             | Future Funding Required | \$0         |
|                         |      |             | Total Project Cost      | \$1,481,391 |

Comments Strafford Regional Planning Commission priority project for the 2021-2030 Ten Year Plan

## Data Snapshot

SRPC conducts region-wide analysis of a number of data metrics each year for different projects and plans. The Regional Data Snapshot is a new document in 2021 that contains many of these analyses in one place. The Data Snapshot covers demographics, economic vitality, livability and quality of life, mobility and accessibility, and resiliency. The Data Snapshot will be updated every year and additional metrics will be included as they are developed. In addition to the data metrics that are tracked annually, SRPC is also tracking several COVID-19 specific metrics to track the region's recovery from the pandemic in the Regional COVID-19 Data Snapshot.

### Documents



Regional Data  
Snapshot 2021



Regional COVID  
Data Snapshot –  
May 2021

### Staff



Rachel Dewey



Stephen Geis

### Future Editions

Future editions of the Data Snapshot will include the following changes:

- Expand on topics including public health, water resources, recreation, and more.
- An appendix including data tables will be available starting with the 2022 Data Snapshot.
- Interactive web maps will be added to SRPC's ArcGIS Online account.





## Promoting Outdoor Play



In spring 2020, SRPC was awarded a second NH Children's Health Foundation (NCHCF) grant to implement a program complementary to the **Pathways to Play** program. Promoting Outdoor Play! (POP!) has enabled SRPC to expand the data layer of publicly accessible recreation sites that was gathered in the Pathways to Play project, and to present this data in a more user-friendly and accessible tool for those who live, work, and play in the region, which has helped to publicize the amazing recreational resources in our region.

SRPC created a dynamic, forward-facing online resource that connects families with young children to the many recreation resources available in the region. The online platform includes photos, amenities, site details, and other information for over 300 recreational sites!

In Summer 2021, SRPC launched an extensive marketing campaign to share this resource. Partnering with the Children's Museum of New Hampshire, SRPC staff created both a digital and physical "passport program", where anyone can visit recreation sites and log their experiences. Eight sites were identified to display a POP! rubber stamp where children could stamp their passports. Raffles prizes were also distributed for those participating.

### Want to engage more?

Follow the POP! project on [Facebook](#) and [Instagram](#).

Check out the list of [winter recreation sites](#) on the POP! Online Map Viewer!

### Project Info

Funded by: NH Children's Health Foundation

Start date: July 2020

End date: June 2022

Municipalities: All

### Project Staff



Nancy O'Connor



Shayna Sylvia



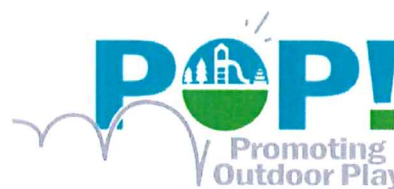
Jackson Rand



Stephen Geis

### Partners

There are no partners on this project.



## Documents



POP! Postcard

## Maps



POP! Interactive Tool



# STRAFFORD

## Regional Planning Commission

Note: SRPC is scheduled in  
Somersworth 2/22/22 to  
3/21/22

### Municipal Record Digitization

In response to the Covid-19 pandemic, the Strafford Regional Planning Commission is launching a new initiative that will provide direct technical assistance to the region's municipalities to aid with disaster recovery and preparedness. In the early months of the pandemic, SRPC staff reached out to the communities in our region to ask how we could support them in their efforts to increase efficiency and resiliency. In return, we received the request to help digitize municipal records to allow for improved resilience and effectiveness of municipal staff if required to work remotely. Through this initiative, we hope to promote organizational resiliency, increase the capability of remote work, and provide online access to records for citizens.

### Scope of Project

SRPC will carry out this project using CARES funds available to provide technical assistance support to the region's municipalities. Our team has acquired a regular and large-format scanner to digitize municipal records, including site plans, road maps, tax cards, etc. Other department materials can also be scanned, time permitting. The program will be offered at no cost to dues-paying municipalities within the SRPC region.

SRPC staff will oversee transportation and set up of the scanning equipment at each municipality, where it will remain for a period of 2 consecutive weeks. The process of scanning the documents will be carried out through the support of a staff member or intern from SRPC as well as a staff member from the municipality. The SRPC team member will be available for on-site support on weekdays during office hours. Once SRPC has provided the support to all those communities who sign up, the equipment will be made available for municipal use.

The scanners will create searchable PDFs that can be opened with any PDF viewer. SRPC will produce a short-written guide on file management best practices or will coordinate a webinar training that each municipality can view at any time. The goal is to train at least one municipal staff member per community as we won't be able to provide ongoing IT or on-site scanning support beyond September 2022.

### Project Timeline

The program will begin January 2022 and continue through September 2022. Due to the limitations of the funding source, this assistance will be a one-time offer (i.e., providing staff support to digitize records). However, the equipment will be available for municipalities to sign out so they can continue digitizing records on their own. SRPC will continue to provide transportation to and from each community as needed.

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Newmarket | Northwood | Nottingham | Rochester Rollinsford | Somersworth | Strafford | Wakefield





January 27, 2022

## SRPC Looks to Partner with Four Communities on Age-Friendly Action Plans

### SRPC NOTICE



## LET'S TAKE ACTION

SRPC, THROUGH ITS CHAT PROJECT, HAS THE CAPACITY TO PARTNER WITH FOUR LOCAL COMMUNITIES FOR ACTION PLANNING RELATED TO PROVIDING HIGH QUALITY OF LIFE FOR ALL AGES.

INTERESTED IN TAKING ACTION WITH US?  
CONTACT [NOCONNOR@STRAFFORD.ORG](mailto:nocconor@strafford.org)



## CHAT

COMMUNITIES FOR HEALTHY AGING TRANSITIONS

**PROJECT:** Communities for Healthy Aging Transitions (CHAT)

**DELIVERABLE:** Four action plans for age-friendly communities

**TIMEFRAME:** February - June 2022

**ELIGIBILITY:** Cities/Towns in the SRPC region

What does YOUR community need to support a high quality of life for all ages? SRPC wants to assist your town or city in answering this question, and plan for an aging population, by collaborating on action plans.

Through the Communities for Healthy Aging Transitions (CHAT) project, SRPC has the capacity to complete four of these actions plans, as a follow-up to the community assessments completed for each regional community.

The actions plans will include a reflection on the information flushed out in the community assessments, alongside goal setting and ideas for implementation.

Interested in taking action with us, and partnering to create one of these plans for your community? Contact equity and engagement planner, Nancy O'Connor.



#### STAFF CONTACT

Nancy O'Connor  
[nocconor@strafford.org](mailto:nocconor@strafford.org)

#### LEARN MORE

<http://strafford.org/projects/communities-for-healthy-aging-transitions/>

#### Strafford Regional Planning Commission

150 Wakefield Street, Suite 12  
Rochester, NH 03867  
[www.strafford.org](http://www.strafford.org)

Connect with us





# Community Assessment | Somersworth

# CHAT

COMMUNITIES FOR HEALTHY AGING TRANSITIONS



Draft 11.30.21 For Review and Comment

Please send comments to Nancy at [noconnor@strafford.org](mailto:noconnor@strafford.org)

## Introduction and Framework

[Communities for Healthy Aging Transitions \(CHAT\)](#) is a regional project to examine age-friendliness in Strafford County, as well as Brookfield, Wakefield, Newmarket, Nottingham and Northwood in Carroll and Rockingham counties, respectively. It is funded by the Tufts Health Plan Foundation and is in partnership with Greater Seacoast Community Health (GSCH)'s Strafford County Public Health Network (SCPHN) program.

The project mission is to engage our communities looking at and promoting diverse, equitable, inclusive, livable environments where people can grow and thrive, regardless of age.

To achieve this mission, SRPC and partners at SCPHN designed engagement activities to understand strengths and opportunities in each community, which were framed within [AARP's eight domains of livability](#) from its [Livable Communities program](#): Outdoor Spaces and Buildings, Housing, Transportation, Social Participation, Respect and Social Inclusion, Civic Participation and Employment, Communication and Information, and Health Services and Community Support.

The qualitative and quantitative information presented in this Community Assessment is framed within the eight domains of livability.



Illustrations from iStock

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## CHAT Outreach Process

SRPC and partners at SCPHN enacted a modified outreach process due to the pandemic. Most of the outreach for the CHAT project was conducted via online channels as described below.

### Community Zoom Forums

Residents from across the region were invited to participate in a series of seven municipal or subregional community Zoom forums between February and June 2021. SRPC and SCPHN held a Zoom community forum with Somersworth on June 16th, 2021.

### Survey

Launched in early 2021, the CHAT online survey was distributed through multiple regional outlets, directly to residents via Facebook postings, through the community forum, in the City's weekly newsletter and at Covid-19 vaccine clinics, and between town staff and residents. The response rate was exceptional, with engagement from 87 respondents who live, play, and work in Rochester.

### Postcard Art Activity

With the pandemic, SRPC and SCPHN brainstormed creative ways to engage people and give them a different outlet for expressing themselves. SRPC staff designed and printed postcards that prompted individuals to draw (paint, collage, etc.) or write what it means to age as you play, live or work in each community. These were distributed at various COVID-19 vaccine clinics and a variety of other locations.

### Additional Feedback

The above outreach strategies were supplemented with key informant interviews and draft community assessment reviews by community representatives.

## Community Narrative

Somersworth is part of Tri-City area along with Dover and Rochester. The population as of 2020 is 11,844. The Hilltop City is the smallest of the Tri-Cities and the smallest geographic area of the thirteen cities in New Hampshire. Somersworth became a city in 1893. Throughout the 19th century Somersworth's location on the Salmon Falls River was home to carpentry, marble, textiles, sawmills and piping industries. Although the city's population declined as it entered the 20th century, it has found new life as a diverse community and home to the Little Indonesia Community Center. Like many New England communities, Somersworth in the past, relied on one big employer. Home to General Electric for more than 70 years, the city was dubbed the "meter capital of the world." In 1964, the city boasted the highest average annual wage in the state. As the workforce at GE dwindled, from north of 3,000 to south of 300 by the time it sold the plant in 2015, the city's economic fortune followed a similar route. Today, Somersworth boasts a historic downtown surrounded by residential neighborhoods. The downtown area is the focus of many revitalization efforts and has a vibrant and diverse community. It has residents of all ages, a strong community energy, access to shopping and transportation and healthcare and an abundance of public recreation areas.

[https://healthyagingdatareports.org/wp-content/uploads/2019/01/NHCommunityProfiles/NH\\_Towncode217\\_Somersworth.pdf](https://healthyagingdatareports.org/wp-content/uploads/2019/01/NHCommunityProfiles/NH_Towncode217_Somersworth.pdf)



## Livability Principle #1 - Outdoor Spaces and Buildings

"People need public places to gather — indoors and out. Green spaces, seating and accessible buildings (elevators, zero-step entrances, staircases with railings) can be used and enjoyed by people of all ages."<sup>1</sup>

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*PLACEHOLDER for DATA and graphs*

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### Strengths

- **Character**-Somersworth has an historic downtown district with unique buildings
- **Public Library**-is a great gathering spot with a lot of resources
- **Schools all open for public use** -schools can be used for social activities and events
- **Community gym**- is a part of Somersworth Housing Association
- **Recreation options**-Somersworth has multiple parks including a dog-park, noble pines playground and ball fields, the Riverwalk, Jules Bisson park and playground and Malley Farm.

### Opportunities

- **Advertising Recreation**-Some additional advertising of the many recreation spaces would be helpful. Some rec facilities are hidden, recent goals: wayfinding signage
- **Highlight and utilize the river more** -The river is an integral part of the community and is under utilized. A paddle dock, enhancing the Riverwalk would be positive.
- **Public Gym**-Somersworth currently has no public gym, investing in a gym would provide a huge benefit to the whole community
- **ADA accessibility**. Most buildings are accessible but the library is not, the City is currently working with Place Works studio in Portsmouth to create a design plan to make it more accessible which would be helpful and allow access to more residents.

## Livability Principle #2 – Transportation

"Driving shouldn't be the only way to get around. Pedestrians need sidewalks and safe, crossable streets. Dedicated bicycle lanes benefit nondrivers and drivers alike. Public transit options can range from the large-scale (trains, buses, light rail) to the small (taxis, shuttles or ride share services)."<sup>2</sup>

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<sup>1</sup> <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

<sup>2</sup> <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

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*PLACEHOLDER for DATA and graphs*

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### Strengths

- **Transit Access**-Somersworth has access to the COAST bus and benefits from large box stores on route 9 which is on the bus route.
- **Location**-Somersworth is connected easily to other towns and cities

### Opportunities

- **Increased Transportation for elderly residents**-More elderly transportation to and from stores, hospitals, and doctor's offices would benefit the community.
- **Increased walkability**- Some sidewalks and handicap ramps need work to make the city more walkable.
- **Public Seating**-Other than downtown there aren't public benches for residents to either congregate or rest on. More public benches and seating areas would help this.
- **Public Restrooms**-Other than restaurants and public buildings there are no public restrooms. Installing additional public restrooms would help with both residents and visitors.

## Livability Principle #3 - Housing

"AARP surveys consistently find that the vast majority of older adults want to reside in their current home or community for as long as possible. Doing so *is* possible if a home is designed or modified for aging in place, or if a community has housing options that are suitable for differing incomes, ages and life stages."<sup>3</sup>

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*PLACEHOLDER for DATA and graphs*

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### Strengths

- **Varied Housing Options**-Somersworth has a good mix of available housing. It is more affordable than surrounding communities.
- **Somersworth Housing Authority** -SHA services a lot of people.
- **Senior Living Options**-There is a good variety of options for the aging population to choose from

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<sup>3</sup> <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

## Opportunities

- **Increased market rate housing**-Would like more market-rate housing, but might add to the bubble (Forum)
- **Opportunities to rehabilitate older buildings**- Somersworth has a lot of older buildings that could be rehabilitated. The city is working to bring developers into the downtown area. Increasing attention on old buildings instead of new builds may help housing. (Survey)
- **Finding new sources of revenue**-Increasingly high taxes can cost people their homes or prevent them from moving to Somersworth. Finding a way to give tax relief particularly to aging residents would benefit the community (Survey)
- **Increased housing options**-Some affordable housing geared toward the elderly would be helpful, especially in more central locations so that they could walk or take the bus to take care of needs, (Survey)
- **Over 50% of survey respondents stated that housing affordability is their main concern in staying in the community**

## Livability Principle #4 – Social Participation

“Regardless of a person’s age, loneliness is often as debilitating a health condition as having a chronic illness or disease. Sadness and isolation can be combated by having opportunities to socialize and the availability of accessible, affordable and fun social activities.”<sup>4</sup>

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*PLACEHOLDER for DATA and graphs*

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## Strengths

- **A lot of diverse community volunteers**-People are engaged in volunteering or boards and commissions, a lot more in comparison to cities of comparable size
- **Community Passion**-residents are passionate about the City the schools and Somersworth Youth Connect do a lot of volunteering and community building.
- **Good local community organizations**-Somersworth is rich with active community organizations and holds many community events every year. Examples are the:
  - Food truck festival
  - Children’s festival,
  - Pumpkin festival,
  - Indonesian festival

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<sup>4</sup> <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>



- Christmas parade
- **Public Spaces**-With Covid a lot of people walk through the cemeteries. During spring, summer and fall, more people are on the river in kayaks and canoes.

### Opportunities

- **Increased organized activities**- More focused programming and organized activities for residents of all ages would be appreciated. (survey)
- **Communications about organized activities**- increased advertising and communication about local activities could get more people involved (survey)

## Livability Principle #5 – Respect and Social Inclusion

“Everyone wants to feel valued. Intergenerational gatherings and activities are a great way for young and older people to learn from one another, honor what each has to offer and, at the same time, feel good about themselves.”<sup>5</sup>

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*PLACEHOLDER for DATA and graphs*

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### Strengths

- **Diverse Population**-Somersworth has a large Indonesian population that have become very engaged in the community. The first “Little Indonesia” welcoming center and storefront was opened in 2020. (Forum)
- **LGBTQ+ Population**-The City is recognized as a leader in inclusion for this population and the mayor and many council people are included in this population. (survey)
- **Community Celebrations**-There are many organized community celebrations year-round. Some of these are the Indonesian Festival and Flag raising for Pride month. (forum)

### Opportunities

- **Increase Communication about Diverse Events**- More visibility and communication about community events shared with a greater population would increase inclusion and participation for all community members.

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<sup>5</sup> <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

- **Utilize Existing Community Groups to Share Information-** There are already existing community groups and networks that can be used to share information and highlight opportunities for community engagement. (forum)

## Livability Principle #6 – Work and Civic Engagement

“Why does work need to be an all or nothing experience? An age-friendly community encourages older people to be actively engaged in community life and has opportunities for residents to work for pay or volunteer their skills.”<sup>6</sup>

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*PLACEHOLDER for DATA and graphs*

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### Strengths

- **Good Location-**Somerset is well located to afford residents a wealth of employment opportunities. It is close to the seacoast, has a number of major employers such as Velcro, Marketbasket, Walmart, regional hospitals, and allows for workers to travel to Boston easily. (Survey)
- **Great Community-**There is a close community that looks out for one another. It is family friendly and there a lot of community volunteers, both young and older. (Forum)
- **School Community-** Many survey respondents mentioned the school system and community around schools as reasons for choosing Somerset as a place to live. (survey)

### Opportunities

- TBD

## Livability Principle #7 Communication and Information

“We now communicate in ways few could have imagined a decade ago. Age-friendly communities recognize that information needs to be shared through a variety of methods since not everyone is tech-savvy, and not everyone has a smartphone or home-based access to the internet.”<sup>7</sup>

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<sup>6</sup> <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

<sup>7</sup> <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

### Strengths

- **Newsletter that City Hall sends out** – keeps residents up to date on City happenings and is appreciated. (Forum)
- **Social Media local pages**-There are several Facebook community pages attached to Somersworth such as Somersworth Recreation, What's Happening Now Somersworth? These all work to keep residents connected and informed. (Survey)

### Opportunities

- **Better Advertise Communications from the City**- Although the City sends out a newsletter, not everybody can access it because of internet either familiarity or lack of connection. If there were one person to do all the communication it could be more consistent and reach more people, "We'd love more information about what is going on in the area!(Survey)"

## Livability Principle #8 – Community and Health Services

"At some point, every person of every age gets hurt, becomes ill or simply needs some help. While it's important that assistance and care be available nearby, it's essential that residents are able to access and afford the services required."<sup>8</sup>

### Strengths

- **Good location for health services- Located** In between two hospitals plus the "medical mile". Somersworth has plenty of opportunity and access to all healthcare. (Survey)
- **Good access to excellent facilities**-Wentworth Douglas is part of Mass General and Goodwin Community Health provides excellent service for all residents (Survey)
- **Focus on youth care** -There are discussions of in school health care services that would further a healthier mission. Somersworth Youth Connection also works on this connection. (Forum)
- **Homeless population is recognized**-The City acknowledges this population and is actively trying to find ways to help them. They have opened a winter shelter with Dover and Rochester for the 21-22 Winter season with ongoing negotiations for a permanent one. (Survey)

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<sup>8</sup> <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>



## Opportunities

- **Increase transportation options to health services**-Investing in transportation services particularly for the aging population would make this a more livable community.
- **Advertise Transportation Services**- Many services such as [Triplink](#) are not widely known about. A City campaign to raise awareness could be a huge help.

## Next Steps

Following completion of the community assessments, SRPC and SCPHN staff will solicit interest from and work with a limited number of communities to develop action plans. Selected municipalities will be able to take the information in the community assessments a step further, to identify specific implementation strategies that respond to the assessment findings and aim to enhance the community's "age-friendliness." Communities will be selected based upon interest and engagement in promoting age friendly communities, local support and willingness to implement recommendations, and geographic diversity. With the goal of adoption, final plans will be presented to each community. There is also the opportunity for completion one or two pilot projects that will be selected from the action plan recommendations.

Lastly, SRPC and SCPHN will publish an extensive resource guide that will be widely distributed via channels appropriate to our key audiences.



## Municipal Dues Overview

New Hampshire's nine (9) Regional Planning Commissions are advisory organizations formed by their member communities. State law established Regional Planning Commissions in 1969 with most being created in the 1970's for the purpose of providing technical planning assistance to communities in the form of:

- Municipal master plans and a variety of local planning studies;
- Fostering regional cooperation among communities; and
- Developing comprehensive regional land use, transportation, water resources, housing, economic development, emergency management and energy plans etc.

While communities may choose to be a member, and participation is voluntary, 91% of New Hampshire municipalities are members of their Regional Planning Commission today.

SRPC has a long and positive history of working closely with municipalities, state agencies and partners on a wide selection of projects. This includes updates to master plans, economic development strategies, stormwater management, transportation, regional impact studies, landscaping, water-efficiency, and groundwater protection regulations.

SRPC's mission is to plan and act in a manner that achieves sustainable development and thereby improves the quality of life for those living in the region. Our organization strives to support communities in their efforts to:

- Update and refine local planning documents and regulations
- Comply with evolving state and federal regulations
- Prioritize and fund projects and improvements
- Identify opportunities for collaboration and partnership with neighboring communities
- Create vibrant and sustainable communities
- Balance development and natural resource protection
- Continue to foster a high quality of life in the region

SRPC offers professional planning services to communities throughout our expertise in:

- |                      |                               |
|----------------------|-------------------------------|
| • Land use           | • Economic development        |
| • Housing            | • Transportation              |
| • Hazard mitigation  | • Natural resource protection |
| • Climate adaptation | • Mapping and GIS services    |

To perform these services, SRPC is reliant on membership dues from its 18 communities. While dues funds comprise only a small share of the overall budget, they are essential to leverage state, federal and private non-profit foundation funds. Most notably amongst these are SRPC's transportation and economic development planning programs that would not be possible without local matching funds. The balance of dues funds is reserved to provide on demand technical services to municipalities and to help reduce the cost of larger scale municipal projects. A small portion of dues are set aside as operating reserves when possible.

Annual dues, and the funds they leverage, enable SRPC to provide extensive local technical assistance, at no cost, for its dues paying communities. A sample of such services currently available include, but are not limited to:

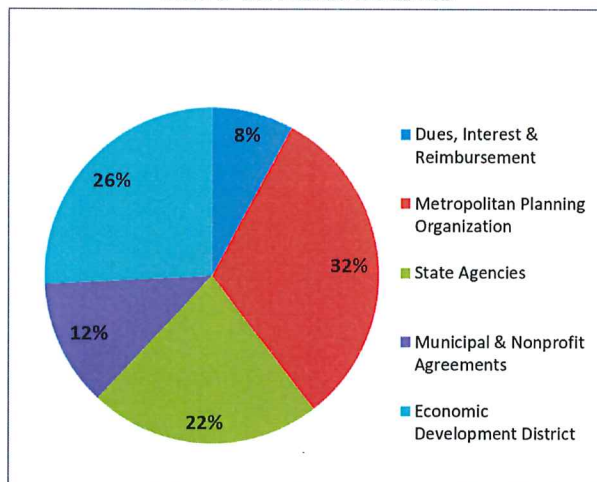
- Assistance with archive record digitization
- Planning level transportation engineering services to develop new projects
- Supplemental traffic counts and intersection analysis
- Transportation and economic development grant writing support for local projects
- Monitoring and advising on current funding opportunities
- GIS and data analysis

These services are available to non-dues paying communities at a premium rate. Visit SRPC's website and Annual Reports to learn more about programs and services (<http://straftford.org/about/who-we-are/>).

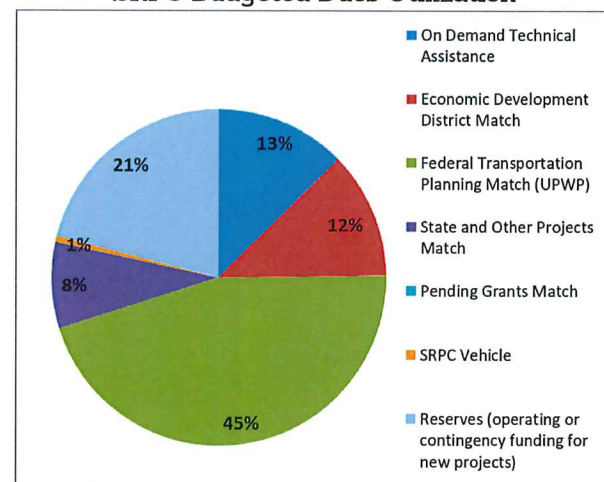
## FY2022 Budget and Dues

Total dues for SRPC in Fiscal Year 2022 are assessed at \$137,993.70. Two communities are not currently dues paying members (Brookfield and Nottingham) and two joined as of January 1<sup>st</sup> (Lee and Milton), reducing the total dues funding for the year to \$125,078.50. Municipal dues comprise 8% of Strafford Regional Planning Commission's total revenue and are primarily used to leverage other funding sources.

**SRPC Revenue Sources**



**SRPC Budgeted Dues Utilization**

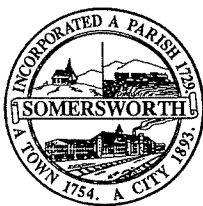


The FY2022 budget appropriates 66% of the total municipal dues to match other funding sources. These dues expenditures leverage over \$881,000 in external funding as follows:

| Program                                      | Leveraged Grant Funds | Dues Match      |
|--|-----------------------|-----------------|
| Economic Development District (EDD)*         | \$281,268             | \$14,583        |
| Federal Transportation Planning Match (UPWP) | \$494,910             | \$54,074        |
| Other Grants                                 | \$104,877             | \$9,938         |
| <b>TOTAL</b>                                 | <b>\$881,055</b>      | <b>\$78,595</b> |

\*Includes both SRPCs annual allocation of \$70,000 from the Economic Development Administration and our current CARES Act Grant for EDDs.





## City of Somersworth – Ordinance

Ordinance No: **6-22**

### **SUPPLEMENTAL APPROPRIATION FOR THE CITY'S SHARE OF A GRANT MATCH FOR THE PURCHASE OF POLICE DEPARTMENT BODY-WORN CAMERAS**

January 24, 2022

THE CITY OF SOMERSWORTH ORDAINS THAT pursuant to Section 7.7(A) of the City Charter:

The annual budget for the City of Somersworth for Fiscal Year 21-22 is amended as follows:

Appropriate \$27,160 (Twenty-Seven One Hundred Sixty Thousand dollars) with \$17,000 (Seventeen Thousand dollars) from the Cable Fund and \$10,160 (Ten Thousand One Hundred Sixty dollars) from the Drug Forfeiture Account to the Capital Outlay Section of the General Fund budget as follows;

Revised Budget  
\$ 138,475

Amendment  
\$ 27,160

Revised Budget  
\$ 165,635

Approved as to Funding:

Scott A. Smith  
Director of Finance and Administration

Recorded by:

Jonathan Slaven  
City Clerk

Background:

This Ordinance appropriates a funding for the City's share (50%) of a local match for a grant award from the Department of Justice for the purchase of body-worn cameras to be used by the Somersworth Police Department.

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

This Ordinance shall take effect upon its passage.

#### Authorization

*Sponsored by:*  
David A. Witham  
Donald Austin  
Martin P. Dumont, Sr.

*Approved:*  
City Attorney

## City of Somersworth – Ordinance 6-22

### History

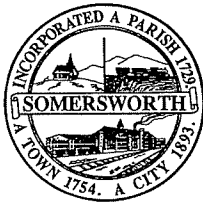
|                  |            |                     |  |
|------------------|------------|---------------------|--|
| First Read Date: | 01/24/2022 | Tabled:             |  |
| Public Hearing:  |            | Removed From Table: |  |
| Second Read:     |            |                     |  |

### Discussion

01/24/2022

*Ordinance No. 6-22 will remain in first read until the call of the Chair. Public Hearing scheduled for next City Council meeting.*

| Voting Record       |                | YES    | NO     |
|---------------------|----------------|--------|--------|
| Ward 1 Councilor    | Pepin          |        |        |
| Ward 2 Councilor    | Vincent        |        |        |
| Ward 3 Councilor    | Dumont         |        |        |
| Ward 4 Councilor    | Austin         |        |        |
| Ward 5 Councilor    | Michaud        |        |        |
| At Large Councilor  | Witham         |        |        |
| At Large Councilor  | Gerding        |        |        |
| At Large Councilor  | Cameron        |        |        |
| At Large Councilor  | Messier        |        |        |
| <b>TOTAL VOTES:</b> |                |        |        |
| On                  | Ordinance 6-22 | PASSED | FAILED |



## City of Somersworth – Resolution

Resolution No: **20-22**

**TO NOTIFY THE CITY TAX COLLECTOR THAT THE CITY COUNCIL SHALL NOT ACCEPT A TAX DEED ON CERTAIN PROPERTIES SUBJECT TO AN UNREDEEMED TAX LIEN**

January 24, 2022

WHEREAS RSA 80:76 directs the Tax Collector, after 2 years, to execute to the City a deed of the land subject to the real estate tax lien and not redeemed, and

WHEREAS the Governing Body of a municipality may refuse to accept a tax deed on behalf of the municipality because in its judgment, acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, or for any reason that would be contrary to the public interest,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Tax Collector be notified that for those reasons the City shall refuse to accept the tax deeds on property located at the following locations:

| <u>Location</u>        | <u>Tax Map/Lot</u> |
|------------------------|--------------------|
| 47 Colonial Village    | 81-47M             |
| 92 Crystal Springs Way | 82-36M             |
| 73 Crystal Springs Way | 82-49M             |
| 65 Crystal Springs Way | 82-57M             |
| 207 Sherwood Glen      | 87-207M            |
| 332 Sherwood Glen      | 87-332M            |
| 336 Sherwood Glen      | 87-336M            |
| 409 Sherwood Glen      | 87-409M            |
| 629 Sherwood Glen      | 87-629M            |
| 703 Sherwood Glen      | 87-703M            |
| 10 Ringer Drive        | 88-5M              |

| <u>Authorization</u>   |                                   |
|--|-----------------------------------|
| <i>Sponsored by Councilors:</i><br>David A. Witham<br>Donald Austin<br>Martin P. Dumont, Sr. | <i>Approved:</i><br>City Attorney |



## City of Somersworth – Resolution 20-22

### History

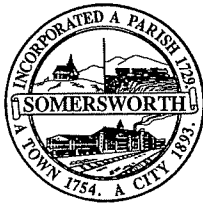
|                  |            |                     |  |
|------------------|------------|---------------------|--|
| First Read Date: | 01/24/2022 | Tabled:             |  |
| Public Hearing:  |            | Removed From Table: |  |
| Second Read:     |            |                     |  |

### Discussion

01/24/2022

*Resolution No. 20-22 will remain in first read until the call of the Chair.*

| Voting Record       |                  | YES    | NO     |
|---------------------|------------------|--------|--------|
| Ward 1 Councilor    | Pepin            |        |        |
| Ward 2 Councilor    | Vincent          |        |        |
| Ward 3 Councilor    | Dumont           |        |        |
| Ward 4 Councilor    | Austin           |        |        |
| Ward 5 Councilor    | Michaud          |        |        |
| At Large Councilor  | Witham           |        |        |
| At Large Councilor  | Gerding          |        |        |
| At Large Councilor  | Cameron          |        |        |
| At Large Councilor  | Messier          |        |        |
| <b>TOTAL VOTES:</b> |                  |        |        |
| On                  | Resolution 20-22 | PASSED | FAILED |



## City of Somersworth – Resolution

Resolution No: 21-22

**TO NOTIFY THE CITY TAX COLLECTOR THAT THE CITY COUNCIL SHALL NOT ACCEPT A TAX DEED ON PROPERTIES LOCATED ON WEXFORD LANE AND BLACKWATER ROAD SUBJECT TO AN UNREDEEMED TAX LIEN**

January 24, 2022

WHEREAS RSA 80:76 directs the Tax Collector, after 2 years, to execute to the City a deed of the land subject to the real estate tax lien and not redeemed, and

WHEREAS the Governing Body of a municipality may refuse to accept a tax deed on behalf of the municipality because in its judgment, acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, or for any reason that would be contrary to the public interest,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Tax Collector be notified that for those reasons the City shall refuse to accept the tax deeds on property located at the following locations:

| <u>Location</u> | <u>Tax Map/Lot</u> |
|-----------------|--------------------|
| 5 Wexford Lane  | 35-12A             |
| 7 Wexford Lane  | 35-12B             |

***Note – It is believed that these properties contain contaminated soils and /or buried debris and an uninhabitable mobile home.***

### Authorization

*Sponsored by Councilors:*

David A. Witham

Donald Austin

Martin P. Dumont, Sr.

*Approved:*

City Attorney

## City of Somersworth – Resolution 21-22

### History

|                  |            |                     |  |
|------------------|------------|---------------------|--|
| First Read Date: | 01/24/2022 | Tabled:             |  |
| Public Hearing:  |            | Removed From Table: |  |
| Second Read:     |            |                     |  |

### Discussion

01/24/2022

*Resolution No. 21-22 will remain in first read until the call of the Chair.*

| Voting Record       |                  | YES    | NO     |
|---------------------|------------------|--------|--------|
| Ward 1 Councilor    | Pepin            |        |        |
| Ward 2 Councilor    | Vincent          |        |        |
| Ward 3 Councilor    | Dumont           |        |        |
| Ward 4 Councilor    | Austin           |        |        |
| Ward 5 Councilor    | Michaud          |        |        |
| At Large Councilor  | Witham           |        |        |
| At Large Councilor  | Gerding          |        |        |
| At Large Councilor  | Cameron          |        |        |
| At Large Councilor  | Messier          |        |        |
| <b>TOTAL VOTES:</b> |                  |        |        |
| On                  | Resolution 21-22 | PASSED | FAILED |





## City of Somersworth – Ordinance

Ordinance No: 7-22

### **TO AMEND CHAPTER 4, PERSONNEL RULES & REGULATIONS, SECTION 7.3 HOLIDAYS**

February 7, 2022

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

Amend Chapter 4, Personnel Rules and Regulations, Section 7.3, Holidays:

1. Strike the word twelve and replace it with the word thirteen.
2. Add Juneteenth Day

#### Authorization

*Sponsored by Councilors:*

Richard Michaud  
Matt Gerding  
Nancie Cameron  
Donald Austin

*Approved:*

City Attorney

The Deputy City Manager is appointed by the City Manager and serves at the pleasure of the City Manager or until such time that the Deputy City Manager tenders his/her resignation. Each appointment will be considered on the basis of merit and fitness to perform duties as assigned.

## **7. Working Conditions**

The provisions concerning working hours, overtime and sick leave apply to non-exempt employees only.

### *7.1 Working Hours*

Normal working hours are established by Department Heads with the approval of the City Manager. Hours are normally those which best accommodate the needs of the public. The normal work day is seven (7) or (8) hours for full time employees (depending on whether the position is 35 hours per week or 40 hours per week) with a minimum of one-half hour unpaid break for lunch break.

### *7.2 Overtime*

Overtime will be paid to employees not exempt from the FLSA at the overtime rate of one and one-half times the adjusted base rate of pay for time worked in excess of eight (8) hours per day and of forty (40) hours per week. Overtime within a class will be offered on an equal basis wherever possible.

(Amended 6/29/1989.)

At the discretion of the Department Head, compensatory time off may be granted rather than overtime pay. If an employee works more than 40 hours in a week, compensatory time off not taken during the same pay period accumulates at the rate of one-and-one-half times the time actually worked. Compensatory time off only applies to time to be taken in a pay period after the period when the overtime is worked. The FLSA has detailed rules regarding granting and accumulating compensatory time which must be fully understood by the employee and department head before being granted. In case of conflict between these rules and the FLSA, the FLSA will be followed.

Personal days and floating holidays will be taken within a year of being earned.

Where a department or division routinely has overtime work, the opportunity to work overtime will be offered equally among all qualified employees of that division or department. Each department will develop detailed procedures for implementing such a process as required. Where used, a list of all employees eligible for such overtime will be posted showing overtime offered and worked for each member. (Added 6/29/1989.)

### *7.3 Holidays*

The following ~~twelve~~thirteen days are observed as paid holidays by the City in lieu of all other ~~S~~state and ~~F~~federal holidays:

New Year's Day  
Martin Luther King Day (Passed 2/19/2002.)  
Washington's Birthday  
Memorial Day (State Holiday)  
Juneteenth Day



# City of Somersworth

## Fire Department

195 Maple Street – Somersworth, NH 03878-1594



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

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

January 28, 2022

To: Mr. Robert Belmore, City Manager

### **Re: Hazardous Mitigation (HazMit) Plan Update Contributions**

1. The following City staff and partner agencies were members of the Hazardous Mitigation (HazMit) Planning Committee that produced the City's updated HazMit plan.

- City Manager
- Deputy City Manager/Finance Director
- Planning and Community Development Director
- DPW Director
- City Engineer
- Chief of Police
- SPD Captain McLin and Lt Duval
- SAU-56 Superintendent
- SAU-56 Director of Facilities
- Paul Robidus, Senior VP, Stewarts Ambulance
- Housing Authority Director
- Fire Secretary
- Fire Chief/Emergency Management Director
- Strafford Regional Planning Commission (SRPC) (contracted project consultant)

2. The committee met formally on the following dates:

- 10 March, 2021: 2 hours.
- 31 March, 2021: 1.5 hours.
- 6 May, 2021: 1.25 hours.

3. City staff and affiliated organizations contributed a total of 87 hours of staff time producing a soft match of nearly \$4,200 which exceeded the required minimum of \$3,333.





# City of Somersworth

## Fire Department

195 Maple Street – Somersworth, NH 03878-1594



**George Kramlinger**

Fire Chief & Emergency Management Director

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

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

Fax: (603) 692-5147

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

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4. Our plan update was part of a cooperative regional grant process that included the Towns of Barrington, New Durham, and Rollinsford. SRPC coordinated the grant with NH HSEM and logged nearly 154 hours writing and editing plans, as well as coordinating approval with State and Federal authorities.

Sincerely,

*George Kramlinger*

George Kramlinger

Fire Chief/EMD

City of Somersworth

**7. Drugs and Intoxicating Beverages.**

- (a.) Liquor Defined. For purposes of this Ordinance "liquor" shall mean and include any alcoholic spirituous, vinous, fermented or other alcoholic beverages, or combination of liquors and mixed liquors, intended for human consumption, which contains more than a half of 1 percent of alcohol by volume.
- (b.) No person in a park shall have brought liquor, nor shall any person drink liquor at any time, in any park area.
- (c.) It shall be unlawful for any person to enter or be in a park while under the influence of intoxicating liquor.
- (d.) Drugs shall not be used, possessed, or sold in City parks.

**8. Advertising.**


- (a.) It shall be unlawful for any person in a park to announce, advertise or call the public attention in any way to any article or service for sale or hire unless previously approved by the City Manager or his/her designee.
- (b.) City Park Sponsorship Advertising Program. The City Manager is authorized to implement an Advertising Program for certain City Parks to include Noble Pines (outfield fence), Millennium Park (outfield fence & Dog Park fencing), and Jules Bisson Park (River Street fence). The City Manager is further authorized to set the terms, conditions, and sponsorship costs for said Advertising Program.

(Chapter 30, Section 8. (b.) added 8/10/20)

**9. Vending and Peddling.** It shall be unlawful for any person in a park to expose or offer for sale any article or thing, or to station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. An exception is made as to any city licensed concessionaire. Any exception to this requirement will need to be determined by the City Manager or his/her designee.**10. Posting Signs.** It shall be unlawful for any person in a park to paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, or to erect or cause to be erected any sign whatever on any public lands or roads adjacent to a park. This includes any signs dealing with a political nature.**11. Permits.**

- (a.) **Required.** A Permit shall be obtained from the City of Somersworth before participating in any special use or activity in a park. A list of such uses and activities shall be kept on file in the office of the Parks and Recreation Department.
- (b.) **Application.** A person seeking issuance of a permit hereunder shall file an application with the appropriate office within City Hall. The application shall state:

## CITY OF SOMERSWORTH - ADMINISTRATIVE REGULATION

|  |  |   |
|--|--|---|
| Office of the City Manager<br>Executive Department<br>City of Somersworth, New Hampshire | Effective Date:<br><br><b>October 18, 2021</b>                 | A.R. No: <b>1.005</b>   |
|  |  | # of Pages <b>2</b>   |
| Subject:<br><br><b>City Park Sponsorship Advertising</b>                                 | Supersedes:<br><b>March 12, 2021</b><br><b>August 10, 2020</b> | Approved by:<br><br><br>City Manager |

**PURPOSE:** These Regulations establish certain procedures to allow the City of Somersworth to approve permit applications for the placement of private advertisement banners in available locations in City Parks for a fee.

### **DEFINITIONS:**

**Interested parties:** Any sponsorship purchaser, whether an individual or an entity.

**Tobacco products:** Any product to include e-cigarettes, cigars, pipes, snuff, smokeless tobacco, chewing tobacco, vapes, products containing tobacco, and tobacco in any form.

**Alcohol products:** To include any alcoholic spirituous, vinous, fermented or other alcoholic beverages, or combination of liquors and mixed liquors, intended for human consumption as a beverage having an alcoholic content equal to or greater than 1 percent of alcohol by volume.

**LOCATION(S):** Private banners permitted under this ordinance shall be permitted in the following locations:

- a. Noble Pines Park (outfield fence),
- b. Millennium Park (outfield fence & Dog Park fence),
- c. Jules Bisson Park (fence along River Street).

**GENERAL PROCEDURES AND STANDARDS:** Sponsorship banners shall be managed according to the following procedures and standards and in accordance with Chapter 30 of the City of Somersworth's Ordinances:

- a. Banners are prohibited from displaying imaging, wording, or other advertisement related to tobacco products or alcohol products.
- b. All banner designs must conform to meet the specifications provided herein.
- c. Interested parties and all related subsidiaries or affiliates are limited to one sign per field.
- d. Applicants may request a certain location and open spots will be filled on a first come, first served basis.
- e. No banner may unreasonably interfere or detract from the promotion of public health, welfare, safety, and recreation.

**SPECIFICATIONS:** All banner designs must conform to meet the specifications provided herein:

- a. Allowed size shall be four feet by eight feet (4'x8')
- b. Font will be at least 6 inches.
- c. No more than 4 different colors per banner
- d. Banners will be made of vinyl and must include at least 4 metal grommets located in the four corners.
- e. Banners may include a maximum of one logo
- f. Banners are to be one-sided only.

## CITY OF SOMERSWORTH - ADMINISTRATIVE REGULATION

|   |                                     |                |
|---|-------------------------------------|----------------|
| Subject:<br>City Park Sponsorship Advertising | Effective Date:<br>October 18, 2021 | A.R. No: 1.005 |
|   |                                     | Page 2 of 2    |

- g. All banners are required to include an exactly 2", solid, blue border around the outside perimeter of the banner in the hexadecimal color code: 002f9b.

**ADVERTISING TERMS AND COSTS:** Banners will be displayed in one location, on a first come, first serve basis for 6 months from April 1<sup>st</sup> through November 1<sup>st</sup>. The cost will be \$300.00 per advertising year.

**APPROVAL PROCEDURE:** All wording, logos, color schemes, and images and layouts shall be submitted for pre-approval by the City Manager or his designee. All banner requests must be submitted in writing to the City Manager or his designee by March 1 of each year. Sponsors returning with banners from a prior season must still submit a written request to the City Manager or his designee and are not guaranteed the same placement from the prior season. Placement each season will be made on a first come first served basis. The City Manager or his designee shall be responsible for issuing the permit. The City may reject any proposed design for any reason and at its sole discretion.

**TERMS AND LIMITS:** The term of the banner placement shall be April 1 through November 1 in a given year. In November after banners are removed, the City will contact applicant to pick up the banner at the City Hall Recreation Office. The City of Somersworth may limit the number of banners placed on any field/fence location and location shall be determined on a first come first served basis. All approved banners shall be required to execute a signed agreement with the City of Somersworth. Approved banners will be affixed by the City of Somersworth utilizing zip ties or rope to secure the banner to the fence at the discretion of the City.

The City is not responsible for costs associated with damage to any banners. Banners that are damaged, vandalized, or deemed to be in poor condition will be removed immediately by the City and the Applicant will be notified to pick up the banner to fix or replace. Applicants are required to make repairs or replacements to banners if they are damaged, vandalized, or stolen within a 30- day period from notification by the City. The City shall replace any removed banner for the remainder of the advertising term after a new or repaired banner has been provided by the Applicant. If a new banner is not provided within 30 days the applicant will lose his approval and approval may be given to applicants on a waiting list.

**AMENDMENT/TERMINATION:** The City of Somersworth reserves the right to remove a banner at any time at its sole discretion upon any breach by the Applicant of any term or condition of this Program. The City Manager or his designee reserves the right to amend the Advertising Program Regulations at any time and for any reason, in whole or in part.

**WARRANTIES:** Applicant warrants that any submitted banner does not infringe any copyright, whether common law or statutory, and will not violate any law or any personal or property rights.



# NOBLE PINES BASEBALL outfield fence



Babe Ruth Baseball in cooperation with Somersworth High Baseball Boosters are looking to establish increased program funding, much of which is dedicated to field maintenance, by establishing a business add banner program.

Current City regulations require a 4' x 8' sign max with a minimum of 6 inch letters. In addition, the city regulations require a blue border on the banner.

Our request is for a larger banner to allow larger letters. As you can see from the images above, because of field dimensions, the larger banner helps with being able to see the banners from a distance. At the Pines, spectators sit in many areas in excess of 400 feet from the fence. Sign specifications require a 9-inch letter from that distance.

In addition, we seek to have a simple 2 color banner. Multi color banners are more expensive and would impact our marketing and fundraising efforts. The requirement for a blue border on the banner requires a light color banner to achieve that goal such as the white banner depicted above. Adding the border on a dark banner would be impossible to see and would require a 3+ color banner.

Summary of request for regulation relief:

1. Size – 8'x10' vs. 4'x8' to allow bigger letter font.
2. No blue border to allow for 2 color banner

Feb/2022

# Somersworth Recreation

## Lease and Maintenance Agreement



Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the CITY OF SOMERSWORTH and \_\_\_\_\_.

Landlord is the owner of real property located at 15 Blackwater Road Somersworth, New Hampshire. Tenant operates a youth baseball league and desires to lease space in the above-mentioned real property owned by the Landlord. In consideration of the mutual covenants contained herein, the parties agree as follows:

### 1. DESCRIPTION OF THE PREMISES:

Landlord leases to Tenant the baseball field and parking area that abuts the baseball field, located at 15 Blackwater Road Somersworth, NH.

### 2. PURPOSE:

The purpose of this Agreement is to:

- a.) Provide the terms and conditions under which the Tenant can continue to use the premises for practice, games, league activity, and tournament play.
- b.) Define operational and maintenance responsibilities.
- c.) Identify responsibility for costs.
- d.) Identify a process to provide improvements and upgrades.

### 3. TERM OF LEASE:

The term of the Lease & Maintenance Agreement shall be a one-year period, and it shall renew automatically for additional one-year periods unless terminated by either party. Either party shall have the right to terminate this Lease without cause or penalty, upon providing written notice to the other party at least 60 days prior to the intended termination date.

### 4. ANNUAL MEETING:

In March of each year, the president of Little League or his/her designated representative(s) shall schedule and meet with the City Manager or his/her designated representative(s) for the purpose of ensuring terms of this lease are met in order to maintain a firm partnership. During this meeting, Tenant will supply proof of insurance certificate listing City of Somersworth as an additional insured, a Certificate of Good Standing from the Secretary of State of New Hampshire, and a schedule for the upcoming season.

### 5. CHARGES FOR USAGE:

Tenant shall pay no rent if used for non-profit recreational purposes set forth by the league. In lieu of a rental fee, Tenant agrees to maintain the premises as set forth in this agreement.

**6. UTILITIES:**

Tenant shall arrange for and pay for all utilities furnished to the baseball field, concession stand, storage sheds, and any ballfield lighting for the term of this Lease.

**7. ENTRY OF PREMISES BY LANDLORD:**

Landlord may enter the premises at reasonable times, without prior notice to the Tenant, to inspect the premises and make repairs, alterations or modifications as required.

**8. ASSIGNMENT AND SUBLEASING:**

Use of the baseball field is limited to players within the Somersworth Little League Organization. The Tenant may not sublet the baseball field.

**9. MAINTENANCE OF PREMISES:**

a.) Tenant agrees to maintain and to keep in good order, condition and repair of the fields and related buildings being used.

b.) Tenant shall provide litter control to the area daily and shall keep the area free of litter. If the City determines litter control is not being done effectively, the City will provide 24 hours' notice to Tenant to clean up the litter. If it is not done satisfactorily, the City will provide the service and bill Tenant for the cost of service and Tenant will pay all costs related to this service.

c.) Tenant agrees to arrange dumpster service and pay for all costs related to the dumpster for the use by the league. Tenant agrees to keep the dumpster locked when not in use by the league and/or remove the dumpster. The following regulations for the dumpster shall also apply:

1. The unit must be placed on a suitable impermeable area, unless placed on a paved area.
2. The unit must be screened from view from a public way.
3. Where visible from a public way, screening shall be opaque, either by the use of trees or man-made structures and maintained in an acceptable condition.

d.) Tenant shall provide ongoing maintenance to include lawn mowing, garbage removal and litter control; fence, bench, and bleacher repairs; spraying of pesticides and herbicides as needed; landscape area weeding; maintenance of the infield to include daily raking, dragging, & striping fields as necessary. Repairs to the pitcher's mound, bases, home plate, and coaches box area will be done by Tenant on an as needed basis. Any necessary irrigation, fertilizing, aerating, lawn applications, or infield mix will be done by the Tenant on an as needed basis.

e.) Graffiti shall be removed within a reasonable time period (weather permitting) upon notification.

f.) Tenant will provide portable toilets, all bases for field, trash receptacles, equipment needed for league play, any required equipment to maintain the ballfields such as drags, rakes, etc. for the duration of this agreement.

g.) Storage of Tenant's equipment shall be at Tenant's risk and City will not warrant security of stored materials.

h.) Tenant is responsible for the behavior of opposing teams and any teams involved in a league game play, practices, or sponsored tournament.

i.) The volume of any Public Address System will be kept at a level as to not disturb the surrounding neighborhood. Any lights should not disturb the surrounding neighborhood or shine so brightly as to prove bothersome to nearby homes.

**10. PARKING:**

Tenant is responsible for maintaining the parking area that abuts the baseball field. The City will remove illegally dumped trash and large items such as couches, sand, concrete, and pavement. Parking for players, coaches, volunteers, parents and spectators is limited to those designated specifically for parking within the park.

**11. INSURANCE & DOCUMENTATION:**

a.) Tenant shall procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the City of Somersworth is an additional insured with coverage of \$1,000,000 per occurrence. Tenant will furnish the City with a certificate of insurance and endorsement. If this agreement is renewed, the City reserves the right to review and adjust the minimum amount of insurance coverage required of League.

b.) If applicable, League shall acquire a Certificate of Good Standing from the Secretary of State of New Hampshire on an annual basis. The certificate shall be dated no more than 60 days prior to the date when the certificate is submitted to the City. The certificate shall be provided at the annual meeting as described in section 4 of this Lease.

**12. FACILITY DAMAGES AND REPAIRS:**

Provided City is able to positively determine that the Tenant or specific party or representative, or spectator, or participant in Tenant-sponsored activities thereof caused facility damages other than those deemed to be caused through reasonable wear and tear but including those caused by negligent or intentional acts, said Tenant or specific party shall be responsible to reimburse Landlord for all repairs performed to restore the facility to the appropriate condition. Payment for the repair of damages shall be thirty (30) days or within a mutually agreed upon timeline after presentation of bill by the Landlord to the Tenant, specific party, or representative thereof. While utilizing the facilities, the Tenant is responsible for any damages incurred to the facilities by themselves, opposing teams or spectators.

**13. SITE IMPROVEMENTS:**

a.) If Tenant desires to perform site improvements Tenant must submit plans to the Landlord for consideration. If the Landlord chooses to accept desired site improvements, the Landlord will be involved with the plan review and the Landlord will have final approval. All work must be done in accordance with federal, state, and local ordinances. If labor is to be completed by volunteers, all work must be inspected per Landlord code. The Tenant shall pay for all costs related to approved improvements. If said improvements are on Landlord facilities, the Tenant will be responsible for obtaining all required construction permits, building permits, and inspection fees.



b.) It is understood and agreed between the parties that, the Tenant/League will retain ownership of all installations, additions, and improvements erected or installed by the Tenant/League on the property prior to this Lease Agreement or during the term of this Lease Agreement until the Tenant/League ceases use of the field, at which time, the Tenant/League will remove all buildings and fixtures at the City's sole discretion, or turn over the ownership of said buildings and fixtures to the City for ownership. Any portion of the premises affected by removal shall be immediately restored and repaired by the Tenant.

#### **14. ADVERTISING:**

Advertising shall be allowed as long as a sample(s) is provided and approved by the City of Somersworth. The City Manager or his/her designee retains sole authority to remove any signs it deems inappropriate in the best interest of the City. Advertising/Banners are prohibited from displaying imaging, wording, or other advertisement related to tobacco products or alcohol products.

#### **15. DEFAULT AND FORFEITURE:**

Landlord shall, on default with respect to any of the provisions of this Lease by Tenant, provide Tenant with written notice of any breach of the Lease terms or conditions and Tenant shall then have 30 days to either correct, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Tenant shall negotiate a time to complete the correction. If Tenant fails to correct the condition within the time specified in this section, then Landlord may elect to enforce the terms and conditions of this Agreement by any method specified under New Hampshire law.

#### **16. SURRENDER:**

a.) The Tenant shall at the expiration or other termination of this Lease Agreement, remove all Tenant's goods and effects from the leased premises. Tenant shall deliver to the Landlord all keys, locks, thereto and other fixtures connected therewith, and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof.

b.) The Tenant shall not make any alterations, improvements and/or additions to the premises without first obtaining, in each instance, the written consent of the Landlord, which consent the Landlord agrees will not unreasonably be withheld. Both parties hereby acknowledge and mutually agree that any and all alterations, additions, improvements and fixtures which may be made or installed by the Tenant upon the premises shall remain Tenant's property. At the termination or expiration of this agreement Tenant shall have 60 days to remove its property. Property not removed shall become the property of the Landlord.

#### **17. REMEDIES AND ATTORNEY FEES:**

Any and all remedies provided to either party for the enforcement of this Lease Agreement are cumulative and not exclusive, and either party shall be entitled to pursue all of the rights enumerated in this Agreement and/or the remedies provided under the laws and statute of the State of New Hampshire.

**18. MODIFICATIONS:**

No modification of this lease agreement shall be binding or enforceable unless it is made in writing and signed by mutual consent of all the parties.

**19. IDEMNIFICATION AND HOLD-HARMLESS:**

To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the City of Somersworth, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents, employees, guests, vendors, contractors or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

**IN WITNESS THEREOFF, the parties have executed this Lease and Maintenance Agreement at Somersworth, New Hampshire on the day and year first above written.**

**LANDLORD:**

**CITY OF SOMERSWORTH**

**TENANT:**

**SOMERSWORTH LITTLE LEAGUE**

\_\_\_\_\_  
Robert M. Belmore, City Manager

\_\_\_\_\_  
(Duly Authorized Agent) (Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Organization Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Email)

**CONTRACT AMENDMENT FOR July 2022 to June 2023**

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 2021, 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) and per- and polyfluoroalkyl substances (PFAS) and assist the WSDs in addressing other environmental issues at the Site that may occur.

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 (USEPA) 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 USEPA approval). Based on the results of LFG monitoring conducted in 2001 and 2002 the USEPA 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, 2021) 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 USEPA 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 2022 (Fall)
- Task 2: Sampling for PFAS in 2022 (Fall)
- Task 3: LFG Monitoring in 2022 (Fall)
- Task 4: Annual Monitoring Report for 2022 (Spring 2023)
- Task 5: Communications with USEPA 2022-2023
- Task 6: General site maintenance 2022-2023

LFG monitoring is conducted biennially and is therefore included in this proposal. Table 1 presents a summary of all estimated costs for the above tasks compared with the budget for 2021-2022.

## **2.2 Task 1: Groundwater Monitoring for 2022 (Fall)**

Geosyntec will complete the annual groundwater monitoring of wells for the CTW as described in the Sampling and Analysis Plan (SAP, submitted to USEPA/NHDES and approved on June 30, 2021). 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 be completed as it is required every other year. For the sampling round, a total of 20 wells will be sampled using conventional purging and 25 wells sampled using PDBs (total 45). In 2017, recommendations were made to modify the program and move several monitoring wells to either biennial or 5-year. USEPA accepted the recommendations in 2018 so the above numbers reflect the updates to the program. However, in 2021, in the comments provided by the NHDES on the 2020 annual report, several wells were not accepted for reduction to biennial sampling due to an issue with the laboratory reporting of vinyl chloride. This problem has been discussed and corrected with the laboratory. The wells will be sampled in 2022 as indicated in the Response to Comments on the 2020



Annual Compliance Report (RTC), submitted January 13, 2022. All data will be compiled for submittal to the USEPA in the annual report. Proposed costs are given in Table 2.

### **2.3 Task 2: Sampling for Per- and Polyfluoroalkyl Substances (PFAS) in 2022**

Since 2018, the USEPA and NHDES have requested that PFAS be included twice a year as part of the ongoing groundwater sampling at the Site. In the Response to Comments on the 2020 Annual Compliance Report, Geosyntec and the WSDs recommended PFAS be sampled once annually. Therefore, the proposed budget will only include the fall monitoring at this time. However, the NHDES also requested that OB-21RA, OB-22R, and OB-23R be sampled for PFAS, and that the “broad analysis” of 36 compounds from the NHDES Laboratory Testing Guidelines for Per- and Polyfluoroalkyl Substances (PFAS) at Waste Sites be analyzed at the laboratory. The WSDs agreed to sample one extra well (OB-23R) during the next sampling event but did not agree to expanding to the list of 36 compounds (which would be more costly). Therefore, this task will include sampling 16 locations at the Site for PFAS in fall 2022 (plus associated QAQC samples) but costs assume the analyses for only the nine PFAS compounds currently reported. Should the USEPA and NHDES subsequently require the 36-compound list, Geosyntec will discuss the extra costs with the WSDs. The results and discussion will be included in the annual 2022 report to the USEPA/NHDES. Proposed costs are given in Table 3.

### **2.4 Task 3: Landfill Gas Monitoring 2022**

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 fall 2022. 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 (photo ionization detector readings), and oxygen (O<sub>2</sub>). Proposed costs are given in Table 4.

### **2.5 Task 4: Annual Monitoring Report for 2022 (Spring 2023)**

Geosyntec will complete the Draft Annual Monitoring and Demonstration of Compliance Report with data collected in 2022 before the end of February 2023, for submission to the USEPA and NHDES in spring 2023. The report will include: (i) groundwater data collected during 2022 (i.e., VOCs and PFAS collected during 2022), (ii) landfill gas monitoring results, (iii) hydraulic testing results, (iv) evaluation of the performance of the CTW, (v) evaluation of PFAS and update to the Conceptual Site Model (CSM), (vi) statistical analyses for detected CE concentrations outside the point of compliance to evaluate Monitored Natural Attenuation (MNA) requested by the USEPA (per the recommendation in the Optimization Report, July 2018) at wells exceeding interim cleanup levels outside of the point of compliance, and (vii) evaluation of surface water and sediment sampling for arsenic and possibly surface water sampling of PFAS if approved (see Section 2.8). Proposed costs are given in Table 5.

## **2.6      Task 5: Communications with USEPA 2022-2023**

Geosyntec will prepare progress reports for the USEPA following groundwater monitoring events and communicate with the USEPA 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 USEPA with respect to comments on the Annual Reports, the surface water and sediment sampling (see Section 2.8), and PFAS sampling. The cost estimate includes costs for two conference calls, and the preparation of an additional memo on the response to comments 2021 Annual Report that the USEPA will receive in spring 2022, and the ongoing PFAS and surface water and sediment sampling efforts. As discussed in Section 2.3, we are assuming PFAS sampling will be reduced to once per year, and that there will be one more surface water and sediment sampling event in spring 2022. Beyond that, we do not know if any additional work may result from the discussions with USEPA and NHDES, and as such have not provided any additional cost estimate. If additional work results from these discussions, then Geosyntec will prepare a cost estimate once the scope has been defined and obtain WSD approval via a change order prior to completing the work. Proposed costs are given in Table 6.

## **2.7      Task 6: General Site Maintenance (2021-2022)**

During the 2021 fall monitoring season, field personnel reported that several wells (B-8R, OB-101U and OB-5R) required repair as the casing has sunk below the top of the PVC well pipe. It has been confirmed that the well seals are intact, and only the casings require repair. In addition, the casing at OB-22R has rusted and holes have developed. Arrangements are being made as part of the current contract to repair the first three wells in spring 2022, but a driller will be required to replace the casing at OB-22R.

The method to repair B-8R, OB-101U and OB-5R will include carefully measuring the stick-up of the existing PVC, cutting the PVC well pipe below the existing casing and then measuring the new stick-up of the PVC pipe. Geosyntec staff will enter the new well stick-ups into the database so the new elevations of the tops of casings will be as accurate as possible for determination of groundwater elevations. Eventually, however, a resurvey of these wells would be preferable to ensure the best accuracy. As OB-22R will require a resurvey after the casing has been replaced, Geosyntec therefore recommends engaging a local surveyor to resurvey these four wells in fall 2022.

The trails and access paths to the wells in the wetland regularly deteriorate and become difficult to navigate (i.e., potential safety hazards). It is recommended that Geosyntec staff continue to schedule a day or two annually in advance of the regular monitoring program to improve the trails and markers for the wells. This work might include replacing stakes or erecting more permanent markers along the paths to make them easier to follow, replacing well labels, building simple boardwalks/boards over really wet or boggy areas, and clearing brush more

extensively to provide access routes from within the wetland. Also, several vent pipes are leaning or damaged and require repair. Proposed costs are given in Table 7.

## **2.8 Ongoing Tasks from Previous Years**

In an email dated November 15, 2019, the USEPA requested that at least three co-located surface water and sediment samples be collected from the wetlands and analyzed for total and dissolved arsenic. Due to COVID-19 pandemic restrictions, this task was postponed and completed on September 23, 2021. The memorandum of the results was submitted to the USEPA and NHDES on December 17, 2021. A recommendation to complete another sampling event in spring 2022 was included in the memorandum, but at this time, there is no scheduled event. In the comments on the 2020 annual report, the NHDES also recommended surface water sampling for PFAS. It would be more efficient to complete the surface water sampling for PFAS at the same as the surface water and sediment sampling for arsenic should it take place. At this time, there are no additional costs associated with this event as it was recommended to remove the spring PFAS sampling (see Section 2.3), thus freeing the budget for that event to conduct the surface water and sediment sampling event. However, if the USEPA has further requests regarding this task or the PFAS tasks, an appropriate change order would be discussed and requested by Geosyntec.

## 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 8**. 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: \_\_\_\_\_



# Tables

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

| 2021-22 Task Number and Description<br>(TR0237L) |                                     | 2021-22 Budget | 2022-23 Task Number and Description<br>(TR0237M) |                                     | 2022-23 Budget | Individual Task<br>Comparison<br>(237M to 237L) | Comments  |
|--|-------------------------------------|----------------|--|-------------------------------------|----------------|---|---|
| 01   | Groundwater Monitoring              | \$49,518       | 01   | Groundwater Monitoring              | \$57,756       | \$8,238   | Biennial hydraulic pumping tests are not included in 2021-22 but is required in 2022-23; Sucontractor/vendor expenses have increased.                     |
| 02   | PFAS Sampling                       | \$51,074       | 02   | PFAS Sampling                       | \$31,725       | -\$19,349                                       | PFAS Sampling - 1 event (fall), results to be included in annual report. Assumes 16 samples plus QA/QC.   |
|  |                                     | \$0            | 03   | Landfill Gas Monitoring             | \$6,908        | \$6,908   | Biennial: Not included in 2021-22 but is part of 2022-23.   |
| 03   | Annual Monitoring Report            | \$45,105       | 04   | Annual Monitoring Report            | \$53,271       | \$8,166   | Includes: PFAS CSM update, SWSS evaluation, and biennial evaluations of hydraulic pumping and LFG results.  |
| 04   | Communication with USEPA            | \$15,238       | 05   | Communication with USEPA            | \$15,410       | \$172   | Includes costs to support all questions from USEPA, no change in number of hours from 2021-22.  |
| 05   | General Site Maintenance            | \$15,696       | 06   | General Site Maintenance            | \$15,848       | \$152   | Includes driller, surveyor and oversight to replace casings at 4 locations, and survey repaired wells in fall 2022.                                       |
| -  | Surface Water and Sediment Sampling | \$0            | -  | Surface Water and Sediment Sampling | \$0            | \$0   | Further work recommended for spring 2022. Assumption that TR0237L PFAS spring event will not take place and budget from previous year will be sufficient. |

Total Budget 2021-22: \$176,631

Total Budget 2022-23: \$180,918

2022-23 comparison with 2021-22:

\$4,287

**Notes:**

LFG - landfill gas  
PFAS - per- and polyfluoroalkyl substances  
USEPA - United States Environmental Protection Agency  
VOCs - volatile organic compounds  
WMD Full List - New Hampshire Department of Environmental Services, Waste Management Division's Full List of VOCs

**TABLE 2**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
Somersworth Sanitary Landfill Superfund Site, New Hampshire

**TASK 01: Groundwater Monitoring for 2022-2023**

| Company Category                        | Hourly Rate | SP  | Geosyntec |     |     |     |     |    |      |      |    |                       | Other              |       | ACTIVITY TOTAL (\$) |           |        |                      |
|---|-------------|-----|-----------|-----|-----|-----|-----|----|------|------|----|-----------------------|--------------------|-------|---------------------|-----------|--------|----------------------|
|   |             |     | PD        | PM  | FM  | DBM | SR  | ST | STAF | GRPH | PA | Total Prof. Time (\$) | Disbursements (\$) |       |                     | Cost (\$) | Notes  |                      |
|   |             |     |           |     |     |     |     |    |      |      |    |                       | Travel             | Hotel |                     |           |        | Phone Copies Freight |
| Activity                                |             | 220 | 190       | 157 | 125 | 157 | 106 | 93 | 111  | 72   |    | 3,664                 |                    |       |                     | 3,664     |        |                      |
| Planning                                |             |     | 6         | 4   |     |     | 4   |    |      | 2    |    |                       |                    |       |                     |           |        |                      |
| CTW In-Wall Pump Test (2022)            |             |     | 2         | 6   | 20  |     | 20  |    |      |      |    | 5,942                 | 250                |       | 200                 |           |        |                      |
| Water Levels (1 round)                  |             |     |           |     | 8   |     |     | 8  |      |      |    | 2,592                 | 300                |       | 100                 | 400       |        |                      |
| Install PDBs in wells (1 round)         |             |     | 2         | 2   | 10  |     | 10  | 10 |      |      |    | 3,934                 | 300                |       | 300                 |           | 1,300  | PDBs                 |
| Sample PDBs (1 round)                   |             |     | 2         | 2   |     |     | 18  | 18 |      |      |    | 5,276                 | 300                |       | 750                 | 400       |        |                      |
| Sample wells Low-Flow Purging (1 round) |             |     |           |     | 14  |     | 14  | 14 |      |      |    | 4,536                 | 300                |       | 500                 |           |        |                      |
| Lab Analyses - VOCs <sup>1</sup>        |             |     |           |     |     |     |     |    |      |      | -  |                       |                    |       |                     |           | 6,300  | ALS                  |
| Lab Analyses - Wet Chemistry & Metals   |             |     |           |     |     |     |     |    |      |      | -  |                       |                    |       |                     |           | 2,700  | ALS                  |
| Data Compilation & Reporting            |             |     |           |     |     |     |     |    |      |      |    |                       |                    |       |                     |           |        |                      |
| Chemistry/Field Data                    |             |     | 3         | 20  | 8   | 10  |     |    | 10   | 24   |    | 9,118                 |                    |       | 650                 |           |        | 9,768                |
| Project Management                      |             |     | 8         | 28  | 8   | 4   |     |    |      |      |    | 7,544                 |                    |       |                     |           |        | 7,544                |
| Total                                   |             | 0   | 23        | 62  | 86  | 14  | 74  | 50 | 12   | 24   |    | 42,606                | 1,450              | 950   | 2,450               |           | 10,300 | 57,756               |
| TASK TOTAL (\$)                         |             |     | 47,456    |     |     |     |     |    |      |      |    |                       |                    |       |                     |           |        |                      |

**Notes:**

- <sup>1</sup> Assumes that we are sampling once a year and that we will not need to sample for the additional parameters requested by NHDES
- PDBs - passive diffusion bags
- ALS - ALS Laboratories, formerly Columbia Analytical Services
- NHDES - New Hampshire Department of Environmental Services
- VOCs - volatile organic compounds

**TABLE 3**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
 Somersworth Sanitary Landfill Superfund Site, New Hampshire  
**TASK 02: PFAS Sampling for 2022-2023**

| Activity  | Company Category | SP       | PD       | PM        | FM        | DBM      | SR ST     | STAF      | GRPH     | PA       | Total Prof. Time (\$) | Disbursements (\$) |          |              | Company Total (\$) | Other        |                    | ACTIVITY TOTAL (\$) |
|---|------------------|----------|----------|-----------|-----------|----------|-----------|-----------|----------|----------|-----------------------|--------------------|----------|--------------|--------------------|--------------|--------------------|---------------------|
|   |                  |          |          |           |           |          |           |           |          |          |                       | Travel             | Phone    | Other        |                    | Cost (\$)    | Notes              |                     |
|   | Hourly Rate      | 220      | 190      | 157       | 125       | 157      | 106       | 93        | 111      | 72       |                       |                    |          |              |                    |              |                    |                     |
| Planning and Document Review                                      |                  | 4        |          | 8         | 8         |          | 6         |           |          | 8        | 4,228                 |                    |          |              | 4,228              |              |                    | 4,228               |
| PFAS Sampling - to be completed in Fall 2021 and Spring 2022      |                  |          |          | 4         | 30        |          | 30        | 30        |          |          | 10,348                | 1,900              |          | 3,400        | 15,648             |              |                    | 15,648              |
| Lab Analysis - PFAS (16 samples plus QA/QC) x 1 Event (Fall 2022) |                  |          |          |           |           |          |           |           |          |          | -                     |                    |          |              | -                  | 7,100        | Alpha <sup>1</sup> | 7,100               |
| Data Analysis & Reporting Validation                              |                  |          | 3        | 3         | 8         | 8        |           |           | 4        |          | 3,741                 |                    |          |              | 3,741              |              |                    | 3,741               |
| Data Compilation and Validation                                   |                  | 2        | 2        | 4         |           |          |           |           |          |          | 1,008                 |                    |          |              | 1,008              |              |                    | 1,008               |
| Project Management  |                  |          |          |           |           |          |           |           |          |          |                       |                    |          |              |                    |              |                    |                     |
| <b>TASK TOTAL (\$)</b>  | <b>Total</b>     | <b>0</b> | <b>9</b> | <b>19</b> | <b>46</b> | <b>8</b> | <b>36</b> | <b>30</b> | <b>4</b> | <b>8</b> | <b>19,325</b>         | <b>1,900</b>       | <b>-</b> | <b>3,400</b> | <b>24,625</b>      | <b>7,100</b> |                    | <b>31,725</b>       |

*Notes:*  
 Alpha - Alpha Analytical  
 PFAS - per- and polyfluoralkyl substances  
<sup>1</sup> Assumes that we are sampling once a year and that we will not need to sample for the full 36 compounds recommended by NHDDES



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

TASK 03: Landfill Gas Monitoring for 2022-2023

| Activity                       | Company Category | GeoSyntec |     |     |     |     |       |      |      |    |                       | Other              |                  | ACTIVITY TOTAL (\$)     |                    |           |       |
|--------------------------------|------------------|-----------|-----|-----|-----|-----|-------|------|------|----|-----------------------|--------------------|------------------|-------------------------|--------------------|-----------|-------|
|                                |                  | SP        | PD  | PM  | FM  | DBM | SR ST | STAF | GRPH | PA | Total Prof. Time (\$) | Disbursements (\$) |                  |                         | Company Total (\$) | Cost (\$) | Notes |
|                                | Hourly Rate      | 220       | 190 | 157 | 125 | 157 | 106   | 93   | 111  | 72 |                       | Travel Hotel Meals | Phone Copies Fax | Freight & Equip. Rental |                    |           |       |
| Planning                       |                  |           | 1   | 2   | 2   |     |       |      |      |    | 754                   |                    |                  | 75                      |                    | 829       |       |
| Sampling SGP's and vent stacks |                  |           |     | 1   | 4   |     | 16    |      |      |    | 2,353                 | 150                |                  | 75                      | 1,000              | 3,578     |       |
| Data Compilation               |                  |           |     | 1   | 2   |     | 2     |      |      | 3  | 835                   |                    | 100              |                         | 935                |           |       |
| Preparation of Data for Report |                  |           |     | 2   |     |     | 2     |      | 2    |    | 748                   |                    |                  |                         | 748                |           |       |
| Project Management             |                  |           | 1   | 4   |     |     |       |      |      |    | 818                   |                    |                  |                         | 818                |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |
|                                |                  |           |     |     |     |     |       |      |      |    |                       |                    |                  |                         |                    |           |       |

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

**TASK 04: Annual Monitoring Report for 2022-2023**

| Activity  | Company Category | SP       | PD        | PM         | FM        | DBM       | SR ST     | STAF     | GRFH      | PA       | Total Prof. Time (\$) | Disbursements (\$) |          |          | Company Total (\$) | Other     |       | ACTIVITY TOTAL (\$) |
|---|------------------|----------|-----------|------------|-----------|-----------|-----------|----------|-----------|----------|-----------------------|--------------------|----------|----------|--------------------|-----------|-------|---------------------|
|   |                  |          |           |            |           |           |           |          |           |          |                       | Travel             | Phone    | Other    |                    | Cost (\$) | Notes |                     |
|   | Hourly Rate      | 220      | 190       | 157        | 125       | 157       | 106       | 93       | 111       | 72       |                       |                    |          |          |                    |           |       |                     |
| Data Compilation & Validation   |                  |          | 8         | 16         |           |           | 5         |          |           |          | 4,562                 |                    |          |          | 4,562              |           |       | 4,562               |
| Compilation of Sampling Reports into Database                         |                  |          | 4         | 8          | 2         | 8         | 10        |          |           |          | 5,004                 |                    |          |          | 5,004              |           |       | 5,004               |
| Evaluation of Temporal Trends - Water Levels                          |                  |          | 4         | 8          | 4         | 4         | 8         |          |           |          | 3,772                 |                    |          |          | 3,772              |           |       | 3,772               |
| Evaluation of Temporal Trends - GW Chemistry                          |                  |          | 2         | 6          |           |           | 2         |          |           |          | 2,987                 |                    |          |          | 2,987              |           |       | 2,987               |
| Evaluation of Temporal Trends - Soil Gas (2020)                       |                  |          | 2         | 6          |           |           | 2         |          |           |          | 1,636                 |                    |          |          | 1,636              |           |       | 1,636               |
| Statistical Evaluation of MNA per Optimization Report recommendations |                  |          | 8         | 22         |           |           | 16        |          | 20        |          | 10,130                |                    |          |          | 10,130             |           |       | 10,130              |
| Evaluation of PEAS and Update to CSM                                  |                  |          | 8         | 12         |           |           | 16        |          |           |          | 5,916                 |                    |          |          | 5,916              |           |       | 5,916               |
| Evaluation of Surface Water and Sediment Sampling for Arsenic         |                  |          |           |            |           |           |           |          |           |          |                       |                    |          |          |                    |           |       |                     |
| Evaluation of CTW Performance   |                  |          | 8         | 20         |           |           | 3         | 2        |           |          | 5,843                 |                    |          |          | 5,843              |           |       | 5,843               |
| Preparation of Draft Report for USEPA Submittal                       |                  |          | 8         | 30         | 10        | 3         |           |          | 20        | 4        | 10,171                |                    |          |          | 10,171             |           |       | 10,171              |
| Project Management  |                  |          | 5         | 16         |           |           |           |          |           |          | 3,750                 |                    |          |          | 3,750              |           |       | 3,750               |
| <b>TASK TOTAL (\$)</b>  |                  | <b>0</b> | <b>55</b> | <b>140</b> | <b>26</b> | <b>61</b> | <b>31</b> | <b>0</b> | <b>40</b> | <b>4</b> | <b>53,271</b>         | <b>-</b>           | <b>-</b> | <b>-</b> | <b>53,271</b>      |           |       | <b>53,271</b>       |

**Notes:**

- CTW - chemical treatment wall
- MNA - monitored natural attenuation
- USEPA - United States Environmental Protection Agency

**TABLE 6**  
**DETAILED BREAKDOWN OF ESTIMATED COSTS**  
**REMEDIATION ACTION - SOMERSWORTH SUPERFUND SITE, NH**  
**TASK 05: Communication with USEPA for 2022-2023**

| Activity                    | Company Category | Geosyntec |     |     |     |      |    |                 |                    |        |       | Other              |           | ACTIVITY TOTAL (\$) |
|-----------------------------|------------------|-----------|-----|-----|-----|------|----|-----------------|--------------------|--------|-------|--------------------|-----------|---------------------|
|                             |                  | SP        | PD  | PM  | FM  | Grph | PA | Total Time (\$) | Disbursements (\$) |        |       | Company Total (\$) | Cost (\$) | Notes               |
|                             |                  |           |     |     |     |      |    |                 | Travel             | Phone  | Other |                    |           |                     |
|                             | Hourly Rate      | 220       | 190 | 157 | 125 | 111  | 72 |                 | Hotel              | Copies |       |                    |           |                     |
|                             |                  |           |     |     |     |      |    |                 | Meals              | Fax    |       |                    |           |                     |
| Communications              |                  |           | 36  | 50  |     |      | 10 | 15,410          | -                  |        |       | 15,410             |           | 15,410              |
| Total Hours TASK TOTAL (\$) |                  | 0         | 36  | 50  | 0   | 0    | 10 | 15,410          | -                  | -      | -     | 15,410             | -         | 15,410              |

*Notes:*  
 USEPA - United States Environmental Protection Agency

TABLE 7  
DETAILED BREAKDOWN OF ESTIMATED COSTS  
REMEDIAL ACTION - SOMERSWORTH SUPERFUND SITE, NH  
TASK 06: General Site Maintenance for 2022-2023

| Activity  | Company Category | Geosyntec |     |     |     |     |       |      |      |    |                       | Disbursements (\$) |       |       | Company Total (\$) | Other     |                        | ACTIVITY TOTAL (\$) |
|---|------------------|-----------|-----|-----|-----|-----|-------|------|------|----|-----------------------|--------------------|-------|-------|--------------------|-----------|------------------------|---------------------|
|   |                  | SP        | PD  | PM  | PM  | DBM | SR ST | STAF | GRPH | PA | Total Prod' Time (\$) | Travel             | Phone | Other |                    | Cost (\$) | Notes                  |                     |
|   | Hourly Rate      | 220       | 190 | 157 | 125 | 157 | 106   | 93   | 111  | 72 |                       |                    |       |       |                    |           |                        |                     |
| Site visit to perform general maintenance and manual repairs <sup>1</sup> |                  |           | 1   |     | 10  |     | 10    | 20   |      |    | 4,560                 | 100                | -     | 200   | 4,660              | 500       | Materials <sup>2</sup> | 5,160               |
| Prepare photographic and borehole logs for OIP-22R                        |                  |           |     | 2   | 4   |     |       |      |      |    | 814                   | -                  | -     |       | 814                |           |                        | 814                 |
| Protect Management  |                  |           | 1   | 1   | 2   |     |       |      |      |    | 597                   | -                  | -     |       | 597                |           |                        | 597                 |
| Resurvey repaired wells with oversight (1 day)                            |                  |           |     |     | 2   |     | 10    |      |      |    | 1,310                 |                    |       |       | 1,310              | 1,500     | Surveyor <sup>3</sup>  | 2,810               |
| Replace casing at 4 wells with oversight (1 day)                          |                  |           |     | 1   | 2   |     | 10    |      |      |    | 1,467                 |                    |       |       | 1,467              | 5,000     | Driller <sup>3</sup>   | 6,467               |
|   |                  |           |     |     |     |     |       |      |      |    |                       |                    |       |       |                    |           |                        |                     |
| Total Hours   |                  | 0         | 2   | 4   | 20  | 0   | 30    | 20   | 0    | 0  | 8,348                 | 100                | -     | 200   | 8,848              | 7,000     |                        | 15,848              |
| TASK TOTAL (\$)   |                  |           |     |     |     |     |       |      |      |    |                       |                    |       |       |                    |           |                        |                     |

Notes:

- <sup>1</sup> Maintenance and repair work performed without a driller may include:
  - Clearing trails and excising markers along wetland paths (ongoing issues)
  - Completing minor repairs on wells (e.g., cutting PVC pipe so locks can be replaced, replacing damaged locks, repairing VPs to prevent squeaking)
  - Replenishing staff gauges that have been destroyed or irreparably damaged
  - Completing minor repairs around wells (e.g., adjusting tilted vent pipes, replacing well labels that are no longer legible)
- <sup>2</sup> Materials includes items and rental equipment to complete above types of repairs.
- <sup>3</sup> Budget for Driller and Surveyor is estimated. Final quotes will be obtained in early 2022 if work is approved.



**TABLE 8**  
**2022 RATE SCHEDULES**  
 REMEDIAL ACTION - SOMERSWORTH SUPERFUND SITE, NH

| Labor Category                          | Labor Rate <sup>1</sup><br>(\$/hr) |
|---|------------------------------------|
| Senior Principal                        | \$220.00                           |
| Principal                               | \$190.00                           |
| Senior Professional                     | \$171.00                           |
| Project Professional                    | \$157.00                           |
| Professional                            | \$125.00                           |
| Senior Staff Professional               | \$106.00                           |
| Staff Professional                      | \$93.00                            |
| Graphics Professional                   | \$111.00                           |
| Senior Technician I                     | \$74.00                            |
| Project Administrator                   | \$72.00                            |
| Clerical                                | \$56.00                            |
|   |                                    |
| Subcontractor /<br>Direct Expenses Cost | Cost plus 5%                       |
| Personal Automobile (per mile)          | Current Government Rate            |

Notes:

1. Geosyntec rates for Somersworth have been increased between 1.1 and 3.4% in 2022, depending on Labor Category. Subcontractor and direct expense markups have not been increased.

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

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NAOMI N. BUTTERFIELD  
JOSEPH H. DRISCOLL, IV

TELEPHONE (603) 524-3885

February 2, 2022

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Ordinance No. 7-22

Title: **TO AMEND CHAPTER 4, PERSONNEL RULES & REGULATIONS,**  
**SECTION 7.3 HOLIDAYS**

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

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

City Attorney

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

2/2/22

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

