


Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager 
DATE: Friday, July 16, 2021
SUBJECT: City Manager's Report for City Council Meeting on Monday, July 19, 2021

6:30 p.m.

Meeting with City Special Legal Counsel Mark Beliveau, Esq.
Re: Somersworth Sanitary Landfill Superfund Site

Lay on the Table (under Section 13 of Agenda)

Ordinances

- A. Ordinance No. 1-22: Supplemental Appropriation for the New Fire Station Building Project on Maple Street.

Resolutions

- A. Resolution No. 1-22: Vote to Authorize an Increase in the Bond to Construct a New Fire Station at the Location of the Current Fire Station on Maple Street. Attached is a Memorandum from Finance Director Scott Smith regarding the projected tax rate increase and interest savings to Bond \$8,160,000 over 25 years. The tax rate would increase approximately .30 cents; the interest savings would be approximately \$1,760,000. Attached is a copy of the estimate for a 25-year Bond provided by the NH Municipal Bond Bank.

Unfinished Business (under Section 14 of Agenda)

Ordinances

- A. Ordinance No. 20-21: To Amend Chapter 34, Exemptions and Credits, Section 34.1 Elderly Property Tax Exemption. This Finance Committee met on June 23rd voted to not make any recommended amendments and keep the wording and numbers where they are, especially since the wording mirrors State of NH law.

New Business (under Section 15 of Agenda)

Ordinances

- A. Ordinance No. 2-22: To Amend Chapter 12, Streets and Sidewalks.**

Resolutions

- A. Resolution No. 2-22: Authoring the City Manager to Sign a Lease/Purchase Agreement for the Purchase of a Fire Pumper Apparatus.** The Finance Committee met on June 23rd and voted to move forward with a Lease/Purchase Agreement. Attached is a Memorandum from Finance Director Scott Smith which provides a comparison of the three (3) lease quotes received for either a 5-year or 7-year term. Staff recommends a 7-year Lease/Purchase Agreement.
- B. Resolution No. 3-22: To Authorize the City Manager to contract with Allegiance Fire and Rescue for the Purchase of a Pierce Enforcer Rescue Pumper which will be Funded by a Lease Purchase Agreement.** The Finance Committee met on June 23rd and voted to accept Staff's recommendation to award the bid for a custom-built Pierce Enforcer Pumper. Attached is a copy of a Memorandum from Fire Chief George Kramlinger regarding this purchase.
- C. Resolution No. 4-22: City Council Vote to Continue a Payment in Lieu of Taxes Agreement with the Somersworth Housing Authority.** The Finance Committee met on June 23rd and voted to sponsor this Resolution to allow the Somersworth Housing Authority to continue with a Payment in Lieu of Taxes (PILOT) agreement which dates back to April 9, 1980. Attached is a Memorandum from Somersworth Housing Authority's attorney that was provided to the Finance Committee.

Other

- A. Vote to Accept or Reject Traffic Safety Committee's Recommendations to remove Blinking Light at the Intersection of Indigo Hill Road and Green Street.** The Traffic Safety Committee met on June 23rd and reviewed the accident data provided by Captain Timmons. The Traffic Safety Committee recommends that this blinking light be removed and avoid repair costs. Attached are the minutes from the Traffic Safety Committee meeting.
- B. Vote to Accept or Reject the Traffic Safety Committee's Recommendation to Deny the Request to Allow On-Street Dining at 69 High Street – Teatotaler.** The Traffic Safety Committee met on June 23rd. After a lengthy discussion, the Committee agreed there is a safety concern with two-way traffic on High Street. Attached is the permit application with a map depicting the location of the on-street parking request along with the minutes of this meeting.

C. Vote to Authorize the City Manager to Take the Following Action in Response to the US EPA Requests Concerning the Somersworth Sanitary Landfill Superfund Site:

- i.) **To Sign & Record the First Amendment to Notice of Activity and Use Restrictions.**
- ii.) **To Take Any and All Necessary Action to Secure Somersworth Planning Board Approval of a Boundary Line Adjustment to the Common Property Line of the Superfund Site and Other City Owned Property Adjacent to the Superfund site.**
- iii.) **To Sign and Accept an Easement and Restrictive Covenant Agreement with Public Service Company of New Hampshire and Record the Applicable Easement Plan**

Attached are *Drafts* of the Agreements, associated maps, and information regarding the proposed boundary line adjustment. Attorney Beliveau has provided a summary of these recommended action items that he will go over with Council at the 6:30 meeting.

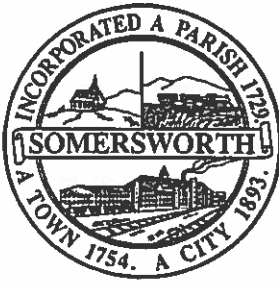
City Manager's Items (under section 11 of Agenda)

Informational Items

- 1. **Community Revitalization Tax Relief Incentive Program (79-E) Application (City Ordinance, Chapter 31) from Somedowntown LLC, Mr. David Baker, for 25 High Street.** The Economic Development Committee met on July 12th and voted to recommend acceptance of this application. Attached is a copy of the application, a Memorandum from Director Michelle Mears, and a copy of Chapter 31. In accordance with our City Ordinance, I recommend a Public Hearing be scheduled for the next regular Council meeting of August 9th.
- 2. **CIP Fiscal Year 2023-2028.** FYI - I will be starting the seventh (7) year Capital Improvement Program process with City Departments this month. This plan takes several months to complete and the CIP is then presented to the Planning Board for review and comment prior to submittal to the City Council by the December 15 City Charter deadline. Attached is a Memorandum sent to Department Heads and the School Superintendent.
- 3. **Library Grant.** Library Staff applied for and received a non-matching \$2,307 Grant. The Grant will be used to join a program called "Hoopla" that will provide access to movies, tv shows, audio and e-books, comics and music. If the program is successful, we may look to add it as an on-going program in their annual operating budget.

Attachments

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



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Finance Director

Date: July 14, 2021

Re: **Fire Station Project – Bond Update**

I requested and received an updated estimated bond amortization schedule from the NH Municipal Bond Bank for an \$8,160,000 bond issue, level debt, for 25 years.

Based on these terms, the estimated impact is as follows:

- A bond of \$8,160,000, with a term of 25 years, has an estimated net impact to the tax rate of .30 cents. The estimate for the 30-year term currently under consideration is .26 cents.
- If the bond term is decreased to 25 years, that will save approximately \$1,760,000 in interest cost over the term of the bond issue.

Please let me know if you have any questions or need any additional information.

NHMBB New Hampshire Municipal Bond Bank

City of Somersworth

January 2022 Bond Sale

25 Year Estimated Schedule - Level Debt 2020

Assessed Valuation:

Date Prepared:

Interest Start Date: First Interest Payment: Net

Interest Costs

\$1,092,265,002

07/13/21

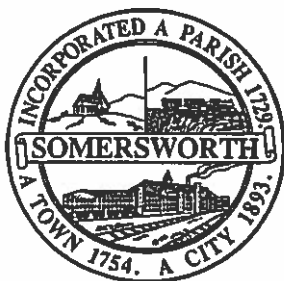
02/11/21

08/15/21

3.50% Our 25 year interest rate in our July 2020 bond sale was 1.97% and we expect the interest rate for January 2021 to be conservative for budgeting purposes.

Debt Year	Period Ending	Principal Outstanding	Principal	Rate	Interest	Total Payment	Fiscal Year Total Payment
	8/15/2021				\$ 204,000.00	\$ 204,000.00	
1	2/15/2022	\$ 8,160,000.00	\$ 210,000.00	3.50%	142,800.00	352,800.00	\$ 556,800.00
	8/15/2022				139,125.00	139,125.00	
2	2/15/2023	7,950,000.00	215,000.00	3.50%	139,125.00	354,125.00	493,250.00
	8/15/2023				135,362.50	135,362.50	
3	2/15/2024	7,735,000.00	225,000.00	3.50%	135,362.50	360,362.50	495,725.00
	8/15/2024				131,425.00	131,425.00	
4	2/15/2025	7,510,000.00	235,000.00	3.50%	131,425.00	366,425.00	497,850.00
	8/15/2025				127,312.50	127,312.50	
5	2/15/2026	7,275,000.00	240,000.00	3.50%	127,312.50	367,312.50	494,625.00
	8/15/2026				123,112.50	123,112.50	
6	2/15/2027	7,035,000.00	250,000.00	3.50%	123,112.50	373,112.50	496,225.00
	8/15/2027				118,737.50	118,737.50	
7	2/15/2028	6,785,000.00	260,000.00	3.50%	118,737.50	378,737.50	497,475.00
	8/15/2028				114,187.50	114,187.50	
8	2/15/2029	6,525,000.00	265,000.00	3.50%	114,187.50	379,187.50	493,375.00
	8/15/2029				109,550.00	109,550.00	
9	2/15/2030	6,260,000.00	275,000.00	3.50%	109,550.00	384,550.00	494,100.00
	8/15/2030				104,737.50	104,737.50	
10	2/15/2031	5,985,000.00	285,000.00	3.50%	104,737.50	389,737.50	494,475.00
	8/15/2031				99,750.00	99,750.00	
11	2/15/2032	5,700,000.00	295,000.00	3.50%	99,750.00	394,750.00	494,500.00
	8/15/2032				94,587.50	94,587.50	
12	2/15/2033	5,405,000.00	305,000.00	3.50%	94,587.50	399,587.50	494,175.00
	8/15/2033				89,250.00	89,250.00	
13	2/15/2034	5,100,000.00	315,000.00	3.50%	89,250.00	404,250.00	493,500.00
	8/15/2034				83,737.50	83,737.50	
14	2/15/2035	4,785,000.00	330,000.00	3.50%	83,737.50	413,737.50	497,475.00
	8/15/2035				77,962.50	77,962.50	
15	2/15/2036	4,455,000.00	340,000.00	3.50%	77,962.50	417,962.50	495,925.00
	8/15/2036				72,012.50	72,012.50	
16	2/15/2037	4,115,000.00	350,000.00	3.50%	72,012.50	422,012.50	494,025.00
	8/15/2037				65,887.50	65,887.50	
17	2/15/2038	3,765,000.00	365,000.00	3.50%	65,887.50	430,887.50	496,775.00
	8/15/2038				59,500.00	59,500.00	
18	2/15/2039	3,400,000.00	375,000.00	3.50%	59,500.00	434,500.00	494,000.00
	8/15/2039				52,937.50	52,937.50	
19	2/15/2040	3,025,000.00	390,000.00	3.50%	52,937.50	442,937.50	495,875.00
	8/15/2040				46,112.50	46,112.50	
20	2/15/2041	2,635,000.00	405,000.00	3.50%	46,112.50	451,112.50	497,225.00
	8/15/2041				39,025.00	39,025.00	
21	2/15/2042	2,230,000.00	415,000.00	3.50%	39,025.00	454,025.00	493,050.00
	8/15/2042				31,762.50	31,762.50	
22	2/15/2043	1,815,000.00	430,000.00	3.50%	31,762.50	461,762.50	493,525.00
	8/15/2043				24,237.50	24,237.50	
23	2/15/2044	1,385,000.00	445,000.00	3.50%	24,237.50	469,237.50	493,475.00
	8/15/2044				16,450.00	16,450.00	
24	2/15/2045	940,000.00	460,000.00	3.50%	16,450.00	476,450.00	492,900.00
	8/15/2045				8,400.00	8,400.00	
25	2/15/2046	480,000.00	480,000.00	3.50%	8,400.00	488,400.00	496,800.00
TOTALS			\$ 8,160,000.00		\$ 4,277,125.00	\$ 12,437,125.00	\$ 12,437,125.00

Please show all warrant articles related to this project to bond counsel prior to submitting them to DRA. If you need a list of approvals please let us know and we will provide one.



MEMORANDUM

TO: Bob Belmore, City Manager
FROM: Scott Smith, Finance Director
DATE: July 6, 2021
SUBJECT: Lease Quotes Fire Truck

I requested quotes for a five (5) year and seven (7) year lease/purchase agreement, with payments in arrears, with a \$16,782 down payment resulting in a principal balance of \$720,000 financed. The results were as follows:

	<u>5 Year</u>	<u>7 Year</u>
• BciCapital	\$150,104	\$109,714
• Tax Exempt Leasing Corp	\$153,509	\$112,063
• Kansas State Bank	\$155,826	\$115,086

The lowest quote received under both terms is BciCapital.

If you require any additional information please let me know.



City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



George Kramlinger
Fire Chief & Emergency Management Director
gkramlinger@somersworth.com

Business: (603) 692-3457
Fax: (603) 692-5147
www.somersworth.com

June 21, 2021

To: Mr. Robert Belmore, City Manager

Re: Fire Apparatus Bid Recommendation

The City of Somersworth Fire Department recommends selection of the custom-built Pierce pumper at a cost of \$736,782. The Pierce custom pumper bid submission best meets our requirements and clearly stands above the other three bid submissions after a comprehensive assessment and scoring.

Over the past year, the fire apparatus committee and myself have worked extremely hard to define our minimum requirements and produce a streamlined specification that is not specific to any one vendor. Our specification provides requirements for a fire pumper apparatus that is nearly identical to our current front-line pumper with the addition of minor improvements in safety and operational effectiveness within the cab.

Two bid submissions fall well short of meeting our specifications. One bid submission met some of our specifications but is a distant second in scoring to the strong bid submitted by Pierce for a custom-built Enforcer model pumper.

The custom-built Pierce Enforcer bid submission best meets our specifications, offers the strongest chassis, and Pierce is best postured to provide the most responsive logistical support over the lifetime of the apparatus.

Respectfully,

George D. Kramlinger

Bob Belmore

To: Bob Belmore
Subject: FW: Fire Pumper Apparatus Bid Recommendation
Attachments: Fire Apparatus Bid Recommendation Memo.doc

From: George D. Kramlinger <gkramlinger@somersworth.com>
Sent: Monday, June 21, 2021 12:03 PM
To: Bob Belmore <bblmore@somersworth.com>; Scott A. Smith <sasmith@somersworth.com>
Cc: George D. Kramlinger <gkramlinger@somersworth.com>
Subject: Fire Pumper Apparatus Bid Recommendation

Good afternoon Mr. Manager and Scott

Attached is a memo that recommends the Pierce custom built pumper at a cost of \$736,782 to best meet our needs and replace Engine 2.

As a recap – we received four bid submissions:

1. Pierce: \$736,782.
2. KME: \$721,015.
3. Spartan: \$689,701.
4. Pierce (alt bid): \$596,695

The Spartan and Pierce (alt bid) fell well short of meeting our requirements.

The KME is a distant second.

The custom-built Pierce primary bid submission best meets our specifications, offers the strongest chassis, and Pierce is best postured to provide the most responsive logistical support over the lifetime of the apparatus.

SHEEHAN PHINNEY

MEMORANDUM

TO: Deborah I. Evans, Executive Director, Somersworth Housing Authority

FROM: Gregory A. Chakmakas, Esq.

DATE: June 14, 2021

RE: Somersworth RAD - PILOT Agreement

I. Summary

- RSA 203:22 permits the Somersworth Housing Authority (“SHA”) to enter into a payment in lieu of taxes agreement with the City of Somersworth (“City”) because SHA remains the indirect owner of the RAD Project (as defined below), continues to control the day-to-day administration of the RAD Project, and holds certain rights to acquire a direct interest in the RAD Project after the conclusion of 15-year compliance period. The indirect ownership structure merely serves to facilitate project funding in accordance with federal tax laws and program rules.

II. Analysis

- SHA is a public housing authority created under RSA 203, the Housing Authorities Law.
- SHA owned and operated the real property (consisting of both land and improvements on the property) located on Bartlet Avenue (consisting of 56 family units commonly known as Albert J. Nadeau Apartments); Franklin Street (consisting of 49 elderly units commonly known as Charpentier Apartments); and Washington Street (consisting of 64 elderly units commonly known as Filion Terrace Apartments) (collectively, the “Property”).
- Under RSA 203:22, SHA was entitled to exemption from all taxes and special assessments of the State of New Hampshire and City on the Property.
- Under RSA 203:22, SHA is authorized to make such payments in lieu of property taxes to the City as the SHA finds consistent with the maintenance of the low-rent character of the housing projects or the achievement of the purpose of the housing authorities law.

- For over 40 years, SHA made certain payments to the City as part of a payment in lieu of taxes agreement (“PILOT”) between the SHA and City dated April 9, 1980.
- To preserve and improve the Property through access to private debt and equity to address immediate and long-term capital needs, SHA utilized the Rental Assistance Demonstration (“RAD”) program through the United States Department of Housing and Urban Development that provided the opportunity to convert existing public housing on the Property to long-term project Section 8 rental assistance (the “RAD Project”).
- To qualify for financing for the RAD Project, SHA needed to create an ownership structure that would attract private investment funds through qualification for federal income tax credits (the “Housing Credit”) under section 42 of the Internal Revenue Code (“IRC”).
- The Housing Credit is an upfront capital subsidy, as opposed to ongoing operating or payment assistance. Corporations invest equity, which greatly reduces the amount of private- or public sector financing necessary for construction.
- A necessary component of utilizing the Housing Credit to create capital is having a pass-through entity (LLC or partnership) take title to the real estate. This structure allows depreciation and Housing Credits to flow to the investor members/partners without the investor taking direct ownership.
- Here, SHA formed Somersworth RAD Limited Partnership (the “Partnership”), consistent with IRC requirements. SHA conveyed the Property to the Partnership and admitted an equity investor in exchange for equity funding to finance the RAD Project.
- SHA Homes, Inc., a New Hampshire corporation, serves as the sole general partner of the Partnership. SHA is the sole shareholder of SHA Homes, Inc., thus, owning 100% of the interests in the sole general partner of the Partnership.
- Consistent with the IRC, SHA received a Right of First Refusal dated March 17, 2021 from the Partnership that entitles SHA to exercise its right of first refusal to acquire the RAD Project at the end of the 15-year compliance period, at which point it would directly own the Property again.
- Moreover, the First Amended and Restated Agreement of Limited Partnership of Somersworth RAD Limited Partnership dated March 17, 2021 grants SHA Homes, Inc., as general partner of the Partnership, the option to purchase the RAD Project or to purchase the investor limited partner’s interests in the Partnership at the end of the 15-year compliance period.
- Under RSA 203:22, an authority may agree to make payments in lieu of such taxes in connection with “[t]he property of the authority”.
- Here, SHA, as the owner of 100% of the interests in SHA Homes, Inc, the sole general partner of the Partnership and controlling participant thereto, maintains indirect ownership of the Property and the RAD Project. This indirect ownership serves the structuring requirements of the IRC to facilitate the contribution of the investor’s equity into the Partnership to finance the capital improvements made in connection with the RAD Project.

- SHA maintains day-to-day control of the Partnership and the Project through SHA Homes, Inc.
- Following the 15-year compliance period and after the investor receives the full benefit of the Housing Credits, SHA will be entitled to exercise its rights under the right of first refusal to obtain full direct ownership of the RAD Project



Other A & B

2021 - Permit Application Temporary Outdoor Seating

Check all that apply: <input checked="" type="checkbox"/> Temp Outdoor Seating/Dining <input type="checkbox"/> Temp Outdoor Lighting	
Business/Location Name & Address: <u>Teatotaler, 69 High St.</u>	
Map: <u>11</u> Lot: <u>63</u>	
Contact: <u>Emmett Soldati</u>	Email: <u>emmettsoldati@gmail.com</u>
Phone: <u>603 978 9225</u>	Mobile: _____ Other: _____
Contact Address: <u>69 High St. Somersworth NH 03878</u>	
Dimensions of Temporary Outdoor Use Area: <u>9.75</u> feet wide x <u>44</u> feet long	
#Tables <u>6</u>	#Seats <u>16</u> Operating Hours <u>Wed-Sun, 8-4</u>
<p>Applicant must submit a sketch **to scale** with the proposed location, dimensions, aisle widths and all furniture (including umbrella) layout.</p> <p>Jersey-like barriers are required between any at-grade vehicular way and proposed temporary seating area.</p> <p>Please also include all preexisting curb ramps, catch basins, man-hole covers, light posts, trees, etc.</p> <p>Parking Requirements: All proposals for a permit should contain sufficient information to show that the applicant has made adequate provision for parking and circulation of vehicles, and that traffic and parking will not pose a threat to public health, safety, or general welfare. Consideration for waiving existing parking requirements will be given on a case-by-case basis provided proposed parking can be shown to operate in a safe and suitable manner and that no parking or backing up of vehicles into the public right-of-way will occur.</p>	
Property Owner Information Name: <u>Somedowntown LLC</u> Address: <u>98 Fairview Ave</u> City, State & Zip: <u>Portsmouth, NH 03801</u> E-mail: <u>dbaker62@me.com</u> Phone #: <u>603-584-3070</u>	Other required items to complete your approval package: <input type="checkbox"/> Copy of updated Liquor License <input type="checkbox"/> Property owner permission letter <input type="checkbox"/> If on City Property, proof of liability insurance naming the City as additional insured. <input type="checkbox"/> Building Permit if you are using a tent (cannot have sides) <input type="checkbox"/> Use of outdoor heaters

Permit issuance is subject to the following key items:

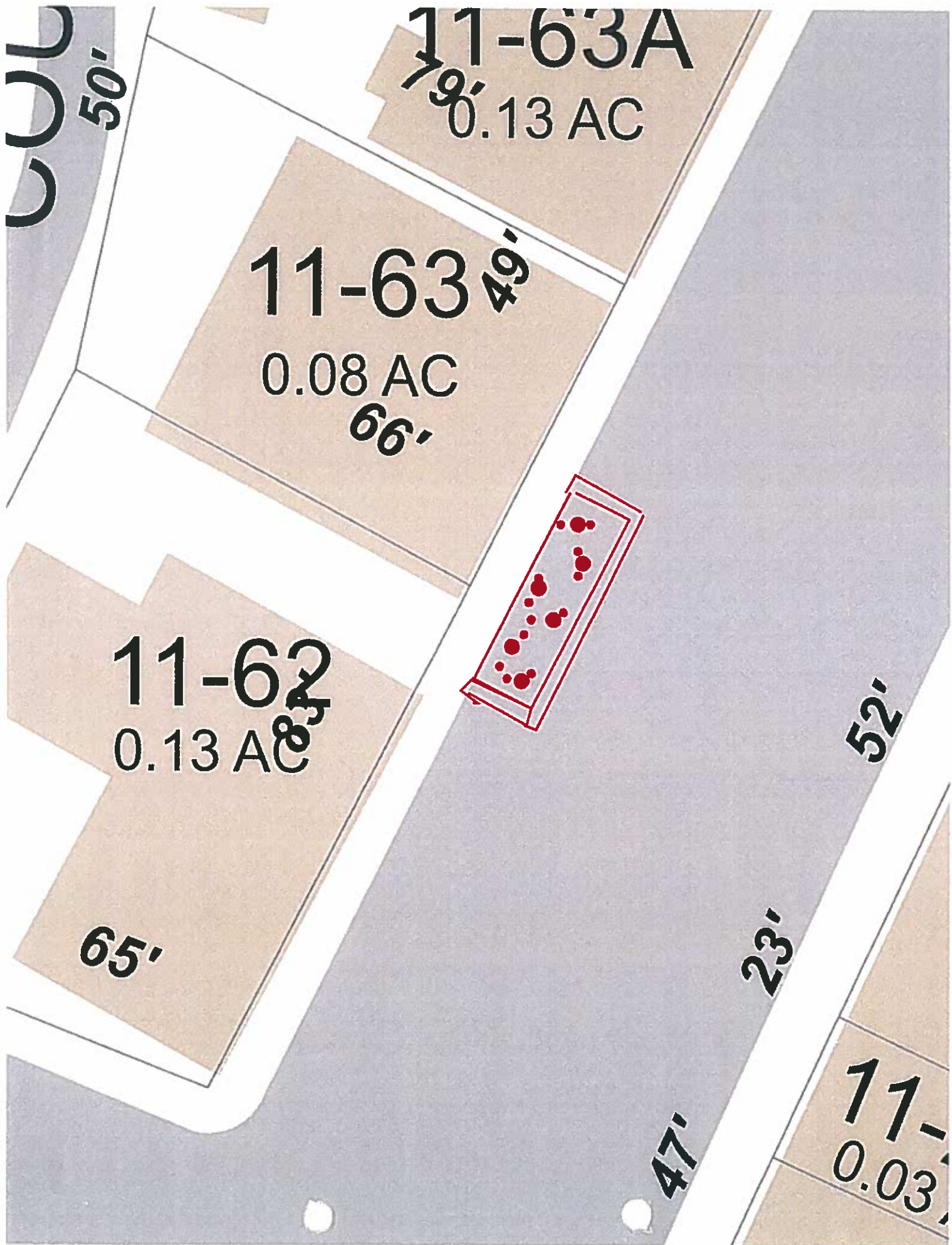
- 1) This permit is subject to the Governor's Covid 19 Reopening Guidance, and subsequent current or future expirations, extensions, or other amendments.
- 2) The applicant agrees to abide by the Governor's COVID -19 Re-Opening Guidance for the Food Service Industry, plus any supplemental conditions issued by the City of Somersworth.
- 3) Please submit all of the information required in this application to the Somersworth Department of Development Services.
- 4) This signed application constitutes consent on the applicant's part to allow for inspections of the property by the City of Somersworth.
- 5) The City Manager, or designee, has the authority to revoke or suspend the permit at his/her discretion at any time for any reason.

Signature of Applicant: [Signature]

Date: 5/27/21

Signature of Property Owner
(if not same as applicant) [Signature]

Date: 4/14/21



11-63A
0.13 AC

11-63
0.08 AC

11-62
0.13 AC

11-61
0.03 AC

TRAFFIC SAFETY COMMITTEE MEETING MINUTES

June 23, 2021

Attendance: Captain Russell Timmons, Chairman; Michelle Mears, Director of Planning & Community Development; Mike Bobinsky, Public Works Director; Amber Ferland, City Engineer; George Kramlinger, Fire Chief; Paul Robidas, Member At-large; Jenne Holmes, Member At-large;

Citizen: Emmett Soldati arrived at 2:10

Absent: Robert Belmore, City Manager; Robert Gadomski, School Superintendent; Ken Vincent, City Councilor Representative

The Chairman called the Meeting to order at 3:00 pm.

1. **Approval of February 23, 2021 Meeting Minutes:** Paul Robidas motioned to approve meeting minutes, 2nd by Mike Bobinsky. Minutes Approved.

2. **Removal of Overhead Traffic Light at Green Street & Indigo Hill Road**

The overhead four corners Traffic Light at the intersection of Green Street at Indigo Hill Road is inoperative. The question is, should the traffic light be repaired or removed. Captain Timmons stated he researched accident data at that intersection starting in 2016. In 2016 there were two accidents reported each year thereafter resulted in 1 accident reported? Paul Robidas asked what the causes of accidents were. Timmons said nose to tail, linear wrecks. Timmons asked Mike and Amber their thoughts on this light. Mike Bobinsky said it was discovered about 6 months that the light was not working, It was determined that the controller failed. The cost to repair the controller was estimated at \$4,300. Mike asked the State DOT if they were willing to share the repair cost. NHDOT was not willing to help with the cost. Chief Kramlinger suggested we should remove some of the shrubbery to open up a better line of sight. Bobinsky indicated DPW would look into trimming some of the shrubs at the intersection. Robidas commented that we really do not need this light based on accident data.

Motion: Paul Robidas motions that the light be removed. Jenne Holmes seconded.

The Vote: All in favor

4. **Request to Allow On-Street Dining, High Street – Teatotaler**

Captain Timmons moved this Agenda item up to accommodate Emmett Soldati, who was in attendance. Mr. Soldati said his request is to accommodate outside dining for non-vaccinated people to make them feel more comfortable. He applied for an obstruction permit to have tables in the 2-parking spots in front of his business, not to extend to bike lane. He is willing to have Jersey Barriers (JB) in place outlining this area. Emmett said his business is booming and this will only benefit the City by bringing in more people to the area. Emmet stated that Somersworth does not have a lot of restaurants and he hopes this will encourage other restaurants. He also believed this would show that Somersworth is willing to work them to benefit the City.

Mike Bobinsky said his concern is from a maintenance aspect, street sweeping, etc...

Emmett said JB's will be removed before winter months and he will make sure the patio area is kept tidy and secure. Items will be brought back in at night or lock down anything that is heavy that will stay outside. Emmett feels that having JB's will help with speeding on High Street. Chief asked how would you connect them? Emmett said he would use the same Barriers that Rochester is using, dressing them up so they stand out.

Robidas noted that Kittery and Rochester on street dining are located on 1-way streets. We have 2-way traffic.

Captain Timmons doesn't think 2 parking spaces will be adequate. He questioned are cars going to be parking right up to the JB's? He also questioned the losing of parking spaces? He also cautioned about the types of vehicles that travel High Street.

Emmett said only 2 spots will be used and these spots are usually used by his customers. Robidas asked the Chief do we have any type of guidance if cars hit the JB's. Chief said no we do not, JB's would have to be aligned to deflect vehicles. I share the same concern. Robidas said what happens when other establishments ask for the same?

Bobinsky asked what is the material. Emmett said it is concrete and we will use the same company as Rochester. We also have the largest parking spots and we would be flexible to make is smaller, taking 1-spot and shortening the other. Captain Timmons said it still comes back to a traffic safety concern and my worry is that the JB's won't be adequate. Before I feel comfortable I would like to see a report on how they work and how the JB's need to be applied.

Emmett noted that safety is also his concern. I can prove this is safe, it is proven that JB's calm traffic and also slows traffic flow. Emmett will reach out to Rochester. Chief Kramlinger states his vote is to say no. Emmett noted the JB's would be parallel to traffic. Jenne Holmes asked if parking spaces are City property or do they become an extension of the business? If an accident occurs who's responsible? Bobinsky said we would need certificate of insurance naming the City additionally insured. Emmett stated that his COI naming the City is listed under his policy. Jenne asked how many tables are we talking? Emmett said 4-4tops = 16 seats.

Captain Timmons said we need a recommendation, do we as a Committee support or not support this request? He told Emmett that we need more information on the adequacy of JB's to move forward. Emmett said this is an opportunity to get more business, to accommodate more people. I would be happy to angle JB and lose a few seats. JB's are meant to protect, if your concern is safety maybe you should review why High Street is unsafe? Emmett said I could be sitting in my car in a parking spot and a car could drive into me? JB's are meant to protect. Robidas said my concern in my ignorance to JB's. A car is different than 14-16 people sitting in this area. Bobinsky said this should have been brought to Traffic Safety months ago. Robidas said this is Council's decision it's City property.

Motion: Robidas motions to deny the request, Chief Kramlinger seconded.

The Vote: All in Favor.

Continued conversation...Amber Ferland noted that the manufacturer of JB's have specification on their limitations. Bobinsky said it's City property so Council decision. Emmett said I was never told about the Agenda and what was needed, never given the time to prepare for this. Captain Timmons said the recommendation to deny the request will be sent to the City Council.

3. Request to Change Current Parking on Pleasant Street Area of High Street.

Citizen Ed LeVasseur lives on Pleasant Street and wants to change the current parking. The area in question is on the High Street end of Pleasant Street, when you turn onto Pleasant Street the area immediately south. An ordinance prohibits parking on the Dover side of Pleasant Street, for a distance of 150 feet. Ed suggested allowing parking in that area. He also proposed to Captain Timmons that if this was not possible to consider seasonal parking there, with no winter parking allowed.

A discussion followed as to why parking is prohibited in that area. This included concerns for safe passage of Fire Apparatus and the road width being narrow. The issues were magnified during winter plowing. Paul Robidas said we made that change for those reasons, leave it alone.

Motion: Paul Robidas to deny the request. Chief Kramlinger seconded.

The Vote: All in Favor

Captain Timmons asked if there were any miscellaneous items. Mike Bobinsky asked if there had been speed limit signs on Blackwater RD, the area between Route 108 and the Old Rochester RD. Captain Timmons recalled that there had been signs added to an effort to mediate the accidents at the intersection of Blackwater Rd and Old Rochester RD. It's possible they were removed by contractors or damaged. Captain Timmons concurred with the recommendation to replace the speed limit signs in that area. Bobinsky agreed contractors could have removed the signs.

***Motion: Paul Robidas to Adjourn the meeting, 2nd by Mike Bobinsky,
Vote: All in favor Motion carries meeting adjourned at 3:27 pm***

Respectfully Submitted:
Brenda Ann Breda, Executive Assistant
to the City Manager

Memorandum

TO: Mayor Hilliard, City Councilors and City Manager Belmore

FM: Mark E. Beliveau, Esq.
Pierce Atwood LLP

DT: July 16, 2021

RE: Somersworth Sanitary Landfill Superfund Site

The purpose of this Memorandum is to briefly describe the three documents related to the Superfund Site that require your review and, if you deem appropriate, approval at your meeting on July 19, 2021. The three documents are:

1. First Amendment to Notice of Activity and Use Restrictions.
2. Boundary Line Adjustment Plan – Tax Map 34 Lot 8A and Tax Map 22 Lot 50AA.
3. Easement and Restrictive Covenant Agreement with Public Service Company of New Hampshire and easement plan.

I recommend that the City Council approve these documents and authorize the City Manager to take all necessary actions to finalize, execute and record the documents referenced above.

At the end of this Memorandum, I have provided a brief status update on the Superfund Site. I look forward to meeting with you on July 19, 2021.

Background

The U. S. Environmental Protection Agency (EPA) issued its Fourth Five-Year Review Report on the Superfund Site in September 2020. In its report, EPA requested that the Activity and Use Restriction (AUR) recorded in 2015 be amended to specifically identify all parcels that contain waste or components of the remedy. The documents and plans listed above were prepared to comply with this request.

1. First Amendment to Notice of Activity and Use Restrictions

The First Amendment describes in detail and refers to all of the parcels owned by the City that contain waste or components of the remedy. References are made to deeds, plans and newly prepared plans. Certain other clarifying modifications are also made to the AUR such as confirming third-party beneficiary status for the State and EPA, site contact information and a revised Exhibit A.

2. Boundary Line Adjustment Plan

In order to properly and clearly amend the AUR, a survey was performed to locate certain property boundary lines and remedy components. The intent of the Boundary Line

Adjustment Plan is to show the adjusted boundary line between Tax Map 34 Lot 8A and Tax Map 22 Lot 50AA, the location of the chemical treatment wall (CTW) on Tax Map 34 Lot 8A and the location of the restricted area on Tax Map 34 Lot 8A. With the approval of the Boundary Line Adjustment Plan by the City Council, it will be submitted to the Somersworth Planning Board for approval after which it will be recorded at the Strafford County Registry of Deeds.

3. Easement and Restrictive Covenant Agreement with PSNH

PSNH owns a small parcel of land (Tax Map 22 Lot 9) adjacent to the Superfund Site along Blackwater Road. In 2003, the City and General Electric Company constructed a passive landfill gas venting system at the Superfund Site, a portion of which was constructed under and on the PSNH property with the permission of PSNH.

As part of its Fourth Five-Year Review, EPA requested that the PSNH land be added to the AUR since part of the landfill gas venting system is located on the land. After discussions with all interested parties, it was concluded that it would be preferred to limit the AUR to land owned by the City and enter into an easement and restrictive covenant agreement with PSNH. While the landfill gas venting system was lawfully located on PSNH land, it was only pursuant to a license agreement and EPA requested a more permanent arrangement such as an easement.

The Easement and Restrictive Covenant Agreement grants to the City and General Electric Company, as the Somersworth Landfill Site Group (SLG), an easement to construct, maintain and repair the landfill gas venting system. At the same time, PSNH is prohibited from digging or otherwise disturbing the soil within the defined easement area. The SLG has agreed to indemnify PSNH from all damages resulting from the installation and maintenance of the landfill gas venting system on the PSNH property.

Update on the Status of the Operation and Maintenance of the Superfund Site

The City and General Electric Company are responsible for performing Operation and Maintenance activities at the Landfill. These activities include:

- Biennial hydraulic testing of the CTW
- Annual inspections of the landfill cover, access roads, monitoring wells, and the landfill gas venting system
- Operation and Maintenance of the bedrock groundwater extraction system, when it is operating (the system was shut off in 2014)
- Sampling of groundwater site monitoring and compliance wells. Frequency of sampling varies by well based on monitoring objectives and may occur annually, biennially or every five years
- Biennial monitoring of the soil gas probes and vent pipes from the landfill gas venting trench

In its Fourth Five-Year Review report, EPA concluded that the remedy at the Superfund Site is currently protective of human health and the environment in the short-term for the following reasons:

- The permeable cover is preventing exposure to contaminated soil and waste
- The landfill gas venting trench is performing as designed
- The CTW is treating overburden groundwater to below interim cleanup levels
- Natural attenuation processes are taking place in both the overburden and bedrock groundwater
- Most of the required institutional controls have been established to prevent human and ecological exposures as envisioned in the Record of Decision and related documents

For the remedy to be protective in the long term, EPA concluded that the following actions need to be taken:

- ✓ Determination of whether the remedy remains protective in light of the newly promulgated NH PFAS standards and if further action is needed
- ✓ Continued monitoring for PFAS, refinement of the site conceptual model and a determination of the timeframe needed to reduce PFAS levels
- ✓ Sampling surface water and sediment in the wetlands for arsenic to confirm conditions are still protective for ecological receptors
- ✓ Implementation of institutional controls for parcels that contain waste or components of the remedy

After recording return to:
Pierce Atwood LLP
Attn: Mark E. Beliveau, Esq.
One New Hampshire Avenue
Suite 350
Portsmouth, NH 03801

FIRST AMENDMENT TO NOTICE OF ACTIVITY AND USE RESTRICTIONS

Site: Somersworth Sanitary Landfill Superfund Site
Blackwater Road
Somersworth, New Hampshire 03878

NHDES Site No.: 198405055

EPA Site ID: 980520225

This First Amendment to Notice of Activity and Use Restriction ("First Amendment") is made on this ____ day of _____, 2021, by the City of Somersworth, Somersworth, New Hampshire 03878, together with its successors and assigns (collectively "Owner").

WITNESSETH

WHEREAS, the Owner recorded a Notice of Activity and Use Restrictions dated July 23, 2015, at the Strafford County Registry of Deeds, Book 4314, Page 0023 (the "AUR");

WHEREAS, EPA and NHDES have requested that the Owner amend the AUR to more clearly identify those parcels of land, or portions thereof, that are subject to the terms of the AUR; and

WHEREAS, the Owner desires to make certain other clarifying modifications to the AUR.

NOW, THEREFORE, Owner declares, and notice is hereby given, that the AUR is hereby amended as set forth below:

1. The fourth recital paragraph of the AUR is hereby amended in its entirety and shall henceforth state as follows:

WHEREAS, the City of Somersworth is the owner in fee simple of the following parcels of land: (a) City of Somersworth Tax Map 22, Lot 50AA, as described in deeds recorded at the Strafford County Registry of Deeds at Book 439, Page 379 and Book 2156, Page 746, (b) City of Somersworth Tax Map 22, Lot 50, as shown on a plan entitled "Community Development Site Subdivision" for the City of Somersworth, dated August 1975, approved by the Somersworth Planning Board on August 27, 1975 and recorded as Plan No. 16-29, in the Strafford County Registry of Deeds, and (c) City of Somersworth Tax Map 34, Lot 8A, as shown on a plan entitled "Boundary Line Adjustment, City of Somersworth, Municipal Landfill off Maple Street & Blackwater Road, Somersworth, New Hampshire" dated May 26, 2021, last revised _____, 2021, approved by the Somersworth Planning Board on July ____, 2021 and recorded as Plan _____, in the Strafford County Registry of Deeds (collectively the "Property");

2. The fifth recital paragraph of the AUR is hereby amended in its entirety and shall henceforth state as follows:

WHEREAS, the restrictions established by this document shall apply to those portions of the Property that contain landfill waste or remedial components necessary to meet the requirements of the ROD, Consent Decree, ESD and any associated Statement of Work, as depicted on the plan entitled "Site Layout" Somersworth Sanitary Landfill Superfund Site, Somersworth NH, prepared by Geosyntec Consultants, dated July 2021, attached hereto and made a part hereof as Exhibit A (the "Restricted Area");

3. The seventh and eighth recital paragraphs of the AUR are hereby deleted. A new final recital paragraph shall be added to the AUR and state as follows:

WHEREAS, the Owner also agrees, and intends by this document, to grant to the State and EPA as third-party beneficiaries, the right to enforce the terms of this AUR.

4. A new paragraph 9 shall be added to the AUR and state as follows:

9. Recitals. The recital paragraphs on pages 1 and 2 of the AUR are incorporated herein by reference and made a part hereof.

5. In Paragraph 8 of the AUR, the mailing code for the United States Protection Agency, "(OSRR07)", is hereby replaced with "(07-1)."

6. The final paragraph of the AUR, immediately above the signature block for the Owner, is hereby amended in its entirety and shall henceforth state as follows:

Owner hereby acknowledges and agrees that this Notice shall become effective upon execution by a duly authorized representative of the Owner and recordation at the Strafford County Registry of Deeds in the chain of title for the Property.

7. Except as specifically provided for herein, all other terms, conditions and provisions of the AUR are hereby ratified, reaffirmed and in full force and effect.

[Remainder of page intentionally left blank—signature page follows]

WITNESSETH the execution hereof this ____ day of _____, 2021.

City of Somersworth

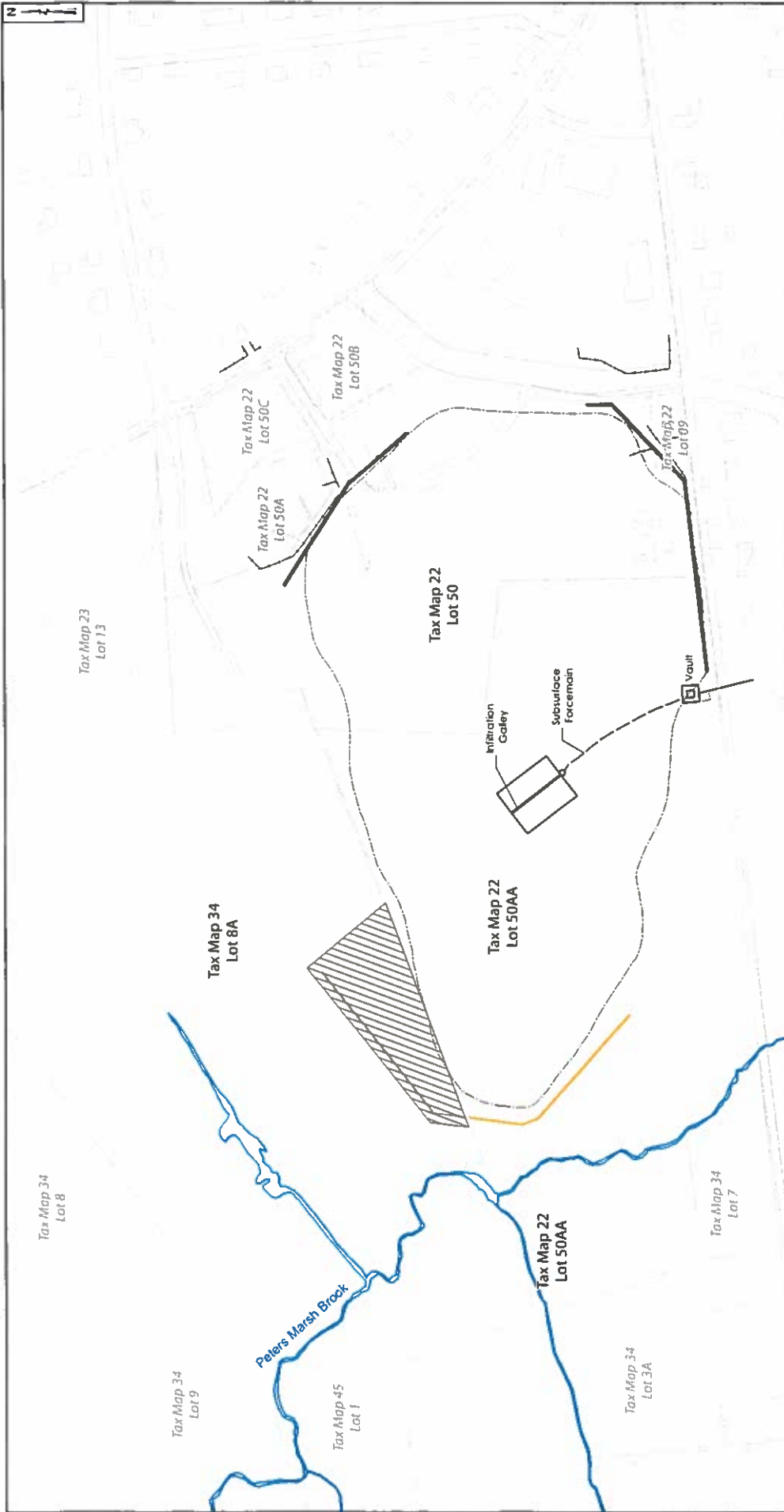
By: _____
Robert M. Belmore, City Manager

STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

This instrument was acknowledged before me on _____, 2021 by Robert M. Belmore as City Manager of the City of Somersworth, New Hampshire.

Notary Public
Printed Name: _____
My Commission Expires: _____



Notes:

1. This Figure has features presented in color. Accordingly, a color copy of this Figure should be consulted to accurately identify all features. A color copy of this Figure can be obtained by contacting the City of Somersworth, 100 Main Street, Somersworth, NH 03088.
2. See also plan entitled "Boundary Line Adjustment, City of Somersworth, Municipal Landfill off Maple Street & Blackwater Road, Somersworth, New Hampshire" dated May 26, 2021, last revised July 1, 2021, approved by the Somersworth Planning Board on July 1, 2021 and recorded as Plan 2021-001 in the Stratford County Registry of Deeds.
3. Survey performed by Trinch Engineering Corporation of Dover, New Hampshire.
4. "Restricted Area" indicates Notice of Activity and Use Restrictions Recorded in SCRD Book 4314 Page 23 and amended by the first amendment to notice of activity and use restrictions to be recorded.

Chemical Treatment Wall
Landfill Gas Venting
City of Somersworth property boundary
City of Somersworth extent of waste area
Property Parcel Tax Map
Tax Map 22 Lot 50AA - Owned by City of Somersworth
Tax Map 34 Lot 3A - Not owned by City of Somersworth
Restricted Area

Site Layout and Property Boundaries
 Somersworth Sanitary Landfill Superfund Site, Somersworth, NH

Geosyntec
 CONSULTANTS

Guelph
 July 2021

Exhibit
 A

STAFF REPORT

Agenda item #3A

for **Planning Board Meeting of July 21, 2021**

TO: Planning Board

FROM: Michelle Mears, AICP
Director of Planning and Community Development

DRAFT

SUBJECT: City of Somersworth, is seeking a lot line adjustment between the properties located on Maple Street and Blackwater Road, in the Recreation and Residential Single Family (REC &R1) Districts, Map 22 Lot 50AA and Map 34 Lot 8A, SUB#03-2021

At the June 16, 2021 the applicant requested that the application be continued to provide additional information.

Applicant has provided an updated plan set dated July 1, 2021.

Tritech has prepared a boundary line agreement between the two City owned properties in question based on NH RSA 472:1.

472:1 Disputed Boundary. – Whenever the boundary line between the land or estates of adjoining owners is in dispute, and the location of the same as described in the deeds of said owners or of their predecessors in title cannot be determined by the monuments and boundaries named in any of said deeds, the parties may establish said line by agreement in the following manner, and not otherwise.

Application Acceptance: Staff recommends that the Board accept the application as complete and begin the review process.

MOTION: I move that the application of the City of Somersworth for a lot line adjustment between two properties be

ACCEPTED AS COMPLETE FOR REVIEW/

FOUND INCOMPLETE AND CONTINUED TO THE MEETING OF (DATE)

FOR (CITE REASON)

Waiver Requests: N/A

Voluntary Lot Merger: N/A

Conditional Use Permit: N/A

Staff Recommendation: Staff recommends that the Board grant a conditional approval for 2-lot subdivision with the following criteria:

1. PLAN REVISIONS:

a. None

2. CONDITIONS THAT MUST BE MET PRIOR TO FINAL APPROVAL

- a. The final plans shall bear the stamp and signature of the engineer, licensed land surveyor, and the landscape architect. Please submit five folded 24" x 36" paper copies of the full set of plans to the Office of Development Services for final endorsement.
- b. **FEDERAL AND STATE PERMITS** - All Federal and State permits shall be in place before plan signing and recording, including NHDES Alteration of Terrain, and NHDES Shoreland Permit, NHDES Wetlands permit and NHDOT driveway permit.

3. AS-BUILT PLANS.

- a. Within thirty days of the completion of the project and prior to the issuance of an occupancy permit, an electronic As-Built Plan of the proposed development with details acceptable to the Department of Development Services shall be provided in either .pdf and paper copy. Once approved by the Department of Development Services the applicant shall submit final Asbuilts in both paper copy and on CD. This plan must be in a dwg or dxf file format and in NAD 1983 State Plane New Hampshire FIPS 2800 Feet coordinates.

DURATION OF APPROVAL: All conditional approvals shall be valid for a period of 120 days in which time all precedent conditions must be met or the approval shall be null and void. The applicant may request an extension no later than 14 days prior to expiration.

EXTENSIONS: All requests for extension must be submitted in writing to the Department of Development Services no later 14 days prior to expiration with the appropriate fees. Failure to comply with the deadline dates without submission of a written request for extension will result in the approval being null and void.

APPEAL PROCESS: Pursuant to RSA 677:15, an aggrieved party may appeal this decision to the Strafford County Superior Court within 30 days of the date the Board voted to approve or disapprove the application, or to the ZBA pursuant to RSA 676:5, III within 30 days of the date the Board made its decision.

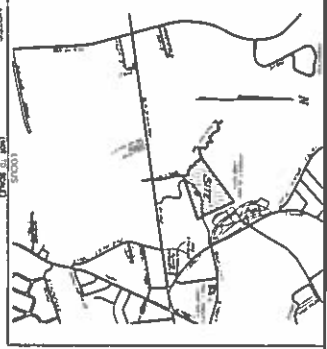
Subdivision Motion: I move that the request of the City of Somersworth for a lot line adjustment between 2 properties located at Maple Street and Blackwater Road, Map 22 Lot 50AA and Map 34 Lot 8A be

APPROVED/

APPROVED WITH THE FOLLOWING CONDITIONS/

CONTINUED to the meeting of (DATE SPECIFIC) to allow (CITE REASON): /

DENIED (CITE REASONS)



NOTES
 1. TO SHOW THE EXISTING BOUNDARY LINE BETWEEN SOMERSWORTH AND THE CITY OF NEW HAMPSHIRE, THE MAP IS BASED ON THE 1971 AERIAL PHOTOGRAPH. THE BOUNDARY LINE IS SHOWN AS A DASHED LINE. THE BOUNDARY LINE IS SHOWN AS A DASHED LINE. THE BOUNDARY LINE IS SHOWN AS A DASHED LINE.

2. CURRENT CHARTER OF NEW HAMPSHIRE, CITY OF SOMERSWORTH, NEW HAMPSHIRE, MAY 1971.

3. SUBJECT PARCELS, AS LOCATED IN THE CITY OF SOMERSWORTH, COUNTY OF ROCKINGHAM, NEW HAMPSHIRE, MAY 1971.

4. THE MAP IS BASED ON THE 1971 AERIAL PHOTOGRAPH.

5. THE MAP IS BASED ON THE 1971 AERIAL PHOTOGRAPH.

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31. THE MAP IS BASED ON THE 1971 AERIAL PHOTOGRAPH.

32. THE MAP IS BASED ON THE 1971 AERIAL PHOTOGRAPH.

TRITECH

**TAX MAP 34
 LOT 8A
 4.23 ACRES**

**TAX MAP 22
 LOT 50AA
 CITY OF SOMERSWORTH
 1.00 ACRES**

**TAX MAP 22
 LOT 50
 CITY OF SOMERSWORTH
 1.00 ACRES**

APPROVED BY THE SOMERSWORTH
 PLANNING BOARD ON _____
 SIGNED BY _____

BLA-2

**BOUNDARY LINE ADJUSTMENT
 CITY OF SOMERSWORTH
 MUNICIPAL LANDFILL
 OFF MAPLE STREET & BLACKWATER ROAD
 SOMERSWORTH, NEW HAMPSHIRE
 JULY 1, 2021 JOB No. 20138
 SCALE: 1" = 40'**



REVISIONS	DATE	DESCRIPTION

TRITECH
 ENGINEERING CORPORATION
 700 CENTRAL AVENUE
 COVINGTON, NEW HAMPSHIRE 03040
 TELEPHONE 603 746 6177
 FAX 603 746 3950

After recording return to:
Pierce Atwood LLP
Attn: Mark E. Beliveau, Esq.
One New Hampshire Avenue
Suite 350
Portsmouth, NH 03801

EASEMENT AND RESTRICTIVE COVENANT
AGREEMENT

This Easement and Restrictive Covenant Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2021, by and between Public Service Company of New Hampshire, having an address of 780 N. Commercial Street, Manchester, New Hampshire 03105, (“Owner”) and the Somersworth Landfill Site Group (“SLG”), an unincorporated association, the members of which are set forth in Exhibit A appended hereto. The SLG has a mailing address of City of Somersworth, One Government Way, Somersworth, NH 03878, Attn. City Manager.

RECITALS

- A. The Owner is the owner of certain real property located on the north side of Blackwater Road in Somersworth, NH as shown on the plan entitled “Gas Venting Trench Easement, ‘Diamond Corner Substation Lot’, Public Service of New Hampshire, Blackwater Road, Somersworth, New Hampshire” (“Property”) dated June 16, 2005, last revised March, 2021, and recorded in the Strafford County Registry of Deeds as Plan D-_____ (“Plan”);
- B. The Property is located adjacent to the Somersworth Sanitary Landfill, which is located off Blackwater Road in Somersworth, New Hampshire;
- C. On September 8, 1983, the United States Environmental Protection Agency (“EPA”) placed the Somersworth Sanitary Landfill on the National Priorities List (referred to as the Somersworth Sanitary Landfill Superfund Site or the “Site”);
- D. In June 1994, EPA issued a Record of Decision (“ROD”) which described the selected remedial action for the Site, developed in accordance with the

Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), the National Oil and Hazardous Substances Contingency Plan (NCP), and 40 CFR Part 300 *et seq.*, as amended.

- E. The ROD sets forth the clean-up remedy for the Site including, but not limited to, the following: (i) construction of a chemical treatment wall to provide *in situ* flow-through treatment of contaminated overburden groundwater; (ii) construction of a permeable cover over the landfill; (iii) pumping of bedrock monitoring well B-12R to extract and treat contaminated groundwater; (iv) monitoring of groundwater and, (v) implementation of institutional controls;
- F. The members of the SLG are parties to a Consent Decree approved and entered by the United States District Court for the District of New Hampshire, Civil Action No. c-96-46-SD, on March 19, 1996 and recorded at the Strafford County Registry of Deeds Book 1862, Page 0358 ("Consent Decree"), and are referred to therein as "Work Settling Defendants;"
- G. In 2003, the SLG constructed a passive landfill gas venting system consisting of two trench segments along the eastern side of the Site including seven vent stacks ("Landfill Gas Venting System"), a portion of which was constructed on the Property with the permission of the Owner;
- H. In 2013, EPA issued an Explanation of Significant Differences (the "ESD"), which modified the remedial action called for in the ROD for the Site, and, among its other purposes, declared the Landfill Gas Venting System to be a component of the Site remedy and described Institutional Control requirements to protect the remedial action and prevent exposure to Site contamination; and
- I. The Owner is willing: (i) to allow the SLG or its designee(s) to construct, maintain, repair, remove and replace the Landfill Gas Venting System at the Property within the Easement Area as shown on the Plan with all related costs being the responsibility of the SLG; (ii) to restrict the Easement Area as shown on the Plan by agreeing to limit its use of the Easement Area as described herein, and (iii) to allow the SLG, EPA and the New Hampshire Department of Environmental Services ("NHDES") or their designee(s) access on, over, across and under the Easement Area as shown on the Plan for the purposes described herein and in accordance with the terms and conditions set forth in this Agreement.
- J. The Owner also agrees and intends by this document to grant to EPA and NHDES, as a third-party beneficiaries, the right to enforce the terms of this Agreement.

NOW, THEREFORE, in consideration of the facts, easements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Easements. The Owner hereby grants to the SLG and each of its members as GRANTEES, and their respective employees, agents, consultants, contractors, representatives, and invitees (including EPA and NHDES or their designee(s)), the non-exclusive right and easement to enter, from time to time, on, over, across and under the Easement Area at the Property as shown on the Plan, with personnel, vehicles, materials, equipment and machinery in order to plan for, undertake, conduct and monitor the activities authorized by this Agreement. Such right and easement shall include, without limiting the generality of the foregoing, the following:

- (a) the right to enter upon the Easement Area at the Property as shown on the Plan to install and construct, maintain, repair, remove, replace, survey, sample and monitor the Landfill Gas Venting System, soil gas probes, associated equipment and related improvements (the "Landfill Gas Venting System Maintenance"), with all such work and materials being at the sole cost and expense of the SLG;
- (b) the right to enter upon the Easement Area at the Property as shown on the Plan to permanently decommission and close the vent stacks or any part of the Landfill Gas Venting System, with all such work and materials being at the sole cost and expense of the SLG;
- (c) the right to enter upon the Easement Area at the Property as shown on the Plan to mow grass, trim, cut down and remove bushes and trees within the Easement Area to the extent reasonably necessary to conduct the activities described in Paragraphs 1, 1(a) and 1(b) hereinabove;
- (d) the right to enter upon the Easement Area at the Property as shown on the Plan to inspect the Easement Area to determine compliance with this Agreement; and
- (e) the right to enter upon the Property to the extent reasonably necessary to conduct any additional activities as may be required to implement the remedial action called for in the ROD and ESD within the Easement Area, including the activities described in Paragraphs 1, 1(a), 1(b), 1(c) and 1(d) hereinabove.

2. Restrictive Covenant. The Owner declares, covenants and agrees that the Easement Area at the Property as shown on the Plan shall be subject to the following restrictions, which restrictions shall run with the Property and be binding on the Owner and all its successors and assigns including, without limitation, its successors in title to the Property, until such time as these restrictive covenants may be terminated in accordance with Section 9 hereof:

- (a) there shall be no digging, excavation, disturbance of soil, or construction within the Easement Area unless approved in advance by the SLG, EPA and NHDES in their discretion;

(b) there shall be no activity or use of the Easement Area which the SLG, EPA or NHDES, or any one of them determine, in their discretion, would harm, undermine or otherwise adversely impact the operation of the Landfill Gas Venting System or impair the implementation of the remedial action for the Site; and

(c) there shall be no disturbance of the Landfill Gas Venting System.

3. Compliance with Laws. All actions taken by the SLG within the Easement Area and at the Property as permitted by this Agreement shall be in accordance with all applicable laws.

4. Indemnification. The SLG shall indemnify, defend and hold harmless, the Owner, its affiliates, parent company and subsidiaries and its and their officers, directors and employees, from and against any and all claims, actions, liabilities and proceedings and all loss, cost and expense arising out of, caused by or resulting from the installation of the Landfill Gas Venting System and the Landfill Gas Venting System Maintenance at the Property.

5. Non-Interference. The Owner covenants and agrees that neither it nor its successors or assigns (including, without limitation, its successors in title to the Property) nor any person claiming by, through or under it shall take or cause to be taken any action(s) which will interfere with (a) the exercise of the easement rights set forth in Paragraph 1 hereof; (b) the restrictions set forth in Paragraph 2 hereof, (c) the Landfill Gas Venting System, or (d) the implementation, integrity or protectiveness of the work or other activities authorized by this Agreement.

6. Parties and Property Benefitted. The easements, covenants, rights and agreements set forth in this Agreement shall be for the benefit of the Site and shall also be for the express benefit of and enforceable by each of the following parties (the "Benefitted Parties"): the SLG and each of its members; EPA; NHDES and each of the aforesaid parties' respective successors (including, as applicable, successor regulatory agencies) and assigns. In addition, each of the access rights granted herein shall be for the benefit of the employees, agents, consultants, contractors and representatives of each of the Benefitted Parties.

7. Enforcement. Each of the Benefitted Parties, shall have the right to enforce this Agreement and all rights and restrictions granted hereunder or pursuant hereto by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations. The exercise by any of such parties of one remedy hereunder shall not have the effect of waiving or limiting any other permitted remedy, and failure to exercise any remedy on any one occasion shall not have the effect of waiving or limiting the use of any other remedy or use of such remedy at any other time.

8. Reference to this Agreement in Subsequent Instruments of Transfer.

- (a) This Easement and Restrictive Covenant Agreement shall be incorporated either in full or by reference into the chain of title in all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instruments of transfer, whereby an interest in and/or a right to use the Property or a portion thereof is conveyed. The notice in such instrument shall be substantially in the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EASEMENT AND RESTRICTIVE COVENANT AGREEMENT, DATED _____, 2021, RECORDED IN THE STRAFFORD COUNTY REGISTRY OF DEEDS BOOK _____, PAGE _____.

- (b) Failure of the Owner or the successor in title to comply with the requirements of this Paragraph 8 shall not affect the validity, enforceability or priority of this Agreement. The provisions of this Agreement shall survive any subsequent sale or transfer of the Property by the Owner or successor in title to the Property. Any present or future owner of the Property or any interest therein, by the acceptance of a deed of conveyance of all or any part of the Property or any interest therein, whether or not the deed shall so express, shall be deemed to have accepted the Property subject to the easements, restrictions, rights and covenants contained herein and shall be deemed to be bound by, obligated to comply with and otherwise subject to, the easements, restrictions, covenants and agreements set forth herein.

9. Termination. The rights, easements and restrictions imposed by this Agreement, together with the covenants set forth herein, shall terminate and this Agreement shall no longer be of any force and effect upon (a) the issuance by EPA of a Certificate of Completion of the Work pursuant to paragraph 51 of the Consent Decree, or (b) the parties hereto executing and recording with the Strafford County Registry of Deeds a written instrument evidencing the termination of this Agreement, which instrument shall either (i) be endorsed with the approval of such termination by EPA, or (ii) be recorded together with a document evidencing EPA's approval of such termination. Within ninety (90) days of termination, SLG shall, at its sole risk and expense, remove the Landfill Gas Venting System from the Property and grade, stabilize and seed any disturbed areas.

10. Governing Law; Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire or of the United States, as applicable, and shall be liberally interpreted so as to effect its remedial purpose of ensuring (a) the protectiveness of the remedy set forth in the ROD, ESD and Consent Decree and (b) non-interference with the performance of the activities authorized by this Agreement.

11. Full Integration; Binding Effect. This Agreement shall constitute the full and complete understanding and agreement between the parties with respect to the subject matter hereof, and shall supersede and terminate all other prior or contemporaneous understandings and agreements, whether oral or written, with respect to said subject matter. This Agreement shall constitute a binding servitude and shall run with the Property for the benefit of the Site until terminated as provided in Paragraph 9, hereof, and shall be binding upon all successors and assigns of the parties hereto.

12. Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and delivered by United States Mail, postage prepaid and sent by certified or registered mail, return receipt requested, or by a national overnight courier, which provides evidence of delivery or refusal, addressed as follows:

In the case of the Owner:

Public Service Company of New Hampshire
780 N. Commercial Street
Manchester, NH 03105
Attn: General Counsel

**In the case of the
Somersworth Landfill Site Group:**

Somersworth Landfill Site Group
c/o City of Somersworth
One Government Way
Somersworth, NH 03878
Attn: City Manager

Any such notice, request, demand or other communication shall be deemed to have been given on the earlier of the actual receipt by the intended recipient or the third business day after the date when deposited in the United States Mail or the first day after deposit with an overnight courier as provided above. Either party may change its said address for purposes of notices, requests, demands or other communications hereunder by notice given in the above manner to the other party, with a notarized copy of said notice, which shall refer to this Agreement and the Book and Page of its recording, to be recorded with the Strafford County Registry of Deeds.

13. Private Easements. The provisions hereof are not intended to, and do not, constitute a dedication for public use. The rights and easements herein created are private and for the benefit of the parties to this Agreement.

14. Recitals. Recital paragraphs A. – J. on pages 1 and 2 of this Agreement are incorporated herein by reference and made a part hereof.

15. Modification. The terms and conditions of this Agreement may not be altered, modified or changed in any manner except by an instrument duly executed by all the parties hereto or their respective successors in interest, which instrument shall be recorded in the Strafford County Registry of Deeds.

[signature pages and Exhibit A follow]

Witness our hands this _____ day of _____, 2021.

**Public Service Company of
New Hampshire**

Witness

_____, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2021,
by _____.

Notary Public/Justice of the Peace
Print Name:
My commission expires:

**Somersworth Landfill Site Group, an
unincorporated association of Work
Settling Defendants under the Consent
Decree**

Witness

Robert M. Belmore, Somersworth City
Manager, Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

This instrument was acknowledged before me this ____ day of _____, 2021, by Robert M. Belmore, Somersworth City Manager, on behalf of the Somersworth Landfill Site Group.

Notary Public/Justice of the Peace
Print name:
My Commission Expires:

**EXHIBIT A
TO
EASEMENT AND RESTRICTIVE COVENANT
AGREEMENT**

**LIST OF THE MEMBERS OF THE SOMERSWORTH LANDFILL SITE GROUP AND
AS WORK SETTling DEFENDANTS UNDER THE CONSENT DECREE**

City of Somersworth, New Hampshire

General Electric Company

[illegible]



DATE: July 7, 2021
TO: Bob Belmore, City Manager
FROM: Michelle Mears, AICP
Director of Planning and Community Development

Re: 79-E Request for 25 High Street Map 11 Lot 67

Please find attached the 79-E Application for 25 High Street, owned by Sometown, LLC

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

- Application for tax relief for 7 years (5 years for a qualifying structure and 2 years for new non-subsidized residential units).
- Public benefits include a) building improvement, b) providing new downtown housing units to create demand for local businesses, c) increased economic activity downtown, d) promotes development of compact and vibrant municipal center providing for the efficiency, safety and a sense of community.

The program is available for projects where the rehabilitation cost equals or exceeds 15 percent of the pre-habilitation assessed valuation or \$75,000 whichever is less. Total estimated rehabilitation project cost is \$270,000.

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

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

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

Community Revitalization Tax Relief Incentive Application

Scope of Redevelopment Project
25 High Street
Somersworth, NH
June 30, 2021

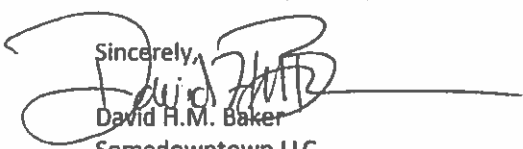
The project will result in the complete renovation of the existing property that was formerly home to a single business and two 3 BR living units. Our goal is to reconfigure the property into three units, with a residential apartment on the top two floors and a commercial property at street level.

We strongly believe this project will provide a public benefit as required in Section 7. Our thoughts on each section are highlighted below.

- A. This project will bring a new businesses into the downtown area. Our plan is to have Aubri Keating operate her Jewelry business from this unit.
- B. This historic structure dates to 1874 and it has fallen into severe disrepair and requires a complete rehabilitation to return it to is former preeminent status when built over 150 years ago. Our work here will help revitalize downtown, without destroying historic significance. As in past projects we plan to work closely with the HDC in completing this project.
- C. We do believe this meets standard of contributing to a compact vibrant community center. The project will be as "green" as possible utilizing the newest heating/cooling technologies, energy efficient windows and insulation.
- D. The housing will be in alignment with past projects and will offer upscale apartment living in the very desirable downtown footprint.

I would like to request 7 years of tax relief as part of the revitalization of this property.

Sincerely,



David H.M. Baker
Somedowntown LLC
Managing Member



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

Community Revitalization Tax Relief Incentive Application

(per City Ordinance Chapter 31)

Date: 6-28-21 [Office use only. Fee submitted: 50.00]

Property information

Property address/location: 25 High St

Name of building (if applicable): _____

Tax Map: _____ Lot #: _____ Parcel 11-67-0

Property owner

Name (include name of individual): SOMEDOWNTOWN LLC

Mailing address: 98 Fairview Ave Portsmouth NH 03801

Telephone #: 607-504-3070 Email: dbaker62@me.com

Proposed project

Explain project and include number of years of relief being requested (attach additional sheets if necessary): Complete Gut + Rehab of 25 High Street

Building uses	Existing: _____	; Proposed: _____
Nonresidential square footage.	Existing: <u>500 sq ft</u>	; Proposed: <u>500 sq ft</u>
# of residential dwelling units.	Existing: <u>2</u>	; Proposed: <u>2</u>
Expected construction dates.	Start: <u>OCT 2021</u>	; Finish: <u>July 2022</u>

Project costs

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

Structural: Shore up bldg, fix roof, replace beams / s.II Cost: \$ 35,000
Electrical: Total replace Cost: \$ 25,000
Plumbing: Total replace Cost: \$ 25,000
Mechanical: New HVAC etc Cost: \$ 35,000
Other: Remodel entire bldg Cost: \$ 150,000

Total ± \$ 270,000

Other Information

Name of contractor (if known): New Creations - Steve Gupta

Will the project include any residential housing units? Yes; If so, how many? 2

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

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

Chapter 31 Section 7)? SEE Attached

Submission of application

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

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

Signature of property owner (1): David H M Baker Date: 6/30/21

~~Signature of property owner (2):~~ Somersworth LLC Date: _____

Community Revitalization Tax Relief Incentive Application

Scope of Redevelopment Project
25 High Street
Somersworth, NH
June 30, 2021

The project will result in the complete renovation of the existing property that was formerly home to a single business and two 3 BR living units. Our goal is to reconfigure the property into three units, with a residential apartment on the top two floors and a commercial property at street level.

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- D. The housing will be in alignment with past projects and will offer upscale apartment living in the very desirable downtown footprint.

Sincerely,



David H.M. Baker

Multi-Family/ Multi-Family
4865124

25 High Street
Somersworth

NH 03878

Unit/Lot Number

Price - List

Active \$242,500



County NH-Strafford
Year Built 1874
Color
Total Stories 2
Zoning BH
Taxes TBD Unknown
Gross Taxes/Year \$8,196.00 / 2020
Tax Class
Tax Rate
Assessment / Year \$294,300 / 2020
Special Assessment
Lot Acres/SqFt 0.290000 / 12,632
Garage/Capacity No
Garage Type
Basement / Access Yes / Interior

Price - Closed

Rooms - Total
Bedrooms - Total
Baths - Total
Baths - Full
Baths - 1/2
SqFt-Apx Fin A-Grade 3,640
SqFt-Apx Fin B-Grade 0
SqFt-Total Finished 3,640
SqFt-Apx Total 3,640
Rd Frontage/Length TBD /
Map 0011
Block 0067
Lot 0000

Parcel Access ROW

ROW/Other Parcel

ROW - Length/Width

Delayed Showing/Begin Date N /

PUBLIC REMARKS

Investors take notice! Bring your creative ideas and your tool belt! This mixed use property is conveniently located in downtown. The first floor contains a commercial space, with two large three bedroom units on the top two floors. There are high ceilings and large windows which open up the building and fill with natural light. Enjoy the convenience of a private driveway with ample parking spaces on side of the building. Easy to show, schedule your appointment today!

Directions Continue on Route 9 towards Maine. Property will be on left, sign in yard.

U1LvNum

Unit 1 Rooms
Unit 1 Bedrooms
Unit 1 Baths
Unit 1 Apx Sqft
Unit 1 Status
Unit 1 Deposit
U2LvNum
Unit 2 Rooms
Unit 2 Bedrooms
Unit 2 Baths
Unit 2 Apx Sqft
Unit 2 Status
Unit 2 Deposit

U3LvNum

Unit 3 Rooms
Unit 3 Bedrooms
Unit 3 Baths
Unit 3 Apx Sqft
Unit 3 Status
Unit 3 Deposit
U4LvNum
Unit 4 Rooms
Unit 4 Bedrooms
Unit 4 Baths
Unit 4 Apx Sqft
Unit 4 Status
Unit 4 Deposit

Unit 5 Bedrooms

Unit 5 Rooms
Unit 5 Baths
U5LvNum
Unit 5 Apx Sqft
Unit 5 Status
Unit 5 Deposit
U6LvNum
Unit 6 Rooms
Unit 6 Bedrooms
Unit 6 Baths
Unit 6 Apx Sqft
Unit 6 Status
Unit 6 Deposit

U7LvNum

Unit 7 Rooms
Unit 7 Bedrooms
Unit 7 Baths
Unit 7 Apx Sqft
Unit 7 Status
Unit 7 Deposit
U8LvNum
Unit 8 Rooms
Unit 8 Bedrooms
Unit 8 Baths
Unit 8 Apx Sqft
Unit 8 Status
Unit 8 Deposit

STRUCTURE *** LOCATION ***** PUBLIC RECORDS ***** DISCLOSURES**

Covenants No
Flood Zone Unknown
Seasonal No
Construction Status Existing
Deeds - Total
Deed - Recorded Type Warranty
Deed - Book / Page 4895 / 454
Property ID
Water Body Name
Water Body Type
Water Body Access
Water Frontage Length
School - District Somersworth
School - High Somersworth High School
School - Middle Somersworth Middle School
School - Elem. Maple Wood Elementary
List Ofc - Ofc Nm Ph Keller Williams Coastal Realty - Ofc: 603-610-8500
ListTeam - Team Name
ListTeam - Phone1
ListTeam - TmEmail1
Agent - Agt Nm Ph Michael Whitney - Cell: 603-491-5534
Agent - E-mail mjwhitney@kw.com
Prepared By: Michael Hill

Current Use
PUD
Development / Subdivision

Fee / Fee Frequency /
Fee Includes
Items Excluded
Comp Only / Type No /
Compensation Based On NSP /
Buyer Agency/Type 2.00 / %
SubAgency/Type 2.00 / %
NonAgency Facilitator/Type /
Transactional Broker/Type /
Electric Company
Fuel/Heat Company
Phone Company
Cable Company
Sell Ofc - Ofc Nm Ph
SelfTeam - TeamNmPh
SelfTeam - TmEmail1
Self Agt - Agt Nm Ph
Self Agt - E-mail

RE/MAX On the Move/Dover

Subject to errors, omissions, prior sale, change or withdrawal without notice. Users are advised to independently verify all information. The agency referenced may or may not be the listing agency for this property. NEREN is not the source of information presented in this listing. Copyright 2021 New England Real Estate Network.

7/11/21

Preliminary Estimate

Submitted to:

David Baker
Somedowntown LLC
98 Fairview Ave
Portsmouth, NH 03801
617-504-3070 cell
dbaker62@me.com



New Creation Custom Building, L.L.C.

556 School Street
Berwick, ME 03901
207-698-5812
207-451-0580


We hereby submit specifications and estimates for:

Renovations to 25 High Street Somersworth, NH .

Includes the following details:

• Plumbing/Heating	\$60,000.00
• Electrical	\$35,000.00
• Drywall	\$42,500.00
• Structural Work	\$75,000.00
• Insulation	\$25,000.00
• Doors & Windows	\$30,000.00
• Framing	\$50,000.00
• Finish Work	\$40,000.00
• Other	\$35,500.00

Total for above work: \$393,000.00


Contractor

CHAPTER 31

COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

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

Section 1 Declaration of Public Benefit

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

Section 2 Tax Relief Authority

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

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

Section 3 Definitions

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

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

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

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

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

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

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

Section 4 Community Revitalization Tax Relief Incentive

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

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

Section 5 Duration of Tax Relief Period

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

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

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

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

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

Section 6 Resumption of Full Tax Liability

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

Section 7 Public Benefit

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

A. It enhances the economic vitality of the downtown;

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

Section 8 Covenant to Protect Public Benefit

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

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

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

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

Section 10 Lien for Unpaid Taxes

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

Section 11 Enforcement

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

Section 12 Rulemaking

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

Section 13 Extent of Tax Relief

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

approval of the application for tax relief of the qualifying structure that would have existed had the structure not been destroyed; or

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

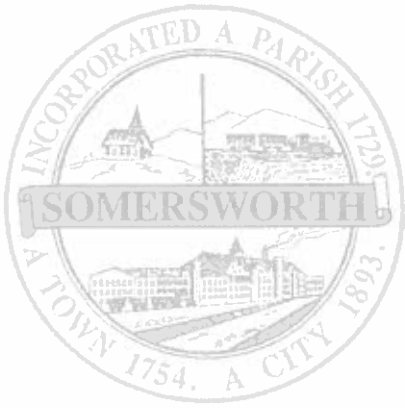
Section 14 Other Programs

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

Section 15 Reserved


This ordinance shall take effect upon its passage.

Passed 2/19/2013.



MEMORANDUM

TO: Chief Kretschmar, Police Department; Chief Kramlinger, Fire Department; Scott Smith, Finance Director; Michelle Mears, Development Services Director; Michael Bobinsky Public Works/Utilities Director; Lori Lane, Superintendent, SAU 56

FROM: Robert M. Belmore, City Manager 

CC: Mayor Hilliard and City Councilors

DATE: July 13, 2021

SUBJECT: Capital Improvement Program Fiscal Year 2023-2028

Finance Director Smith will send you copies of your Department's CIP summary FY 2022-2027 under separate cover. The preliminary schedule for submitting projects is:

Wednesday, July 14:	City Manager directive issued. Staff Meeting discussion on CIP, 9:00 a.m., Executive Conference Room, SAU invited to attend.
Friday, August 13:	Deadline for submittals to Finance Director Smith.
Week of Sept. 7 – Sept. 10: <i>Tues.</i>	City Manager to meet individually with Department Heads with follow-up meetings as necessary.
On or before October 8:	CIP submitted by City Manager to Planning Board for their consideration at their October 20th meeting.
On or before December 15, 2021 -	City Manager submittal to City Council (Charter deadline is December 15 th).

Annual Instructions from Finance Director Scott Smith:

The CIP data forms are electronically constructed and electronically managed. The Data Entry sheet is “linked” to the CIP summary sheet. So once data is entered onto the data sheet, it is automatically posted and totaled on the CIP summary sheet.

Each Department Head is responsible for filling out the material on this sheet. There is one sheet for each capital request. As you can see, there is a section for a photo to be inserted in the document to better understand the need and nature of the CIP request item.

Each department will find a file on the Public Server so labeled. You simply enter your data at your convenience and save it to the server. In addition, Finance Director Smith will email you your file.

It is also important that you obtain written estimates for requests or supply other documentation to validate the project's total cost.

Personnel Program:

As you may recall, we have transitioned this to the budget document, and will complete the analysis of our personnel needs at that time.

Special Notes:

Capital Outlay – CIP Items: As you develop your needs assessment for capital improvements, please take some time to consider other capital needs in maintaining your department's present infrastructure to include cost items relating to buildings and grounds upkeep.

Continuous Improvement: Also, please consider best management practices (BMP) and sustainability improvements during these preparations as they relate to operational costs and capital outlay. Please note any such recommendations to include specific cost-benefit criteria.

Please contact me with any questions.

Thank you.

MITCHELL MUNICIPAL GROUP, P.A.

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

WALTER L. MITCHELL
LAURA A. SPECTOR-MORGAN
NAOMI N. BUTTERFIELD
JOSEPH H. DRISCOLL, IV

TELEPHONE (603) 524-3885

July 15, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 2-22

Title: TO AMEND CHAPTER 12, STREETS AND SIDEWALKS

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: 7/15/21

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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TELEPHONE (603) 524-3885

July 15, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 2-22

Title: **AUTHORIZING THE CITY MANAGER TO SIGN A
LEASE/PURCHASE AGREEMENT FOR THE PURCHASE
OF A FIRE PUMPER APPARATUS**

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

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: _____

7/15/21

By: _____



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JOSEPH H. DRISCOLL, IV

TELEPHONE (603) 524-3885

July 15, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 3-22

Title: TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH
ALLEGIANCE FIRE AND RESCUE FOR THE PURCHASE OF A
PIERCE ENFORCER RESCUE PUMPER WHICH WILL
BE FUNDED BY A LEASE PURCHASE AGREEMENT

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

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 7/15/21

By: 

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LAURA A. SPECTOR-MORGAN
NAOMI N. BUTTERFIELD
JOSEPH H. DRISCOLL, IV

TELEPHONE (603) 524-3885

July 15, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 4-22

Title: CITY COUNCIL VOTE TO CONTINUE A PAYMENT IN LIEU OF TAXES
PILOT AGREEMENT WITH THE SOMERSWORTH HOUSING AUTHORITY

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

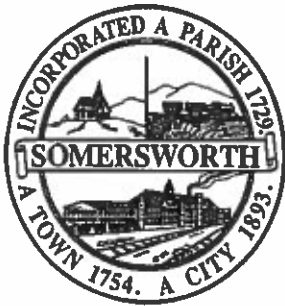
MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: _____

7/15/21

By: _____





MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: July 12, 2021

Re: **Monthly Report**

Finance Department:

- Started preparation for FY21 closing and annual audit.
- Attended webinars on the American Rescue Plan Act.
- Participated in union negotiations.
- Bids/RFPs:
 - Police Station Brownfields Consultant – Due July 8, 2021
 - Fire Pumper Apparatus – Received June 3, 2021

Treasurer's Report:

- General Fund cash on hand as of June 30, 2021 are attached to this report. Investments used for the period were short term certificates of deposit, money market account, with various banks.

City Clerk:

- Prepared for and took minutes at two scheduled City Council meetings, various workshops, public hearings, and standing committee meetings during the month.
- Cash receipts for the month were \$11,238.
- Permits issued:
 - Timothy Bayko – Backyard Chicken Permit
 - Julio Pena – Backyard Chicken Permit

- Christine McAuley – Backyard Chicken Permit
- Little Indonesia – Food Bazar
- Little Indonesia – Multiple Events
- Helping Paws – Craft Fair

Tax Collector

- First half tax bills were mailed, due July 1.
- Tax lien was being perfected in June, will get statistics when completed.
- Motor vehicle registrations were a total of \$181,583.
- Collected \$6,390 for Municipal Transportation Fund.
- Total collections for the month were \$14,241,031.

Library

- The Library applied for and received a non-matching \$2,307 grant. The grant will be used to join a program called “Hoopla” that will provide access to movies, tv shows, audio and e-books, comics, and music. If the program is successful, we may look to add it as an on-going program.
- The Library is going to partner with the Indonesian Community Connect to read books to children in English and Indonesian.
- The Library counted 1,853 visits in June. Total items circulated was 2,645.
- 25 new cards were issued with 51 card renewals.

Information Technology

- Spent time in general server maintenance, checked systems, checked and cleared logs.
- Corrected storage and performance issues on the City’s network server.
- Has scheduled the City’s network upgrade for July.

Assessing

- Continue to finalize abatements, and will proceed with cycled inspections in July.

Treasurer's Report.
General Fund

Period as of June 30, 2021

General Fund Account	Balance	Rate	Maturity Date	Notes
G/F Checking	\$7,457,357	0.00%	N/A	Money available upon demand
Citizens Investment	\$4,195,188	0.15%	N/A	Money available upon demand
Citizens ICS	\$5,000,468	0.18%	N/A	Money available upon demand
NHPDIP	\$1,210	0.02%	N/A	Money available upon demand
TD Bank	\$1,667,434	0.20%	N/A	Money available upon demand
Newburyport Bank	\$4,583,735	0.20%	N/A	Money available upon demand
Century Bank	\$6,451,443	0.15%	N/A	Money available upon demand
Provident Bank	\$7,074,239	0.69%	N/A	Money available upon demand

General Fund Interest Earnings	Period	Year to Date	Year to Date Anticipated	Variance Positive/(Negative)
Period as of June 30, 2021	\$20,236	\$106,746	\$140,000	(\$33,254)

Date: June 30, 2021

To: Bob Belmore
City Manager

From: Michelle Mears, AICP
Director of Planning and Community Development & D.D.S. Staff

Re: Department of Development Services June 2021 - Monthly Report

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

- Zoning Board – June 2
- Conservation Commission – June 9 & June 24
- Planning Board – June 16
- SRTC – June 2
- Historic District Commission meeting – June 23

Building and Health Departments:

Major Building Permits Applied for in JUNE 2021

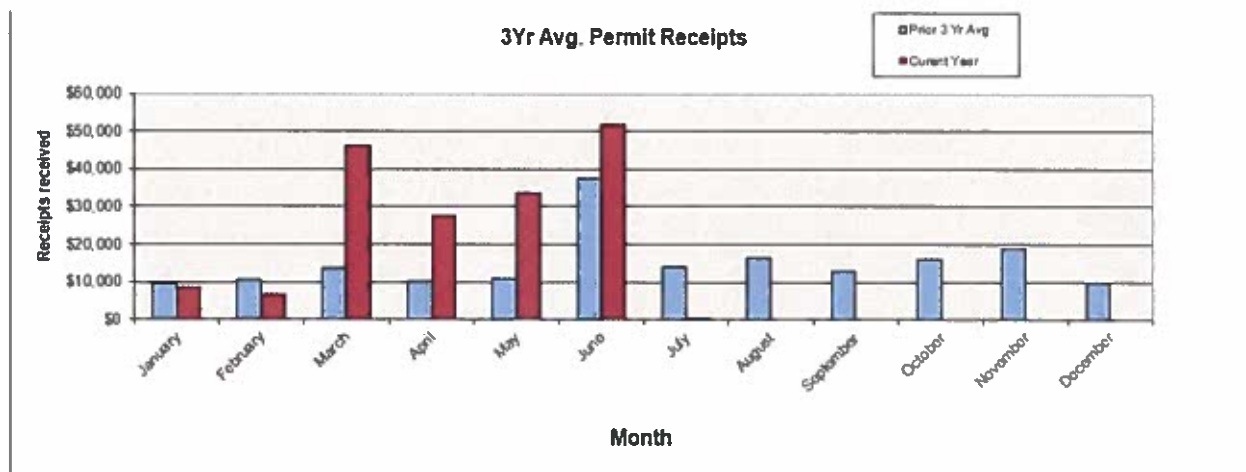
Address		Construction Costs	Fees
33	Luna Cir	\$ 268,000.00	\$ 2,437.00
50	Whippoorwill Way	\$ 175,000.00	\$ 1,600.00
5	Luna Cir	\$ 248,000.00	\$ 2,257.00
19	Luna Cir	\$ 264,000.00	\$ 2,401.00
112	Verona	\$ 143,035.62	\$ 1,312.32
113	Verona	\$ 190,714.16	\$ 1,741.43
115	Verona	\$ 429,106.86	\$ 3,886.96
119	Verona	\$ 190,714.16	\$ 1,741.43
121	Verona	\$ 190,714.16	\$ 1,714.43
9	Bardlett Ave	\$ 286,071.24	\$ 2,599.64
123	Verona	\$ 286,071.24	\$ 2,599.64
124	Verona	\$ 143,035.62	\$ 1,312.32
126	Verona	\$ 286,071.24	\$ 2,599.64
116	Verona	\$ 286,076.24	\$ 2,599.69
22	Luna Cir	\$ 240,000.00	\$ 2,185.00
11	Luna Cir	\$ 268,000.00	\$ 2,437.00
27	Luna Cir	\$ 268,000.00	\$ 2,437.00
400A	High St	\$ 125,500.00	\$ 1,154.50
1	Cornfield Dr	\$ 35,000.00	\$ 445.00
Totals		\$ 4,323,110.54	\$ 39,488.00

Minor Building Permits Applied for in JUNE 2021

Address		Construction Costs	Fees
516	Sherwood Glen	\$ 6,000.00	\$ 79.00
165	Blackwater Rd	\$ 4,378.00	\$ 64.40
47	Maple	\$ 1,500.00	\$ 38.50
26	Hanson	\$ 976.00	\$ 33.78
31	Maple	\$ 4,000.00	\$ 61.00
28	Pleasant	\$ 5,600.00	\$ 75.40
10	Firefly	\$ 924.00	\$ 33.32
18	Milo	\$ 16,775.00	\$ 175.98
9	Fox Ct	\$ 6,331.00	\$ 101.00
17	Third St	\$ 12,350.00	\$ 136.15
38	Franklin	\$ 1,000.00	\$ 34.00
12	Varney	\$ 6,980.00	\$ 87.82
55	Myrtle	\$ 3,700.00	\$ 58.30
506	Sherwood Glen	\$ 4,800.00	\$ 68.20
350	High	\$ 15,547.00	\$ 164.92
508	Sherwood Glen	\$ 4,800.00	\$ 68.20
99	Blackwater Rd	\$ 22,347.00	\$ 226.12
8	Nash Parkway	\$ 460.00	\$ 29.14
6	Laurel Ln	\$ 3,000.00	\$ 52.00
25	Bartlett Ave	\$129,900.00	\$1,194.10
17	Rocky Hill Rd	\$ 8,387.00	\$ 100.48
56	Cornfield Dr	\$ 99.00	\$ 25.89
8	Hawthorne Cir	\$ 1,009.00	\$ 37.11
7	Coombs Rd	\$ 7,500.00	\$ 92.50
17	Winslow Dr	\$ 54,805.50	\$ 518.25
379	High St	\$ 600.00	\$ 30.40
10	Pinewood Dr	\$ 4,132.00	\$ 62.19
49	Salmon Falls Rd	\$ 5,450.00	\$ 90.40
282	High St	\$ 2,500.00	\$ 55.00
76	Indigo Hill Rd	\$ 3,713.00	\$ 93.00
10	Firefly Cir	\$ 42,601.03	\$ 412.00
155	RT 108	\$ 30,000.00	\$ 295.00
413	High St	\$ 30,000.00	\$ 295.00
6	East	\$ 19,770.00	\$ 202.93
10	Horne	\$ 200.00	\$ 26.80
119	Indigo Hill rd	\$ 3,500.00	\$ 56.50
Totals		\$ 465,634.53	\$ 5,174.78

Permit Receipts as of JUNE 30th, 2021

PERMIT RECEIPTS					
	2019	2020	2021	DIFFERENCE this year to last	% OF CHANGE
January	\$2,892.72	\$13,195.23	\$8,599.31	-\$4,595.92	-34.8%
February	\$14,382.00	\$13,438.09	\$6,590.61	-\$6,847.48	-51.0%
March	\$11,377.66	\$24,077.27	\$46,242.60	\$22,165.33	92.1%
April	\$12,091.95	\$10,871.58	\$27,779.60	\$16,908.01	155.5%
May	\$4,309.56	\$19,665.79	\$33,736.68	\$14,070.90	71.6%
June	\$91,825.41	\$13,079.55	\$51,938.53	\$38,858.98	297.1%
July	\$18,023.12	\$16,816.46	\$0.00	N/A	
August	\$21,606.17	\$23,823.08	\$0.00	N/A	
September	\$12,040.79	\$23,396.60	\$0.00	N/A	
October	\$25,228.33	\$16,152.79	\$0.00	N/A	
November	\$25,526.43	\$12,376.38	\$0.00	N/A	
December	\$8,211.20	\$6,925.03	\$0.00	N/A	
Year total	\$247,515.34	\$193,817.84	\$175,010.33	\$63,866.36	
Difference of change this year to last (completed months only)	\$136,879.30	\$94,327.51	\$174,887.33	\$80,559.82	85.4%



Property Maintenance June 2021

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

Location		Complaint Type	Date of Complaint	Notifications Issued	Status
67	Elm	Grass	6/8/21	CN	COMPLETED
62	Green	Trash	5/28/21	CN	COMPLETED
48	Green	Trash	5/28/21	CN	COMPLETED
36-40	Green	Trash	5/26/21	NOV	COMPLETED
182	Green	MPV	6/9/21	NOV	COMPLETED
108	Green	Grass	6/18/21	CN	COMPLETED
17	Green	Grass	6/18/21	CN	COMPLETED
7-9	Green	Trash	6/18/21	CN	COMPLETED
48	Green	Grass	6/18/21	CN	COMPLETED
55	Green	Infestation	6/23/21	NOV	COMPLETED
182	Green Street	Trash	5/6/21	CN	COMPLETED
15-17	Grove	Grass	6/3/21	CN	COMPLETED
21	Grove	Grass	6/3/21	CN	COMPLETED
7	Grove	Grass	6/3/21	CN	COMPLETED
18	Grove	Grass	6/3/21	CN	COMPLETED
506	High	MPV	3/8/21	CN	COMPLETED
341	High	Grass	6/18/21	CN	COMPLETED
56	Indigo Hill Road	Zoning Violation	6/8/21	CN	COMPLETED
228-230	Main	Trash	5/25/21	CN	COMPLETED
284	Main	Grass	6/8/21	CN	COMPLETED
20-30	Market	Structure Violation	4/13/21	CN	COMPLETED
19	Mt. Vernon	Grass	6/8/21	CN	COMPLETED
49	Mt. Vernon	Zoning Violation	6/24/21	CN	COMPLETED
4	Paul	Grass	6/8/21	CN	COMPLETED
87	Rocky Hill	Dumpster	2/9/21	CN, NOV, COMPLAINT	COMPLETED
367	RT 108	Zoning Violation	5/25/21	CN	COMPLETED
41	Salmon Falls Road	Zoning Violation	6/18/21	CN	COMPLETED
1	Somersworth Plaza	Structure violation	1/29/21	CN	COMPLETED
70-72	South	Trash	4/30/21	CN	COMPLETED
70	South Street	MPV	6/23/21	CN	COMPLETED
0	Tri City	Trash	6/23/21	CN	COMPLETED
	Tri City Plaza	Trash	4/30/21	CN	COMPLETED
53-55	Union	Trash	5/25/21	CN	COMPLETED
24	Washington	Trash	4/30/21	CN	COMPLETED

24	Washington	Grass	6/8/21	CN	COMPLETED
70	Winter	MPV	4/20/21	CN	COMPLETED
15	Buffumsville Road	MPV	5/5/21	NOV	PENDING
138	High	MPV	6/21/21	NOV	PENDING
127-129	High	MPV	3/19/21	NOV	PENDING
249	Indian Brook Drive	Zoning Violation	3/24/21	NOV	PENDING
14	Laurier	Structure Violation	6/23/21	CN	PENDING
6	Lemelin Court	Structure Violation	5/26/21	CN	PENDING
33-35	Lincoln	Structure Violation	5/25/21	NOV	PENDING
107	Main	Structure Violation	3/8/21	CN	PENDING
328	Main	Grass	6/29/21	NOV	PENDING
40	Main	Dumpster Violation	6/18/21	CN	PENDING
20	Main	Dumpster Violation	6/23/21	CN	PENDING
35-37	Prospect Street	Dumpster Violation	6/23/21	CN	PENDING
14	Sunset	MPV	5/25/21	NOV	PENDING
81	Union	MPV	5/7/21	CN	PENDING

PLEASE NOTE – All matters shown as “Completed” were active matters which were closed in the month of June 2021 due to violations being brought into compliance. All matters shown as “Pending” are current, active matters.

- In the month of June, 2021, thirty-six (36) open matters became compliant and were closed.
- In June 2021, the Code Compliance Office issued:
 - Twenty-nine (29) Courtesy Notices; and
 - Ten (10) Violation Notices.

COURT MATTERS – Active

- **City v. Karen & Andrew Goldstein d/b/a KAB Realty – 48 Green Street**
 - Suit was filed in 2019 due to abhorrent living conditions within the lower-leftmost unit of 48 Green Street. A resolution could not be reached between the Code Dept. and the defendant; therefore, a trial was scheduled for March of 2020. Due to COVID, the trial was cancelled.
 - Since the filing of the suit in 2019, the tenants residing at the unit in question have since been evicted. Discussion is ongoing with counsel for the defendant regarding settlement. The Code Dept’s position is that all violations must be cured prior to the re-leasing of the unit in question. Due to the nature of the violations at this property, as well as the investment of time into this case, monetary fines will be sought.

- Status hearing was held on 1/27/21. No resolution could be made with opposing counsel. Trial date has been requested in this matter.
- **City v. Richmond Dover Realty Group, LLC – Old Staples Building**
 - Defendant failed to respond to the City’s requests and orders to submit a Certificate of Occupancy Application for the shopping cart entity currently leasing the old Staples building. A fine has been sought with the court.
 - City has not yet received ruling from the court on this matter.
 - Defendant has recently reached out to the Code Office with a notice of intent to challenge the fine sought in the complaint. The matter still has not been ruled on. If motions to waive the civil penalty are filed by the defendant, the Code Office will file objections accordingly.
- **City v. Richard Laviolette – 87 Rocky Hill Road**
 - Defendant has a private-use dumpster on his property which is visible from Rocky Hill Rd. Defendant was given well over a month to cure the violation, and then sought a one-month extension due to weather conditions, which was granted. Subsequently, more additional time was given to bring the dumpster into compliance, and the order was forgotten or ignored. A fine was sought with the Court.
 - City has not yet received ruling from the court on this matter.
 - In the time being, there is a temporary screen that has been placed over the dumpster, but it still may not be code compliant – further investigation is needed.

COURT MATTERS – Resolved

- **14 Indigo Hill Rd.**
 - Through counsel, the City moved for Summary Judgment against the property owner in early August. On September 4, 2020, Judge Howard ruled in the City’s favor, ordering a civil penalty of \$33,550.00 to be paid to the City along with attorney’s fees and costs.

Additionally, Judge Howard ordered a permanent prohibitory injunction against the property owner, requiring permanent compliance with state and local regulations. The property owner was thus ordered to clean the property of all junk and trash by September 25, 2020.

 - Despite the order, the property owner has failed to clean the property. Therefore, the City is making arrangements to move onto the property, clean any refuse that exists, and bill the property owner, per the judge’s order granting the City authorization to do so.

- The Code Dept. is continuing to try to arrange for a forcible removal of all junk and trash at this property this season, but it is likely that the actual removal will take place in the Spring of 2021.
- The Code Office anticipates that the removal of the junk can be scheduled for either late April or early May. The contractual and insurance paperwork is in its final stages, and once finally executed, we will schedule the actual removal.
- A final quote has been obtained; contract paperwork has been provided to the contractor for their review, with a solidified removal date of June 2, 2021.
 - A full, 20-yard dumpster full of trash, debris, and other materials were hauled away by the hired contractor on June 2, 2021. All motor vehicles were registered, per code, and the rest of the materials and objects on the property were of use and/or value to the property owner. In addition, prior to the arrival of the junk removal contractor, a considerable amount of garbage and debris were disposed of by the property owner himself. At this time, the matter is closed, and the Code Office hopes that the court intervention will serve as a more effective deterrent moving forward.
- **City v. Arthur Gagnon – Green Street Creamery**
 - Suit was filed in 2019 due to non-compliance of city codes and PSA. Fine of \$250 was imposed. Majority of the work has been completed – roof, windows, siding. However, the retaining wall still needs to be fixed. The Code Office is working with the property owner to ensure that the wall is either repaired or replaced before units are rented to full-capacity, which is the owners near-future intent.

Land Use Boards:

Conservation Commission June 2021:

- Ian Joseph Campbell, LLC, 413 High Street, in the Residential/Commercial District (R/C) District, Assessor's Map 36 Lot 3A, CUP#03-2021. Application for a conditional use permit to construct a 24 panel solar array on concrete pedestal within the 100' wetland buffer. **Recommend approval.**
- Wentworth Douglass Hospital, 23 Works Way, in the Commercial/Industrial (CI) and Industrial (I) Districts, Assessor's Map 61 Lot 14B, CUP#04-2021. Application for a conditional use permit for a nature trail impacting the Riparian and Wetland Buffer **Recommend approval.**
 - Site walk held on June 24.

Historic District Commission June 2021:

- 45 Market Street Bakery & Café Inc. 45 Market Street, in the Business with Historic Overlay (BH) District, Assessor's Map 11 Lot 90, HDC#09-2021. Application for a certificate of appropriateness to install a new sign was **approved**.

Planning Board June 2021:

The Planning Board reviewed the following:

- Ian Joseph Campbell, LLC 413 High Street, in the Residential/Commercial (R/C) District, Assessor's Map 36 Lot 3A, CUP#03-2021 & SITE#06-2021. Application for a conditional use permit and site plan amendment to install solar panel array on 3' concrete pedestal and remove requirement to have stone under array was **approved**.
- Forget Management LLC, 285 Route 108, in the Commercial/Industrial (C/I) District, Assessor's Map 47 Lot 08, SITE#09-2020 & CUP#4-2020. Request for an extension of the Planning Board approval to complete conditions prior to final approval to expand the existing automobile sales and service facility with infrastructure improvements, **90 day extension was granted**.
- City of Somersworth, Maple Street and Blackwater Road, in the Recreation and Residential Single Family (REC & R1) Districts, Map 22 Lot 50AA and Map 34 Lot 8A, SUB#03-2021. Application for a lot line adjustment was **continued**.
- Geoffrey Aleva, PE. on behalf of Somersworth Industrial Park LLC, 187 Route 108, in the Commercial/Industrial (CI) District, Assessor's Map 44 Lot 28, SITE#01-2021 & SUB#05-2021. Application for a site plan and condo-subdivision approval to construct a 40,000 sf. contractor storage and office building with associated infrastructure was **continued**.
- City of Somersworth (Fire Station) , 195 Maple Street & 17 Blackwater Road, in the Recreational (REC) District, Assessor's Map 22 Lots 50B & 50, SUB#04-2021. Application for a lot line adjustment was **approved**.
- **Site Plan Review Regulations amendment: 12.17 Low Impact Development (LID) Stormwater Regulations** to amendments to be in compliance with the EPA MS4 permit requirements **approved**.
- **City's Site Plan Review Regulations Chapter 22A, Section 17, LID Stormwater Regulations** have been updated with MS4 Post-Construction Stormwater Requirements to comply with the EPA with the assistance from the Department of Public Works.

Site Review Technical Committee June 2021:

SRTC

- Geoffrey Aleva, PE. on behalf of Somersworth Industrial Park LLC, is seeking site plan and condo-subdivision approval to construct a 40,000 sf. contractor storage and office building with associated infrastructure on a property located at 187 Route 108, in the

Commercial/Industrial (CI) District, Assessor's Map 44 Lot 28, SITE#01-2021 & SUB#05-2021

Zoning Board June 2021:

The Zoning Board of Adjustment reviewed the following:

- Packy's Investment Properties, LLC, 363 Route 108, in the Commercial/Industrial (C/I) District, Assessor's Map 48 Lot 22B, ZBA#07-2021. Application for a variance from Section 19.6.C.1.a, expansion of a non-conforming use of land, to expand an existing mini-warehouse was **denied**.

Economic Development – June 2021

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

- **New Commercial - Business Vacancy:** For Sale and /or Lease
 - ✓ No new vacancies known at this time
- **New Commercial - Business Tenants:** Certificate of Occupancy issued
 - 1) Honey Bee Thrift Shop
- **Potential Commercial - Business Exploring:** Business considering Somersworth
 - 1) Mixed -Use project @ Garabedian
 - 2) Be Free Church @ Laney's
- **Committed Commercial /Business: In Process:** Committed to occupying commercial Space or Land in Somersworth and in process of establishing business at chosen location
 - 1) Downtown Tapas bar
 - 2) Clear Sky Health Rehab
 - 3) Somersworth Sports Hub
 - 4) Atlantic Broadband
 - 5) MB Tractor
 - 6) Tractor Supply Co.
 - 7) Smart Storage (2 locations)
 - 8) Big Dipper
 - 9) Furniture Store
 - 10) Luna Salon & Gifts
 - 11) W.M. Poole Confections
 - 12) Palmer Oil and Gas
- **Miscellaneous:** Business-Related Activity
 - ✓ Media and Press Relationship development continues
 - Fosters Daily Democrat Articles focused on:
 - 1) The Opening of ICC
 - 2) Approval of the Sports Hub /Dome
 - 3) Juneteenth Flag Raising

- 4) Gravy in Dover Brick House Partnership
 - ✓ Cozy Nest will leave downtown when the lease expires in September
 - ✓ Tasya's has produced a great *You -Tube* video of Somersworth
 - ✓ Downtown Roundtable in process to creating summer programs:
 - I. 4321 Scavenger Hunt
 - II. Walkable Wednesday
- **Community Advocacy:** ZOOM Meetings & Roundtables
 - ✓ Weekly: Seacoast Region - Economic Development Stakeholders (SEDS)
 - ✓ Weekly: State -BEA - Economic Development Roundtable -Commissioner Caswell
 - ✓ Weekly: CIBOR meetings to promote available commercial sites
 - ✓ Monthly: Downtown Roundtable
 - ✓ Quarterly: Great Falls Economic Development Corporation – BOD
 - ✓ Quarterly: Skyhaven Airport - BOD & Marketing Committee
- **Relationships & Partners:** Regular Engagement, Involvement, and Interface
 - ✓ **State and Regional Partnerships:**
 - BEA, SRPC, SBDC, SBA, SEDS
 - Seacoast Chambers of Commerce
 - Seacoast Economic Development Directors (SEDS)

Parks & Recreation- June 2021

- Our new Rec Running & Cardio Club concluded on June 14th. We had 14 children that participated in the program. This was our first in-person program since the pandemic hit in March 2020. The program was successful and the children were able to rotate through a series of fun fitness stations that included running, jumping, obstacle courses, cardio challenges, and more. The stations were a great way to help promote social distancing in the program.
- The Noble Pines Summer Play Program started on Monday, June 21st. This program will run for 8-weeks until August 13th. This is a modified summer camp we're offering in lieu of our traditional big Kids Camp and Trends Camp summer programs. This year we have 21 children participating in the program. Children are in smaller groups/pods based on the grade level they will be entering in the fall. We have 2 Co-Directors and 4 Counselors running the program this year. Staff have created an exciting and fun 8-week camp curriculum designed to keep the kids active and busy all summer long.
- Staff are planning for the upcoming fall Pee Wee Soccer program for children ages 3 and 4. The program dates will be September 11th- October 23rd and will run on Saturday mornings from 9:00-9:45 am for 6 sessions (no session on October 9th Columbus Day weekend). The program is coached by volunteers and parent participation is required at this age level. Early bird registration will open July 1st and will run until July 23rd. The early bird registration cost is \$45 for residents and \$55 for non-residents. After July 23rd the fee will increase to \$60 for residents and \$70 for non-residents.

- We're working with the Strafford Regional Planning Commission (SRPC) to help promote their Promoting Outdoor Play (POP!) online recreational resource and their new digital passport program. The POP! Online resource is a great interactive tool that showcases over 300 recreational sites in the Strafford County region to include all of Somersworth's public parks. The digital passport program was created to help promote POP by providing a digital passport (google form) for folks to complete each time they visit a recreation site in the region. Folks will be entered in raffle drawings each time they complete a form. Postcards will be shared that include the QR code to the digital passport form. SRPC is also installing a temporary stamp station at Jules Bisson Park.



MEMORANDUM from Director Public Works & Utilities

TO: Robert M. Belmore, City Manager

DATE: June 9, 2021

SUBJECT: Public Works Department Monthly Report for June 2021

FROM: Michael Bobinsky, Director of Public Works & Utilities

DIRECTOR'S COMMENTS

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

- Initiated paving work with Continental Paving; started out reconstructing Nadeau Street per approved plans and installed shim base pavement on all designated streets on the FY21 Paving List; replaced old catch basin and manhole covers with new structures.
- New pavement markings have been completed but for the streets where Continental is completing paving work; they will be repainting stop bars, crosswalks on those streets.
- Cemetery Road reconstruction project started; SUR construction is the general contractor; have met with the contractor on specific project questions. Overall project is moving along well at this point and focusing on installation of new water and sewer mains.
- Arranged the removal of the stairs on the back side of Noble Pines Park.
- Highway Division personnel initiated specific repairs to failing catch basin and manhole covers that impact winter plow operations; will be repairing reported manhole cover failures along the north bound lane of High Street near Lemlin Court.
- Arranged several annual service projects including catch basin cleaning and weed abatement. Weed abatement occurred in mid-June and catch basin cleaning is occurring in mid-July.
- Reviewed requirements needed to meet the new EPA Nitrogen Removal Permit for point and non-point sources. An adaptive management plan outlining how the City will meet the new Permit is due the end of July.
- Met with operational staff of WMI to discuss customer service topics.
- Attended City Council meetings.
- Participated in ~~Public Works &~~ **Environment**, Finance and Traffic Safety Committee meetings.
- Participated/Attended SRPC meetings, including Policy and Executive Committee.
- Reviewed a draft renewal agreement on the Lamprey Regional Solid Waste Cooperative; dealing with the former Ash Landfill that is closed behind the WWTF.
- Apex is continuing to make progress on the WWTF upgrades. Project is approximately 80% complete at this time.
- Reviewed and approved several driveway permit applications and trench permit applications from utility companies.
- Received approval to contract with Epoch Preservation to repair identified burial monuments.

HIGHWAY DIVISION

Operations / Maintenance:

- Performed monthly metal collections
- Performed maintenance and repairs to city equipment
- Performed pothole patching city wide
- Performed city trash collection at receptacles, and city buildings
- Trimmed road side trees and brush
- Performed street sweeping operations
- Trimmed road side trees and brush
- Hauled in material for Sunset Drive storm drain line repair
- Removed and replaced 40' of drain line on Sunset Dr that was full of roots, loamed and seeded disturbed area
- Performed city wide mowing of green spaces
- Cleaned up the yard, removed and discarded old items
- Collected, and disposed of old manhole, and storm drains on the roads being paved
- Performed roadside mowing
- Repaired a failing storm drain at East and Chabot Streets
- Graded dirt roads with the loader
- Burned the Malley Farm brush pile
- Assisted with road closure on Memorial Drive for High School Graduation Ceremonies, set up signs, barricades, and cones, then collected after
- Reinstalled signs that were damaged during heavy winds and accidents
- Mowed Blackwater Road Landfill
- Repaired 2 basins on Government Way and John Parsons
- Installed missing or damaged street name signs

Recreation:

- Performed daily cleaning of buildings for summer program
- Rebuilt, tested, installed, and opened the splash pad for the season
- Removed a large leader from that fell in Jules Bisson Park
- Temporary closure of the Millennium Dog Park for maintenance
- Replaced broken boards on the deck at the Millennium Park Pavilion
- Replaced picnic tables in the parks

Cemetery:

- Removed a large leader from a tree that fell during heavy winds; pursuing price quotes to have the remaining sections of the tree removed.

Water Distribution Support:

- Assisted with the replacement of a fire hydrant on Winter Street
- Repaved old water break trenches, Kilda, and Ruel

Sewer Collections Maintenance:

- Repaired a manhole on Emery St
- Repaired 2 manholes on Francoeur Dr
- Repaired a manhole on Rocky Hill Road
- Repaired a damaged manhole on W High Street
- Repaired a damaged manhole on Hamilton Street
- Received 109 DigSafe requests

ENGINEERING DIVISION

- Attended Seacoast Stormwater Coalition meeting.
- Attended PTAP nitrogen tracking meeting sponsored by NHDES and UNH.
- Attended Great Bay Nitrogen Reduction meeting.
- Completed review and approvals of driveway permits filed by applicants in Greenview and Sunningdale Developments as well as other residents.
- Completed review and approval of Obstruction permits.
- Completed review and approval of several Trench permits.
- Attended Library Feasibility Study kick-off meeting.
- Completed driveway inspections for Greenview and Sunningdale subdivisions.
- Inspected outfalls per MS4 permit requirements.
- Completed oversight/inspection of road resurfacing project started by Continental Paving.
- Completed oversight/inspection of SUR construction of the Cemetery Road Complete Streets project.
- Attended National Guard Readiness Center tour for Phase 1 Environmental Assessment.
- Attended NHDOT trainings.
- Attended Non-Point Source training by EPA.
- Attended PW&E Committee meeting.
- Attended Traffic Safety Committee meeting.
- Attended Finance Committee meeting.
- Completed Water CO inspections.

WASTEWATER DIVISION

Operations/Maintenance:

- Operating under the (MUCT) process which is used during the summer months. During this time, we have strict phosphorus and ammonia nitrogen limits in addition to the Biochemical

Oxygen Demand & Total Suspended Solids requirements. The summer season runs from May 1st thru September 30th.

- Operating aeration train #2 which has been fully upgraded with new diffusers, instrumentation, pumps and blowers. Start-up of this system was typical with several failures which required replacement items and service calls. The process is now running with very little concern. During this time, our operations never violated any permit parameters relating to this system start-up.
- Staff underwent several training sessions which included HVAC controls, computer software (SCADA) and electrical drives.
- We continue to work with the Lamprey Regional Solid Waste Cooperative thru CMA Engineering to assist with their start-up efforts and development of a maintenance plan of the ash/sludge landfill. We are currently in the process of reviewing their draft renewal agreement and Commercial User Wastewater Permit.
- Pro HVAC replaced a heating coil within a heater that serves the centrifuge room. This was discovered by a sub-contractor while conducting upgrade work.
- Received zero gallons of septage for the month.

Compliance:

- Preparing monthly reports to US-EPA and NH-DES.
- Reported five permit exceedances for the month of June. All of these were bacteria exceedances related to the very hot and dry weather conditions.
- Treated a total of 32-million gallons of wastewater during the month.

Industrial Pretreatment Program (IPP):

- Issued a Notice of Violation (NOV) to General Linen for failing to submit their monthly report. They have hired a new Administrator who we are currently working with to get them back on track.
- Received one commercial wastewater survey which was approved.
- Completed three annual inspections which included Stripe Nine Brewery, Tri-State Seafoods and ContiTech Thermopol. In addition, we conducted sampling events on all three which were all in compliance.

Capital Improvements Plan (CIP) Items:

- Waste Water Treatment Facility upgrade – The City of Somersworth entered into a contract with Apex Construction to complete the wastewater treatment facility construction improvements. Project milestones include substantial completion – October 17th, 2021. Final completion – January 15th, 2022.
- Recent construction activities include; Cleaning aeration train #1, Demolition of the final two existing aeration blowers, Installation of the final two energy efficient aeration tank blowers, begin installation of the new fire sprinkler system located in the basement, Demolition and installation of three new tank hatches. Project is approximately 80% complete at this time.

WATER DIVISION

Items completed this month:

- Bacteria's and TOC's water quality testing completed
- Pumped 50,127,063 gallons of raw water
- Filtered and pumped to the city 45,585,859 of finished water
- Apex Construction completed anthracite installation as well as completed the filter repair to Filter # 1.
- Sprague construction completed the annual lagoon cleanout on lagoon #1
- Received annual carbon delivery
- Repaired carbon system feed line
- Completed the annual water quality report for 2021
- Certified and submitted water quality report to NHDES
- Completed AWIA risk and resiliency assessment
- Submitted risk and resiliency certification to EPA
- Repaired leaks on pretreatment caustic manifold
- Contacted Bartlett and Brillon on filter valve issue
- Submitted new POs for chemical purchase for FY 2022
- Ordered new SC200 controller for Actiflo pH due to failure on existing controller
- Repaired leak on raw water sample tap in lab
- Disinfected and returned filter #1 back to service

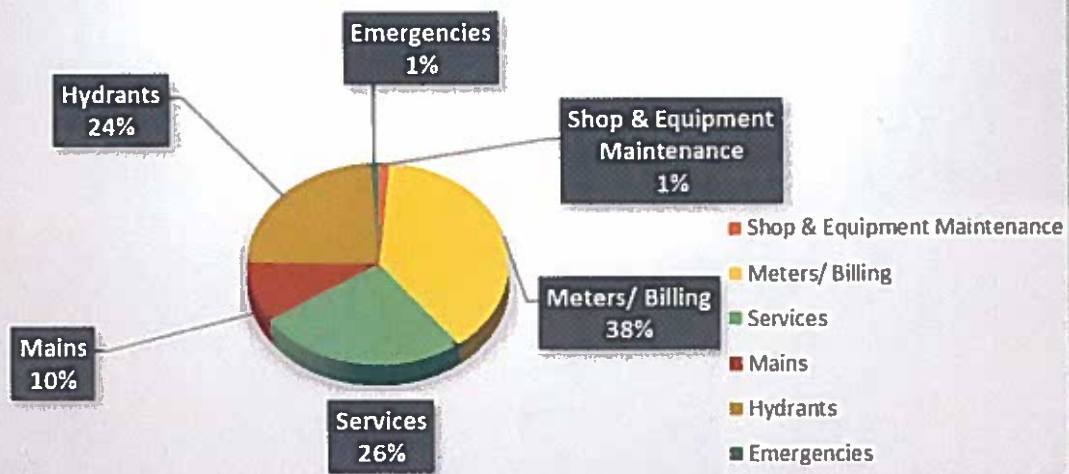
Action items:

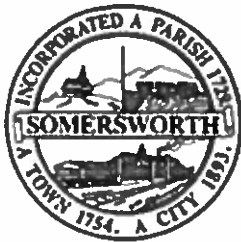
- FY 2022 new purchases of water quality analyzer and water treatment chemicals

WATER DISTRIBUTION

- Water Distribution operators completed over 133 work orders and service requests in the month of June.
- A hydrant at the intersection of Winter Street and Linden Street was replaced.
- Large diameter water mains were flushed during night time hours as part of routine water quality maintenance.
- Hydrants were painted along Centre Road and Midway Park. Hydrants along Otis Road and Tates Brook Road were prepared and primed for painting in the month of July.
- New water services were tapped at Somersworth High and 8 Government Way.

Water Distribution Activities, June 2021





Somersworth Police Department

12 Lilac Lane

Somersworth, NH 03878

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

David B. Kretschmar
Chief of Police

MEMORANDUM

Memo To: Bob Belmore, City Manager
From: David Kretschmar, Chief of Police
Date: July 7, 2021
Subject: Monthly Report – Month of June 2021

Bob:

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

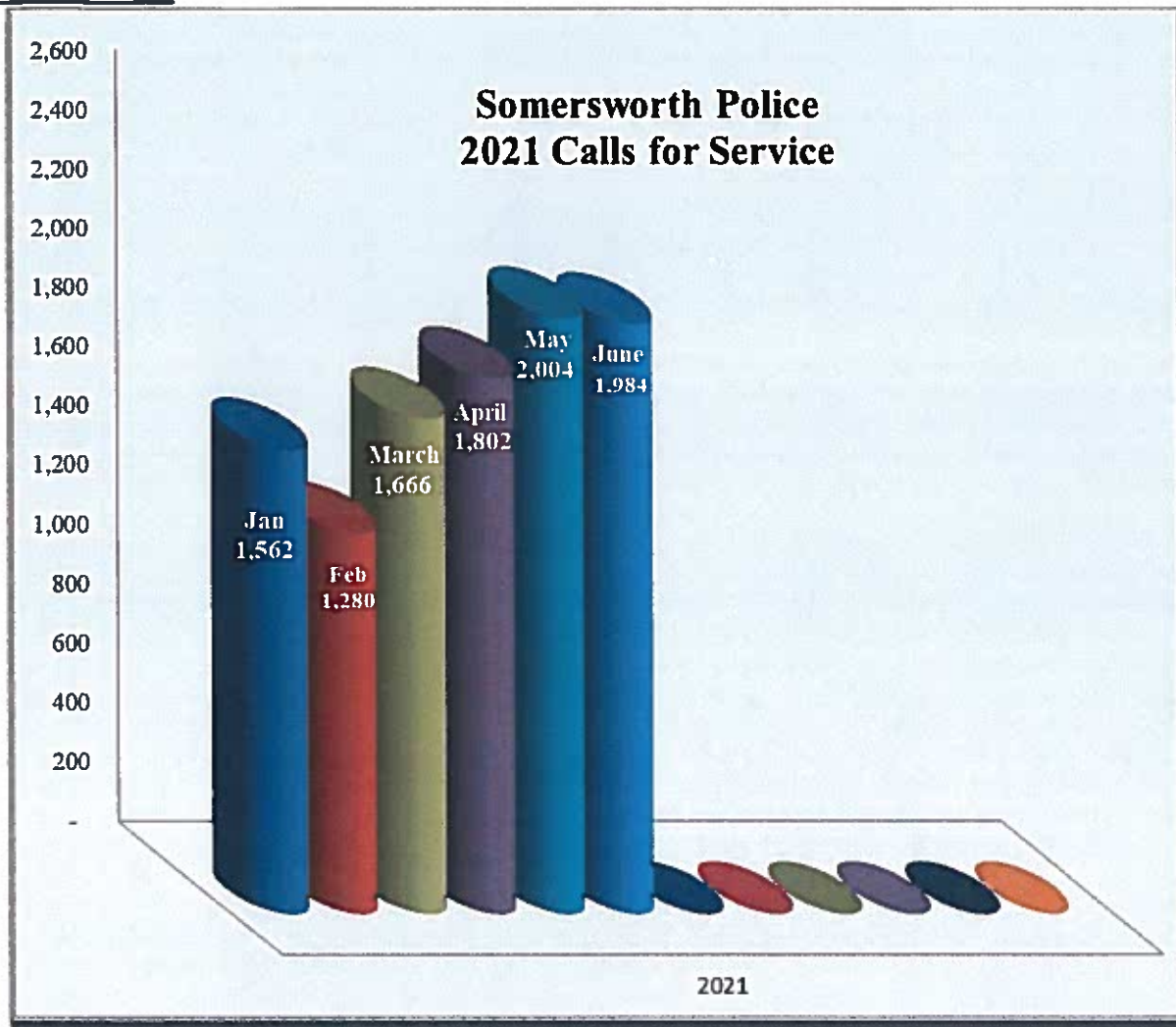
COVID PROTOCOL:

As of May 5, 2021, we have returned to normal police duties. Officers are still required to wear masks with interacting with the public.

STAFFING/TRAINING:

- The Department sponsored a 5 day training program on Use of Force/Non-Compliance Report Writing. Officers Sloane and Seawards attended from our agency.
- We also sponsored a 5 day training on Tactical Patrol Officer. Officer McCoy attended from our agency.
- Detective Sgt Sunderland and Detective Campbell attended a training presented by the USDOJ/ATF on Online Investigations Case Presentation in Springfield, Massachusetts.

STATISTICS:



Yearly Comparison

Month	2021	2020	2019	2018
January	1,562	1,939	1,976	2,085
Feb	1,280	1,756	1,796	1,878
March	1,666	1,926	2,145	2,215
April	1,802	1,846	2,285	2,452
May	2,004	1,708	2,053	2,409
June	1,984	1,749	1,935	2,406
July	0	1,949	2,048	2,174
August	0	1,847	1,943	2,238
Sept	0	1,875	2,020	2,263
Oct	0	1,937	1,906	2,123
Nov	0	1,717	1,860	2,055
Dec	0	1,513	1,995	1,936
TOTAL	10,298	21,762	23,962	26,234



City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



George Kramlinger
Fire Chief & Emergency Management Director
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Fax: (603) 692-5147
www.somersworth.com

14 July 2021

To: Mr. Robert Belmore, City Manager

Re: June 2021 Monthly Fire Department and Emergency Management Report

1. As of 30 June, all State run COVID-19 fixed vaccination sites have been closed. In addition, 30 June was the last day of full activation for the State's Emergency Operations Center (EOC). Consequently, the EOC will no longer publish a weekly situation report (SITREP). Homeland Security and Emergency Management (HSEM) as well other State agencies continue a return to a pre-pandemic posture.
2. The SFD fire pumper apparatus committee and Fire Chief conducted an assessment and scoring of four bid proposals with the Pierce custom Enforcer proposal as the best option to meet the needs of the City as our new front-line pumper.
3. The Seacoast Chief Fire Officers Mutual Aid District (SCFOMAD) is comprised of 50 Departments across parts of four counties in three states. Cooperation within the District is strong and many initiatives are under way to increase capability.
 - a. The District is working to activate a Mutual-Link Talk-Group among all dispatch centers which is a voice over IP like capability to speed the response and coordination of mutual-aid fire assets.
 - b. The District's mobile command center is available to all member communities for scheduled events or major emergencies.
 - c. With your concurrence, the Somersworth Fire Chief accepted a position on the board of directors for the District's hazardous materials response team known as START (Seacoast Technical Assistance and Response Team).
 - d. As an example of an advanced training initiative, the District sponsored a three-day, confined space rescue technician course hosted by the Pease FD, conducted by the New Hampshire Fire Academy (NHFA), and attended by firefighters from five different fire departments. Four members of the City of Somersworth Fire Department earned national level certification and represented the City in an exemplary manor. The Somersworth Fire Chief, while off duty, was the lead instructor for the course in his capacity as a NHFA senior staff instructor.
4. Training within the Department focused on ground ladders, complex roof operations, emergency medical services, and firefighter assistance and search team (FAST) procedures.

5. Call Volume this month with a comparison to last year:

	June 2021	June 2020
EMS Related	63	35
MVA no injuries	5	3
Down Power Lines	3	3
Fires (all types)	8	4
All Other Hazards	43	49
Total	122	94

6. We continue to receive outstanding cooperation and response from Stewart's Ambulance Service. Average response time for the latest reporting period of May 2021 is an excellent 4:32.

Respectfully submitted

George D. Kramlinger
Fire Chief / EMD