

CITY OF SOMERSWORTH
Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager *RB*
DATE: Friday, June 1, 2018
SUBJECT: City Manager's Report for Monday June 4, 2018
City Council Agenda

*6:30 p.m. Council Photo
6:45 p.m. Non-meeting
School Union Tentative Agreement*

Public Hearings (Under Section 3 of Agenda)

- A. Public Hearing on Resolution No 34-18 To Discontinue the Fund for the Education of Persons with Disabilities Non-Capital Reserve Fund in Accordance with RSA 34:11-A.**

Consent Calendar (Under Section 5 of Agenda)

- B. Vote to Schedule a Public Hearing on June 18, 2018 on the Proposed City Charter Amendment to the Section Entitled, Changes to Ward Boundaries (Article 1.4).** Attached is the timeline (schedule) for amending the City Charter through a ballot vote at a special November Municipal Election.

Lay on the Table (Under Section 13 of Agenda)

- A. Vote to rescind the authorization granted in Resolutions 35-17 and 38-17 to the City Manager to sign a PILOT, Lease and Net Metering Agreement with NHSolar Garden to construct a Solar Project on the Blackwater Road Sanitary Landfill Superfund Site – requested by the Finance Committee.** I have provided you another copy of Attorney Mark Beliveau's May 3rd Memorandum. I draw your attention to page 2 that provides an overview of the Solar Array status as discussed at the May 30th Finance Committee, Council can now consider the project moving forward without a power purchase Agreement.

If Council is inclined to continue with the project, a vote to rescind only the Net Metering Agreement would be advisable. If approved, I would then recommend the City move forward with funding the risk studies to be conducted by our Superfund Consultant Engineers, Geosyntec. Andrew Kellar of NHSolar Garden has agreed to split the cost with the City.

Unfinished Business (Under Section 14 of Agenda)

Resolutions

- A. Resolution No. 34-18: To Discontinue the Fund for the Education of Persons with Disabilities Non-Capital Reserve Fund in Accordance with RSA 34:11-A.** Again, the Finance Committee voted at their May 11th meeting to recommend the discontinuance of this Non-Capital Reserve Fund. Currently there is \$240.00.

New Business (Under Section 15 of Agenda)

Ordinances

Please note: I recommend that these four (4) Ordinances be scheduled for a Public Hearing at the next regular Council Meeting on June 18th.

- A. Ordinance No. 10-18: To Amending Chapter 4, Personnel Rules and Regulations - Compensation Schedule.** The Government Operation Committee voted to support a 3% Cost of Living Increase (COLA) across the board wage adjustment for non-union employees covered under the City's Personnel Rules & Regulations. Just a reminder, this action, if approved, would carry over to provide members of the Water/Wastewater Collective Bargaining Unit the same COLA increase to their pay scale. Their Collective Bargaining Agreement (CBA)/Union Contract has language that provides for wage adjustments in accordance with the City's Personnel Rules & Regulations as may be approved by the City Council.
- B. Ordinance No. 11-18: Amend Chapter 29 Administrative Code to Assign Office of Assessing to the Department of Finance and Administration.** Based on my recommendation, the Government Operation Committee voted at their March 14th meeting to recommend this Ordinance change to move the Assessing Office from Development Services to the Finance Department. Finance Committee met on May 30th their consensus was to endorse this recommendation.

This change would improve our efforts to make communication more seamless between the Assessing and Tax offices. There are at least two critical times when it is particularly important, first as we develop the Budget and consider changes to valuation and the amount needed for the overlay account, and second, when the tax bills are issued and the need for the assessment warrant to be delivered to the tax collector.

- C. Ordinance No. 12-18: Supplemental Appropriation for Additional Special Education Funding in the Somersworth School Department Budget.** Please see the attached copy of the Memorandum provided by Superintendent Lori Lane.
- D. Ordinance No. 13-18: Amend Chapter 30, Conduct in Public Parks, Section 2.2, Definitions and Section 12 City Trails and Section 13 Dog Waste in Parks.** The Recreation Committee voted at their May 29th meeting to recommend these Ordinance changes. Attached is a copy of the pertinent sections of the Ordinance that would be amended.

Resolutions

- A. Resolution No. 37-18: To Authorize the City Manager to Enter into a Project Agreement with the New Hampshire Department of Transportation and to Accept a Congestion Mitigation and Air Quality (CMAQ) Improvement Program Grant Award.** Attached is a copy of the NH DOT Agreement. Just a reminder, the Council will need to eventually take action to appropriate the City's funding match.
- B. Resolution No. 38-18: Naming Whippoorwill Way, Sandlot Lane and Assigning Addresses if Required.** Attached is a copy of the Streets that are being proposed in this newly approved Subdivision. As noted in the Resolution, these Roads are to remain private.

Other

- A. Vote to Ratify Tentative 1-Year Agreement with Somersworth Educational Support Personnel Association (Maintenance and Custodial) and the Somersworth School District.** Attached is a copy of the cost components for this one-year Tentative Agreement.

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

A. Informational Items.

- 1. Road Resurfacing Resolution No. 35-18.** Attached is a copy of a Memorandum from Public Works Director Mike Bobinsky regarding recommended strategies for the road resurfacing project Streets approved by Council in this Resolution.

B. Attachments.

- 1. City Attorney Certifications Six (6)**

FYI

former City Councilor Brian Tapscott Memorial Service
Wednesday, June 6th at 1:00 p.m.
Journey Church in Barrington, 8 Eastern Avenue, Barrington
(near intersection of Rte. 9 & 125)

**SOMERSWORTH EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(Maintenance/Custodial)**

CONFIDENTIAL

FY 2019	with No Contract
	Total
Wages	604,851
FICA	46,271
Retirement	57,462
Total	708,584

FY 2019	Proposal	\$		
	Total	Increase	% Increase	
Wages	622,711	17,860	3.0%	Step Movement
FICA	47,637	1,366	3.0%	
Retirement	59,025	1,563	2.7%	
Total	729,373	20,789	2.9%	
Healthcare Savings		-		
Total		20,789	2.9%	

Summary

2.75% Wage Increase

CITY OF SOMERSWORTH

TIMELINE FOR AMENDING CHARTER PURSUANT TO RSA 49-B:5

TO BE VOTED ON AT 11/06/2018 MUNICIPAL ELECTION

	Date	Who	Action	Note
1	(one week prior to CC Meeting) 05/28/2018	City Clerk	Place Question on Agenda under OTHER, to amend City Charter	Other: A. Vote to proceed with City Charter Amendments
2	06/04/2018	Council	Vote on Ballot Question / Schedule Public Hearing	
3	Send to paper on: 06/05/2018 To be posted 06/08/2018	City Clerk	Post notice of Public Hearing	In Newspaper 7 days prior and in 2 public places; containing the language of the proposed amendment and explanation
4	06/18/2018		PUBLIC HEARING	Any substantial changes will require another public hearing, with notice as above.
5	If no amendments 06/25/2018	City Clerk	Within 7 days of PH, create <u>Report</u> of proposed amendment	
6	(Approx 1 week) Received by 06/25/2018	City Clerk /City Manager	Obtain written legal opinion from counsel regarding whether the final proposed language complies with the Laws and Constitution.	
7	No later than 07/05/2018	City Clerk	Within 10 days of Receipt, City Clerk must file certified copy of the report, to Secretary of State Attorney General Commissioner of DRA	Report must contain the name and address of the clerk and the Chair of the Council, and include municipal counsel's legal opinion
8	Could be up to 45 days to return, if approved 08/19/2018	<i>RSA 49-B:4-a (d) Within 14 days of receipt of such report, the secretary of state, the attorney general, and the commissioner of the department of revenue administration shall <u>notify in writing</u> the municipal clerk and the chairman of the charter commission, if any, of his or her receipt. Within 45 days after the receipt of the report the secretary of state, attorney general, and commissioner of the department of revenue administration shall review the proposed charter, charter revision, or charter amendment to insure that it is consistent with the general laws of this state, and shall give notice to the municipal clerk approving or disapproving the proposed charter</i> <i>.II. Failure to specify objections to a proposed charter within 45 days shall constitute <u>approval</u> by the secretary of state, attorney general, or the commissioner of the department of revenue administration.</i>		
9	(one week prior to CC Meeting) 08/27/2018	City Clerk	Submission of Final Report. Place Question on Agenda under OTHER, to amend City Charter	Other: Vote to Send Charter Amendments to the November 6, 2018 Ballot.
10	09/04/2018 CC Meeting	Council	Vote on Ballot Question	63 days prior to election
11	11/06/2018		Special Municipal Election	Not less than 60 days after the filing of the final report

BARRINGTON
BROOKFIELD
DOVER
DURHAM
FARMINGTON
LEE
MADBURY
MIDDLETON
MILTON



NEW DURHAM
NEWMARKET
NORTHWOOD
NOTTINGHAM
ROCHESTER
ROLLINSFORD
SOMERSWORTH
STRAFFORD
WAKEFIELD

May 24, 2018

Somersworth City Council
1 Government Way
Somersworth NH 03878

Dear Mayor Hilliard and Council Members:

As prescribed by RSA 36:46-III, and as laid out in the SRPC Bylaws:

"Each municipality that becomes a member of the Commission shall be entitled to two representatives. A municipality with a population greater than 10,000 but less than 25,000 shall be entitled to three representatives, and a municipality with a population of 25,000 or more shall be entitled to four representatives on the Commission. For the purposes of this section, population shall be determined by the last federal census. Each municipality's representatives to the Commission shall be nominated by the planning board from among the municipality's residents and appointed by its municipal officers.

The terms of office of representatives and alternates on this Commission shall be four years (see RSA 36:46). When a municipality joins or rejoins the Commission, initial appointments shall be for two and four years. For municipalities entitled to three or more representatives, initial appointments shall be for two, three, and four years. Vacancies shall be filled for the remainder of the un-expired term in the same manner as original appointments."

The City of Somersworth's population as reported in the 2010 census was 11,766.¹ Based on this estimate and on the RSAs and the SRPC bylaws, the City of Somersworth is entitled to three representatives.

Our records indicate that there are currently two open positions:

Current Commissioners

<u>Name</u>	<u>Expiration</u>
Vacant	5/2/2020 5/2/2022* (*Extended two years to maintain staggered appointment terms)
Scott Orzechowski	5/31/2021
Vacant	5/2/2020

Please use the attached form to appoint one to two residents to serve as SRPC Commissioners. The attached form may be sent via email or mail to Shayna Sylvia (ssylvia@strafford.org), Strafford Regional Planning Commission, 150 Wakefield Street, Suite 12, Rochester, NH 03867. The accompanying flyer has more information on the role of an SRPC Commissioner. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Shayna Sylvia, Communications and Outreach Specialist
cc: Planning Board, Bob Belmore, Shanna Saunders, Scott Orzechowski

¹ The dues rates for FY 2019 were calculated using the NH Office of Strategic Initiatives (NHOSI) 2016 Population Projections, which use the 2010 census for the base population and estimate the population of each New Hampshire community based on the changes in the number of dwelling units. The number of commissioners to which each community is entitled is the same based on the NHOSI projections and the 2010 census.

The signatures of the Appointing Official(s) listed below confirm that the above named individual(s) shall be appointed as the City of Somersworth representative(s) of the Strafford Regional Planning Commission.

Appointee: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Expiration Date: May 2, 2022

Appointee: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Expiration Date: May 2, 2020

Appointing Official/Title

Date

Appointing Official/Title

Date

Appointing Official/Title

Date

A Guide to Being a SRPC Commissioner



What?

The role of a SRPC Commissioner is to offer insight and guidance regarding projects and processes of the SRPC Commission through discussions at meetings, input to staff for reports, and adoption of reports and other planning documents. Additional responsibilities include adopting and amending the Bylaws; adopting the Annual Budget and Annual Dues; and electing Officers and Executive Committee members.



Three Roles

As an SRPC Commissioner you are also a member of the Strafford Metropolitan Planning Organization Policy Committee and serve on the Board of Directors for the Strafford Economic Development District. The Policy Committee provides a forum for the development of regional transportation policies for the SMPO and acts as a vehicle to coordinate the implementation of these policies. The Strafford EDD is a federally designated organization responsible for the maintenance and implementation of a regional Comprehensive Economic Development Strategy (CEDS) and other technical assistance related with economic development.



Time Commitment & Responsibilities

As a Commissioner you are appointed for a four year term. During each year there are four quarterly Commission meetings that are held in a variety of locations throughout the region and are scheduled for 4 pm. The Commission meetings also serve as the quarterly meetings for the Strafford Economic Development District.

For the Strafford MPO Policy Committee there are 12 monthly meetings that are held at the SRPC Office at 9 a.m. on the third Friday of every month. View this year's schedule listed on the right.

In both of these roles you count towards a quorum, which requires a designated number of members to be present at meetings in order to vote on official business.

We ask that you set aside some time each week to read SRPC emails and news, and review packet materials prior to meetings. There may also be an opportunity to serve on subcommittees for SRPC projects.

Have we sparked your interest???

Get in touch with us directly using the contact information to the right or reach out to your local town planning officials.



Quick Facts

- Strafford Regional Planning Commission (SRPC) is a Metropolitan Planning Organization (MPO) and an Economic Development District (EDD).
- SRPC is made up of 18 communities including all of Strafford County, in addition to Brookfield and Wakefield in Carroll County, and Nottingham, Newmarket, and Northwood in Rockingham County.
- Established by state legislation in 1969 the regional planning commissions serve in an advisory role to local governments and community organizations.
- SRPC's mission is to assure that the region is responsive to the needs of its residents through cooperation with the federal and state agencies and its member communities, through the implementation of SRPC's policies and plans, and through local planning assistance.

FY 2018 Meeting Schedule

Commission/ Strafford EDD (1-1.5 hours)

September 28, 2017 at 4 p.m.
December 7, 2017 at 4 p.m.
February 22, 2018 at 4 p.m.
June 28, 2018 at 11:30 a.m.

Policy Committee (1-2 hours)*

July 21, 2017 at 9 a.m.
August 18, 2017 at 9 a.m.
September 15, 2017 at 9 a.m.
October 20, 2017 at 9 a.m.
November 17, 2017 at 9 a.m.
December 15, 2017 at 9 a.m.
January 19, 2018 at 9 a.m.
February 16, 2018 at 9 a.m.
March 16, 2018 at 9 a.m.
April 20, 2018 at 9 a.m.
May 18, 2018 at 9 a.m.
June 15, 2018 at 9 a.m.

*SRPC understands if Commissioners are unable to attend some Policy meetings due to work schedules

Contact

Shayna Sylvia, Communications and Outreach Specialist
SRPC, Suite 12, 150 Wakefield St.,
Rochester, NH 03867
(603) 994-3500
srpc@strafford.org

MARK E. BELIVEAU

Pease International Tradeport
One New Hampshire Avenue, #350
Portsmouth, NH 03801

P 603.373.2002
F 603.433.6372
C 603.969.6574
mbeliveau@pierceatwood.com
pierceatwood.com

Admitted in: NH

Memorandum

To: Robert M. Belmore, City Manager
Somersworth, New Hampshire
FM: Mark E. Beliveau, Esq.
Pierce Atwood LLP
DT: May 3, 2018
Re: Update on Status of Somersworth Landfill Superfund Site

Set forth below is a brief update on the cleanup and other activities related to the Landfill. I look forward to meeting with you and the City Council on Monday, May 7, 2018, to discuss these matters further and answer any questions.

Status of Somersworth Landfill Superfund Site Cleanup

Background

- Landfill on Blackwater Road accepted waste starting in the 1930s and stopped in 1981
- Landfill declared a Superfund Site by US EPA in 1983
- City, GE and other parties signed a Consent Decree with EPA to address contamination in 1995
- Construction of cleanup remedy completed Sept. 2000
- Projected timeframe to meet groundwater cleanup standards is 55 years

Current Status

- Bedrock groundwater extraction at well B-12R was discontinued on July 28, 2014 and remains off. Ongoing monitoring to determine if pumping is needed to maintain reduction in groundwater contamination
- Ongoing investigation of cause of periodic elevated concentrations of contaminants at downgradient side of CTW-20 transect
- EPA began "optimization review of remedy" in April 2016; still waiting on results

Request by EPA for new Financial Assurance pursuant to the Consent Decree

- The Consent Decree requires that the City and GE provide "financial assurance" (FA) to ensure availability of adequate financial resources to conduct site cleanup
- For 22 years the EPA has accepted GE's Annual Report as FA
- EPA is no longer accepting GE's Annual report

- The Consent Decree allows a "Letter of Authorization" from the Somersworth City Council for a sum certain as adequate FA
- This form of FA would operate as a type of self-insurance or governmental corporate guarantee and would not require money to be set aside
- A proposed Letter of Authorization and draft City Council Resolution have been provided and are subject to further review

Status of Possible Solar Array at Landfill

- The City originally proposed that NhSolar Garden be responsible for all costs incurred by the City at the Landfill directly attributable to the development, construction, operation and maintenance of the solar facility. Meaning, if because of the solar facility the ongoing landfill cleanup remedy required modification, Nhsolar would pay the associated cost. NhSolar said that was a deal breaker and it would not be able to finance the project with that requirement in the Lease.
- In order to better understand the potential risk to the landfill remedy, Geosyntec has given us a proposal to review the possible adverse impacts of putting a solar array on the landfill. The estimated cost is \$3,800 for Phase 1 of the work and \$6,500 for Phase 2 of the work. Phase 2 work is only required if the parties have agreed to go forward with the solar project based on Phase 1 findings. NhSolar has agreed to split the above costs. This work has not been authorized yet. EPA supports solar at the Landfill but any specific proposal and design is subject to EPA review and approval.
- NhSolar has agreed to be responsible for all damages and related costs to the Solar array in the event of landfill settlement, subsidence or shifting. This is not a risk to the City obviously but I mention it so it is clear what risk NhSolar is willing to take on.
- In the most recent draft of the Solar Lease, we were informed that NhSolar Garden has become a subsidiary of New England Solar Garden (NESG) and the actual tenant that will be the party to the Lease is a new single purpose entity called Somersworth Landfill Solar, LLC. At the start, NESG will be the sole 100% member of Somersworth Landfill Solar. Once all permits are received, the developer's tax equity investor will become the 100% member of Somersworth Landfill Solar. The City will want to make sure that the obligations of Somersworth Landfill Solar, LLC are guaranteed by an entity that has the resources to properly construct, operate and maintain the solar facility during the term of the Lease. NhSolar has recently offered to provide an estimated pro forma showing how the project would be funded.
- NhSolar has recently shared that only City meters that add up to total power the solar array produces need to go on default service with Eversource. While this helps with the project economics the current and possibly future cost of electricity on the open market may be lower than Eversource's default rate and it remains possible that the surplus generation payment will not work in the City's favor.

RESOLUTION NO. _____ TO AUTHORIZE THE CITY MANAGER TO EXECUTE AND DELIVER TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, PURSUANT TO PARAGRAPH 48.f. OF THE RD/RA CONSENT DECREE FOR THE SOMERSWORTH SANITARY LANDFILL SUPERFUND SITE, A FINANCIAL ASSURANCE "LETTER OF AUTHORIZATION" IN THE AMOUNT OF \$ _____ MILLION DOLLARS.

WHEREAS, the City of Somersworth ("City") is the owner of certain property located on Blackwater Road in Somersworth, which property is the location of the former Somersworth Sanitary Landfill ("Landfill"), and

WHEREAS, on September 8, 1983, the Landfill, pursuant to federal law, was added to the National Priorities List and the City, along with many local businesses and certain federal and state departments and agencies, were required to investigate and cleanup contamination at the Landfill; and

WHEREAS, on September 28, 1995, the City, along with many local businesses and certain federal and state departments and agencies, entered into the RD/RA Consent Decree for the Somersworth Sanitary Landfill Superfund Site ("Consent Decree") with the U. S. EPA and the State, wherein they agreed to be responsible for the cleanup of the Landfill; and

WHEREAS, pursuant to the Consent Decree, all settling parties, except the City and General Electric Company, paid a sum certain and "cash-out" under the Consent Decree and the cash-out payments have been applied towards the cost of the cleanup; and

WHEREAS, the City and General Electric Company have diligently performed their obligations under the Consent Decree for the past 23 years; and

WHEREAS, the U.S. EPA has determined that the cleanup remedy for the landfill currently protects human health and the environment and, for the remedy to be protective in the long term, groundwater cleanup levels specified in the Record of Decision must be attained and final closure of the Landfill must be completed by the acceptance of the existing soil cap as the final landfill cap or the selection and construction of a new final landfill cap; and

WHEREAS, Paragraph 48. f. of the Consent Decree requires the City and General Electric Company to establish and maintain financial security in the amount of \$16 million (the original projected cost of the cleanup of the Landfill), to assure the performance of the cleanup remedy; and

WHEREAS, Paragraph 48 of the Consent Decree allows various ways to provide financial security including a surety bond, irrevocable letter of credit, trust fund, corporate guarantee, financial test or a "letter of authorization" from the Somersworth City Council; and

WHEREAS, Paragraph 49 of the Consent Decree provides that if the City and General Electric Company seek to demonstrate their financial ability to complete the cleanup of the Landfill by means of a municipal authorization pursuant to Paragraph 48. f. then, in such event, the City shall submit to U.S. EPA each year its annual budget, annual financial reports, and a letter stating that the Somersworth City Council authorization remains in force; in addition, the City would be required to submit its current bond rating, if any, and the bond rating package, if any, and any other information used to support bond issuance, for the most recent bond issuance and for each bond issuance during the performance of the cleanup of the Landfill; and

WHEREAS, the City and General Electric Company have overseen and paid the cost of the cleanup of the Landfill including, without limitation, the design, construction, operation and maintenance of the chemical treatment wall, the landfill cover, the bedrock extraction system and the landfill gas venting system; and

WHEREAS, as between the City and General Electric Company, all costs incurred related to the cleanup of the Landfill are split on a 50.5% (City) and 49.5% (General Electric Company) basis; and

WHEREAS, in light of the work completed to date at the Landfill, and the estimated cost to complete the cleanup of the Landfill, a reasonable and appropriate amount of financial assurance is \$__ million; and

WHEREAS, the City Finance Committee and City _____ Committee have received a presentation from the City Manager and his staff on this matter, including a draft copy of the proposed "letter of authorization", a copy of which is attached to this Resolution, and recommend adoption thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute the letter of authorization attached to this Resolution and deliver it to the U.S. EPA in satisfaction of the financial security requirements set forth in Paragraphs 48 and 49 of the Consent Decree.

[City of Somersworth Letterhead]

March __, 2018

United States Environmental Protection Agency
New England, Region 1
Office of Site Remediation and Restoration
Attn: Gerardo Millan-Ramos
P.O. Box ____
Boston, MA.

Re: Financial Assurance, Somersworth Landfill, Somersworth, New Hampshire

Dear Mr. Millan-Ramos,

Pursuant to Paragraph 48 f. of the RD/RA Consent Decree for the Somersworth Landfill Superfund Site, please accept this Letter of Authorization from the Somersworth City Council. This letter demonstrates the financial ability of the City of Somersworth to complete the remaining work at the Landfill and serves to satisfy the financial assurance requirements set forth in the Consent Decree.

Attached hereto and incorporated herein by reference is a copy of the Somersworth City Council Resolution No. ____ authorizing the Somersworth City Manager to execute and deliver this Letter of Authorization to the U.S. EPA.

Also enclosed are the following documents in support of this Letter of Authorization:

1. City of Somersworth Budget for 2017 – 2018;
2. City of Somersworth Financial Reports to date for 2017 – 2018; and
3. Most recent City of Somersworth bond issuance and information used to support the bond issuance.

As you know, for the past 23 years, the City of Somersworth and General Electric Company, as the Work Settling Defendants (WSDs) under the Consent Decree, have diligently performed their obligations under the Consent Decree. During this time, the WSDs have worked cooperatively with U.S. EPA and NH DES to design, construct, operate and maintain the selected remedy for the Landfill.

Based on the work completed to date, projected ongoing operation and maintenance costs and the future final closure of the Landfill, we believe that \$8 million is more than adequate to serve as a financial assurance sum certain pursuant to the Consent Decree.

Going forward, in accordance with Paragraph 49 of the Consent Decree, the City will annually submit its most recent annual budget, annual financial reports and bond issuance information along with a letter stating that the Somersworth City Council authorization remains in force.

Very truly yours,

Robert M. Belmore

Somersworth City Manager



City of Somersworth – Resolution

Resolution No: **34-18**

**TO DISCONTINUE THE FUND FOR THE EDUCATION OF
PERSONS WITH DISABILITIES NON-CAPITAL RESERVE FUND
IN ACCORDANCE WITH RSA 34:11-A**

May 21, 2018

WHEREAS, the City Council adopted Resolution No. 46-09 to establish a non-capital reserve fund for the purpose of educating students in the Somersworth School District with disabilities, and

WHEREAS, the City Council's Finance Committee voted at their May 11, 2018 meeting to recommend the discontinuance of this non-capital reserve fund, and

WHEREAS, the City Council accepts the Committee's recommendation in determining that a more efficient manner in which to fund the education of persons with disabilities is through the City's annual budget process and/or supplemental appropriations when needed, and

WHEREAS, RSA 34:11-a grants the City Council the authority to discontinue a non-capital reserve fund and direct the Trustees of Trust Funds to pay all the moneys in said fund to the City treasury,

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

Authorization

Sponsored by:

David A. Witham
Dale R. Sprague
Martin P. Dumont, Sr.

Approved:

City Attorney



City of Somersworth – Ordinance

Ordinance No: **10-18**

AMENDING CHAPTER 4, PERSONNEL RULES AND REGULATIONS - COMPENSATION SCHEDULE

June 4, 2018

THE CITY OF SOMERSWORTH ORDAINS THAT, the Ordinances of the City of Somersworth, as amended, be further amended as follows:

Amend Chapter 4 by deleting the Compensation Schedule in its entirety and replacing it with the following:

Personnel Rules and Regulations
FY2018-2019 Compensation Schedule
 (3% Increase effective July 1, 2018)

GRADE		HIRE	1	2	3	4	5
6	A	23,030.01	24,012.83	24,915.97	25,925.36	26,961.31	27,997.26
	H	11.0721	11.5447	11.9788	12.4641	12.9621	13.4602
7	A	24,145.64	25,048.79	26,164.42	27,200.37	28,183.20	28,528.52
	H	11.6085	12.0427	12.5791	13.0771	13.5497	13.7156
8	A	25,367.54	26,350.37	27,386.32	28,528.52	29,697.29	30,892.61
	H	12.1959	12.6685	13.1665	13.7156	14.2776	14.8522
9	A	26,642.56	27,705.07	28,820.71	29,989.48	31,158.24	32,459.82
	H	12.8089	13.3198	13.8561	14.4180	14.9799	15.6056
10	A	27,944.14	29,059.78	30,175.42	31,450.43	32,645.77	34,053.59
	H	13.4347	13.9710	14.5074	15.1204	15.6950	16.3720
11	A	29,378.54	30,573.86	31,716.06	32,991.09	34,345.78	35,727.05
	H	14.1243	14.6989	15.2481	15.8611	16.5124	17.1765
12	A	30,866.05	32,087.94	33,309.84	34,664.54	35,966.12	37,400.52
	H	14.8394	15.4269	16.0143	16.6656	17.2914	17.9810
13	A	32,406.69	33,681.71	35,062.98	36,497.38	37,905.22	39,498.99
	H	15.5802	16.1931	16.8572	17.5468	18.2237	18.9899
14	A	33,947.35	35,302.04	36,709.88	38,250.53	39,764.61	41,331.82
	H	16.3209	16.9721	17.6489	18.3897	19.1176	19.8711

GRADE		HIRE	1	2	3	4	5
15	A	35,727.05	37,188.02	38,648.97	40,163.06	41,677.14	43,324.04
	H	17.1765	17.8788	18.5812	19.3092	20.0371	20.8289
16	A	37,427.08	38,914.59	40,481.81	42,261.52	43,828.74	45,661.57
	H	17.9938	18.7089	19.4624	20.3181	21.0715	21.9527
17	A	39,366.17	40,959.94	43,722.48	44,280.30	46,033.45	47,866.28
	H	18.9260	19.6923	21.0204	21.2886	22.1315	23.0127
18	A	41,331.82	42,978.72	44,625.62	46,485.01	48,344.42	50,363.20
	H	19.8711	20.6628	21.4546	22.3485	23.2425	24.2130
19	A	43,324.04	45,103.75	46,963.15	48,902.24	50,788.20	52,860.10
	H	20.8289	21.6845	22.5784	23.5107	24.4174	25.4135
20	A	45,635.00	47,494.40	49,274.12	51,266.33	53,311.68	55,383.57
	H	21.9399	22.8339	23.6895	24.6473	25.6306	26.6267
21	A	47,866.28	49,752.24	51,824.15	53,842.93	55,994.52	58,172.68
	H	23.0127	23.9194	24.9155	25.8861	26.9205	27.9676
22	A	50,336.64	52,275.72	54,374.18	56,446.09	58,836.75	61,174.29
	H	24.2003	25.1325	26.1414	27.1375	28.2869	29.4107
23	A	52,806.98	54,932.01	57,003.91	59,368.01	61,732.10	64,229.01
	H	25.3880	26.4096	27.4057	28.5423	29.6789	30.8793
24	A	55,383.57	57,614.86	59,899.27	62,343.05	64,760.27	67,390.00
	H	26.6267	27.6995	28.7978	29.9726	31.1347	32.3991
25	A	58,172.68	60,589.89	62,927.43	65,530.59	68,213.44	70,896.29
	H	27.9676	29.1297	30.2536	31.5051	32.7949	34.0848
26	A	61,147.72	64,016.51	65,982.16	68,665.01	71,533.80	74,216.65
	H	29.3980	30.7771	31.7221	33.0120	34.3913	35.6811
27	A	64,069.64	66,779.05	69,382.21	72,251.00	75,146.35	78,041.70
	H	30.8027	32.1053	33.3569	34.7360	36.1281	37.5200
28	A	67,310.30	70,046.28	72,702.57	75,651.05	78,758.90	81,866.76
	H	32.3607	33.6761	34.9532	36.3707	37.8649	39.3590
29	A	70,657.23	73,526.01	76,394.80	79,422.97	82,769.89	86,010.56
	H	33.9698	35.3491	36.7283	38.1842	39.7932	41.3512

(3% increase of minimum and maximum effective July 1, 2018)

Grade			
	H	28.6315	36.4937
30	A	75,610.66	92,185.90
	H	36.3513	44.3202
31	A	82,599.88	100,498.93
	H	39.7114	48.3168
32	A	83,373.40	101,578.52
	H	40.0834	48.8358
33	A	87,600.08	106,523.47
	H	42.1155	51.2132
34	A	92,020.14	111,938.04
	H	44.2405	53.8164
35	A	96,633.59	117,490.75
	H	46.4585	56.4859
36	A	101,495.65	123,374.96
	H	48.7959	59.3149
37	A	106,468.23	129,452.53
	H	51.1867	62.2368

This Ordinance will take effect upon adoption.

Authorization	
<i>Sponsored by:</i> Councilor Martin Dumont Councilor Nancie Cameron Councilor Edward Levasseur	<i>Approved:</i> City Attorney



City of Somersworth – Ordinance

Ordinance No: 11-18

AMENDING CHAPTER 29 ADMINISTRATIVE CODE TO ASSIGN OFFICE OF ASSESSING TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION

June 4, 2018

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

Delete Section 29.3.6.3, and Section 29.3.6.9, and replace with the following:

Section 29.3.6.3 Department of Finance and Administration

The Department of Finance and Administration shall be responsible for the Divisions of Finance and Library, the Offices of the City Clerk, Tax Collector, Welfare, Assessing, and the Utility Billing function within the Divisions of Water and Wastewater to include maintenance of the Water and Sewer funds on a utility basis.

Section 29.3.6.9 Department of Development Services

The Department of Development Services shall be responsible for the Divisions of Economic Development and Planning, Office of Code Enforcement, and the Division of Recreation.

Further amend Chapter 29 by renumbering as follows:

Section 29.3.6.9 Office of Assessing

Section 29.3.6.10 Department of Development Services

Section 29.3.6.11 Division of Economic Development and Planning

This Ordinance shall take effect upon its passage.

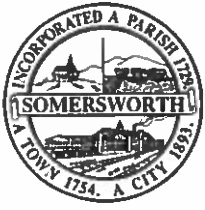
Authorization

Sponsored by:

Councilor Martin Dumont
Councilor Nancie Cameron
Councilor Edward Levasseur
Councilor David Witham

Approved:

City Attorney



City of Somersworth – Ordinance

Ordinance No: **12-18**

SUPPLEMENTAL APPROPRIATION FOR ADDITIONAL SPECIAL EDUCATION FUNDING IN THE SOMERSWORTH SCHOOL DEPARTMENT BUDGET

June 4, 2018

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

The annual budget for the City of Somersworth for Fiscal Year 17-18 is amended as follows:

Appropriate \$116,795 from unanticipated School Department Revenue and \$295,205 from General Fund fund balance as follows:

Original Budget	Amendment	Revised Budget
\$25,725,172	\$ 412,000	\$ 26,137,172

Approved as to Funding:

Scott A. Smith
Director of Finance and Administration

Recorded by:

Trish Harris
City Clerk

Background:

This ordinance appropriates funding to cover a shortfall in special education funding. The unanticipated revenue for the School Department is \$116,795 in Medicaid reimbursement.

Authorization

Sponsored by:
David A. Witham
Dale Sprague
Martin Pepin
Martin Dumont, Sr.

Approved:
City Attorney



City of Somersworth – Ordinance

Ordinance No: 13-18

AMEND CHAPTER 30, CONDUCT IN PUBLIC PARKS, SECTION 2.2, DEFINITIONS AND SECTION 12 CITY TRAILS and SECTION 13 DOG WASTE IN PARKS

June 4, 2018

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

AMEND Chapter 30, Conduct in Public Parks, Section 2.2 Definitions,
by deleting Queensbury Mill Pocket Park

AMEND Chapter 30, Conduct in Public Parks, Section 12 City Trails,
by adding Mast Point Dam Recreation Area

AMEND Chapter 30, Conduct in Public Parks, Section 13 (c) Dog Waste in Parks, by
adding Malley Farm Recreational Area Softball/Baseball Field

This Ordinance shall take effect upon its passage.

Authorization

Sponsored by:

Jonathan McCallion
Kenneth S. Vincent
Martin Pepin

Approved:

City Attorney

CHAPTER 30

CONDUCT IN PUBLIC PARKS

Section 1: Title.

This ordinance shall be known and may be cited as the “City of Somersworth Ordinance Regulating Conduct in Public Parks”.

Section 2: Definitions.

For the purpose of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

1. “City” is the City of Somersworth.
2. For purposes of this Ordinance, the term “park” shall be limited to the areas within the boundaries, as described in the records of the City of Somersworth Assessors, of the following City-owned recreational properties and facilities in all public parks and playgrounds. These parks are as follows:
 - Noble Pines Park
 - Millennium Park
 - Jules Bisson Park
 - Ash Street Park (Amended 06/02/2014.)
 - Stein Park
 - USS Somersworth Pocket Park
 - Queensbury Mill Pocket Park
 - Malley Farm Recreational Area
 - Willand Pond Recreational Area
 - The Riverwalk
 - Memorial Drive Tennis Courts
 - Mast Point Dam Recreation Area(Deleted St. Laurent Park 06/06/2011.)
3. “Vehicle” is any wheeled conveyance, whether motor powered, animal-drawn or self-propelled. The term shall include, but not be limited to, any trailer in tow, automobile, truck, wagon, bicycles, snowmobile, motorbike, motorcycle, trail bike of any size, kind, or description, skateboards, scooters or rollerblades. Exception is made for baby carriages and vehicles used in the maintenance of City parks.

Chapter 30 8

- (e.) **Revocation.** The City of Somersworth shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance, or upon good cause shown.

12. City Trails. “City Trail” means any trail designated by the Parks and Recreation Department for use by pedestrians. Parks that have City trails include Willand Pond, Malley Farm and the Riverwalk.

- (a.) No person responsible for a dog shall permit the dog to be on any City trail unless the dog is held on a leash. The dog shall be reined in to within four (4) feet of the responsible person whenever it approaches or is approached by another trail user.
- (b.) No person responsible for a dog shall permit the dog to defecate upon any trail. It is a specific defense to a charge of violating this section that the person charged immediately removed the deposit and properly disposed of it.

13. Dog Waste in Parks.

- (a.) No person owning or responsible for a dog shall permit the dog to defecate on any public property or right of way or on any private property other than property owned and leased by the person owning or responsible for the dog.
- (b.) It is a specific defense to a charge of violating this section that the person charged immediately removed the excrement and properly disposed of it in a sanitary manner.
- (c.) Where signs are posted, dogs shall be prohibited from the designated playing fields listed here:

- Noble Pines Park Baseball Field
- Millennium Park Softball Field
- Jules Bisson Softball/Baseball Field

(Chapter 30, Section 13.c added 06/02/2014.)



City of Somersworth – Resolution

Resolution No: 37-18

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROJECT AGREEMENT WITH THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION AND TO ACCEPT A CONGESTION MITIGATION AND AIR QUALITY (CMAQ) IMPROVEMENT PROGRAM GRANT AWARD

June 4, 2018

WHEREAS, the City of Somersworth has received notification of a Congestion Mitigation and Air Quality (CMAQ) Improvement Program Grant Award for the City in the amount of \$698,750 (Six Hundred Ninety-Eight, seven Hundred and Fifty Dollars), and

WHEREAS, the New Hampshire Department of Transportation had awarded the City a grant of \$559,000. (Five Hundred and Fifty-Nine Thousand Dollars), towards this project, such amount being 80% of the project's costs, and

WHEREAS, the City will be responsible for the remaining 20% of the project's costs, such amount being \$139,750. (One Hundred Thirty-Nine Thousand Seven Hundred and Fifty Dollars), and

WHEREAS, the Grant funds and City funds will be used to complete project activities to include a signal system optimization of the High Street Corridor in order to improve traffic flow and streamline intersections as well as provide for pedestrian improvements that provide a reduction in single-occupant vehicle travel, and

WHEREAS, the City Council voted on October 2, 2017 to commit its support for this CMAQ Grant Project;

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

Authorization

Sponsored by:

David A. Witham
Dale R. Sprague
Martin Pepin
Martin P. Dumont Sr.

Approved:

City Attorney

SOMERSWORTH, NEW HAMPSHIRE

City of Somersworth
One Government Way
Somersworth, NH 03878



City Hall
603.692.4262
www.somersworth.com

October 2, 2017

Thomas Jameson, CMAQ Program Manager
NHDOT Bureau of Planning & Community Assistance
Hazen Drive, Concord NH. 03302-0483

Dear Mr. Jameson:

On behalf of the City of Somersworth City Council please accept this letter of support for the City's application to the NH Department of Transportation for CMAQ funding.

The City prides itself with being "on the move". This includes efforts to become more sustainable. The City has identified that the major traffic corridor, Route 9, from the Spalding Turnpike to Somersworth Downtown as a significant contributor to congestion and air pollution. This corridor includes 6 intersections that operate on outdated equipment, and have low quality pedestrian infrastructure. This results in long traffic queues during rush hour, high idling time and little pedestrian use.

The proposal to update the equipment at those intersections including replacing the controller, ADA countdown heads, new pedestrian buttons, new concrete ADA ramps, new fire preemption equipment, plus video detection and new signal heads will increase the safety and congestion of the intersections for all modes of transport, including public safety response times. The estimated cost of the overall project is \$699,000 and the City is prepared to provide the 20% match of \$139,800.

The Somersworth City Counsel wholly supports this project and asks that you approve this grant request and provide the City of Somersworth with funding to complete this project.

Sincerely,

Dana S. Hilliard, Mayor



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

May 11, 2018

William Cass, P.E.
Assistant Commissioner

Shanna B. Saunders
Director of Development Services
One Government Way
Somersworth, NH 03878

RE: SOMERSWORTH, X-A004 (729), #41741
High Street/Rte 108 Corridor Signal System
Congestion Mitigation & Air Quality Program
PROJECT AGREEMENT

Dear Ms. Saunders:

As sponsor of the above-noted project, we are sending you three (3) copies of an agreement between NHDOT and the City of Somersworth for the above-referenced project. **Please leave the date blank on the agreements.** Once the agreements have been signed and returned to us, I will obtain the required signature here at NHDOT, date the agreement, and forward an executed original back to you.

After this agreement is executed, I will schedule a scoping meeting with you (see Agreement paragraph III-E). Notice to proceed with the Qualifications Based Selection (QBS) process of the project will generally follow after the scoping meeting. This meeting will feature a discussion of the Project's scope, budget, and schedule, and will result in the Town's development of a schedule identifying project milestones with dates. **Please note that any expenditure prior to our notice to proceed cannot be reimbursed.**

We have enclosed a checklist for tracking your progress. The reference document (see Agreement paragraph I-B) titled "New Hampshire Department of Transportation Local Public Agency Manual for the Development of Projects" can be downloaded from our website, www.NHDOT.com, under Quick Links (LPA Manual). Please be sure to read this manual in advance of the scoping meeting. You will also need to identify an employee who is LPA certified to act as the person in responsible charge.

We strongly suggest that you maintain on-going communication to keep us apprised of project activities and schedule. We will work with you to ensure that your project meets all program requirements as well as the goals of the community.

Sincerely,

Thomas Jameson, PE
Project Manager
Bureau of Planning and Community Assistance
Tel. (603) 271-3462

TEJ/kaw
Enclosures

RECEIVED
MAY 16 2018

TAB

FEDERAL PROJECT CHECKLIST

Project Name: SOMERSWORTH Application #: 17-04 CMAQ DOT # 41741 Federal # X-A004 (729)

Sponsor Name: DIR OF PLANNING & DEV

Agreement Sent to Sponsor: _____ Agmt Returned: _____

*Agreement Executed: _____

Enter in Municipal Agreement log: _____

Scan Agreement into ProMIS: _____

Update Agreement into MTS: _____

G&C Approval: _____

Project Scoping Meeting Scheduled: _____

*Consultant QBS Process Received: _____ Consultant Selected : _____ Date: _____

*S&F for Eng. Study/PE received: _____ Approved: _____ Estimate Routed: _____

Engineering Study received: _____ Approved: _____ Estimate Routed: _____

S&F for Design-Bids received: _____ Approved: _____ Estimate Routed: _____

Preliminary Plans received: _____ Approved: _____

*Final Plans received: _____ Approved: _____ Estimate Routed: _____

S&F for Con. Engr. received: _____ Approved: _____ Estimate Routed: _____

CHECK BRIDGE DEFICIENCY REPORT BEFORE AUTHORIZING FUNDS _____

NO.	AMEND OR CHANGE ORDER	DATE REC'D	\$ AMOUNTS (+/-)	DATE APPROVED	EST. <input checked="" type="checkbox"/>

Environmental Documentation received: _____ ROW Documentation received: _____

Authorization to Advertise: _____ Bid Tabulation received: _____ Award Approved: _____

BRIDGES ONLY: Bid entered on MUN Bridge List: _____ Estimate Routed: _____

*Notice of Award received: _____

Pre-construction meeting scheduled: _____ Project closeout documentation letter sent: _____

Construction Contract received: _____

Final Inspection: _____ As-Built Plans received: _____

NHDOT compliance review letter received: _____ Project Close Out Checklist Complete: _____

Request for Reimbursement of Final Costs received: _____ Paid: _____

BRIDGES ONLY: Final Costs entered on MUN Bridge List: _____

* Update Project Database

**CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM /
TRANSPORTATION ENHANCEMENT PROGRAM
PROJECT AGREEMENT
FOR**

**CITY OF SOMERSWORTH
STATE VENDOR #: 177476
STATE PROJECT #: 41741
FEDERAL PROJECT #: X-A004 (729)**

THIS AGREEMENT, executed in *triplicate*, is made and entered into this ____ day of _____, 20__, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the CITY OF SOMERSWORTH, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to implement a signal system optimization of the High Street/Rte. 108 Corridor in the City of Somersworth is an eligible project for funding under the FAST-ACT (Fixing America's Surface Transportation System Act) created under a federal law known as Moving Ahead for Progress in the 21st Century (MAP-21); and

WHEREAS, the DEPARTMENT has established Congestion Mitigation Air Quality Project #41741 (the "Project") for the aforesaid project in the amount of Six hundred ninety eight thousand seven hundred - fifty dollars (\$698,750.00) with eighty percent (80%) of that cost coming from Federal Highway funds, such amount being Five hundred - fifty nine thousand dollars (\$559,000.00), and the remaining twenty percent (20%) of that cost coming from the PROJECT SPONSOR, such amount being One hundred thirty nine thousand, seven hundred-fifty dollars (\$139,750.00); and

WHEREAS, the PROJECT SPONSOR has submitted an Application (17-04 CMAQ) to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreements herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.

- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- G. Non-Discrimination:
1. The PROJECT SPONSOR agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT

SPONSOR receives Federal financial assistance extended by the State of New Hampshire. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.

2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
 - a. That each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
 - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.*
 - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)
 - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT.

Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>

- H. If there is a default of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 of page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.

- D. That the PROJECT SPONSOR agrees to commence the Project within three (3) months after the date of this AGREEMENT and substantially complete the Project within four (4) years after the date of the first notice to proceed date given by the DEPARTMENT, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

CITY OF SOMERSWORTH

By: _____
Commissioner
Department of Transportation

By: _____
Title: _____

Authorized to enter into Agreement as
approved by Governor & Council on

_____.



City of Somersworth – Resolution

Resolution No: 38-18

NAMING WHIPPORWILL WAY, SANDLOT LANE AND ASSIGNING ADDRESSES IF REQUIRED

June 4, 2018

Be it Resolved by the City Council of the City of Somersworth that the following roadways be named and addresses assigned, if required;

NAME

REASONS/EXPLANATIONS

“Whipporwill Way”

1) Names requested by Developer

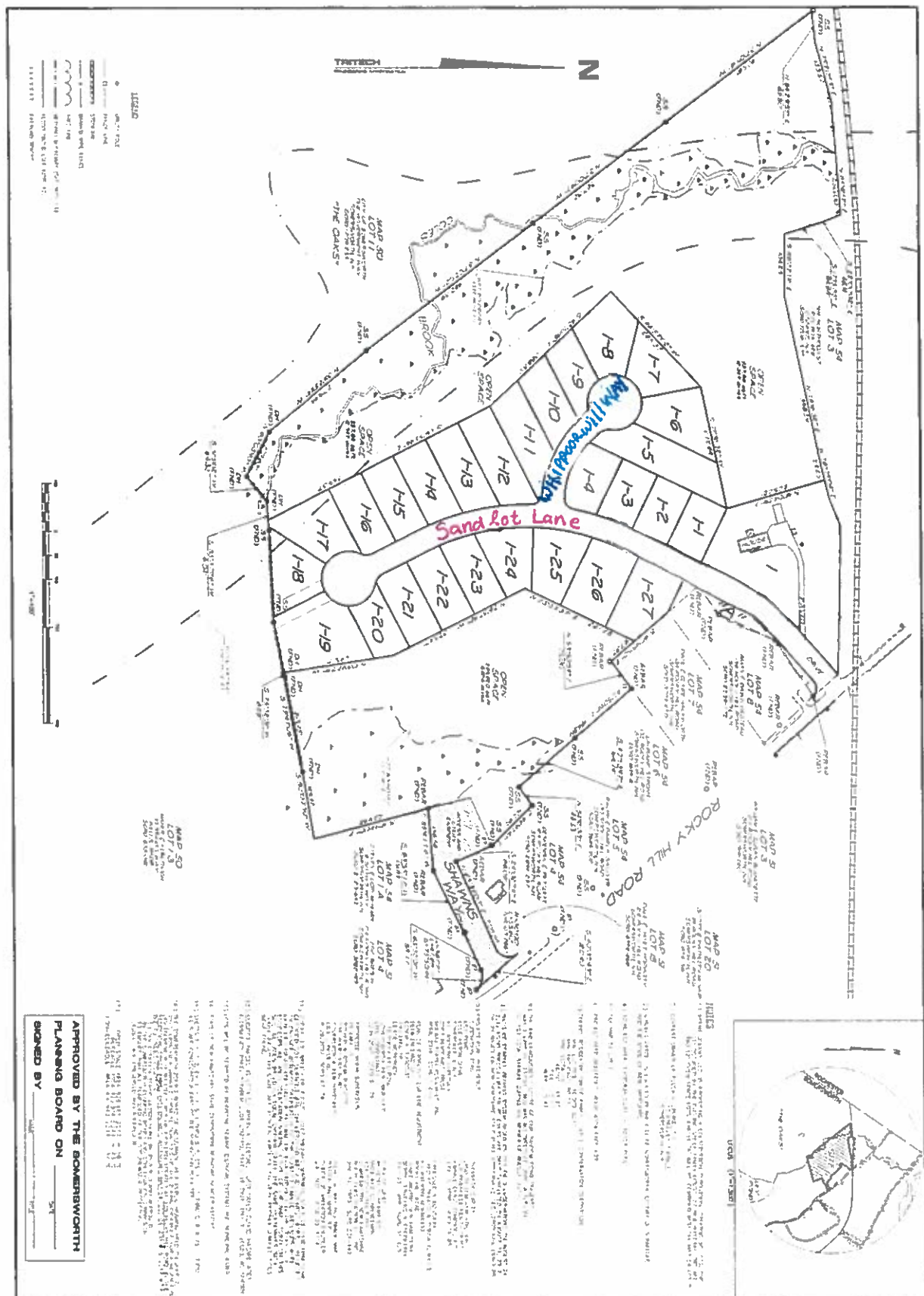
“Sandlot Lane”

2) Approved by E-911 Street Name and Address Committee on May 22nd, 2018

3) This development is on lower Rocky Hill Road, with a previous address of 138 Rocky Hill Road. The main road of the development to be Whipporwill Way, with Sandlot Lane being the first right hand turn off of Whipporwill Way

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT this action is in accordance with RSA 231:133; RSA 231:133-a; RSA 106-H; State of NH, Department of Safety, Division of Emergency Communications Addressing Standards, and Chapter 19, Section 23, City of Somersworth Ordinances; and that this action does not constitute “acceptance” of the above named roadways by the City of Somersworth City Council.

Authorization	
Sponsored by Councilor: Martin Pepin	Approved: City Attorney



APPROVED BY THE SOMERSWORTH
PLANNING BOARD ON _____
SIGNED BY _____

SHEET NO. **S-1**

CONSERVATION SUBDIVISION PLAN

GREENVIEW

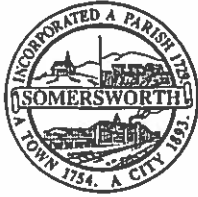
138 ROCKY HILL ROAD
SOMERSWORTH, NEW HAMPSHIRE
STRAFFORD COUNTY

DECEMBER 8, 2017 JOB NO. 7125
SCALE 1" = 100'

REVISIONS	DATE	REMARKS

TRITECH
ENGINEERING CORPORATION

1000 ROUTE 108
SOMERSWORTH, NH 03886
TEL: 603-883-1111 FAX: 603-883-1112
WWW.TRITECH-ENG.COM



MEMORANDUM from Director Public Works & Utilities

Date: June 1, 2018

To: Bob Belmore, City Manager

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

Cc: Darren Benoit, PE, Dubois and King

Re: 2018 Road Resurfacing Project Strategy

In preparation for the City's bid specification for road resurfacing and repairs of selected streets (City Resolution 35-18), the City met with DuBois & King to field visit the eight (8) road segments identified for inclusion in this year's pavement program. The outcome of that field visit resulted in slightly different recommended treatment approaches than original presented.

The following is a summary of the treatment approaches recommended by the senior transportation engineer:

- **Salmon Falls Road (Rochester City line to Maine State line)** was initially designated for mill/pave treatment. Mill/pave treatment is a good approach to avoid losing curb reveal, minimize adjustment of structures, and maintain the existing road and driveway matches. For Salmon Falls Road, which is more rural in character than the other segments, there is minimal curb or utilities and reasonable drive/side road matches can be provided without the increased cost of the milling. The recommendation is for leveling/overlay with no milling.
- **Washington Street (High Street to Main Street)** – mill and overlay – no change from earlier recommendation.
- **W. High street (Maple Street to Cemetery Road)** – mill and overlay – no change from earlier recommendation. Finance Committee approved waiver of bids and negotiated a contract with Pike for the road resurfacing work since they are under contract with NHDOT for resurfacing the urban compact portion of W. High Street from Rte. 108 to Maple Street.
- **High Street (Blackwater Road to South Street)** – slight modifications from earlier recommendation to mill and overlay. Mill and pave along High Street (from Blackwater Road to South Street) be limited to the following:
 - *Blackwater to Bartlett – 4 feet outside of fog-lines.
 - *Bartlett to Pearl – 2 feet outside of fog-lines.
 - *Pearl to South – curb to curb.

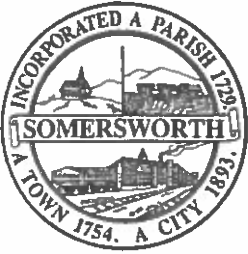
Milling beyond these limits will expand into the existing paved drainage swale, bituminous curb, bituminous sidewalk and bituminous side slope and move work toward a reconstruction.

- **Tates Brook Road (West High Street to Maple Street)** – mill and overlay – no change from earlier recommendation.
- **Horne Street** was initially recommended for mill/pave treatment. After field review, it appears that the pavement condition and minimal depth of existing pavement are more suited to pavement reclamation and resurfacing.
- **Otis Road** was initially recommended for mill/pave treatment. This road, with the exception of some local patching, is in fair condition. Outside of those areas, the pavement appears to be stable. The recommendation is for a paver shim to be applied. (3/4" overlay that most DOTs refer to as a maintenance treatment).
- **Constitutional Way** – Mill/pave is still the recommended treatment, but along one curb line there is a series of utility poles and guy wires. Since this road will be reconstructed as part of a complete streets project in the future, our recommendation is to limit the work on the side of the utilities to 3 feet from the curb line on that side to the curb line on the opposite side.

In addition to resurfacing specifications for the designated streets, the specifications will include the cleaning of all catch basins, restriping of all roadways, and the replacement of older sewer manholes that do not include the City specification for hinged structures.

We anticipate bids documents will be available in mid-June for the Finance Department to initiate the bid solicitation and propose to have bids due in mid-July. A non-mandatory pre bidder's conference will be held to answer any questions prospective contractors may have about the bid documents.

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



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

From: David Kretschmar, Police Chief

Date: May 29th, 2018

Subject: Public Safety Committee Update

K9 Program

We have begun the process of instituting a K-9 Program for the Department. Following is a timeline of events leading to it's start;

- Grant application. In process now. Completion date: June 8th.
- Policy Development-In process. Completion date: June 15th
- Selection of Handler-Begins week of June 18.
Completion date: June 29th
- Handler Training through Working Dog Foundation will be ongoing.
Begins 1st week in July
- K9 Vehicle-we anticipate having the K9 vehicle completely outfitted and operational by the end of July.
- K9 Development is dependent on when the dog is received. Once the grant process is completed and approved it can be anywhere from 2 weeks to 3 months before the right dog is found and delivered. Ongoing training begins and continues on a daily/monthly basis.

Detective Lieutenant

Currently there are two Lieutenant positions within the Police Department, one being a Patrol Lieutenant, the second being a Detective Lieutenant. The Patrol Lieutenant supervises Dispatch, Parking Enforcement and day shift of the Patrol Division, a total of 9 employees. The Detective Lieutenant falls between the Detective Captain and the Detective Sergeant positions of the Investigations Division. There are then two Detectives and a School Resource Officer working under those three supervisors. It is a very top heavy Division, with essentially three ranking officers supervising three

individuals. Based on that, I recommend that the position of Detective Lieutenant be eliminated, and that a Patrol Officer be reassigned to a Detective's position in the Investigations Unit as a Detective. Following that, either an officer currently assigned to the Investigations Unit, or the newly assigned Detective would be assigned to the Strafford County Drug Task Force as a Drug Investigator.



May 29, 2018

Tom and Nancy Argue
21 Hamilton Street
Somersworth, NH 03878


Dear Tom and Nancy Argue,

The petition that was submitted to the City Council regarding the condition of the sidewalks on Hamilton Street was read at the City Council Meeting on February 5, 2018. The petition was assigned by Mayor Hilliard to the Public Works and Environment Committee for review. The Committee discussed this matter in depth at their meeting held on May 1, 2018.

While the Committee acknowledged that the sidewalks on Hamilton Street are in need of improvement, the Committee consensus was to take no action at this time, as they understand there are many sidewalks that need improvements throughout the City. The Committee reported back to the full City Council, noting that sidewalk improvements are ongoing each year within the City Council's approved funding.

Thank you.

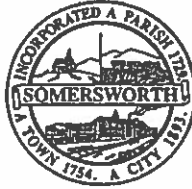
Sincerely,


Trish Harris
City Clerk

Cc Mayor Dana S. Hilliard
City Council
City Manager, Robert M. Belmore

SOMERSWORTH, NEW HAMPSHIRE

City of Somersworth
One Government Way
Somersworth, NH 03878



City Hall
603.692.4262
www.somersworth.com

May 30, 2018

Hand Delivered – May 30, 2018

City of Somersworth
City Assessor-Assessing Office
One Government Way
Somersworth, NH 03878

RE: Notification to all “New” Property Owners within the Groundwater Management Zone near the Somersworth Landfill on Blackwater Road

Dear Assessing Office:

Our records indicate that you purchased the property at 11 Crest Drive in Somersworth. Your property is located in the Groundwater Management Zone as described in the Somersworth Zoning Ordinance. This letter is being sent to all new owners of property located within the Groundwater Management Zone (GMZ) as required by the Consent Decree between the City of Somersworth and the US EPA to provide official notification that your property is within the GMZ surrounding the Somersworth Landfill on Blackwater Road. The GMZ was established on 10 January 2000 with an Amendment to the City of Somersworth Zoning Ordinance. The City Zoning Ordinance contains certain restrictions including the prohibition of pumping of groundwater from within the GMZ for residential, irrigational, agricultural or industrial purposes. A complete copy of the Zoning Ordinance may be obtained from City of Somersworth, City Hall, City Clerk's Office or on the City's website at www.somersworth.com. The most recent US EPA Five Year Review Report for the Somersworth Sanitary Landfill (September 23, 2015), confirmed that clean-up measures at the site continue to protect human health and the environment.

If you have any questions regarding this Notification, the City of Somersworth Zoning Ordinance, or other activities at the Somersworth Landfill please do not hesitate to contact me by calling my office at Somersworth City Hall, (603) 692-9503.

Sincerely,

Robert M. Belmore, ICMA-CM
City Manager

cc: Gerardo Millan-Ramos, US EPA
Sharon Wadley, Geosyntec by Email
Lewis Streeter, GE by Email
Mark E. Beliveau, Esq., Pierce Atwood by Email
Andrew Hoffman, NH DES
Mayor Hilliard & Somersworth City Council

← FYI

Proud past, bright future

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
STEVEN M. WHITLEY
KERIANN ROMAN
JUDITH E. WHITELAW (OF COUNSEL)

TELEPHONE (603) 524-3885

May 31, 2018

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 10-18

Title: AMENDING CHAPTER 4, PERSONNEL RULES AND REGULATION -
COMPENSATION SCHEDULE

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

Date: 5/31/18

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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

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LAURA A. SPECTOR-MORGAN
STEVEN M. WHITLEY
KERIANN ROMAN
JUDITH E. WHITELAW (OF COUNSEL)

TELEPHONE (603) 524-3885

May 31, 2018

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 11-18

**Title: AMENDING CHAPTER 29 ADMINISTRATIVE CODE TO ASSIGN OFFICE OF
ASSESSING TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION**

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: _____

5/31/18

By: _____



MITCHELL MUNICIPAL GROUP, P.A.

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246
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TELEPHONE (603) 524-3885

May 31, 2018

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 12-18

Title: **SUPPLEMENTAL APPROPRIATION FOR ADDITIONAL SPECIAL EDUCATION
FUNDING IN THE SOMERSWORTH SCHOOL DEPARTMENT BUDGET**

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

Date: 5/21/18

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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25 BEACON STREET EAST
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May 31, 2018

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 13-18

Title: **AMEND CHAPTER 30, CONDUCT IN PUBLIC PARKS, SECTION 2.2,
DEFINITIONS AND SECTION 12 CITY TRAILS AND SECTION 13 DOG WASTE IN
PARKS**

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: 5/31/18

By: 

MITCHELL MUNICIPAL GROUP, P.A.
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25 BEACON STREET EAST
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TELEPHONE (603) 524-3885

May 31, 2018

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 37-18

**Title: TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROJECT
AGREEMENT WITH THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
AND TO ACCEPT A CONGESTION MITIGATION AND AIR QUALITY (CMAQ)
IMPROVEMENT PROGRAM GRANT AWARD**

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

Date: 5/31/18

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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TELEPHONE (603) 524-3885

May 31, 2018

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 38-18

Title: NAMING WHIPPORWILL WAY, SANDLOT LANE AND ASSIGNING
ADDRESSES IF REQUIRED

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: _____

5/31/18

By: _____

