


Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager 
DATE: Friday, March 15, 2019
SUBJECT: City Manager's Report for Monday, March 18, 2019
City Council Agenda

6:00 p.m.

Council Workshop with Historic District Commission

Lay on the Table (Under Section 13 of Agenda)

- A. Ordinance No. 4-19: To Amend Chapter 19, Zoning Ordinance, Section 14, Historic District.** Attached is a copy of the proposed Historic District Zoning Ordinance section.
- B. Ordinance No. 15-19: To Amend Chapter 19, Zoning Ordinances, Section 21, Requiring Paved Parking Spaces for Residential Use and Deleting Parking Requirement in the Historic Moderate Density District.** The title was kept as originally written, however, please note the Historic Moderate Density District was voted on at the last Council meeting. The Ordinance was divided into 3-separate questions and votes; 1-question and vote remains On the Table

Unfinished Business (Under Section 14 of Agenda)

Ordinances

- A. Ordinance No. 16-19: To Amend Chapter 7, Solid Waste and Recycling, Section 7.4-Fees.** The Finance Committee met on March 13th and voted unanimously to support this proposed Ordinance change. Bag Rate Comparisons:

	15 Gallon	30 Gallon		15 Gallon	30 Gallon
Dover	1.45	2.15	Somersworth Current	1.30	1.85
Concord	1.25	2.50	Somersworth Proposed	1.45	2.00

Please review the notes under new Resolution No. 33-19 regarding the proposed direct bag distribution contract with WasteZero.

New Business (Under Section 15 of Agenda)

Ordinances

- A. Ordinance No. 17-19: FY 2019 / 2020 Budget.** The City Manager's Proposed FY 2019 / 2020 Budget and School Department Budget has been submitted in accordance with the City Charter. Mayor Hilliard has scheduled the Public Hearing for Monday, April 1st. The City Manager's Budget Presentation starts at 5:30 p.m. The Budget Public Hearing starts at 6:30 p.m. Please note: Budget Workshop is on Saturday, March 30th starting at 8:30 a.m. FYI: This Workshop will be televised.

Resolutions

- A. Resolution No. 33-19: To Authorize the City Manager to Contract with WasteZero of Raleigh, North Carolina to Distribute Specially Marked Bags to Authorized Vendors as Part of the City's Pay-Per-Bag Program.** The Finance Committee met on March 13th and voted to support moving forward with this Program. Finance Director Scott Smith and I did inform the Committee that there is an issue with WasteZero's proposed contract which needs to be modified before final approval. The issue concerns the financial transaction set-up between their out-of-state bank and the City's bank which may not be allowable as proposed per State Law. Attached is a copy of the *Draft* Agreement.

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

A. Informational Items.

- 1. City Council Goal Setting.** Reminder, the Council Annual Goal Setting Session is Saturday, April 6th starting at 8:30 a.m. Coffee and light refreshments will be provided.
- 2. NH DOT Listening Session for Route 108 Complete Streets Project.** The first Listening Session to inform the public on the Complete Streets Project will be on Monday, March 18th at 7:00 p.m. at the Dover Middle School. Attached is a letter from NH DOT regarding this Session. Tentatively, a Somersworth Session is being planned for Thursday, May 2 at the Career Technical Center. I am waiting on confirmation.
- 3. Spirit-Up Somersworth.** Attached is a letter from Somersworth Youth Connection Director Maureen Jackman informing the City that the Annual Spirit-up day is scheduled for Saturday, May 4th from 7:30 a.m. to 1:00 p.m. The City will continue its support in assisting in the 11th Annual Somersworth Community wide clean-up day.
- 4. Conservation Commission Proposed Purchase Property.** Attached is a Memorandum from Director Shanna Saunders explaining the Conservation Commission's proposal to purchase this property, to place into a Conservation Covenant. The Finance Committee reviewed the proposal with Staff and Commission members and voted to support moving forward. I will be submitting the proposed Grant Applications with assistance from Staff and the Commission.

5. **City Ordinance Chapter 31, Community Revitalization Tax Relief Incentive Application (aka – 79E Application) from Mr. Mark Davenport for 123 Main Street.** Attached is a copy of the Tax Relief Application package received from Mark Davenport. The Economic Development Committee did meet on March 13th and voted to recommend acceptance of this application. I have also included a copy of the City Ordinance, the property record card, and notes from Director Shanna Saunders in regards to what work has already been completed. I recommend this be placed on the next Council Meeting Agenda for both a Public Hearing as well as an item for discussion and vote.
6. **Public Assistance Grant Program - FEMA Snow Event, March 13, 2018.** The City has been awarded \$36,097 for reimbursement of City Expenditures in responding to this declared major disaster snowstorm event on March 13th & 14th, 2018. Attached is the award letter from the NH Department of Safety.

Attachments.

1. **City Attorney Certification Two (2)**
2. **Department Head Reports**



City of Somersworth – Ordinance

Ordinance No: 4-19

TO AMEND CHAPTER 19, ZONING ORDINANCE, SECTION 14, HISTORIC DISTRICT

October 15, 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 19:14 in its entirety and replace with the following:

19:14.A Section A INTRODUCTION AND BACKGROUND

The downtown area of Somersworth was primarily built by following a master plan designed by the Great Falls Manufacturing Company starting in 1823. The design attempted to relate the brick mills, brick or wood worker-housing and small-scale commercial buildings. Also, this overall plan included large-scale landscape features like the tree-lined canal. The land use pattern created was similar to pedestrian-oriented mill cities across New England. As the mill prospered and the city grew, other commercial buildings and areas were established; these included other areas (such as High Street), and replacement of earlier, smaller businesses. By the end of the 19th Century, the downtown boasted many fine brick hotels and commercial blocks.

The topography of the city played a central role in its development; i.e. the mills were located on the river, their source of power; worker housing and early commercial development were built on the flat land on the other side of the canal, within easy walking distance to the mills; and the mill owners and managers built their houses a carriage ride away, high on the hill to take advantage of the spacious views and cool breezes. An architectural hierarchy was established that closely followed the topological and social dictates. (The higher up you were the higher up you were!)

The history of Somersworth can still be read in her streets and building, but unfortunately, some pages of her history are missing. Fire and urban renewal erased large chunks of the streetscape; especially in the downtown. The master plan as envisioned by the city founders can never be finished nor re-created and it is not even desirable that it should be. However, recognizing the value of planning and good design, the Historic District Commission hopes to guide future changes in a manner that will be complimentary to those original intentions.

19:14.B Section B AUTHORITY

19:14.B.1 **HISTORIC DISTRICT COMMISSION.** There is herein established a seven member Historic District Commission (HDC) with the membership and power and duties as set forth in New Hampshire Revised Statutes Annotated Chapter 673:4 and 674:46, as the same may be subsequently amended, and as may be needed to carry out the purposes of this section.

19:14.B.2 **POWERS AND DUTIES OF THE COMMISSION** The HDC shall have the following powers and duties:

19:14.B.2.a Maintain a system for the survey and inventory of historic properties. This survey will be the system for comprehensive historic planning within the City.

It will be consistent with the technical standards issued by the United States Department of the Interior to produce reliable, understandable, and up-to-date information for decision making, related to the identification, evaluation, and protection/treatment of historical resources;

19:14.B.2.b Establish rules and regulations for the conduct of business which are consistent with the purposes of the Historic District and in conformance with applicable NH State statutes. Members shall be governed by a code of conduct, in conformance with NH State statutes, and in accordance with the City Charter, to prevent real and apparent conflicts of interest in the performance of the HDC's responsibilities;

19:14.B.2.c Establish, adopt, and make available to applicants and the public, guidelines and standards for review to be used by the HDC in reviewing and deciding on applications for Certificate of Appropriateness(COA) to construct, alter, modify, repair, move, or demolish any building and/or structure within an Historic District;

19:14.B.2.d Approve, disapprove, in whole or in part, applications for which a COA is required per the Zoning Ordinance;

19:14.B.2.e Request reports and recommendations from City departments and agencies and from other organizations and sources which may have information or can provide advice pertinent to the application or its impact to the district;

19:14.B.2.f Retain professional consultants as may be necessary to carry out the purpose of this section;

- i. Applicants may be asked to retain professional consultants in regards to supplying information on the applicant's project. This would be at the applicant's expense.
- ii. The HDC may retain professional consultants subject to the availability of funds to help provide support and information to help carry out the HDC's authority and purview.

19:14.B.2.g Investigate and recommend to the City Council new areas for designation as Historic Districts.

19:14.B.2.h Act in an advisory role to other officials agencies, departments, boards, commissions, and committees of the local government, regarding the identification, protection, and preservation of local resources;

19:14.B.2.i Act as liaison on behalf of the local government to individuals and organizations concerned with historic preservation;

19:14.B.2.j Work toward continuing education of citizens within the HDC's jurisdiction, regarding historic preservation issues and concerns;

19:14.B.2.k Recommend and propose amendments and/or revisions to the boundaries and limits of any Historic District to the City Council; and

19:14.B.2.l Keep or cause to be kept accurate and complete records and minutes of meetings, findings of the HDC, and records of each application, all of which shall be

part of the public record.

19:14.C Section C DESIGNATION OF HISTORIC DISTRICT

19:14.C.1 **DESCRIPTION** The Historic District is an overlay zoning district, meaning that it is a zoning district which is superimposed over other zoning districts. In all cases where the Historic District is superimposed over another zoning district, that district whose regulations are more restrictive shall apply.

19:14.C.2 **PURPOSE** It is hereby declared as a matter of public policy that the recognition, preservation, enhancement, and continued use of structures, sites, areas, and districts within the City of Somersworth having historic, architectural, cultural or design significance is required in the interest of the health, economic prosperity, cultural enrichment, and general welfare of the community. The purposes of this ordinance are to:

19:14.C.2.a Safeguard the heritage of Somersworth by providing for the protection of the structures and areas representing significant elements of its history;

19:14.C.2.b Enhance the visual character of the City by encouraging and regulating the compatibility of architectural styles within Historic Districts reflecting unique and established architectural traditions typical of houses in excess of 50 years old;

19:14.C.2.c Foster public appreciation of and civic pride in the beauty of the City and the accomplishments of its past;

19:14.C.2.d Strengthen the economy of the City by protecting and enhancing the City's attractions to residents, tourists and visitors;

19:14.C.2.e Stabilize and improve property values within the City; and

19:14.C.2.f Promote the private and public use of structures and areas within Historic Districts for the education, prosperity and general welfare of the community.

19:14.C.3 **DISTRICT BOUNDARIES** The location and boundaries of both the "Hilltop Historic District" and the "Industrial and Commercial Historic District" are hereby established as shown on a map entitled "Historic Districts, City of Somersworth, New Hampshire, January 1992", and as amended, which is hereby declared to be part of this ordinance.

19:14.D Section D PURVIEW OF THE COMMISSION

19:14.D.1 **ACTIVITIES REQUIRING REVIEW**. It shall be unlawful for any person to construct, alter, modify, repair, move, or demolish any building, structure, or improvement which lies within a Historic District without first obtaining a Certificate of Appropriateness (COA) from the Historic District Commission (HDC), or in the case of a project of minimal impact, the Planner, Code Officer (CO), and the HDC Chair, in the manner prescribed in this section.

19:14.D.2. **EXEMPT ACTIVITIES.** Exempt activities described in this section do not require review of the applicant's proposed projects or HDC approval. This section does not exempt any property owner from being required to obtain any other permit prescribed by the State of NH or the City of Somersworth.

19:14.D.2.a Any interior construction, alteration, or repair that does not change in any way the outward appearance or any exterior details of the building.

19:14.D.2.b Ordinary maintenance, repair, or painting of any exterior architectural feature which does not involve a change in design, materials, or outer appearance. If any element of a structure must be temporarily removed for painting or repair, it shall be reinstalled within 30 days. Painting must be of standard workmanship quality.

19:14.D.2.c Landscaping that does not affect the current grade of the site, provided there is no change to any vertical structure, such as construction or alteration of walkways and patios.

19:14.D.2.d Planting or removal of vegetation, except in the case of removing a healthy or undamaged tree with a diameter larger than 12" (circumference in excess of 36") when measured 4 feet above grade.

19:14.D.2.e Cleaning of any structure provided the cleaning is performed with proper care and will not harm any element of the structure. (Discouraged paint removal processes; sandblasting, chemical paint removers, high pressure water wash, heat tools, and rotary tools). The gentlest process is always preferred.

19:14.D.3 **PROJECTS OF MINIMAL IMPACT.** For the purpose of this section, the following activities shall be considered to be projects of minimal impact and shall be reviewed and approved, conditionally approved or disapproved by the Planner, CO, and HDC Chair, or their designee, (all three required for approval). A monthly report shall be provided to the HDC informing them of any approved projects of minimal impact.

19:14.D.3.a Erection, construction, or repair of any fence or fence like structure. A fence that is less than 30 percent open such as a stockade fence should not be located in front of the house. Chain Link fence is not allowed unless necessary in cases such as, but not limited to, industrial applications or ball fields.

19:14.D.3.b Erection, construction, or repair of any signs provided the proposed signage adheres to both the HDC Sign Standards for Review, Chapter 19.20 of the Somersworth Ordinances, and other City Sign Ordinances.

19:14.D.3.c Simple roof replacements that involve no alterations to the roof, roof trim, or any roof features. Any changes to the pitch, size, angle, addition, roof

feature, or any other change to any feature of the roof shall require HDC approval.

19:14.D.3.d Sheds less than 120 square feet provided they match the style and texture of the other structures on the property.

19:14.D.3.e Installation or removal of storm doors or windows provided the size and shape match the existing window/door and it adheres to the HDC Storm window and door in the Standards for Review, Section 3, Fenestration.

19:14.D.3.f Essential outdoor mechanical equipment (ducts, fans, solar panels, etc.) provided they are installed in locations which create the least disturbance to the historical integrity of the building and which involve the minimum alteration to its structure.

19:14.D.4 **APPROVAL OF MINIMAL IMPACT** The Planner, CO, and HDC Chair shall have final authority to approve, conditionally approve, or disapprove applications for projects of minimal impact. However, if the Planner, CO, and HDC Chair or the HDC Chair's designee does not unanimously agree that the application is minimal impact, the application shall be forwarded to the HDC for full review and action. Furthermore, the decision of the Planner, CO, and HDC Chair or the HDC Chair's designee may be appealed to the HDC provided that notice of the appeal is filed within ten (10) workdays of the staff's decision.

19:14.D.5 **PROJECTS OF MAJOR IMPACT** Any development activity not specifically listed as an exempt activity or as a project of minimal impact shall be considered a project of major impact and shall go through the review process of the HDC as outlined in the sections below.

19:14.E Section E PROCEDURES FOR REVIEW FOR CERTIFICATE OF APPROPRIATENESS

19:14.E.1 **APPLICATION**. All application packages shall include the items listed below, as outlined.

19:14.E.1.a **APPLICATION FORM**. A completed application form available from and provided by the Somersworth Development Services.

19:14.E.1.b **PHOTOGRAPHS**. Current photographs of each side of any building proposed for alterations, additions, or demolition. Current photographs of the streetscape in both directions of the street, or both streets if a corner lot.

19:14.E.1.c **ELEMENTS SUBJECT TO REVIEW**. It is the responsibility of the applicant and/or the contractor to describe in a clear manner every element of the proposed project that is subject to the HDC review.

19:14.E.1.d **PLANS**. Detail drawings of all project specific elements. This may be limited to a detailed drawing of one window in the case of an application proposing

replacement of only windows involving no change to the window sizes, but will need additional drawings if more than one window size or style is involved.

19:14.E.1.e **MEASUREMENTS**. Measurements shall be displayed on all plans including building heights. Measurements shall be provided in a clear manner and include dimensions building details such as but not limited to doors, windows, trim, overhangs, and siding exposure.

19:14.E.1.f **REVISIONS**. When subsequent revised plans are submitted the revised plans shall clearly indicate every change from the prior set of plans. This should not be written on or over the older set of plans.

19:14.E.1.g **SAMPLES**. Manufacturer pamphlets, cut sheets, or samples will be needed if the material proposed is not referred to in the Standards for Review document approved by the Historic District Commission.

19:14.E.2 ADDITIONAL REQUIREMENTS. The following are additional requirements if an Application proposes significant changes.

19:14.E.2.a **ELEVATION DRAWINGS**. An Application for projects involving changes to the buildings details, openings, height, roofline, mechanical units, or projections shall also provide elevation drawings. Elevation drawing shall show each affected façade of the building, structure, or sign clearly depicting existing conditions and proposed changes. If the overall height change is proposed, adjacent buildings shall be included in a streetscape drawing to act as a fixed benchmark.

19:14.E.2.b **SITE PLANS**. Any site work, new construction, demolition, or change to an existing building's footprint shall provide a Site Plan drawn to scale clearly depicting existing conditions and proposed work. This shall include topographic details in the vicinity of the building due to the steep nature of the land within the Historic District. Plans shall depict any land within 15' of any retaining walls, foundation, or new construction. A streetscape drawing depicting adjacent buildings shall be included to act as a fixed benchmark.

19:14.E.2.c **ENGINEER REPORT**. Any proposed demolition shall require a detailed report from an engineer licensed in the State of New Hampshire as to the soundness of the structure. Any dangerous conditions should be identified. Include the engineer's resume highlighting professional experience in historic property assessment/rehabilitation. Exception: Structures deemed not contributing by the HDC

19:14.E.3 **APPLICATION DEADLINE**. Complete applications must be filed with the Planning Dept, 14 days prior to the next scheduled HDC meeting to be placed on that meeting's agenda.

19:14.E.4 **REVIEW OF THE APPLICATION**

19:14.E.4.a **DETERMINATION OF APPROPRIATENESS**. In determining whether to approve or deny an application the HDC shall consider whether or not

the proposed work described in the application conforms to the Somersworth HDC Standards for Review.

19:14.E.4.b **SCHEDULING AND COMPLETENESS**. The HDC will consider applications only at its scheduled meetings. At that time the HDC may consider denying the application if it is for any reason incomplete as outlined in the Application section. This will be decided by a majority vote of present HDC members. If denied for this reason a specific list of what was missing will be provided to the applicant within 10 days.

19:14.E.4.c **PRESENTATION OF THE APPLICATION**. The applicant or their designee should attend the meeting to present the application and be prepared to answer any questions. If the HDC is unable to obtain answers during the review of the application, this constitutes grounds for denial of the application.

19:14.E.4.d **PUBLIC MEETING**. Each application reviewed by the HDC shall allow comment by any abutters, citizens, or other interested people.

19:14.E.4.e **COMPLIANCE PARAMETERS**. When the Commission deems it appropriate in dealing with violations of this ordinance and other matters, it may work with property owners in a flexible manner in setting timeframes and other benchmarks to guide how and when specific work must be completed.

19:14.E.5 **ACTION ON AN APPLICATION**

19:14.E.5.a To the extent practical and appropriate, an applicant may file applications for permits simultaneously with any other board or commission. These plans should be consistent with one another in regard to all details.

19:14.E.5.b If any changes are made by other boards or commissions on elements under the HDC purview, the applicant shall reappear before the HDC for approval.

19:14.E.5.c On more complex projects involving other boards or commissions applicants may present a preliminary proposal at any HDC meeting (consisting of simple hand sketches or other lesser requirements) prior to submitting an official formal application. During the preliminary proposal the HDC shall;

- i. allow informal discussion about the project.
- ii. offer comments, concerns, and or suggestions to aid the applicant.
- iii. make no official decision or ruling during the discussion.

19:14.E.5.d The Commission shall file a Certificate of Appropriateness or a Certificate of Denial with the Planning Department.

19:14.E.5.e The HDC shall render a decision within thirty-five (35) days after the HDC accepts the application as complete.

19:14.E.5.f Failure to act on an application within the period of time specified

above shall be deemed to constitute approval of the application as submitted.

19:14.E.5.g The Certificate of Appropriateness by approval or by default of the Commission per 19.14.E.5.f shall be effective for 1 year after the date of approval, but will not expire during an active building permit.

19:14.E.5.h If the applicant has neither obtained a building permit (or the extension for one) nor commenced work within 1 year after the date of approval, then the approval shall automatically be deemed null and void.

19:14.E.5.i When an application is rejected as being incomplete or denied, the reason(s) for the decision shall be conveyed to the applicant in writing and in the Certificate of Denial and clearly stated in the minutes of the meeting.

19:14.E.5.j At the HDC's discretion on larger or more sensitive projects, the HDC may recommend that the Code Officer oversee construction of the elements and details of the building that are part of the HDC's approval to ensure the building is constructed correctly in accordance with the proposal. The HDC may request that progress reports be submitted to the City and it may identify the requested parameters for those progress reports.

19:14.E.5.k Once a Certificate of Appropriateness has been issued, any changes in construction, due to any reason, shall be brought back to the HDC for review and approval. The Code Officer (CO) may issue a Stop Work Order if any project is not in conformance with the application approved by the HDC. However, if a proposed change is very minor, then Code Enforcement and HDC Chair may approve the proposed change if:

- i. The change is deemed to be insignificant
- ii. The change would be barely noticeable, if at all, from a public right of way and
- iii. The change would be consistent with the intent of the earlier approval.

19:14.E.6 **DECISIONS / FINDINGS.** For a project of minor or major impact, a building or demolition permit shall not be issued until and unless a COA is issued by the HDC in accordance with the provisions of this section.

19:14.E.6.a At the conclusion of its review, the HDC shall issue in writing one of the following:

- i. If in the opinion of a majority of HDC members present and voting the applicant's proposal meets the purpose of this section, then the Historic District Commission shall issue a COA signed by the Chair together with any changes, conditions and/or stipulations. After the issuance of the COA, the Building Inspector may issue any building, demolition or other permit for the approved project; or
- ii. If in the opinion of the majority of the HDC members present and voting the

applicant's proposal does not meet the purposes of this section, then the HDC shall issue a Notice of Disapproval in writing together with the reasons for such decision signed by the Chair and all voting HDC members. The issuance of a Notice of Disapproval shall prohibit the Building Inspector from issuing a building, demolition or other permit; or

- iii. In the opinion of the majority of the HDC members present and voting the application may be tabled.

19:14.F Section F STANDARDS FOR REVIEW

19:14.F.1 The Standards for Review shall articulate how and why a building should be similar to surrounding buildings. They will articulate the buildings form, scale, setback, materials, and other pertinent information, to properly blend a new, altered, or remodeled building into the existing historic streetscape or context.

19:14.G Section G APPEALS AND ENFORCEMENT.

19:14.G.1 **RESUBMITTAL.** If the applicant's proposal is denied, the applicant may, and is encouraged to, make modifications to the proposed plans and shall have the right to resubmit the application at any time after so doing.

19:14.G.2 **APPEAL PROCESS.** Any person aggrieved by a decision of the Historic District Commission shall have the right to appeal in accordance with RSA 677:17

19:14.G.3 REQUIRED MAINTENANCE.

19:14.G.3.a **RESPONSIBILITY.** A property owner in the Historic District is prohibited from allowing his or her property to deteriorate in the manners specified in Chapter 19:24 of the Somersworth Ordinances and failing to correct those conditions shall be subject to enforcement under Chapter 24, The Property Maintenance Code. Any corrective action as directed by such enforcement action must also adhere to this chapter section, 19:14, in its entirety.

19:14.G.4 ENFORCEMENT AND VIOLATIONS.

19:14.G.4.a **ENFORCEMENT.** These regulations, in accordance with RSA 674:49 may be enforced under the authority of either NH State RSA 676, as the same may be subsequently amended, and such other authorities as may be available, or Chapter 24 of the Somersworth Ordinance, the Property Maintenance Code or any other remedy afforded by law.

19:14.G.4.b **VIOLATIONS.** If during the regular inspections by the CO a property is found to not be in compliance with the provisions of this section, or if the property is found in violation of Chapter 24 of the Somersworth Code shall be subject to the established violation method used for violations of Chapter 24 of the Somersworth Code

19:14.H Section H DEFINITIONS.

19:14.H.1 **CITY**; City of Somersworth
 19:14.H.2 **CITY COUNCIL**; Somersworth City Council
 19:14.H.3 **CO**; Code Officer (Code Enforcement Officer, Code Compliance Officer)
 19:14.H.4 **COA**; Certificate of Appropriateness
 19:14.H.5 **COMMISSION**; Historic District Commission
 19:14.H.6 Contributing structure; any building, object, or structure which adds to the historical integrity or architectural qualities that make the historic district, listed locally or federally, significant
 19:14.H.7 **DISTRICT**; Somersworth Historic District
 19:14.H.8 **HD**; Historic District
 19:14.H.9 **HDC**; Historic District Commission
 19:14.H.10 **NRHP**; National Register of Historic Places
 19:14.H.11 **SHPO**; State Historic Preservation Office

Authorization	
<i>Sponsored by Request by:</i> Mayor Dana S. Hilliard	<i>Approved:</i> City Attorney

City of Somersworth – Ordinance 4-19

History

First Read Date:	10/15/2018	Tabled:	11/05/2018 & 12/03/2018
Public Hearing:	11/05/2018	Removed From Table:	11/05/2018
Second Read:	11/05/2018		

Discussion

Councilor Witham, made a motion to waive Council rules to allow for Ordinance 4-19 to be read by title only. Motion passed, 8-0.

Ordinance 4-19 will remain in first read until the November 5, 2018 City Council Meeting.

On November 5, 2018, *Councilor Witham, seconded by Councilor Levasseur, made a motion to amended the Ordinance in Accordance with the redline version provided. The motion passed, 7-1.*

Councilor Levasseur, seconded by Councilor Witham, made a motion to table Ordinance 4-19. Motion passed, 8-0.

On December 3, 2018, *Councilor Witham made a motion that Ordinance 4-19 be removed from the table, seconded by Councilor Sprague. Motion passed 9-0.*

Councilor Pepin made a motion to adopt Ordinance 4-19, seconded by Councilor Levasseur.

Councilor Witham made a motion to table Ordinance 4-19, seconded by Councilor Pepin. Motion passed 9-0.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	McCallion *Resigned Effective 02/01/2019		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Sprague		
At Large Councilor	Cameron		
At Large Councilor	Levasseur		
TOTAL VOTES:			
On / / . Ordinance 4-19		PASSED	FAILED



City of Somersworth – Ordinance

Ordinance No: 15-19

TO AMEND CHAPTER 19, ZONING ORDINANCES, SECTION 21, REQUIRING PAVED PARKING SPACES FOR RESIDENTIAL USE AND DELETING PARKING REQUIREMENT IN THE HISTORIC MODERATE DENSITY DISTRICT

February 19, 2019

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 19, Zoning Ordinances, Section 21, Circulation & Parking Regulations, by:

1. Add 'paved' to section 19.21.A. The section will read as follows:

19.21.A.1. In all districts permitting residential uses, except where otherwise dictated below, a minimum of two (2) **paved** parking spaces per dwelling unit shall be provided on the lot which they are required to serve.
(tabled on 03/04/2019)

2. Delete Section 19.21.A.2. in its entirety. *(passed, 7-0, on 03/04/2019)*

3. Renumber Section 19.21.A accordingly. *(passed, 7-0, on 03/04/2019)*

This Ordinance shall take effect upon passage.

Authorization

Sponsored by:

Martin P. Dumont, Sr.
Richard R. Michaud
Martin Pepin

Approved:

City Attorney

City of Somersworth – Ordinance 15-19

History

First Read Date:	02/19/2019	Tabled:	03/04/2019 Question 1
Public Hearing:	03/04/2019	Removed From Table:	
Second Read:	03/04/2019		

Discussion

On March 4, 2019:

Councilor Levasseur, seconded by Councilor Austin, made a motion to approve Ord 15-19.

Councilor Sprague, seconded by Councilor Levasseur, made a motion to divide the ordinance into separate questions, as follows:

Question 1:

1. Add 'paved' to section 19.21.A. The section will read as follows:
19.21.A.1. In all districts permitting residential uses, except where otherwise dictated below, a minimum of two (2) **paved** parking spaces per dwelling unit shall be provided on the lot which they are required to serve.

Question 2:

2. Delete Section 19.21.A.2. in its entirety.

Question 3:

3. Renumber Section 19.21.A accordingly.
-

Councilor Levasseur, seconded by Councilor Dumont, made a motion to Table Question 1 of Ord 15-19. The motion passed, 6-1, with Councilor Sprague opposed.

Council went on to vote on Questions 2 and 3.

Voting Record		Question 1		Question 2		Question 3	
		Tabled 3/4/2019		Voted on 3/4/19		Voted on 3/4/19	
		Y	N	Y	N	Y	N
Ward 1 Councilor	Pepin			X		X	
Ward 2 Councilor	Vincent			-	-	-	-
Ward 3 Councilor	Dumont *			X		X	
Ward 4 Councilor	Austin			X		X	
Ward 5 Councilor	Michaud			X		X	
At Large Councilor	Witham			-	-	-	-
At Large Councilor	Sprague			X		X	
At Large Councilor	Cameron			X		X	
At Large Councilor	Levasseur			X		X	
TOTAL VOTES:				7	0	7	0
Ordinance 15-19				PASSED		PASSED	



City of Somersworth – Ordinance

Ordinance No: 16-19

TO AMEND CHAPTER 7, SOLID WASTE AND RECYCLING, SECTION 7.4 - FEES

March 4, 2019

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 7, Solid Waste and Recycling, Section 7.4 – Fees, by deleting it in its entirety and replacing it with the following:

Section 7.4 – Fees: Effective July 1, 2019, the retail cost of the bags shall be \$2.00 for a 30-gallon bag and \$1.45 for a 15-gallon bag. Ten cents (.10) from the sale of each bag shall be utilized to subsidize the cost to the City for recycling or for any other cost related to solid waste and recycling collection and disposal. The cost to vendors shall be \$.02 cents less to provide financial incentive for selling the bags.

This Ordinance shall take effect upon its passage.

Authorization

Sponsored by:
David A. Witham

Approved:
City Attorney

City of Somersworth – Ordinance 16-19

History

First Read Date:	03/04/2019	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Background: The total increase in the cost of each size of bag is fifteen cents (.15). Five cents (.05) of this increase will cover the cost of a new distribution program where bags will be shipped directly to vendors by the City's bag supplier. Ten cents (.10) of the increase will be utilized to subsidize the cost to the City for recycling or for any other cost related to solid waste and recycling collection and disposal, and will raise approximately \$25,000 for that activity.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham *		
At Large Councilor	Sprague		
At Large Councilor	Cameron		
At Large Councilor	Levasseur		
TOTAL VOTES:			
On / / . Ordinance 16-19		PASSED	FAILED

ORDINANCE NO. - 19 AMEND CHAPTER 7, SOLID WASTE AND RECYCLING,
SECTION 7.4 - FEES.

Somersworth, NH
March 4, 2019

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 7, Solid Waste and Recycling, Section 7.4 – Fees, by deleting it in its entirety and replacing it with the following:

Section 7.4 – Fees: Effective July 1, 2019, the retail cost of the bags shall be \$2.00 for a 30-gallon bag and \$1.45 for a 15-gallon bag. Ten cents (.10) from the sale of each bag shall be utilized to subsidize the cost to the City for recycling or for any other cost-related recycling collection purposes to solid waste and recycling collection and disposal. The cost to vendors shall be \$.02 cents less to provide financial incentive for selling the bags.

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This Ordinance shall take effect upon its passage.

Sponsored by Councilor

David A. Witham


Background: The added fee of ten cents (.10) from the sale of each bag is anticipated to generate approximately \$insert annually. The total increase in the cost of each size of bag is fifteen cents (.15). Five cents (.05) of this increase will cover the cost of a new distribution program where bags will be shipped directly to vendors by the City's bag supplier. Ten cents (.10) of the increase will be utilized to subsidize the cost to the City for recycling or for any other cost related to solid waste and recycling collection and disposal, and will raise approximately \$25,000 for that activity.

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Approved:

City Attorney

	City of Somersworth – Ordinance
	Ordinance No: 17-19 FY 2019-2020 BUDGET

March 18, 2019

The City of Somersworth Ordains that Budgets for the City of Somersworth for the 2019-2020 Fiscal Year shall be:

<u>DEPARTMENT</u>	<u>ADOPTED BUDGET</u>
<u>GENERAL FUND</u>	
Elected Leadership	\$142,736
City Management	488,981
Finance and Administration	1,401,405
Development Services	911,676
Police	4,022,377
Fire	2,159,580
Public Works	3,053,257
Other Expenses	1,256,912
Capital Outlay	157,913
Intergovt Assessments - County	2,593,400
School Department	<u>25,703,113</u>
TOTAL GENERAL FUND	<u>41,891,350</u>
<u>ENTERPRISE FUNDS</u>	
Wastewater Department	2,290,705
Water Department	2,286,386
Solid Waste	<u>417,550</u>
TOTAL ENTERPRISE FUNDS	<u>4,994,641</u>
<u>SPECIAL REVENUE FUND</u>	
Cable Fund	<u>60,839</u>
 TOTAL FY 2019-2020 APPROPRIATION	 <u><u>\$46,946,830</u></u>

This Ordinance shall take effect upon passage.

Authorization	
<i>Sponsored by Request:</i> Mayor Dana S. Hilliard	<i>Approved:</i> City Attorney

City of Somersworth – Ordinance 17-19

History

First Read Date:		Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Sprague		
At Large Councilor	Cameron		
At Large Councilor	Levasseur		
TOTAL VOTES:			
On / / . Ordinance 17-19		PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 33-19

TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH WASTEZERO OF RALEIGH, NORTH CAROLINA TO DISTRIBUTE SPECIALLY MARKED BAGS TO AUTHORIZED VENDORS AS PART OF THE CITY'S PAY-PER-BAG PROGRAM

March 18, 2019

WHEREAS, the City sells specially marked bags designed for refuse through various commercial and retail outlets to cover the cost of collection and disposal of the City's municipal solid waste program, and

WHEREAS, the current program operates by purchasing the bags wholesale, keeping an appropriate inventory on hand, accepting orders, and requiring the Department of Public Works to make weekly deliveries to the various commercial and retail outlets, and

WHEREAS, WasteZero operates a program whereby they accept orders directly from approved vendors, and delivers bags directly on the City's behalf, and

WHEREAS, City staff have examined this program and believes it improves the efficiency of the program and allows the Department of Public Works to concentrate their efforts on other duties, specifically during winter operations, and

WHEREAS, the Finance Committee has reviewed this program with City staff and recommends contracting with WasteZero to distribute specially marked bags to City vendors at a cost of .05 cents (five cents) per bag,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with WasteZero of Raleigh, North Carolina to distribute specially marked bags to authorized City vendors for a cost of .05 cents (five cents) per bag and to take any other action relative to this contract determined to be in the best interest of the City.

Authorization

Sponsored by Councilors:

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

Approved:

City Attorney

City of Somersworth – Resolution 33-19

History

First Read Date:	03/18/2019	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham *		
At Large Councilor	Sprague		
At Large Councilor	Cameron		
At Large Councilor	Levasseur		
TOTAL VOTES:			
On / / . Resolution 33-19		PASSED	FAILED

WASTEZERO TRASH METERING AGREEMENT

This WasteZero Trash Metering Agreement (this "Agreement") is made and entered into this the ____ day of _____, 2019 (the "Effective Date"), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as "WasteZero", and City of Somersworth, NH, hereinafter referred to as "Municipality".

WITNESSETH

WHEREAS, over the last two decades, WasteZero has become the nation's leading municipal partner to implement variable rate solid waste finance programs that "meter the trash", thereby allocating the costs of municipal waste disposal to residents based on their use of services and creating incentives to reduce landfilled waste and encourage recycling; and

WHEREAS, WasteZero designs, implements and manages the WasteZero Trash Metering® Program and manufactures and sells WasteZero Trash Metering® Bags (herein the "Official Municipal Bags"); and

WHEREAS, Municipality desires to engage and hire WasteZero to manufacture and distribute Official Municipal Bags to certain retail stores and provide certain inventory management, logistics, accounting, collection, and customer service support services related thereto (the "Program").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement will be binding on all parties for a period from the Effective Date of this Agreement until three (3) years from the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, upon mutual agreement, the term of the Agreement may be renewed for two (2) additional two (2) year term (each an "Extension Term" which along with the Initial Term, hereinafter collectively the "Term").

2. WasteZero Services. During the Term, WasteZero will (i) manufacture and supply Official Municipal Bags that comply with the specifications set forth in Exhibit A (the "Specifications") to those retailers recommended by Municipality and set forth in Exhibit B (the "Retailers") for sale by Retailers to residents of the Municipality; and (ii) provide the "Services" set forth in Exhibit C by the start date also set forth in Exhibit C.

3. Program Implementation. On the Effective Date, WasteZero will move the existing Municipality-owned inventory of bags to a fully bonded and insured warehouse within service distance of Municipality and begin performing the Services (the "Program Transition Phase"). The "Start Date" will be the agreed date for complete implementation of the Program and the initiation of retail sales. After the Transition Phase, WasteZero assumes responsibility for manufacturing, inventorying and distributing Official Municipal Bags as set forth herein and such that no further purchase order or appropriation is required by Municipality.

4. Designated Retailers. Municipality will provide WasteZero with a recommended list of Retailers to be set forth on Exhibit B (the "Retailer List") that Municipality would prefer to

DRAFT

participate in the Program. WasteZero will either service those Retailers as it has been, or work to sign up new Retailers, as directed by Municipality.

5. Exclusive Agreement. During the Term, so long as WasteZero is able to deliver sufficient Official Municipal Bags to the Municipality, the Municipality will not purchase or sell, directly or indirectly (i.e., through a third party) trash or recycling bags other than the Official Municipal Bags referred to herein.

6. Inventory and Inventory Target. After the Transition Phase, WasteZero will own the inventory of Official Municipal Bags, will make manufacturing runs as needed to support the Program and will provide insurance coverage on that inventory in its bonded distribution facilities. To guarantee that an adequate inventory of Official Municipal Bags is always available for purchase by Retailers, WasteZero will use commercially reasonable efforts to maintain an average number of Official Municipal Bags in WasteZero's inventory in accordance with the target set forth in Exhibit C (the "Average Inventory Target").

7. Terms of Distribution. After the Transition Phase, in order to preserve the sale-tax free status of the Official Municipal Bags at retail sale, Municipality acknowledges and agrees that Official Municipal Bags supplied to Retailers will be sold and supplied to Retailers by WasteZero on behalf of Municipality, such that upon a sale of Official Municipal Bags title to such Official Municipal Bags will first transfer from WasteZero to the Municipality and then from the Municipality to the Retailer.

8. Orders. Retailers will submit written or verbal orders for Official Municipal Bags ("Orders") directly to WasteZero, as Municipality's agent. Orders will set forth the type and quantity of Official Municipal Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero's right to reject an Order from a Retailer that is on credit hold. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order. Deliveries of Official Municipal Bags pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero.

9. Customer Service Support. WasteZero will provide a toll-free number with customer service support during business hours for retailers or residents to call with concerns or complaints about any aspect of the Program. In the event the Official Municipal Bags fail to meet the Specifications in any material respect, WasteZero will, on a "no fault" basis, replace the Official Municipal Bags in accordance with WasteZero's Return and Replacement Policy as set forth on Exhibit D.

10. Bag Revenue. WasteZero will invoice Retailers the applicable Official Municipal Trash Bag purchase price set forth in Exhibit A (the "Retail Bag Prices"). All revenue received by WasteZero from the sale of Official Municipal Trash Bags to Retailers will be "Bag Revenue".

11. Custodial Banking Account. WasteZero will deposit all Bag Revenue in the custodial banking account it has established in a bank insured by the Federal Deposit Insurance Corporation (the "Bank Account"). Authorized signers and depositors on the Bank Account will be properly authorized WasteZero employees.

12. Retailer Credit Terms. WasteZero will collect payment and enforce payment obligations in accordance with its policies set forth in Exhibit D. Municipality acknowledges that collection efforts made by WasteZero are on behalf of Municipality. Municipality reserves the

right to take any collection actions in addition to or beyond those steps set forth on Exhibit D, and WasteZero will have no liability to Municipality for a failure to collect payment from a Retailer.

13. Compensation.

a) During the Transition Phase, to compensate WasteZero for providing the Services described on Exhibit C with the inventory of Official Municipal Bags already paid for and owned by Municipality, WasteZero will receive the fee out of the Bag Revenue set forth on Exhibit A as the "WZ Transition Services Fee".

b) With respect to all Bag Revenue, WasteZero will receive that portion of fee set forth on Exhibit A as the "WZ Supplies and Services Fee". Municipality agrees that WasteZero is permitted to withdraw the WZ Transition Services Fee and WZ Supplies and Services Fee from the Bank Account at any time, after they have been earned. All Bag Revenue other than the WZ Transition Services Fee and WZ Supplies and Services Fee will be the property of Municipality (the "Municipal Revenue").

c) Within thirty (30) days following the end of each calendar month, WasteZero will provide to Municipality (i) the Municipal Revenue for the prior calendar month via wire transfer, and (ii) financial statements for such calendar month, including: a bank statement, invoice register, cash receipts journal and accounts receivable aging report.

14. Bag Pricing Adjustments.

a) Inflation Cost Adjustment. The parties agree that the WZ Supplies and Services Fee is set, in part, and will be adjusted, to keep pace with inflation. On each anniversary of the Effective Date, the WZ Supplies and Services Fee shall be increased by the consumer price index, all urban consumers (CPI-U) plus three percent (3%).

b) Extraordinary Resin Cost Adjustments. In the event of an extraordinary disruption in the wholesale markets for resin, causing a price spike, defined as an increase over a ninety (90) day period of greater than twenty percent (20%) from a trailing average Benchmark Resin Rate, WasteZero will adjust the WZ Supplies and Services Fee by such increase for the duration of the disruption. This provision is in lieu of termination of this Agreement under force majeure. The Benchmark Resin Rate is calculated using the average of linear low-density polyethylene ("LLDPE") extrusion liner film for Volumes I and II as reported by Plastics News trade publication. If Plastic News ceases publication, then the resin cost will be based on the average cost of LLDPE resin as reported in another reputable publication chosen by WasteZero.

c) Municipal Price Adjustments. Municipality may, at its sole discretion, increase the Retail Bag Price. Municipality must provide WasteZero at least thirty (30) days' notice in advance of any such increase so WasteZero can prepared to manage inventory and communicate with Retailers.

15. Representations and Covenants.

a. Legal and Binding Agreement; Municipality's Obligations. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and conditions contained herein. This Agreement will be subject to Municipality's availability of funds.

b. Representations of WasteZero. WasteZero warrants that the Official Municipal Bags will, in all material respects, meet the Specifications.

16. Breach; Termination.

a. Termination for Breach. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to thirty (30) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective thirty (30) days after written notice of failure to correct (or failure to take action to correct) to the breaching party. If such breach is not curable, the Agreement will be terminated thirty (30) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. Insolvency. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. Termination for Convenience. Municipality may terminate this Agreement at any time upon ninety (90) days written notice if the Town eliminates its pay-as-you-throw program for any reason. (?)

d. Effect of Termination. Upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Official Municipal Bags remaining in inventory, and Municipality will purchase from WasteZero all Official Municipal Bags in inventory on the effective date of termination at the then-current WZ Supplies and Services Fee (ii) WasteZero will have no further liability or obligation under this Agreement, (iii) WasteZero will tender to Municipality the final Municipal Revenue, and (iv) WasteZero will have no continuing responsibility for the Services.

17. Force Majeure. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather. The obligations of WasteZero and Municipality, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with this Agreement because of Force Majeure and WasteZero is unable to substitute bags of like kind and quality. Upon the elimination of the cause of such suspension, the respective obligations of WasteZero and Municipality shall be reinstated from the date of such elimination.

18. Insurance. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two

Million Dollars (\$2,000,000) in general aggregate. Upon request, certificates of insurance naming Municipality as an additional insured will be provided to Municipality by WasteZero.

19. Non-Collusion. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

20. Assignment. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

21. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

If to WasteZero, to:

8540 Colonnade Center Drive, Suite 210
Raleigh, North Carolina 27615
Attn: Cal Cunningham
Tele. No. (919) 322-1220
Email: ccunningham@wastezero.com

with a copy to:

Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 400
Raleigh, North Carolina 27607
Facsimile No.: (919) 781-4865
Attention: Larry E. Robbins

If to Municipality, to:

City of Somersworth
City Hall
One Government Way
Somersworth, NH 03878
Attention: Robert M. Belmore
(City Manager)
Tele. No.: (603) 692 9503
Email: bbelmore@somersworth.com

22. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

23. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Trash Metering Agreement as of the Effective Date.

Municipality

WasteZero, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Name:

Title: Clerk to the Municipality

EXHIBIT A**Official Municipal Trash Bag Specifications**

1. Except as may be require by Force Majeure, the bag specifications for this contract are:

Bag Description	Large "Trash" Somersworth 2B	Small "Tall Kitchen" Somersworth 1B
Retail Pack	10 Bags per Sleeve x25 Sleeves per Case	10 Bags per Sleeve x25 Sleeves per Case
Bag Size	30 by 33 inches	24 by 28 inches
Bag Gauge	1.95 mil	1.95 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content
Bag Closure	Drawstring	Drawstring
Weight Limit Per Bag	35 Pounds	17 Pounds
Package Insert	Existing custom program information (Blue insert)	Existing custom program information (White insert)
Bag Print	Existing logo/artwork plus agreed custom Program information (Random)	Existing logo/artwork plus agreed custom Program information (Random)
Exterior Bag Color	Sky Blue	Sky Blue
Capacity Equivalent	30 gallons	15 gallons

2. The Retail Bag Prices (price paid at point of sale and charged to Retailers):

Bag Size	Bags per Sleeve	Sleeves per Case	Price per Sleeve	Price per Case
Large (30"x 36")	10	25	\$18.50	\$462.50
Small (24"x30")	10	25	\$13.00	\$325.00

3. WZ Transition Services Fee (per Case), charged on sale of Municipality-owned inventory until that inventory is exhausted and WasteZero assumes responsibility for further manufacturing, inventory and distribution.

Contract Period	Large (Fee per Case)	Small (Fee per Case)
Transition Phase	\$12.50	\$12.50

4. WZ Supplies and Services Fee (per Case):

Contract Year	Large (30"x36") (Fee per Case)	Small (24"x30") (Fee per Case)
Year 1 after the Transition Phase	\$70.00	\$57.50
Year 2	TBD	TBD
Year 3	TBD	TBD

TBD in Year 2 through the End of Term is determined in accordance with Paragraph 13a. Inflation Cost Adjustment.

EXHIBIT B
Retailer List

Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	

EXHIBIT C
Services

1. **Retail Store Distribution® Services:** WasteZero will work directly with retailers in and around the Municipality to recruit them to participate in the Program and set up those who agree to participate. WasteZero will provide secure, dependable supply chain management to ship the Official Municipal Trash Bags to the participating retailers. WasteZero will develop and register distinct UPC codes for the Program to assist tracking of and sales of Official Municipal Bags. WasteZero will take and enter orders from retailers and process those orders for timely shipment and delivery. WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.
2. **Inventory Management Services:** WasteZero will manufacture and inventory Official Municipal Bags at its fully bonded distribution facilities without the necessity of a purchase order or payment from Municipality. After the Transition Phase, the inventory will remain titled to and insured by WasteZero until shipped to and received at a retail store. WasteZero will monitor inventory at its distribution centers to prevent stock outs or supply chain disruptions.
3. **Accounting and Funds Management Services:** WasteZero will handle all bookkeeping related to Retail Store Distribution® and Inventory Management, including billing and collecting payment from participating retailers and informing the Municipality of any retailers placed on a credit hold. WasteZero will manage, deposit all funds in and perform custodianship services with the approved bank account for Municipality. WasteZero will compile and provide to the Municipality monthly reports showing all retailer purchases, funds remitted from retailers and payments made to Municipality. WasteZero will also send notification to retailers of any Municipal-approved change in the Retail Bag Price.
4. **Program Manager.** WasteZero will assign a representative to serve as the Program's coordinator ("Program Manager"). The Program Manager will act as a main point of contact and assist Municipality to answer questions or provide support with regard to all aspects of the Program Services and Program Supplies, subject to the limitations described herein. The Program Manager will ensure that all of the Program Services and Supplies outlined herein are delivered and that Municipality has a primary point of contact to assist with any Program-related matters that might arise.
5. **Program Website.** WasteZero will establish a website at www.reducethetrash.com\< designation for Municipality >, where the <designation for Municipality> will be text that uniquely identifies Municipality to Residents, or another URL as agreed. Upon accessing the web page for Municipality, Residents will be presented with information on topics including but not limited to: (i) retailers carrying the Official Municipal Bags, (ii) materials that can be recycled at curbside within Municipality (if any), (iii) materials that can be recycled at convenience centers, including toxic materials such as paint and batteries (if any), (iv) convenience center locations, (v) as it becomes available, helpful information on reducing waste at home, or other information useful to residents, and (vi) Municipality's departmental website and /or appropriate local contact information for questions regarding curbside collection or other related local services. All information contained on the www.wastezero.com website or any supporting site will be developed, updated, and maintained in accordance with WasteZero's standard tools, formats and templates.

6. Additional Services. Additional Services are any services, materials or supplies desired by Municipality but not agreed to be provided by WasteZero under the terms of this Agreement. Upon mutual written agreement, WasteZero will perform Additional Services and directly bill Municipality or deduct the costs for such Additional Services from Bag Revenue.
7. The Average Inventory Target is: 2 months' supply of cases of Official Municipal Bags
8. Program Manager:

Courtney Forrester
8540 Colonnade Center Drive, Suite 210
Raleigh, NC 27615
Tele. No.: (919) 322-1223
Email: cforrester@wastezero.com

EXHIBIT D

Credit Policy and Procedures

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery.

All invoices billed to Retailers are due and payable, net thirty (30) days from date of invoice.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers to Municipality. WasteZero does not assume responsibility for Retailer defaults or uncollected amounts.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes forty-five (45) days past the date of invoice (or 15 days past due).
- If an invoice becomes forty-five (45) days past the date of invoice (or fifteen (15) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices forty-five (45) days past the date of invoice (or fifteen (15) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.
- In the event invoices become sixty (60) days past the date of invoice (or thirty (30) days past due):
 - The delinquent Retailer account will be referred to Municipality for further guidance on how to proceed.
 - No new orders will be accepted or deliveries made to the delinquent Retailer account in the future unless Municipality provides WasteZero with written authorization.
 - WasteZero will require Municipality to indemnify WasteZero for any Program Revenue Share that is written off in the future if Municipality requests that WasteZero reinstate shipments to the previously delinquent Retailer account.
- In no event will WasteZero initiate or threaten legal action against any delinquent Retailer. Municipality reserves the right to make any collection efforts or take any actions in addition to or beyond those WasteZero sets forth herein.

WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Trash Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Trash Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

Please Note: WasteZero does not give exchanges for Official Municipal Trash Bags purchased through unauthorized Retailers or individuals.

EXHIBIT E

Municipal Wire Transfer Worksheet

Please complete and submit this form to receive monthly cash receipts wire transfers from your WasteZero Retail Store Distribution® (RSD) program.

Municipality:

Beneficiary Financial Institution

Enter the beneficiary financial institution information in the fields provided below:

Account Number	<input type="text"/>
Account Type	<input type="text"/>
ABA/Routing #	<input type="text"/>
Bank Name	<input type="text"/>
Street 1	<input type="text"/>
Street 2	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Postal Code	<input type="text"/>

EXHIBIT F

CUSTODIAL BANKING AGREEMENT

This Agreement is entered into on this ____ day of _____, 20__ between the City/City of _____, _____ (Customer), with an address of _____ and WasteZero, Inc. ("WasteZero"), 8540 Colonnade Center Drive, Suite 210, Raleigh NC 27615, to grant permission from the Customer to WasteZero to open a custodial bank account with South State Bank, on behalf of the Customer. The Customer understands this account will be in the name of Customer, carry the tax identification number of Customer and authorized signers on the account will be properly authorized Waste Zero employees.

WasteZero will prepare the necessary documentation to establish a custodial bank account on behalf of the Customer with South State Bank. WasteZero will deposit all checks for payments from the retailers into this account. WasteZero will wire funds from this bank account to the Customer's own bank account. WasteZero will provide a monthly report which includes the reconciled bank account statement, invoice register, cash receipts journal and accounts receivable aging report no later than thirty (30) days after the end of each month.

Municipality

WasteZero, Inc.

Authorized Signature of Customer

Authorized Signature of WasteZero, Inc.

Title

Title

Printed Name of Authorized Signature

Printed Name of Authorized Signature

Date

Date





WasteZero[®]

Save Money. Reduce Waste.

WasteZero
Retail Store Distribution[™]

The Challenges of Basic Pay-As-You-Throw

The Good News

Bag-based pay-as-you-throw (PAYT) programs are the most successful type.

- They deliver the best results.
- Bags are easy to identify and the program is easy to enforce.
- Bags are fair and equitable.

The Challenges

- Distributing bags efficiently to residents is difficult.
- Basic PAYT requires pre-payment of all stock.
- It is tough to manage inventories.
 - Inventory can be costly.
 - There is risk of stock-out.
 - There is risk of loss, theft, or damage.
- It requires time- and resource-intensive accounting (e.g., order processing and accounts receivable from participating stores)

Without a true PAYT supplier partner, communities are left to their own devices to staff, fund, and manage this critical cost-saving program.

WasteZero

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The Challenges of Basic Pay-As-You-Throw

You are managing everything...

- Program administration
 - Personnel
 - Retailer management
 - Customer service
 - Collections and reporting
 - Warehouse management
 - Delivery
- Risk
 - Inventory shrinkage
 - Damaged product
 - Theft/fire insurance

...and bearing the costs

- Salaries and benefits
- Warehousing costs
 - Warehouse space
 - Protective systems (security, sprinklers)
 - Personnel for repackaging of damaged goods
- Vehicle costs
 - Insurance
 - Fuel
 - Depreciation and maintenance
- Workers' compensation insurance

What does it really cost your municipality to manage your PAYT bag program?

WasteZero

Copyright © 2014 WasteZero

The Solution?

Partner with a vendor who can supply both high-quality, US-made bags and the valuable services to help get those bags into the hands of your residents.



**High Quality,
US-Made Bags**

**Value-Added
Services**

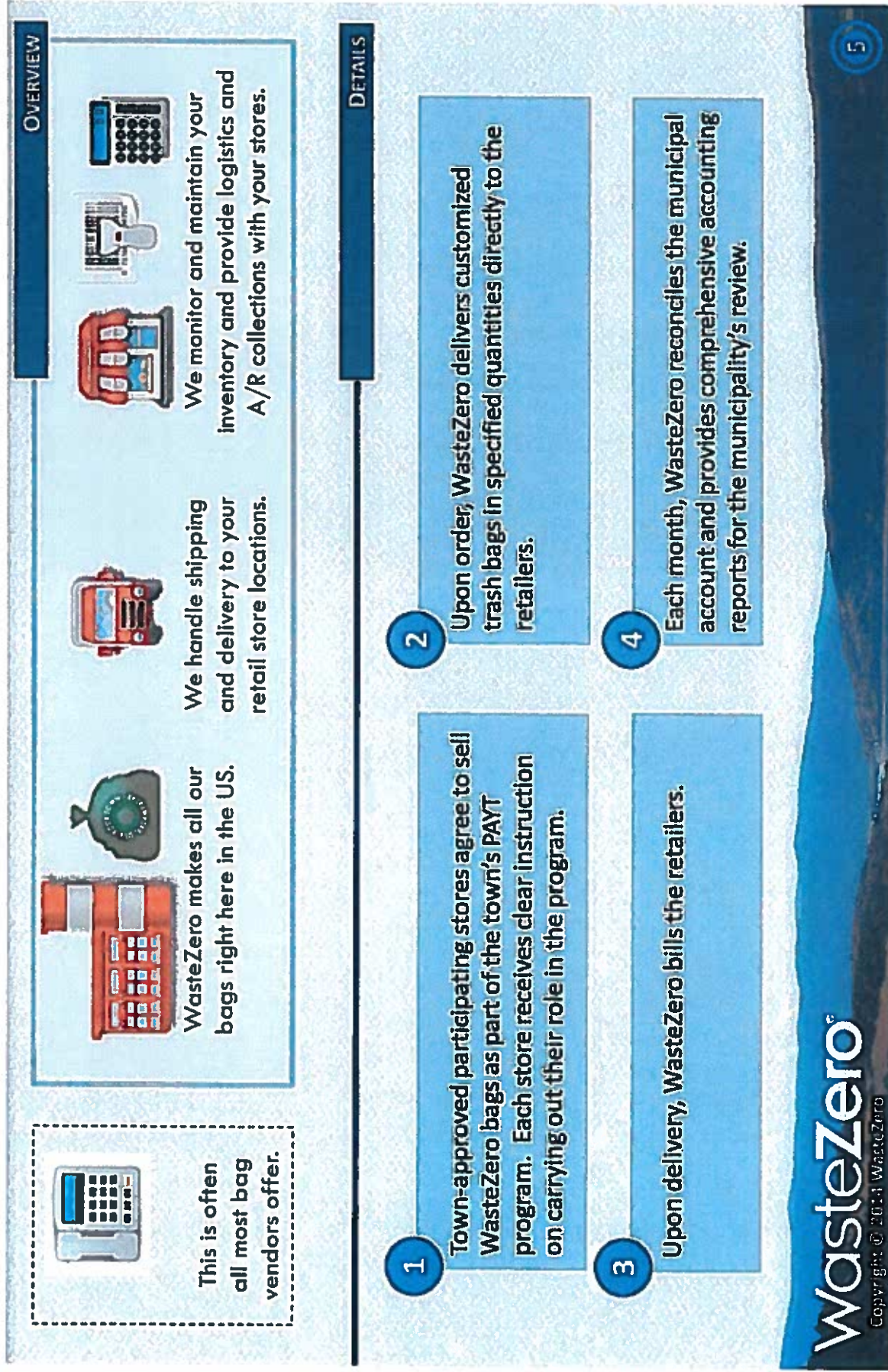
**WasteZero Retail Store
Distribution™:
A 100% Worry-Free,
Turnkey Solution**

WasteZero Retail Store Distribution™ helps reduce the risks associated with inventory and order management, while taking full responsibility for managing, delivering, inventorying, billing, and accounting for your PAYT bags—freeing up administrative personnel to do other things.

WasteZero®

Copyright © 2014 WasteZero

WasteZero Retail Store Distribution™ (RSD)



WasteZero Retail Store Distribution™ (RSD)

Supplies



WasteZero's manufacturers all of the supplies that support our programs in a state-of-the-art manufacturing facility, located in Hemingway, SC.

- Working directly with the manufacturer assures municipalities and residents unparalleled quality and reliability—with product and with services.
- We offer products and customization that no other manufacturing facility can.
 - Drawstring or twist-tie bags
 - Numerous packaging options
 - Customized imprinting on all bags (municipal seals, program instructions, etc.)
 - Counting and coding of each bag; our secure supply chain starts in manufacturing
- We can manufacture fully biodegradable bags, as well as bags with any percentage of recycled content.

WasteZero Retail Store Distribution™ (RSD)

Inventory and Distribution



With WasteZero's safe, secure, on-time, and worry-free RSD, you'll never have to worry about having supplies when and where you need them.

- We maintain a secure, dependable supply chain with signature tracking.
- Our active inventory management services ensure that you never run out of supplies.
- We store bags at our own secure warehouses in multiple locations to meet customer needs.
- We monitor inventory at distribution centers.
- We develop and register UPC codes for every program.
- We provide retailer setup processes with participating stores.
- We assign unique ID tags for each case—critical for quality control.
- Customer service representatives are available to answer questions and provide support.

WasteZero®

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WasteZero Retail Store Distribution™ (RSD)

Coordinating Retailer Participation



We even help coordinate retailer participation! Here's how...

From Your Perspective...

- You provide us a recommended list of retailers.
- You invite retailers to participate in the program (we can provide a sample letter).
- After performing background checks, we set up retailers to carry the official trash bags and provide:
 - A customized retailer instruction letter
 - An explanatory brochure for retailers to provide their customers

From the Retailer's Perspective...

- It's rare that a retailer would not want to participate.
- We work with you to ensure that there are no underserved areas.
- Participation has its benefits:
 - Helps the municipality carry out its commitment to the municipal ordinance to provide bags to all residents
 - Increased foot traffic to retailers' businesses when residents drop in to get their trash bags

WasteZero

Copyright © 2014 WasteZero

WasteZero Retail Store Distribution™ (RSD)

Accounting and Funds Management



WasteZero makes all our bags right here in the US.



We handle shipping and delivery to your retail store locations.



We monitor and maintain your inventory and provide logistics and A/R collections with your stores.

WasteZero offers comprehensive and fully transparent accounting and funds management services.

- WasteZero handles all billing, accounts receivable, and bookkeeping demands.
- WasteZero manages and tracks all funds and inventories by:
 - Maintaining inventory records
 - Billing retailers
 - Collecting from retailers
 - Managing the fiduciary bank account for the municipality
 - Issuing payments to municipalities
 - Providing monthly order summary and financial reports
- We eliminate worries related to shrinkage and inventory control.
- We are fully insured against loss.

WasteZero®

Copyright © 2014 WasteZero

Benefits

**WasteZero works to reduce your risks and your day-to-day operational concerns.
Our Retail Store Distribution™ program lets you focus on other priorities
and do what you do best.**

- Significantly lower your costs
 - No up-front expenditures
 - Program administration
 - Warehousing and delivery
 - Personnel
- More efficiently manage retailers
 - Ensuring inventory and availability
 - Managing accounts receivable and collections
 - Handling questions

- Completely eliminate risk of theft or damage
- Enjoy complete transparency
- Feel comfortable with supplies you can depend on
 - Top-quality, US-made plastic bags, made to your specs
 - Rigorous in-house quality control
- Have minimal-to-no worry; transfer the hassle to WasteZero!



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

DOVER-SOMERSWORTH-ROCHESTER
29604
X-A004(195)

Bureau of Highway Design
Room 200
Tel: (603) 271-2171
Fax: (603) 271-7025

March 11, 2019

COPY

Trish Harris
Somersworth City Hall
1 Government Way
Somersworth, NH 03878

Dear Ms. Harris:

Arrangements have been made for the New Hampshire Department of Transportation to hold a Listening Session where the Town Officials and the residents will be able to express what they envision for the NH Route 108 Complete Streets project. The project is proposed to be from the intersection of NH Route 9/Indian Brook Drive in Dover northerly approximately 5 miles to Innovation Drive in Rochester. Complete Streets principles will be applied with the goal of achieving an appropriate balance between the needs of motorized, non-motorized, and transit users of the corridor.

This project may have an effect on cultural or historic resources that are potentially eligible for the National Register of Historic Places. Individuals or organizations with a demonstrated interest in the potential impacts to historic resources have the opportunity to become Consulting Parties under Section 106 of the National Historic Preservation Act. Additional information will be provided at the Listening Session.

The meeting is scheduled for March 18 at 7:00 PM, at the Dover Middle School, Renaissance Room, 16 Daley Drive, Dover, NH.

The purpose of this meeting is to present citizens and public officials with information regarding the proposed project and to solicit public input to ensure that project decisions meet public transportation needs and community goals, and protect and enhance the environment. Accordingly, NHDOT assures that this project will be administered according to the requirements of Title VI of the Civil Rights Act of 1964 and all related statutes to ensure nondiscrimination.

**PUBLIC
INVITED**

LISTENING SESSION

NH Route 108 Complete Streets Project

The New Hampshire Department of Transportation (NHDOT) invites the public to attend a Listening Session for the proposed improvements to a 5-mile section of Route 108 in Dover, Somersworth, and Rochester. This Listening Session is being held to seek community input on the corridor and desired changes that would follow the principles for a Complete Street. A Complete Street balances the needs of motorized, non-motorized, and transit users.

WHAT: LISTENING SESSION

WHEN: March 18, 2019
7:00-9:00 pm

WHERE: Dover Middle School
16 Daley Drive
Dover, NH 03802

WHO: You! Residents, Business Owners,
Commuters, Local Officials, Elected Officials



***A short presentation will be conducted at 7:00 pm followed by open discussion of ideas and dialogue between the public and the NHDOT project team**

For further information, please contact Wendy Johnson, NHDOT Project Manager at Phone: (603) 271-2171 or Email: wendy.johnson@dot.nh.gov. Any individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disability, should contact the Bureau of Right-of-Way, NHDOT, PO Box 483, Concord, NH 03302-0483 or call 603-271-3222 – TDD Access: Relay NH 1-800-735-2964. Notification for the need of assistance should be made at your earliest convenience.



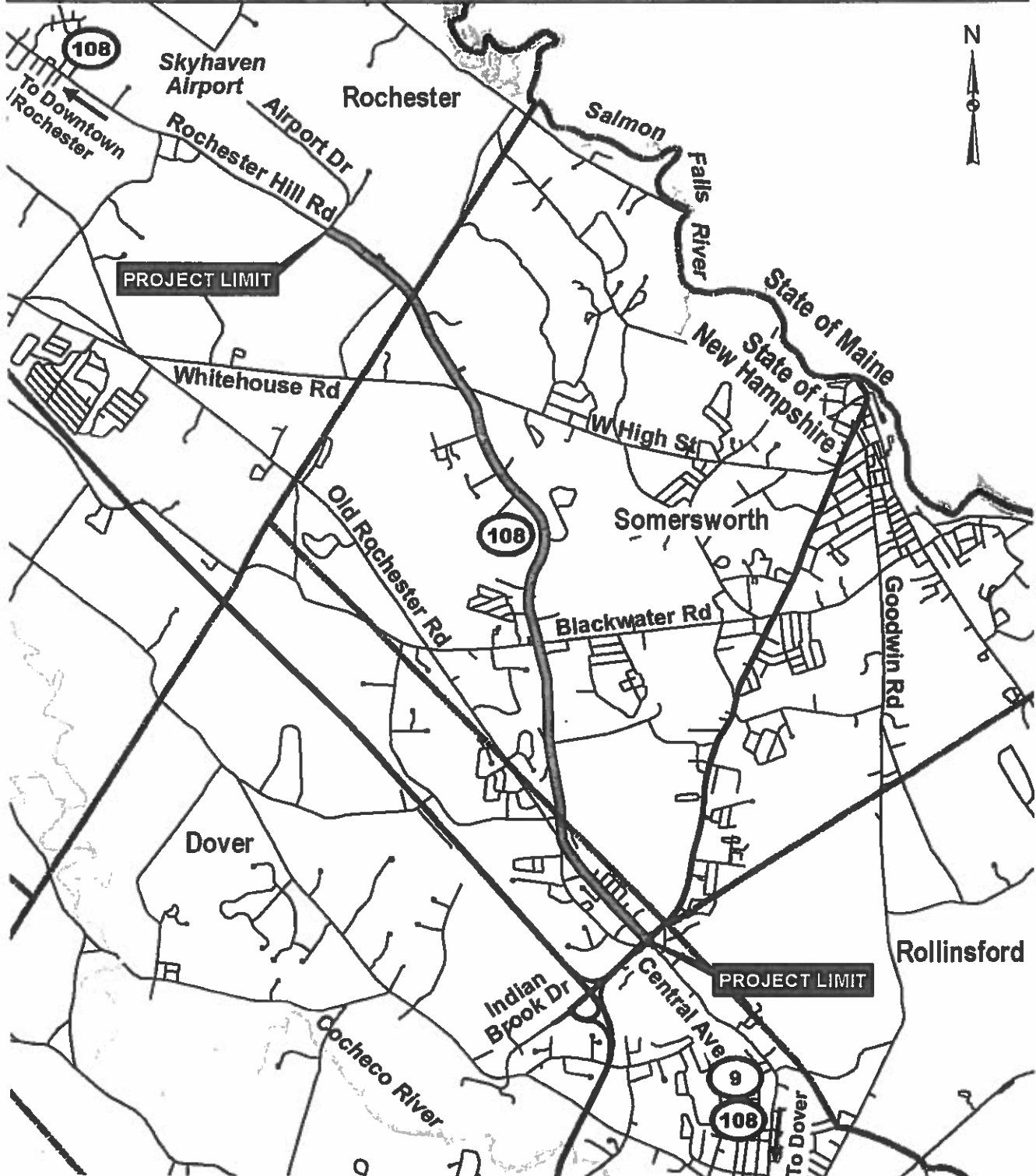
McFarland Johnson

For more information visit www.108TriCityCompleteStreets.com

NH ROUTE 108 COMPLETE STREETS

Dover - Somersworth - Rochester, NH – State Project No. 29604

PROJECT LOCATION



Informational Items # 3



March 11, 2019
City Manager Mr. Robert Belmore
One Government Way
Somersworth, NH 03878

Subject: Saturday May 4th Annual Community Cleanup 7:30 AM to 1:00PM

Dear Mr. Belmore:

I wanted to get this out a little earlier so that we might highlight and promote in the upcoming City Newsletter, Save the Date for the Annual Cleanup & Bike Safety Day.

Somersworth Youth Connection (SYC) along with support from the City of Somersworth are once again organizing our yearly community wide cleanup day in celebration of Earth Day. The 11th Annual "Spirit up Somersworth" event will take place on Saturday, May 4th from 7:30-1:00pm.

The challenge is to involve the entire community; students, youth groups, families, businesses and community leaders to "Spirit Up" to designated areas, picking up trash, raking, planting, mulching and "connecting" with our great community. This is sure to be a great family event with free food, music, raffle prizes and plenty of "Spirit & Pride" for Somersworth! We are focusing on cleaning designated areas such as various down town areas, community adopt a spots as well as residents getting out into various neighborhoods.

We appreciate all the support and efforts offered by the City each and every year. We would like to once again request if possible, help with various supplies such as trash bags and gloves. We would also appreciate any assistance and support from the Public Works Department as over the past years has proven invaluable with personnel and trucks available to help in moving materials around as well as trips to Malley Farm and Waste Management dumpsters throughout the morning.

We would also request that information for "Spirit up Somersworth" be shared at a City Council meeting, on the City website and Channel 22 if possible as we move closer to the date. Please don't hesitate to contact me with any questions you might have. Thank you in advance for your consideration.

Sincerely,

Maureen Jackman, SYC 21st Century Director Somersworth School District
mjackman@sau56.org



**Shanna B. Saunders, Director
Development Services**

March 11, 2019

The Conservation Commission's proposal is as follows:

The Kurlovich Family owns 2 large parcels in the Lily Pond/Salm Falls River Watershed. One is 13 acres with a house, one is 43 acres. They have sought to develop the 43 acre parcel several times however there are significant wetlands and Blue Heron Drive, the private drive to access the land is not to City Standards. Coles Pond Road that access the 13 acre parcel is also not to City standards. Please see the attached 2016 Subdivision Plan and Property Cards.

Within the proposed acquisition area there appears to be 3 buildable lots, 1 acre each (which meets zoning) . Please see the attached Proposed Acquisition Area map and Wetland Soils Map.

The land fits well into the preservation corridor for this watershed, and our drinking water wells which the City has obtained other Conservation parcels to help support.

The Con Com has discussed the acquisition with Southeast Land Trust who has spoken to DES on Somersworth's behalf. DES is very excited for us to apply for a NHDES Drinking Water Fund grant in the fall that will pay for 50% of acquisition costs plus easement drafting and recording. Somersworth and the Salmon Falls Watershed is one of their priority areas. In addition, there is potential for us to apply to the Great Bay Resource Protection Partnership in March for a grant for survey, appraisal, and closing costs.

The Conservation Commission has approximately \$126,635 in the Conservation Fund to help cover costs as well.

The Con Com is looking for permission to apply for the two grants and continue negotiations regarding acquiring the land.

50 13 1
Map Block Lot

PROPERTY LOCATION

No	Alt No	Director/Street/City
93		COLES POND RD, SOMERSWORTH
OWNERSHIP		
Owner 1:	MAHER GEORGIANN E ROBERTS	
Owner 2:	KURLOVICH ANTHONY N	
Owner 3:		
Street 1:	10 RIDINGS RD	
Street 2:		

Tract/City:	WELLS	
Subdiv:	ME	Owner:
Postage:	04090-4124	Type:
PREVIOUS OWNER		
Owner 1:		
Owner 2:		
Street 1:		
Tract/City:		
Subdiv:		
Postage:		

NARRATIVE DESCRIPTION

This parcel contains 13.31 ACRES of land mainly classified as MIX RVCU with a RANCH Building built about 1959, having primarily CLAPBOARD Exterior and 1584 Square Feet, with 1 Unit, 1 Bath, 0 3/4 Bath, 0 Half Bath, 4 Rooms, and 1 Bdrm.

OTHER ASSESSMENTS

Code	Description	Amount	Com. Int

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
1	R1	water	100	1	water	DUG WL
2		Sewer		2	Sewer	SEPTIC
3		Electr		3	Electr	
4		Exmpl		4	Exmpl	
5		Topo		5	Topo	
6		Streel		6	Streel	
7		Gas		7	Gas	

LAND SECTION (First 7 lines only)

Use	Description	LUC	No of Units	Price/Unit	Depth
101	ONE FAM	43560	5	7.31	
701	UNPROD-WE				
700	FOREST-OT				

1 of 1 RESIDENTIAL
CARD

Total Card / Total Parcel
231,797/ 231,797
181,619/ 181,619
181,619/ 181,619

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Value	Total Value
701	5.000	110	110	220
700	7.310	409	409	818
101	1.000	88,200	7,500	95,700
Total Card	13.310	88,200	7,500	95,700
Total Parcel	13.310	88,200	7,500	95,700
Source:	Market Adj Cost	Total Value per SQ unit / Card: 114.56	Parcel: 114.56	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Blg Value	Yrd Value	Land Size	Land Value	Total Value	Assessd Value	Notes	Date
2018	017	FV	88,400	7500	13.31	138,096	231,956	181,619	Year End Roll	12/7/2018
2017	017	FV	88,400	7500	13.31	138,096	231,956	181,619	Year End Roll	10/14/2017
2016	017	FV	88,400	7500	54.1	218,073	313,973	183,113	Year End Roll	10/25/2016
2015	017	FV	80,000	7900	54.1	218,073	305,973	175,113	year end	10/26/2015
2014	017	FV	80,000	7900	54.1	218,073	305,973	175,113	YEAR END ROLL	11/4/2014
2013	017	FV	95,300	7300	54.1	224,173	326,773	198,378	Year End Roll	11/8/2013
2012	017	FV	95,300	7300	54.1	224,173	326,773	198,378		11/2/2012
2011	017	FV	95,300	7300	54.1	224,173	326,773	198,378	year end roll	12/7/2012

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Size	Price	V	Tot	Vol	Notes
	635-361		11/11/1967			No	No		

BUILDING PERMITS

Date	Number	Descrp	Amount	CDO	Last Visit	Fed Code	F. Descrp	Comment

ACTIVITY INFORMATION

Date	Result	By	Name
8/27/2015	MEASURED	748	B HATHORN
6/24/2014	FIELD REVIEW	743	RON DOYON
10/12/2009	FIELD REVIEW CHG	745	MB WALKER
9/10/1991	NEAS-INSPECTD	188	SHEILA ROCE

Sign:

11/11/1967

Total ACRES: 13.31000

Total SF/SM: 578784

Parcel LUC: 017

MIX RVCU

Prime NB Desc: MOD GOOD

Database: AssessPro - Somersworth

Total: 136,144

Sp Credit: 60,178

Total: 85,919

Disclaimer: This Information is believed to be correct but is subject to change and is not warranted.

athanna

2019



Patriot
Properties Inc.

USER DEFINED

Prior Id # 1:	1105
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 4:	
Prior Id # 5:	
Prior Id # 6:	
Prior Id # 7:	
Prior Id # 8:	
Prior Id # 9:	
Prior Id # 10:	
Prior Id # 11:	
Prior Id # 12:	
Prior Id # 13:	
Prior Id # 14:	
Prior Id # 15:	
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Prior Id # 96:	
Prior Id # 97:	
Prior Id # 98:	
Prior Id # 99:	
Prior Id # 100:	

144521

12/7/2018	PRINT	
11/14/2017	Date	Time
10/25/2016	02/08/19	15:43:01
10/26/2015	LAST REV	
11/4/2014	Date	Time
11/8/2013	02/24/17	13:15:36
11/2/2012	appt	
1/7/2012		

PAT ACCT.

Grantor	Legal Ref	Type	Date	Size	Price	V	Tot	Vol	Notes
	635-361		11/11/1967			No	No		

SKILLS

[illegible]A black and white photograph of a multi-story building, likely a school, with a large tree in the foreground and a street in front. The building has several windows and a flat roof. The tree is on the left side of the frame, and the street is at the bottom. The image is oriented horizontally on the page.

50 13 0
Map Block Lot

1 of 1
CARD

City of Somersworth - NH

APPRaised: 112,405/ 112,405/ 2,051/ 2,051/ 2,051/ 2,051/

USE VALUE: ASSESSED:

Total Card / Total Parcel

PROPERTY LOCATION

No	Alt No	Direction/Street/City
93		COLES POND RD, SOMERSWORTH

OWNERSHIP

Owner 1:	MAHER GEORGIANA E ROBERTS
Owner 2:	KURLOVICH ANTHONY N
Owner 3:	
Street 1:	10 RIDINGS RD
Street 2:	

Town/City: WELLS

Sub/Prov: ME	County:	Own Occ: Y	Type:
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PREVIOUS OWNER

Owner 1:	
Owner 2:	
Street 1:	
Town/City:	
Sub/Prov:	
Postnet:	

NARRATIVE DESCRIPTION

This Parcel contains 42.7 ACRES of land mainly classified as FOREST-OTH

OTHER ASSESSMENTS

Code	Description	Amount	Com. Int
------	-------------	--------	----------

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
1	IR1	100		1	IR1	100
2	IR1	100		2	IR1	100
3	IR1	100		3	IR1	100
4	IR1	100		4	IR1	100
5	IR1	100		5	IR1	100
6	IR1	100		6	IR1	100
7	IR1	100		7	IR1	100
8	IR1	100		8	IR1	100
9	IR1	100		9	IR1	100
10	IR1	100		10	IR1	100
11	IR1	100		11	IR1	100
12	IR1	100		12	IR1	100
13	IR1	100		13	IR1	100
14	IR1	100		14	IR1	100
15	IR1	100		15	IR1	100
16	IR1	100		16	IR1	100
17	IR1	100		17	IR1	100
18	IR1	100		18	IR1	100
19	IR1	100		19	IR1	100
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37	IR1	100		37	IR1	100
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43	IR1	100		43	IR1	100
44	IR1	100		44	IR1	100
45	IR1	100		45	IR1	100
46	IR1	100		46	IR1	100
47	IR1	100		47	IR1	100
48	IR1	100		48	IR1	100
49	IR1	100		49	IR1	100
50	IR1	100		50	IR1	100

LAND SECTION (First 7 lines only)

Use	Description	Fact	LUC	No of Units	Depth /	Unit Type	Land Type	Factor	Base	Unit	Price	Adj	Neigh	Neigh	Mod	Ind 1	%	Ind 2	%	Ind 3	%	Appraised	Value	Notes
701	UNPROD-WE	10																				21,599		220
700	FOREST-OTH	32.7																				90,806		1,831

Total ACRA: 42.70000

Total ACRA: 42.70000	Total SF/AC: 1860012	Parcel LUC: 700	FOREST-OTH	Prime NB Desc: MOD GOOD	Database: AssessPro - Somersworth	Total: 112,405	Spl Credit: 110,354	Total: 2,051
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Disclaimer: This Information is believed to be correct but is subject to change and is not warranted.

shanna

2019

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yrd Items	Land Value	Total Value	Legal Description	Usur Acct
701	10.000	32,700		220	1,831		
700				220	1,831		
Total Card	42.700	2,051		2,051			
Total Parcel	42.700	2,051		2,051			
Source: Market Adj Cost							
Total Value per SQ unit KCard: N/A							
Parcel ID: 50 130							

PREVIOUS ASSESSMENT

Tax Yr	Use	Code	Land Value	Yrd Items	Land Value	Total Value	Assessed Value	Notes	Date
2018	700	FV	0	42.7	112,404	112,404	2,051	Year End Roll	12/7/2018
2017	700	FV	0	42.7	112,404	112,404	1,504	Year End Roll	11/14/2017
2016	017	FV	88,400	7500	54.1	218,073	313,973	183,113 Year End Roll	10/25/2016
2015	017	FV	80,000	7900	54.1	218,073	305,973	175,113 Year End Roll	10/26/2015
2014	017	FV	80,000	7900	54.1	218,073	305,973	175,113 Year End Roll	11/4/2014
2013	017	FV	95,300	7300	54.1	224,173	326,773	186,378 Year End Roll	11/8/2013
2012	017	FV	95,300	7300	54.1	224,173	326,773	186,378 Year End Roll	11/2/2012
2011	017	FV	95,300	7300	54.1	224,173	326,773	186,378 Year End Roll	11/2/2012

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Tax District	Sale Code	Sale Price	V	1st	Verif	Notes
	805-381		11/11/1987							

BUILDING PERMITS

Date	Number	Descrp	Amount	CIO	Last Visit	Fed Code	F. Descrp	Comment
------	--------	--------	--------	-----	------------	----------	-----------	---------

ACTIVITY INFORMATION

Date	Result	By	Name
8/27/2015	MEASURED	748	B HATHORN
6/24/2014	FIELD REVIEW	743	RON DOYON
10/12/2009	FIELDREV CHG	745	MB WALKER
9/10/1991	MEAS+INSPECTD	188	SHEILA RICE

Sign:

11/11/1987



Patriot Properties Inc.

USER DEFINED

Prior Id # 1:	1105
Prior Id # 2:	
Prior Id # 3:	
Prior Id # 4:	
Prior Id # 5:	
Prior Id # 6:	
Prior Id # 7:	
Prior Id # 8:	
Prior Id # 9:	
Prior Id # 10:	
Prior Id # 11:	
Prior Id # 12:	
Prior Id # 13:	
Prior Id # 14:	
Prior Id # 15:	
Prior Id # 16:	
Prior Id # 17:	
Prior Id # 18:	
Prior Id # 19:	
Prior Id # 20:	
Prior Id # 21:	
Prior Id # 22:	
Prior Id # 23:	
Prior Id # 24:	
Prior Id # 25:	
Prior Id # 26:	
Prior Id # 27:	
Prior Id # 28:	
Prior Id # 29:	
Prior Id # 30:	
Prior Id # 31:	
Prior Id # 32:	
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Prior Id # 89:	
Prior Id # 90:	
Prior Id # 91:	
Prior Id # 92:	
Prior Id # 93:	
Prior Id # 94:	
Prior Id # 95:	
Prior Id # 96:	
Prior Id # 97:	
Prior Id # 98:	
Prior Id # 99:	
Prior Id # 100:	

PAT ACCT.

Grantor	Legal Ref	Type	Date	Tax District	Sale Code	Sale Price	V	1st	Verif	Notes
	805-381		11/11/1987							

ACTIVITY INFORMATION

Date	Result	By	Name
8/27/2015	MEASURED	748	B HATHORN
6/24/2014	FIELD REVIEW	743	RON DOYON
10/12/2009	FIELDREV CHG	745	MB WALKER
9/10/1991	MEAS+INSPECTD	188	SHEILA RICE

Sign:

11/11/1987

EXTERIOR INFORMATION

Type:	
Sty Ht:	
(Liv) Units:	Total:
Foundation:	
Frame:	
Prime Wall:	
Sec Wall:	%
Roof Struct:	
Roof Cover:	
Color:	
View / Descr:	

GENERAL INFORMATION

Grade:	
Year Bld:	Eff Yr Bld:
All LUC:	All %
Jurisdct:	Fact:
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg HtFL:	
Prim Int Wall:	
Sec Int Wall:	%
Partition:	
Prim Floors:	
Sec Floors:	%
Bsmnt Flc:	
Subfloor:	
Bsmnt Gar:	
Electric:	
Insulation:	
Int vs Ext:	
Heat Fuel:	
Heat Type:	
# Heat Sys:	
% Heatd:	% AC:
Solar HW:	Central Vac:
% Com Wall:	% Sprinkld:

BATH FEATURES

Full Bath:	Rating:
A Bath:	Rating:
3/4 Bath:	Rating:
A 3QBth:	Rating:
1/2 Bath:	Rating:
A HBth:	Rating:
ChnFic:	Rating:
Other Features:	
Kltz:	Rating:
A Kltz:	Rating:
Fypt:	Rating:
WSFluc:	Rating:

CONDO INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	

DEPRECIATION

Phys Cont:	0.0 %
Functional:	%
Economic:	%
Special:	%
Override:	%
Total:	0 %

CALC SUMMARY

Basic \$ / SQ:	1,000,000,000
Size Adj:	16,000,000,000
Const Adj:	
Adj \$ / SQ:	
Other Features:	0
Grade Factor:	
NBHD Int:	1,000,000,000
NBHD Mod:	
LUC Factor:	1.00
Adj Total:	0
Depreciation:	0
Depreciated Total:	0

COMMENTS

2017-SUBDIV INTO TWO LOTS THIS IS ALL CU LAND.

RESIDENTIAL GRID

1st Res Grid Descr:	# Units:
Level FY LR DR D K FR RR BR FB HB L O	
Other:	
Upper:	
Lvl 2:	
Lvl 1:	
Totals:	
RM:	BR:
Bath:	HB:

REMODELING

Exterior:	Interior:	Additional:	Kitchen:	Baths:	Plumbing:	Electric:	Heating:	General:
No Unit	RMS	BRS	FL					
Totals								

RES BREAKDOWN

No Unit	RMS	BRS	FL
Totals			

SKETCH

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undap Value
------	-------------	-----------	-----------	-------------

SUB AREA DETAIL

Sub Area	% Util	% Descr	% Type	Qu # Ten
----------	--------	---------	--------	----------

IMAGE

AssessPro Patriot Properties, Inc

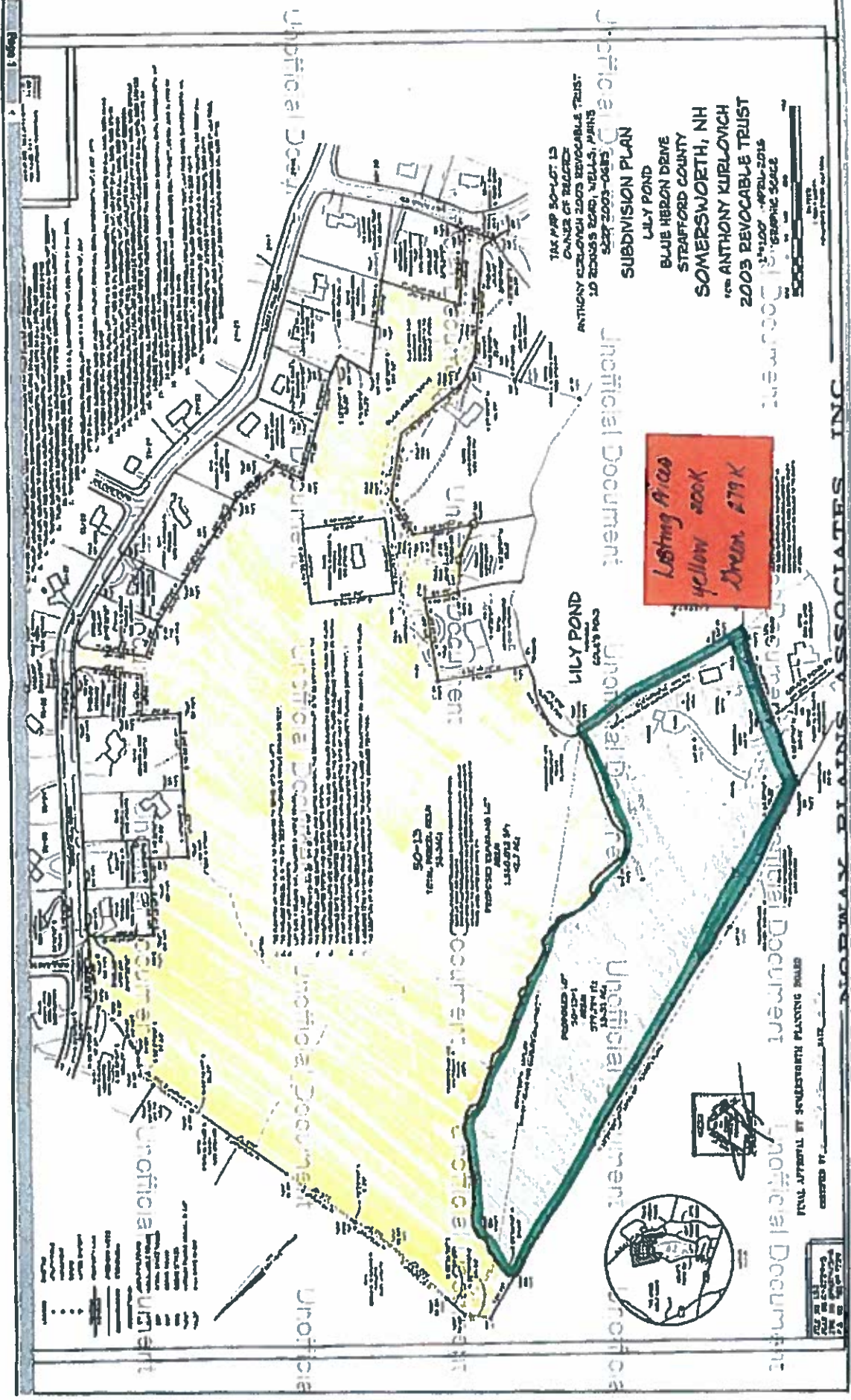
MOBILE HOME	Make:	Model:	Year:	Color:												
SPEC FEATURES/YARD ITEMS																
Code	Description	A Y/S Qty	Station	Qual	Con	Year	Unit Price	DS	Dep	LUC	Fact	NB Fa	Appr Value	JCode	JFact	Juris Value
PARCEL ID 50 13 0																

More Info

Total Yard Items:

Total Special Features:

Total



TAX MAP 50-LOT 15
OWNER OF RECORD
ANTHONY KURBLOVICH 2003 REVOCABLE TRUST
10 BODDYS ROAD, WELLS, MAINE
5227 2003-0485

SUBDIVISION PLAN

LILY POND
BLUE HERON DRIVE
STAFFORD COUNTY
SOMERSWORTH, NH
ANTHONY KURBLOVICH
2003 REVOCABLE TRUST
11-1-00 APRIL 2015
GRAPHIC SCALE

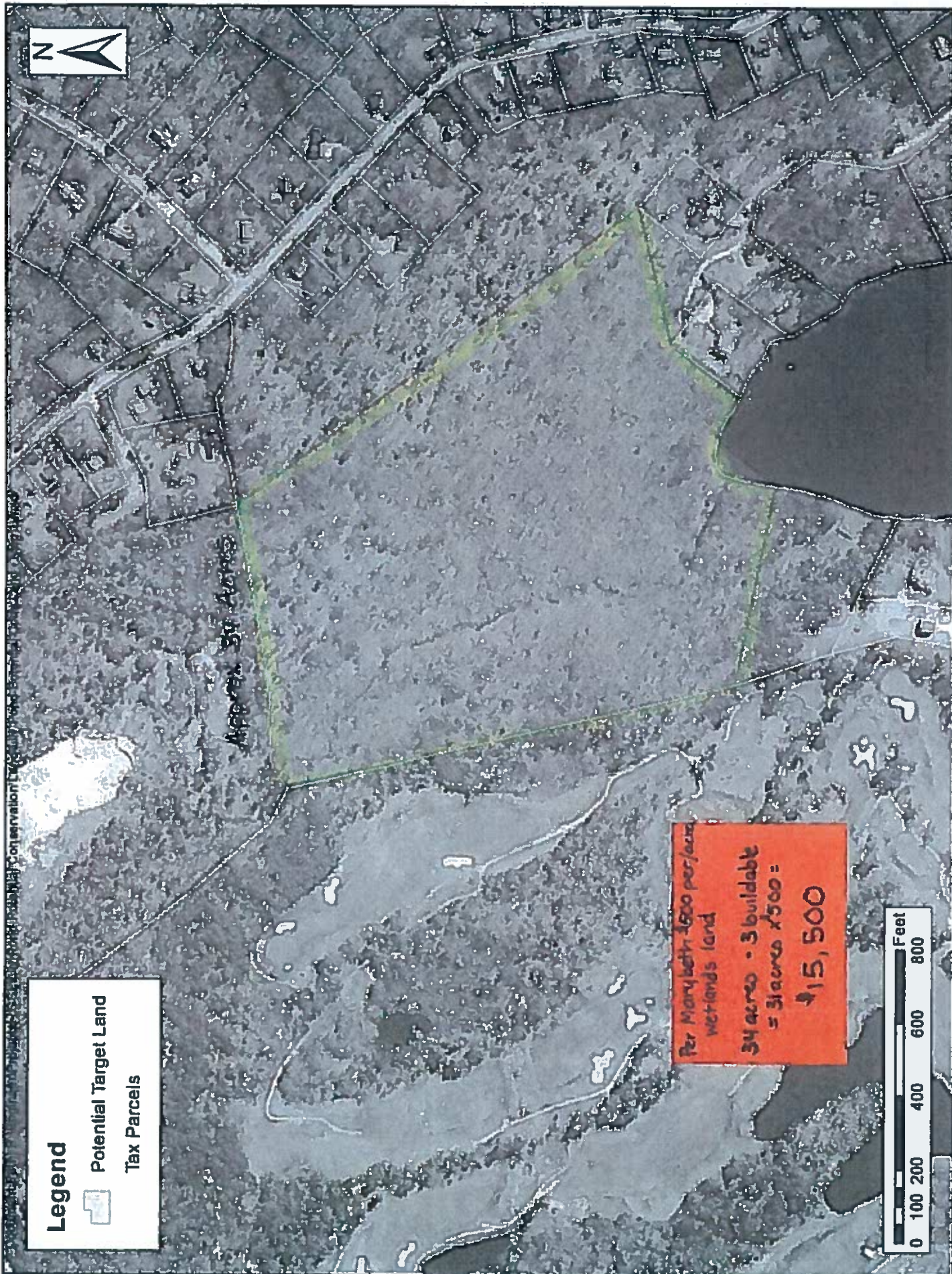
Lotting Areas
yellow 200K
green 279K

DATE: 11-1-00
BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1" = 100'

NORWAY PLAINS ASSOCIATES, INC.

FINAL APPROVAL BY SEQUESTWORTH PLANNING BOARD
DATE: _____





Legend

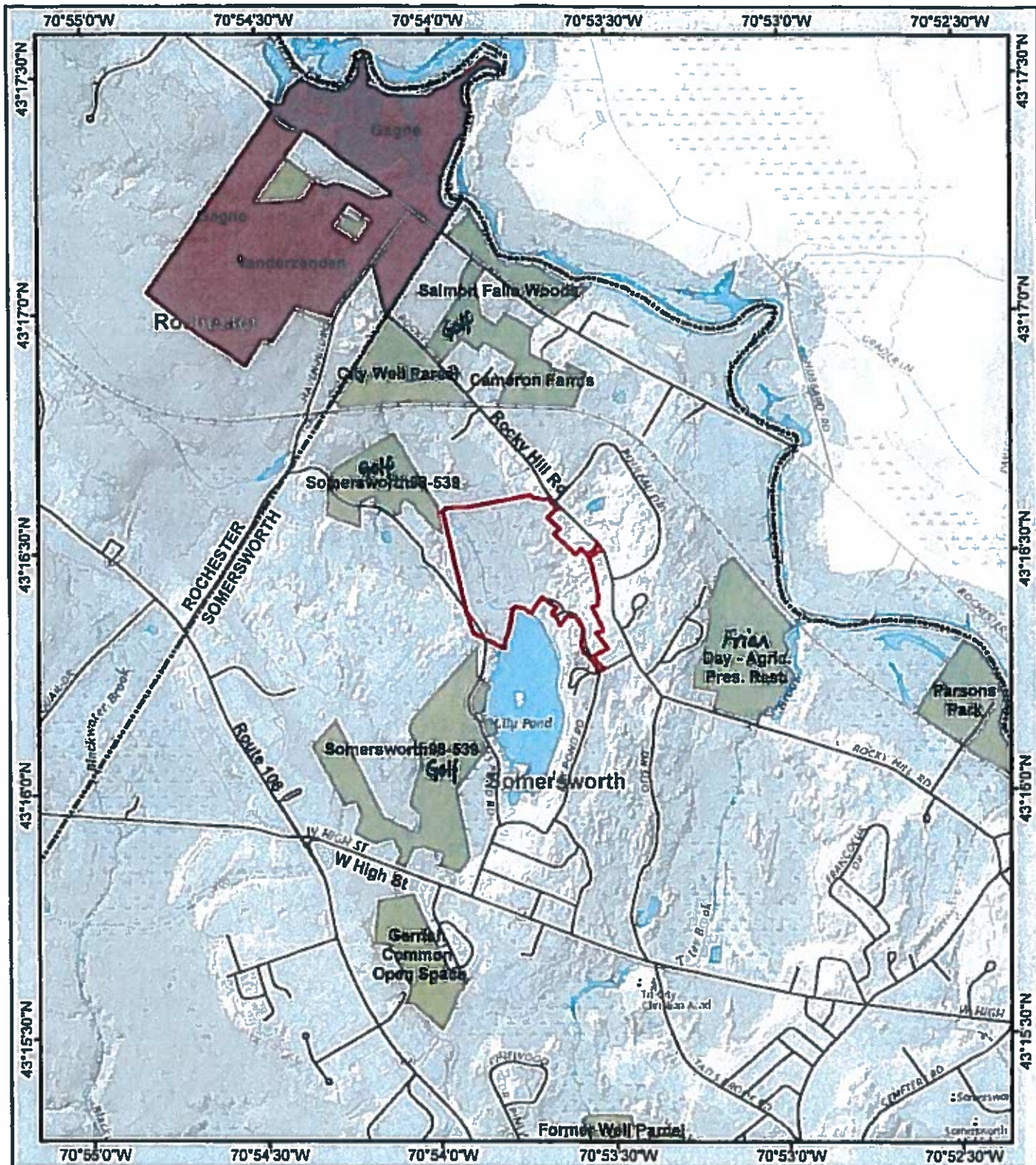


Potential Target Land

Tax Parcels

Per Maryland 3500 per/acre
wetlands land
34 acres - 3 buildable
= 31 acres x 500 =
15,500





- Project Boundary
- SELT Conservation Lands
- Conservation Land GRANIT
- Town boundary



1:20,000

0 1,000 2,000 Feet

Maher-Kurlovich Project & Nearby Conservation Lands Somersworth, NH

Boundary and feature locations are approximate.
Conservation lands from NH GRANIT. USGS topographic base
map (published 1970-1996) processed by NH GRANIT.
coordinate systems NAD83 UTM Zone 18N meters.

Map prepared by
Southeast Land Trust of NH
February, 2019



SELT




Shanna B. Saunders, Director
Development Services

To: Bob Belmore, City Manager
Date: February 26, 2019
Re: 79E request for 123 Main St, Davenport

Please find attached the 79E Application for 123 Main Street, owned by Mark Davenport

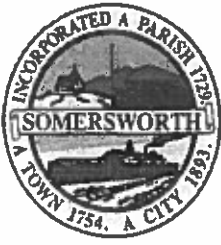
The application is complete and includes the following items and requests:

- Application for tax relief for 3 year (3 years for a qualifying structure)
- Public benefits include a) building improvement, b) providing updated downtown housing unit to create demand for local businesses, unit had been vacant for years) increased economic activity downtown, d) provide updated commercial space for new business on Main Street.

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.



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: 1/15/19 [Office use only. Fee submitted: 50.⁰⁰]

Property information

Property address/location: 123 MAIN ST

Name of building (if applicable): _____

Tax Map: _____ Lot #: 10 182 0

Property owner

Name (include name of individual): KHALEES REAL ESTATE LLC

Mailing address: 216 72ND ST, BROOKLYN NY 11209

Telephone #: 603-609-5156 Email: MARK JAMES DAUENPORT @ GMAIL.COM

Proposed project

Explain project and include number of years of relief being requested (attach additional sheets if necessary): RENOVATE 2ND APARTMENT AND COMMERCIAL SPACE.

REPLACE ROOF AND SIDING. THREE YEARS RELIEF REQUESTED

Building uses Existing: NO CHANGE ; Proposed: _____

Nonresidential square footage. Existing: _____ ; Proposed: _____

of residential dwelling units. Existing: _____ ; Proposed: _____

Expected construction dates. Start: _____ ; Finish: _____

↓
COMPLETED

RECEIVED
JAN 16 2019

Project costs

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

Structural: _____ Cost: \$ _____

Electrical: _____ Cost: \$ _____

Plumbing: _____ Cost: \$ _____

Mechanical: _____ Cost: \$ _____

Other: SIDING: \$5300. ROOF: \$5,558 Cost: \$ _____

Other Information

Name of contractor (if known): VARIOUS - LADIES SIDING, LURE BROWN CONSTRUCTION

Will the project include any residential housing units? NO NEW; If so, how many? _____

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)? PREPARING 2ND VACANT APARTMENT FOR A
GOOD TENANT, - APT HAD BEEN VACANT FOR YEARS! MAKING THE
COMMERCIAL SPACE ATTRACTIVE TO A LESSOR TO BRING BUSINESS BACK
TO MAIN ST. THAT STREET NEEDS COMMERCIAL INVESTMENT!

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): _____

Date: 1/15/18

Signature of property owner (2): _____

Date: _____

10 182 0
Map Block Lot

1 of 1 COMMERCIAL
CARD

City of Somersworth - NH
APPAISED: 119,300/
USE VALUE: 119,300/
ASSESSED: 119,300/
Total Card / Total Parcel

PROPERTY LOCATION

No	Alt No	Direction/Street/City
123		MAIN ST, SOMERSWORTH
OWNERSHIP		
Owner 1: KHALEEU REAL ESTATE LLC		
Owner 2:		
Owner 3:		
Street 1: 216 72ND STREET		
Street 2:		
Town/City: BROOKLYN		
State:	NY	County:
Postal:	11209	Own Occ: N

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
325	0.021	35,750		23,900	59,650
104	0.021	35,750		23,900	59,650
Total Card		0.042	71,500	47,800	119,300
Total Parcel		0.042	71,500	47,800	119,300
Source: Market Adj Cost		Total Value per SQ unit /Card: 48.39		Parcel: 48.39	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Assessed Value	Notes
2018	013	FV	71,500	0	.042	47,800	119,300	119,300	Year End Roll
2017	013	FV	69,100	0	.042	47,800	116,900	116,900	Year End Roll
2016	013	FV	69,100	0	.042	47,800	116,900	116,900	Year End Roll
2015	013	FV	69,100	0	.042	47,800	116,900	116,900	Year End Roll
2014	013	FV	69,100	0	.042	47,800	116,900	116,900	Year End Roll
2013	013	FV	77,300	0	.042	43,500	120,800	120,800	Year End Roll
2012	031	FV	78,100	0	.042	43,500	121,600	121,600	Year End Roll
2011	031	FV	78,100	0	.042	43,500	121,600	121,600	Year End Roll

USER DEFINED

Prior Id #	Date	Time
Prior Id # 1	11/14/2017	11:48:46
Prior Id # 2	01/23/19	11:48:46
Prior Id # 3	11/14/2014	
Prior Id # 1	11/18/2013	
Prior Id # 2	11/12/2012	
Prior Id # 3	09/14/18	11:56:00
Prior Id # 1	12/27/2012	aprio
Prior Id # 2		
Prior Id # 3		
ASR Map:		
Fact Dist:		
Reval Dist:		
Year:		
Land Reason:		
Bid Reason:		
Civil District:		
Ratio:		

NARRATIVE DESCRIPTION

This parcel contains .042 ACRES of land mainly classified as MIX R/C with a COMM BLOCK Building built about 1895, having primarily CLAPBOARD Exterior and 2466 Square Feet, with 3 Units, 2 Baths, 0 3/4 Bath, 2 HalfBaths, 6 Rooms, and 2 Bedrooms.

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Price	V	Tst	Verif
PAY FAMILY TRUS	4551-0709		3/5/2018	LB VALID	99,933	No	No	
PAY JOHN + BARB	4437-0760		11/30/2016			No	No	
	1215-621		3/18/1986		52,000	No	No	

TAX DISTRICT

Grantor	Legal Ref	Type	Date	Sale Code	Price	V	Tst	Verif
PAY FAMILY TRUS	4551-0709		3/5/2018	LB VALID	99,933	No	No	
PAY JOHN + BARB	4437-0760		11/30/2016			No	No	
	1215-621		3/18/1986		52,000	No	No	

PAT ACCT.

Notes
99

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z	BH	BH	100	water		TYFCL
0				Sewer		
n				Electri		
Census:				Exmpl		
Flood Haz:				Topo		
D	2		100	Street		
s				Gas:		
1						

BUILDING PERMITS

Date	Number	Descrip	Amount	C/O	Last Visit	Fed Code	F. Descrip	Comment
7/3/2018	B2018182	RENOVATI	5,300	O				SIDING
6/8/2018	B2018121	RENOVATI	4,000	O				ROOF
6/28/2013	B-2013-068	RENOVATI	4,500	C				REPAIR WALL/REMOVE
11/8/2002	2725	MANUAL	1,600	C	3/3/2004			REPLACE 112 ROOF S

ACTIVITY INFORMATION

Date	Result	By	Name
9/2/2017	MEASURED	748	B HATHORN
8/19/2014	FIELD REVIEW	748	B HATHORN
8/13/2014	FIELD REVIEW	743	RON DOYON
11/14/2013	PERMIT VISIT	748	B HATHORN
10/10/2012	INSPECTED	739	SUE HENDERSO
8/15/2012	MEASURED	742	TIM COURNOYE
10/23/2009	FIELDREV CHG	738	WIL CORCORAN
3/3/2004	MEAS+INSPECTD	741	MATT SMITH
11/5/1991	MEAS+INSPECTD	152	SCOTT BEDARD

LAND SECTION (First 7 lines only)

Use	Description	LUC	No of Units	Depth / PricedUnits	Unit Type	Land Type	LT	Base	Unit	Adj	Neigh	Neigh	Int 1	%	Int 2	%	Int 3	%	Appraised	All	%	Spec	J	Fact	Use Value	Notes
325	STORE		1812		SQUARE FE SITE			0	2.75	9.60	CF		LOC	-20					47,837	104	50				47,800	

EXTERIOR INFORMATION

Type: 02 - COMM BLOCK	
Sty Ht: 2A - 2A	
(Lwy) Units: 3	Total: 3
Foundation: 3 - BRICKSTN	
Frame: 1 - WOOD	
Prime Wall: 2 - CLAPBOARD	
Sec Wall: 11 - ASPHALT	15%
Roof Struct: 1 - GABLE	
Roof Cover: 1 - ASPHALT SH	
Color: GREY	
View / Desir:	

GENERAL INFORMATION

Grade: C - AVERAGE	
Year Bld: 1895	Eff Yr Bld:
All LUC: 104	Alt % 50
Jurisdct:	Fact:
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg HwFl: STD	
Prim Int Wall: 2 - PLASTER	
Sec Int Wall: 1 - DRYWALL	25%
Partition: 1 - TYPICAL	
Prim Floors: 14 - ASPHL TILE	
Sec Floors: 4 - CARPET	25%
Bsmnt Flr: 7 - BELOW AVG	
Subfloor:	
Bsmnt Gar:	
Electric: 3 - TYPICAL	
Insulation: 2 - TYPICAL	
Int vs Ext: S	
Heat Fuel: 1 - OIL	
Heat Type: 3 - FORCED HW	
# Heat Sys: 1	
% Heatd: 100	% AC: 0
Solar HW: NO	Central Vac: NO
% Com Wall:	% Sprinkled:

BATH FEATURES

Full Bath: 2	Rating: AVERAGE
A Bath:	Rating:
3/4 Bath:	Rating:
A 3QBth	Rating:
1/2 Bath: 2	Rating: AVERAGE
A Hbth:	Rating:
Other Fk: 1	Rating: AVERAGE

COMMENTS
TWO BROTHERS SUBS. EX FIX = RESTAURANT
SINK, 2012-21 BED/ BATH APTS - ONE
VACANT, ATTIC UNFIN- ONCE WAS, BUT VERY
DAMAGED NOW, WOB, OLD WIRING, PARKING
BEHIND & ON ST, PIZZA SHOP OLDER KIT & 2
HALF BATHS, OFF SLANT'S SEVERLY, 9/17 4 SA

OTHER FEATURES

Kits: 2	Rating: AVERAGE
A Kits:	Rating:
Fpk:	Rating:
WSFlue:	Rating:

CONDOS INFORMATION

Location:	
Total Units:	
Floor:	
% Own:	
Name:	
Phys Cond: FR - Fair	56%
Functional:	
Economic: L - LOCATN	20%
Special:	
Overide:	
Total:	64.96%

REMODELING

Exterior:	
Interior:	
Additions:	
Kitchen:	
Baths:	
Plumbing:	
Electric:	
Heating:	
General:	

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price
Size Adj.: 1.40905809				
Const Adj.: 0.97179621				
Adj \$ / SQ: 64.358				
Other Features: 16800				
Grade Factor: 1.00				
NBHD Inf: 1.00000000				
NBHD Mod:				
LUC Factor: 1.00				
Adj Total: 204042				
Depreciation: 132546				
Depreciated Total: 71496				

SUB AREA

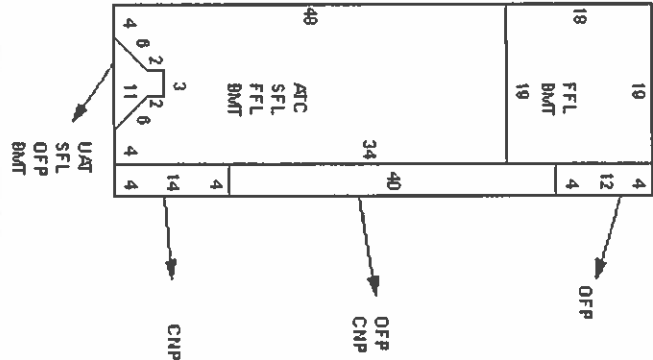
Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub %	% Descrp	Qu # Ten
BMT	BASMENT	1,254	14.160	17,755			
FFL	1ST FLOOR	1,220	64.360	78,517	SFL	100 APT	2
SFL	2ND FLOOR	912	66.290	60,455			
ATC	ATTIC	334	64.360	21,472			
OPP	OPEN PORCH	242	14.730	3,565			
CNP	CANOPY	216	24.150	5,216			
UAT	ATTIC-UNFN	10	25.740	263			
Net Sketched Area: 4,188				187,243			
Size Ad	2465 G399	Gross Arc	4,756	FinArea	2466		

IMAGE



AssessPro Patriot Properties, Inc

SKETCH



SUB AREA DETAIL

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub %	% Descrp	Qu # Ten
BMT	BASMENT	1,254	14.160	17,755			
FFL	1ST FLOOR	1,220	64.360	78,517	SFL	100 APT	2
SFL	2ND FLOOR	912	66.290	60,455			
ATC	ATTIC	334	64.360	21,472			
OPP	OPEN PORCH	242	14.730	3,565			
CNP	CANOPY	216	24.150	5,216			
UAT	ATTIC-UNFN	10	25.740	263			
Net Sketched Area: 4,188				187,243			
Size Ad	2465 G399	Gross Arc	4,756	FinArea	2466		

More: N

Total Yard Items:

Total Special Features:

Total:



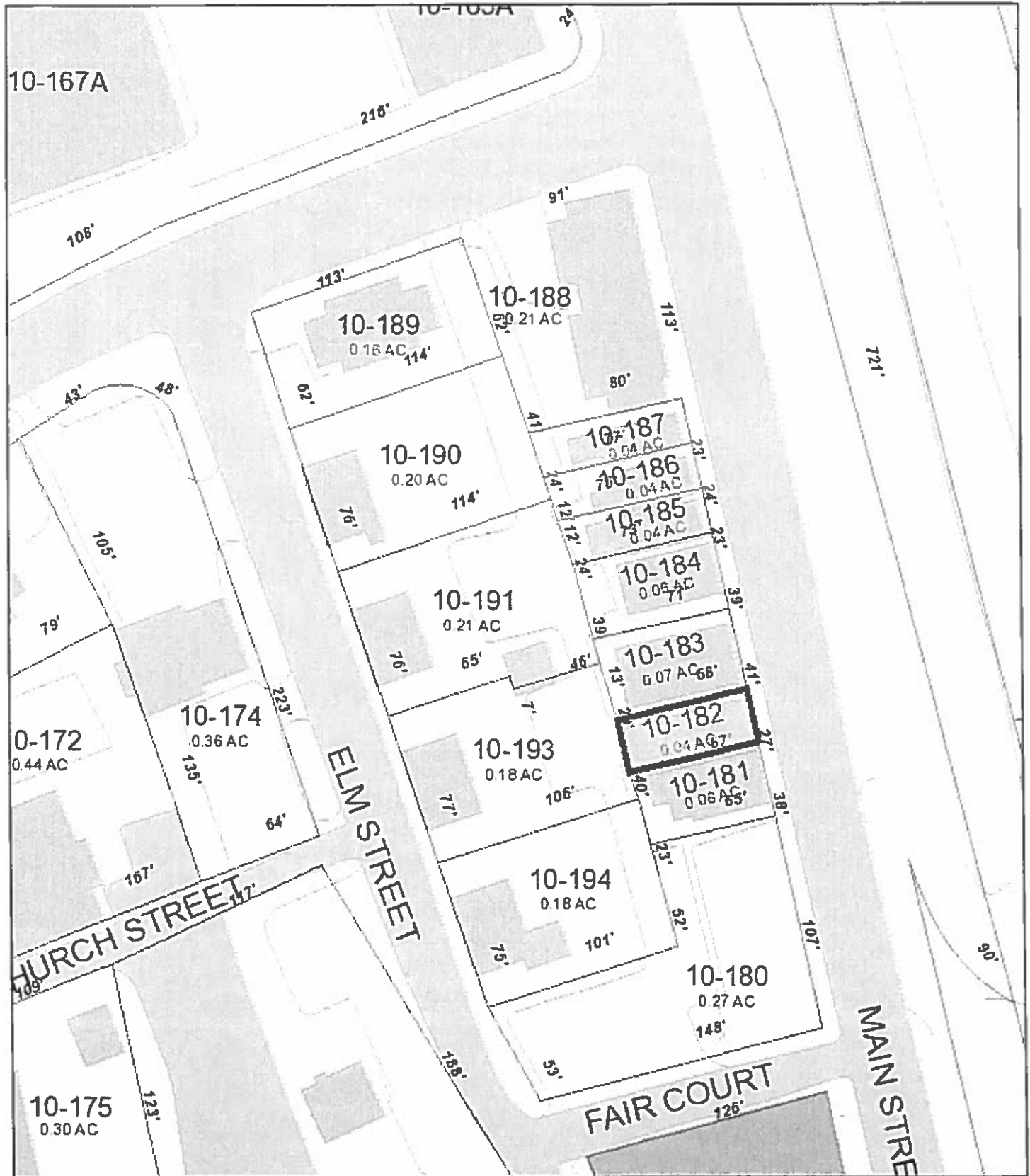
Somersworth, NH

1 inch = 67 Feet



January 23, 2019

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Shanna Saunders

From: Mark Davenport <markjamesdavenport@gmail.com>
Sent: Tuesday, February 12, 2019 10:05 AM
To: Shanna Saunders
Subject: Re: CR Tax Relief Incentive App - 123 Main
Attachments: Luke Brown Roofing.png; Lajoies Siding Work.pdf; Lajoie 1099 2018.JPG; 123 Main St Original Siding Pictures.pdf; Mark Davenport Commercial Space.pdf; Mark Davenport #B work.pdf; Adam Mangold Renovations.pdf

Hi Shanna! Apologies for the delay in getting back to you - needed to gather all the docs. They're all attached.

Here's the breakdown:

Roof: \$5334. I've submitted a copy of my email receipt from the contractor

Siding: \$5300. I've submitted a note that explains the work, the 1099 we issued the contractor, and pictures.

Commercial space: \$5038. I've submitted a summary of the work that I completed.

#B Renovation: \$3543. As above. I also used another contractor for \$2500. Attached is his paid in full invoice.

Total: \$21,715.

Let me know if anything is unclear, or you need anything else from me. Thanks!

Mark.

On Wed, Jan 23, 2019 at 12:05 PM Shanna Saunders <ssaunders@somersworth.com> wrote:

Hi Mark –

I am in receipt of your CR Tax Relief Incentive App. For 123 Main. The application is not yet complete. We need specific information regarding the work to be completed including estimates of the proposed work. You mention siding, roof, Apt 2 and Comm Space. If you could please submit estimates for the siding and the roof and then a detailed explanation of what work will be done to Apt 2 and the Comm Space, also with estimates.

Once we get this information we will move the application forward to City Council for approval.

Once we get Council approval we will ask for a \$500 legal escrow to then draw up the covenant documents, have them approved by both parties, and record them at the registry.

PLEASE NOTE: you cannot start work until after Council approval.

righteousconstruction@gmail.com

123 Main St. X

righteousconstruction

to me

123 Main St.
Somersworth, NH 03878
- Payment Reciepl-

Work completed on 123 Main St.-

Striped roof of shingles, replaced some framing, installed new underlayment and shingles and necessary flashing.

Total Labor and Materials: \$5,334.00

-Paid in full

Thank you
Luke Brown

Sent from my Samsung Galaxy smartphone

Received, thank you Got it, thanks! Thank you!

Khaleej Real Estate, LLC. Record of Work Completed:

Company: Lajoies Aluminum and Vinyl Products, LLC

Description of work: Remove existing clapboard and re-side left hand side of 123 Main st.
Install white vinyl siding and aluminum soffit wrap.

Cost: \$5300

Note:

This work was completed without a formal written quote. Our neighbor at the property, John Diccio, had his house re-sided at the same time as the gap between our two properties is only a couple of feet. The contractor is a long time friend and colleague of his, and he negotiated this work on my behalf, given the joint nature of the project.

A permit was pulled, in accordance with the HDC requirements, and the work was completed spring 2018.

I have requested that the contractor provide me with an 'after the fact' paid in full invoice, but I have not received it. In order to further substantiate this, I have provided the 1099 issued to Lajoies Aluminum and Siding, LLC as proof of the payment. Our company has not used Lajoies for any other work in 2018.

I have provided pictures of the siding before the work was completed. I can provide pictures of the completed work, if required.

Thanks,

Mark Davenport

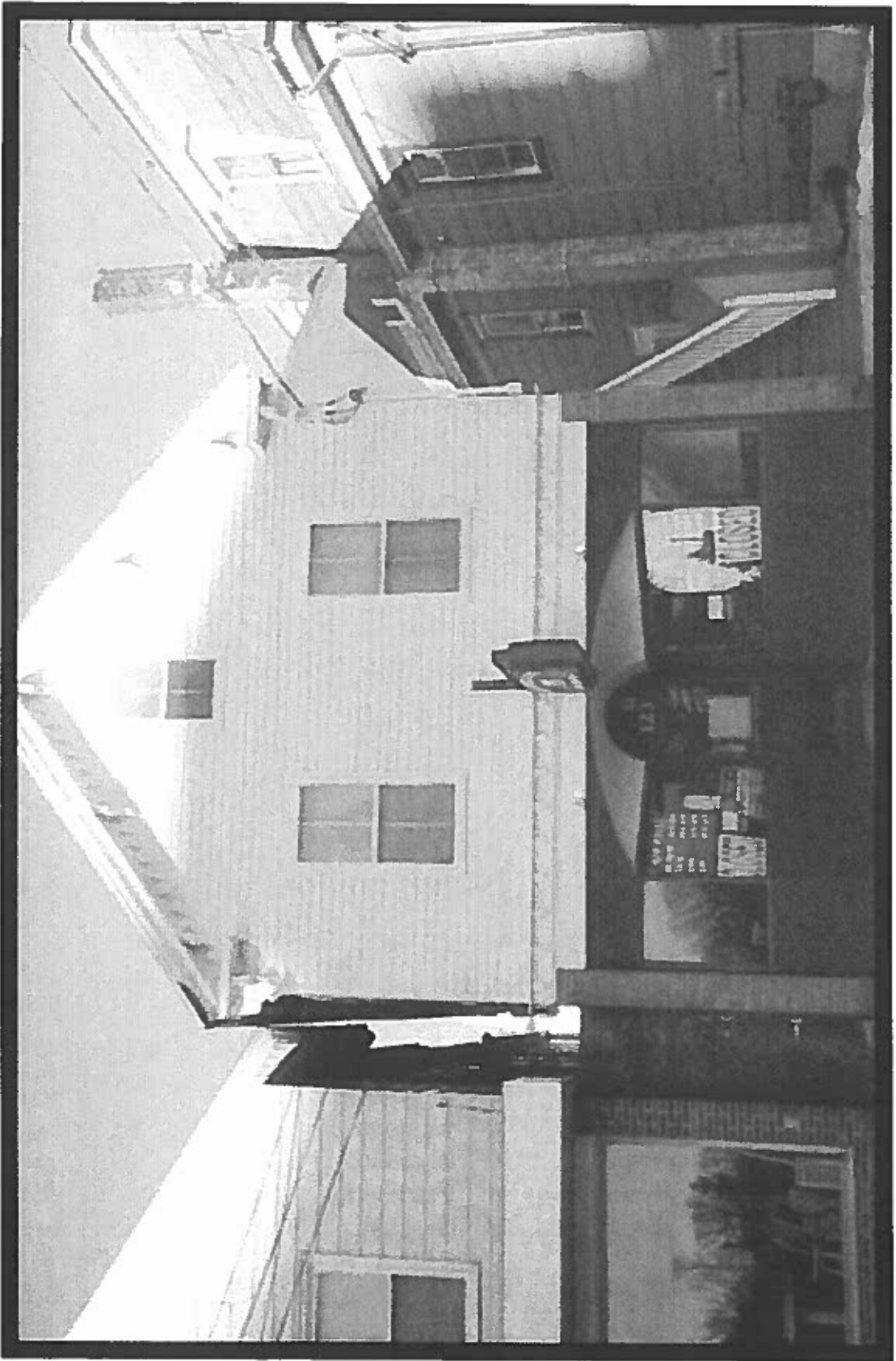
☐ VOID ☐ CORRECTED

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Khaleej Real Estate, LLC 216 72nd St 1 Brooklyn NY 11209 603-609-5156		1 Rents \$	OMB No. 1545-0115 2018 Form 1099-MISC	Miscellaneous Income
		2 Royalties \$		
PAYER'S TIN 81-4972817	RECIPIENT'S TIN 20-0533263	3 Other income \$	4 Federal income tax withheld \$	Copy C For Payer
		5 Fishing boat proceeds \$	6 Medical and health care payments \$	
RECIPIENT'S name Lajoies Aluminum and Vinyl Produc Street address (including apt. no.) 225 Lovell Lake Road City or town, state or province, country, and ZIP or foreign postal code Sanbornville NH 03872		7 Nonemployee compensation \$ 5300.00	8 Substitute payments in lieu of dividends or interest \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2018 General Instructions for Certain Information Returns.
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	
Account number (see instructions)		11	12	
FATCA filing requirement <input type="checkbox"/> 2nd TIN not <input type="checkbox"/>		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$

Form 1099-MISC

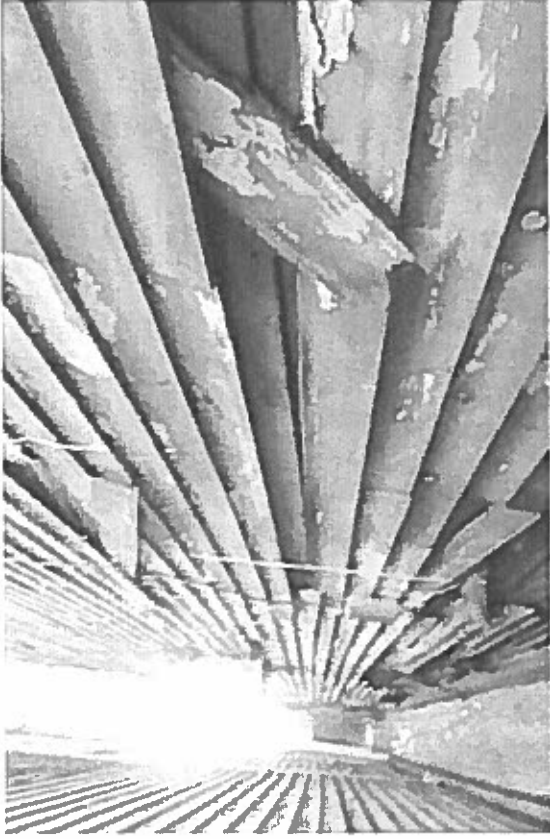
www.irs.gov/Form1099MISC

Department of the Treasury - Internal Revenue Service





**fully depreciated damaged
siding**



roof water is causing damage



wood trim pulling off

Mark Davenport General Contracting
216 72nd St
Brooklyn NY 11209
603-609-5156
markjamesdavenport@gmail.com

Invoice

Description of work	Cost
Updating commercial space at 123 Main St. Installation of floating laminate floor, vinyl tiles, mudding/taping of poor condition sheetrock, painting, trash removal etc.	\$4150
Project management and hiring of additional workers.	
Material cost	\$888
	Total: \$5038

Payable upon receipt. Prompt payment is appreciated!

Mark Davenport General Contracting
216 72nd St
Brooklyn NY 11209
603-609-5156
markjamesdavenport@gmail.com

Invoice

Description of work	Cost
Bathroom/kitchen labor. Updates at 123 Main St #B. Installation of flooring, painting, appliances and other cosmetic work	\$2000
Material cost	\$1543
	Total: \$3543

Payable upon receipt. Prompt payment is appreciated!

Adam Mangold Renovations
539 Senator St
Brooklyn NY 11209

INVOICE FOR WORK COMPLETED

Date of Invoice: 3/16/18

Scope of Work:

General contracting @ 123 Main St #B, Somersworth NH 03878.
Refinishing floors, installing new tile/lino, replacing fixtures, painting and other
misc work

Rate of Pay: \$50p/h.

Total hours worked: \$50

Total due: \$2500

Paid in full, 3/16 and 3/19.

Thanks!

Shanna Saunders

From: Shanna Saunders
Sent: Wednesday, January 23, 2019 11:53 AM
To: 'Mark Davenport'
Subject: CR Tax Relief Incentive App - 123 Main

Hi Mark –

I am in receipt of your CR Tax Relief Incentive App. For 123 Main. The application is not yet complete. We need specific information regarding the work to be completed including estimates of the proposed work. You mention siding, roof, Apt 2 and Comm Space. If you could please submit estimates for the siding and the roof and then a detailed explanation of what work will be done to Apt 2 and the Comm Space, also with estimates.

Once we get this information we will move the application forward to City Council for approval.

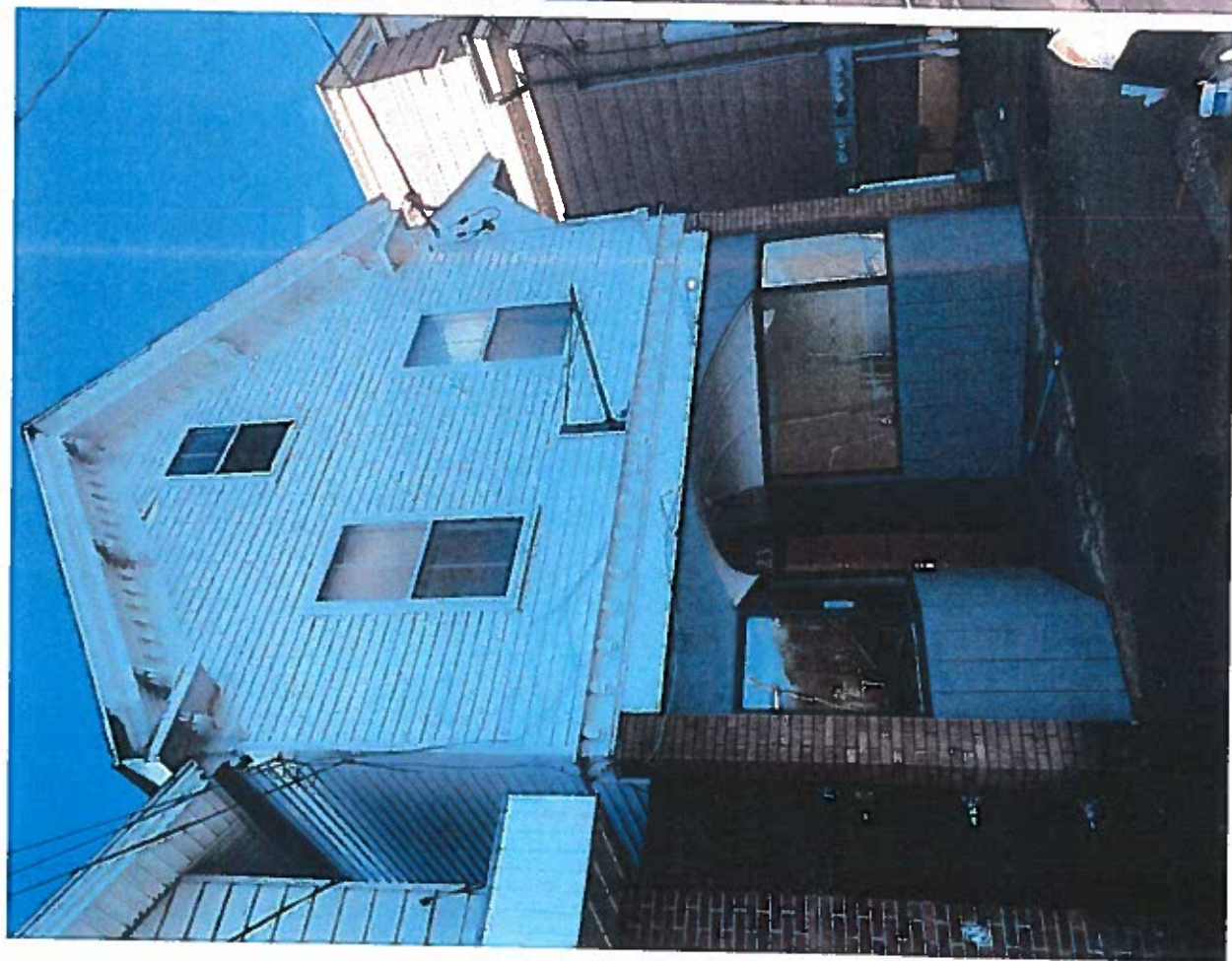
Once we get Council approval we will ask for a \$500 legal escrow to then draw up the covenant documents, have them approved by both parties, and record them at the registry.

PLEASE NOTE: you cannot start work until after Council approval.

Please let me know if you have any questions!
Shanna

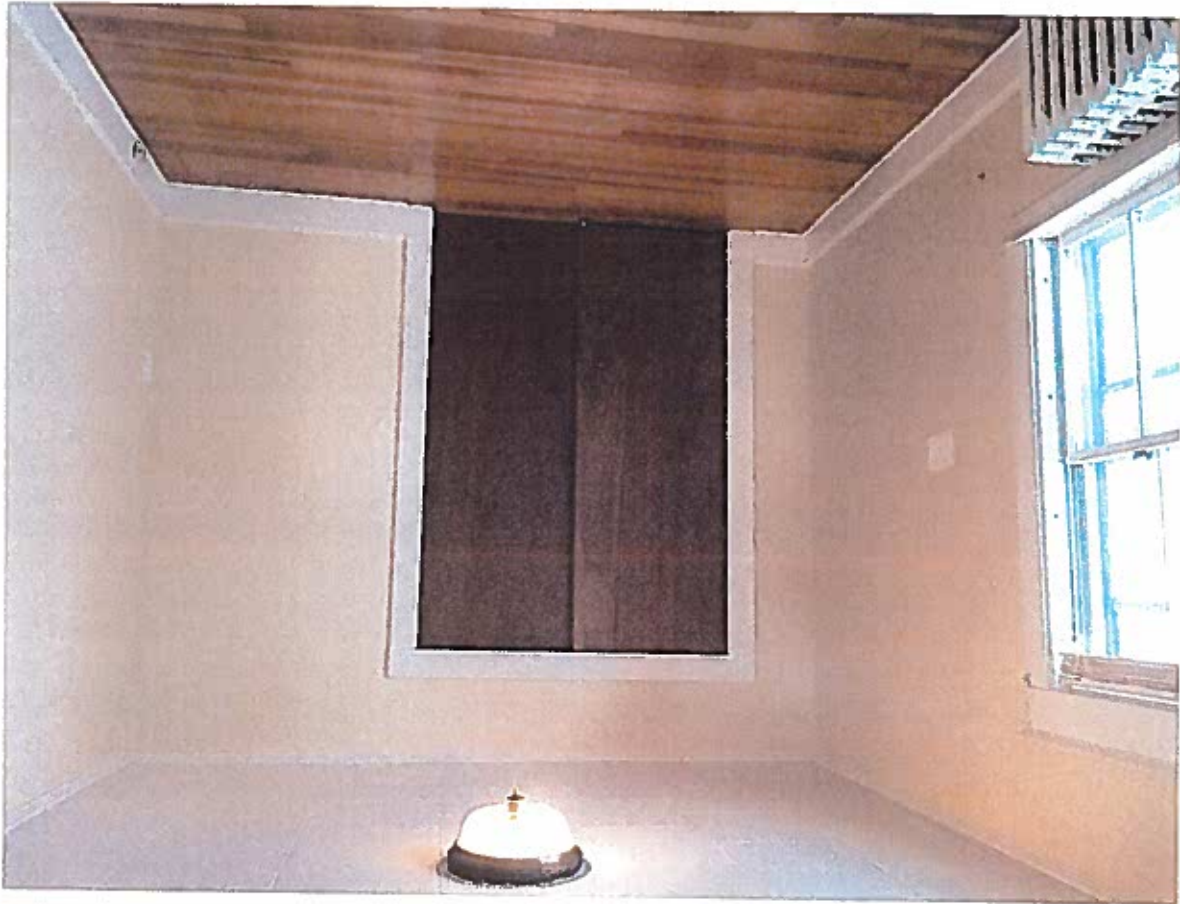
Shanna B. Saunders
Director of Development Services
City of Somersworth
One Government Way, Somersworth, NH 03878
Office: (603) 692-9519
Web: <http://www.somersworth.com>

“Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has.” Margaret Mead









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 or 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.



State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner

Robert L. Quinn, Assistant Commissioner

Richard C. Bailey, Jr., Assistant Commissioner

Homeland Security and Emergency Management

Perry E. Plummer, Director

Jennifer L. Harper, Assistant Director



March 13, 2019

Somersworth, City of
1 Government Way
Somersworth, NH 03878

On June 8, 2018 FEMA declared a Major Disaster (FEMA-4371-DR-NH) for the State of New Hampshire due to Severe Storm and Flooding which occurred on March 13, 2018. This authorized the Public Assistance Grant Program (CFDA # 97.036) for eligible applicants within Rockingham, Strafford, and Carroll counties. The City of Somersworth currently has one project under this disaster that has been deemed eligible for reimbursement. A check or direct deposit to your financial account will be sent *separately* for \$36,097.20, representing the federal share of the total approved eligible costs of your awarded projects.

Included in this correspondence are the following documents for your files:

- Award Summary Sheet
- Project Report:
 - PW 48 – Grants Portal Project 66499

Click the link(s) below to complete additional required documentation.

The City of Somersworth has opted into the PAAP DAC program for all projects completed under FEMA-4371-DR-NH. In order to receive the PAAP DAC payment, you must complete the Project Certification and Completion Report for the PW shown above no later than 5/27/2019.

- [Project Certification and Completion Report](#)

Additionally, you must complete the Federal Funding Accountability and Transparency Act (FFATA) paperwork within 14 calendar days of receipt of this award letter.

- [Federal Funding Accountability and Transparency Act \(FFATA\)](#)

If there are any questions, please contact Fallon Reed, State Coordinating Officer, for assistance at (603) 223-3628 or fallon.reed@dos.nh.gov. All correspondence should be directed to this office.

Sincerely,

A handwritten signature in blue ink that reads "Perry E. Plummer".

Perry E. Plummer
Director

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management

Public Assistance - CFDA #97.036

Award Summary Sheet

Subrecipient Summary

Disaster	FEMA-4371-DR-NH	Funding Code	12320000-500574
Subrecipient	Somersworth, City of	Activity Code	23DR4371PA
Vendor Code	177476-B001	Total Payment:	\$36,097.20

EMMIE PW #48 v0 | Grants Portal Project #66499

Type of Work	Emergency	Work Category	B - Emergency Protective Measures
% Cost Share	75%	CRC Net Cost	\$48,129.60
Invoice Number	4371PA2018P048	Non-Federal Share	\$12,032.40
Type of Project	Small	Federal Share	\$36,097.20

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
JUDITH E. WHITELAW (OF COUNSEL)

TELEPHONE (603) 524-3885

March 14, 2019

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 17-19

Title: **FY 2019-2020 BUDGET**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced ordinance, after it passed a first reading. 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: 3/16/19

By: 

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
NAOMI N. BUTTERFIELD
JUDITH E. WHITELAW (OF COUNSEL)

TELEPHONE (603) 524-3885

March 14, 2019

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 33-19

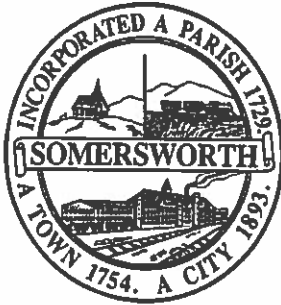
Title: TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH
WASTEZERO OF RALEIGH, NORTH CAROLINA TO DISTRIBUTE
SPECIALLY MARKED BAGS TO AUTHORIZED VENDORS AS
PART OF THE CITY'S PAY-PER-BAG PROGRAM

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: 3/14/19

By: 



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: March 12, 2019

Re: **Monthly Report**

Finance Department:

- Met with City Manager and Department Heads on FY19 budget proposal. Worked on budget document.
- Assisted in preparation of the State of the City Address.
- Bids:
 - Millennium Field – received March 7th
 - Pavement Condition Assessment – due March 14
 - Fire Station RFP – currently drafted and under review

City Clerk:

- Prepared for and took minutes at two scheduled City Council meetings, and standing committee meetings during the month.
- Total receipts for the month were \$4,957.
- Permits:
 - Girl Scout Troop 51553 – 2/6/2019 – Wal-Mart
 - Girl Scout Troop 51553 – 2/6/2019 – Market Basket
 - Girl Scout Troop 10366 – 2/8/2019
 - Girl Scout Troop 59219 – 2/8/2019
 - Girl Scout Troop 10013 – 2/14/2019
 - Girl Scout Troop 12325 – 2/19/2019
 - Girl Scout Troop 59447 – 2/22/2019

Tax Collector:

- Motor vehicle registrations were a total of \$143,199 during the month.
- Collected \$4,872 for Municipal Transportation Fund during month.
- Total receipts for the month were \$1,311,424.

Library

- The State of New Hampshire annual report was completed and submitted.
- The Library provided 8 story time programs and one book discussion group.
- The Library recorded 2,290 visits for the month.

Human Services:

- Total assistance for the month was \$8,235. That compares to \$19,991 for the month of January 2019 and \$5,467 for February 2018.
- 2 new cases were opened compared to 7 in 2018.
- 12 cases were approved for varying levels of assistance, with 2 denials. 14 cases were referred to other agencies for support.

Information Technology

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

Assessing

- Sent out letters to all properties with Veteran's credits to verify they still qualify.
- Sent out letters to all properties with Elderly exemptions to re-qualify them.
- Field checked properties with permits, and properties that have recently sold.

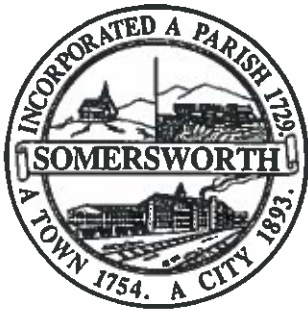
<u>Account</u>	<u>Budget</u>	<u>YTD Exp</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Exp</u>	<u>Estimated</u> <u>Mar - Jun</u>	<u>Estimated</u> <u>Year End</u>
General Fund							
Elected Leadership							
Mayor-Council	\$28,406	\$15,739	\$0	\$12,667	55.41%	\$11,838	\$829
Civic Promotions	\$17,904	\$7,379	\$500	\$10,025	44.01%	\$4,550	\$5,475
Community Support	\$101,780	\$74,460	\$0	\$27,320	73.16%	\$27,321	\$0
Total Elected Leadership	\$148,090	\$97,578	\$500	\$50,013	66.23%	\$43,709	\$6,305
City Management							
City Manager	\$372,036	\$259,445	\$0	\$112,591	69.74%	\$120,946	(\$8,355)
Administration	\$113,779	\$75,318	\$0	\$38,461	66.20%	\$17,810	\$20,651
Total City Management	\$485,815	\$334,763	\$0	\$151,052	68.91%	\$138,756	\$12,296
Finance and Administration							
Finance Department	\$364,772	\$248,116	\$1,100	\$115,556	68.32%	\$118,950	(\$3,394)
City Clerk	\$138,442	\$94,692	\$0	\$43,750	68.40%	\$43,473	\$277
Elections	\$17,500	\$17,528	\$0	(\$28)	100.16%	\$0	(\$28)
Tax Collector	\$212,606	\$154,729	\$0	\$57,877	72.78%	\$68,994	(\$11,117)
Human Services	\$213,045	\$140,022	\$0	\$73,023	65.72%	\$67,840	\$5,183
Library	\$259,422	\$155,604	\$5,952	\$97,866	62.28%	\$80,936	\$16,931
Total Finance and Administration	\$1,205,787	\$610,690	\$7,052	\$388,045	67.82%	\$380,193	\$7,852
Development Services							
Planning	\$298,401	\$209,026	\$0	\$89,375	70.05%	\$89,056	\$319
Economic Development	\$28,971	\$4,532	\$21,888	\$2,551	91.19%	\$2,476	\$75
Code Enforcement	\$204,101	\$103,154	\$0	\$100,947	50.54%	\$62,071	\$38,876
Assessing	\$176,198	\$76,063	\$14,948	\$85,187	51.65%	\$92,563	(\$7,376)
Recreation	\$225,308	\$133,467	\$977	\$90,864	59.67%	\$88,653	\$2,211
City Hall	\$150,796	\$73,453	\$0	\$77,343	48.71%	\$70,096	\$7,247
Total Developmental Services	\$1,083,776	\$599,695	\$37,812	\$446,268	58.82%	\$404,916	\$41,352

*Year End Budget Projections
provided to the Finance
Committee*

3/13/19 BS

<u>Account</u>	<u>Budget</u>	<u>YTD Exp</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Exp</u>	<u>Estimated</u> <u>Mar - Jun</u>	<u>Estimated</u> <u>Year End</u>
Police							
Police Administration	\$429,790	\$313,987	\$835	\$114,968	73.25%	\$114,407	\$561
Patrol	\$2,156,672	\$1,410,522	\$0	\$746,150	65.40%	\$659,083	\$87,067
Investigations	\$758,941	\$435,167	\$0	\$323,774	57.34%	\$243,088	\$80,686
Police Support	\$445,888	\$312,196	\$0	\$133,692	70.02%	\$131,325	\$2,367
Traffic	\$29,736	\$15,105	\$0	\$14,631	50.80%	\$9,900	\$4,731
Prosecution	\$136,530	\$91,077	\$0	\$45,453	66.71%	\$43,925	\$1,528
Total Police	\$3,957,557	\$2,578,055	\$835	\$1,378,667	65.16%	\$1,201,728	\$176,939
Fire							
Fire Administration	\$214,825	\$154,086	\$0	\$60,739	71.73%	\$66,212	(\$5,473)
FireFighting	\$1,919,162	\$1,305,823	\$5,738	\$607,601	68.34%	\$595,124	\$12,477
Total Fire	\$2,133,987	\$1,459,909	\$5,738	\$668,340	68.68%	\$661,336	\$7,004
Public Works and Utilities							
Public Works Admin	\$1,244,180	\$857,390	\$0	\$386,790	68.91%	\$380,868	\$5,922
Street Maintenance	\$1,627,083	\$748,538	\$10,172	\$868,372	46.63%	\$856,846	\$11,526
Snow Removal	\$157,600	\$112,188	\$23,689	\$21,723	86.22%	\$31,189	(\$9,466)
Street Lighting	\$107,607	\$64,380	\$1,377	\$41,850	61.11%	\$34,800	\$7,050
Equipment Maintenance	\$74,257	\$51,139	\$0	\$23,118	68.87%	\$24,800	(\$1,682)
City Engineering	\$116,537	\$76,562	\$1,016	\$38,959	66.57%	\$42,402	(\$3,443)
Buildings and Grounds	\$39,550	\$24,723	\$4,714	\$10,113	74.43%	\$9,882	\$231
Cemetery	\$11,381	\$5,276	\$0	\$6,105	46.36%	\$5,920	\$185
Solid Waste Collection	\$160,251	\$136,341	\$0	\$23,910	85.08%	\$97,590	(\$73,680)
Total Public Works	\$3,538,445	\$2,076,538	\$40,968	\$1,420,939	59.84%	\$1,484,296	(\$63,357)

<u>Account</u>	<u>Budget</u>	<u>YTD Exp</u>	<u>Encumbrance</u>	<u>Balance</u>	<u>% Exp</u>	<u>Estimated</u> <u>Mar - Jun</u>	<u>Estimated</u> <u>Year End</u>
Capital Expenses							
Transfer to Debt Service	\$737,041	\$737,040	\$0	\$1	100.00%	\$0	\$1
Capital Leases	\$412,277	\$271,412	\$0	\$140,865	65.83%	\$140,864	\$1
Transfer to Other Capital Funds	\$103,598	\$103,598	\$0	\$0	100.00%	\$0	\$0
Total Capital Assets	\$1,252,916	\$1,112,049	\$0	\$140,867	88.76%	\$140,865	\$2
Other Expenses							
Contingency	\$85,800	\$16,157	\$0	\$69,643	18.83%	\$5,000	\$64,643
Intergovt Transfers	\$2,382,236	\$2,382,236	\$0	\$0	100.00%	\$0	\$0
Total Other Expenses	\$2,468,036	\$2,398,393	\$0	\$69,643	97.18%	\$5,000	\$64,643
Capital Outlay							
Total Capital Outlay	\$216,163	\$75,579	\$2,586	\$137,999	36.16%	(\$499)	(\$499)
TOTAL CITY GENERAL FUND	\$16,490,572	\$11,543,249	\$95,491	\$4,851,832	70.58%	\$4,460,299	\$252,536



Department of Development Services

Date: February 28, 2019

From: Shanna B. Saunders

Director of Planning & Community Development

Re: February 2019 Monthly Report

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

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

And attended the following Special Meetings:

- SRPC Transportation Advisory Committee – February 1
- NH Planner's Association – February 22
- Economic Development Committee – February 13
- Recreation Committee February 13

Building and Health Departments:

Major Building Permits Applied for in February Construction Costs and Fee

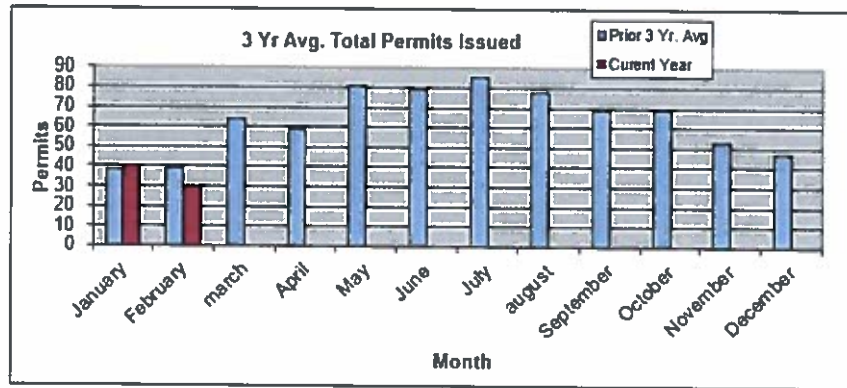
Address		Construction cost	Fee
99	High	\$5,000.00	\$50.00
65	Green	\$80,000.00	\$650.00
4	Cattalil Circle	\$174,000.00	\$1,402.00

Minor Building Permits Applied for in February 2019

	Address	Construction cost	Fee
164	West High	\$12,000.00	\$106.00
350	Rt. 108	\$2,800.00	\$32.40
300	High	\$70,000.00	\$570.00
25	Lincoln	\$10,300.00	\$92.40
30	Lincoln	\$20,000.00	\$210.00
64	Winter	\$1,989.00	\$25.91
32	River	\$5,400.00	\$96.40
30	Prospect	\$7,200.00	\$67.60
13	Water	\$2,300.00	\$34.00
59	Waltons Way	\$582,950.00	\$4,660.00
76	Salmon Falls Rd	\$15,000.00	\$130.00
43	Buffumsville Rd	\$5,000.00	\$50.00

Permit Receipts

	2017	2018	2019	DIFFERENCE this year to last	% OF CHANGE
January	\$15,262.40	\$12,784.00	\$2,867.72	-\$9,916.28	-16.2%
February	\$9,264.40	\$4,087.20	\$14,299.00	\$10,211.80	-55.9%
March	\$23,362.82	\$5,307.00	\$0.00	N/A	
April	\$6,935.89	\$7,899.24	\$0.00	N/A	
May	\$11,780.49	\$8,966.00	\$0.00	N/A	
June	\$10,058.40	\$7,652.50	\$0.00	N/A	
July	\$5,776.84	\$7,621.00	\$0.00	N/A	
August	\$9,724.60	\$4,329.00	\$0.00	N/A	
September	\$7,400.00	\$3,039.60	\$0.00	N/A	
October	\$6,460.00	\$7,291.00	\$0.00	N/A	
November	\$8,584.44	\$19,126.00	\$0.00	N/A	
December	\$2,621.00	\$14,154.00	\$0.00	N/A	
Year total	\$117,231.28	\$102,256.54	\$17,166.72	\$295.52	
Difference of chan	\$117,231.28	\$16,871.20	\$17,166.72	\$295.52	1.8%



Total Permits

ROW		2017	2018	2019	DIFFERENCE this month to last year's month	% OF CHANGE
4	January	51	29	40	40	27.5%
5	February	36	31	29	29	-6.9%
6	March	79	43	0	N/A	0.0%
7	April	58	62	0	N/A	0.0%
8	May	99	84	0	N/A	0.0%
9	June	94	65	0	N/A	0.0%
10	July	75	91	0	N/A	0.0%
11	August	88	67	0	N/A	0.0%
12	September	83	66	0	N/A	0.0%
13	October	77	73	0	N/A	0.0%
14	November	61	50	0	N/A	0.0%
15	December	49	38	0	N/A	0.0%
16						
17	YTD Total	850	689	69	9	-90.0%

Property Maintenance

CN – Courtesy Notice
 VN – Violation Notice
 Complaint – Summons filed with Court

Location		Complaint Type	Date of Complaint	Notifications Issued	Status
19	Crest Drive	Grass	9/27/18	CN, VN	COMPLETED
82	High	Housing Violations	3/22/18	CN	COMPLETED
11	Rocky Hill Rd	Housing Violations	7/17/18	CN	COMPLETED
87	Franklin	PMV	9/6/18	CN, VN	COMPLETED

9	Guy Street	Grass	10/8/18	CN	COMPLETED
24	Indigo Hill	Grass	10/8/18	CN	COMPLETED
47	Union	Trash/Roof	10/8/18	CN	COMPLETED
417	Old Rochester Road	Grass	10/10/18	CN	COMPLETED
39	Rocky Hill Road	Dumpster	10/25/18	CN, VN, Complaint	COMPLETED
203	Green Street	Trash	12/27/18	CN, VN	COMPLETED
300	High	Trash	12/28/18	CN, VN	COMPLETED
85	Main Street	Dumpster	12/28/18	CN, VN	COMPLETED
261	Main	Rubbish	1/14/19	CN	COMPLETED
27	Prospect	Rubbish	1/14/19	CN	COMPLETED
7-9	Walnut	Trash	1/14/19	CN	COMPLETED
17-31	Market	Trash	1/17/19	CN	COMPLETED
2	Rita Rd	Trash	1/18/19	CN	COMPLETED
20-22	Spring	Trash	1/18/19	CN	COMPLETED
71	Franklin	Trash	2/6/19	CN	COMPLETED
9-11	Beacon	Trash	2/11/19	CN	COMPLETED
9	Silver	Trash	2/11/19	CN	COMPLETED
2	Tates Brook Rd	Couch	2/11/19	CN	COMPLETED
33-35	Green	Trash	2/14/19	CN	COMPLETED
3	Walnut	Trash	2/15/19	CN	COMPLETED
10-12	School	Rubbish	Unknown	CN, VN	COMPLETED
9	Silver	Trash	Unknown	CN, VN	COMPLETED
5	Alicia	Trash	1/17/19	CN, VN, Complaint	PENDING
194	Green	Dilapidated Handrail	2/11/19	CN	PENDING
203	Green	Trash	2/13/19	CN, VN	PENDING
15-17	Grove	MPV	2/11/19	CN, VN	PENDING
21	Grove	Permit Violation	2/23/18	CN, VN, Complaint	PENDING
20	Indigo Hill Rd	Protective treatments	5/31/18	CN, VN	PENDING
109	Maple	Housing Violations	2/21/18	CN	PENDING
75	Maple	Trash	2/8/19	CN, VN	PENDING
204	Maple	Trash	2/11/19	CN	PENDING
1	Quarry	Trash	2/19/19	CN	PENDING
8	Tates Brook Rd	Trash	2/11/19	CN	PENDING
24	Washington	Unregistered Vehicles	2/14/19	CN	PENDING
188	High	Trash	2/21/19	CN	PENDING

223	High	Trash	2/21/19	CN	PENDING
282	High	Trash	2/21/19	CN	PENDING
42	Pleasant	Trash	2/21/19	CN	PENDING
257-259	High	Trash	2/21/19	CN	PENDING
20-22	Spring	Trash	2/21/19	CN	PENDING
377	Old Rochester Rd.	Trash	2/22/19	CN	PENDING

Property Maintenance Work Report

- In the month of February, 2019, twenty-six (26) open matters became compliant and were closed, six (6) of which were opened in February, the rest being opened in months prior.
- In February 2019, the Code Compliance Office issued:
 - Twenty-five (25) Courtesy Notices;
 - Seven (7) Violation Notices; and
 - Three (3) Citation/Summons' with the Court
 - City v. Clough – Settled.
 - City v. Roach – City will be moving for Default Judgment soon.
 - City v. Tremblay – Hearing date scheduled for 03/11/19.

Land Use Boards:

Conservation Commission February 2019:

During the meeting the Commission reviewed the following:

- Rubbish Removal – Malley Farm
- Alternate Land Conservation options
- Wildlife Inventory Maps

Historic District Commission February 2019:

The Board reviewed the following at their February meeting:

- Sai Real Estate, 103 Main Street, in the Business Historic (BH) District, Assessor's Map 10, Lot 187, HDC # 05-2019. Application for a certificate of appropriateness to replace trim around windows and doors was approved with the stipulation that the trim be wood and it be painted.
- Walter M. Unger 18 Highland Street, in the Historic Moderate Density (HMD) District, Assessor's Map 11, Lot 42, HDC # 06-2019. Application for a certificate of appropriateness to remove and replace existing deck and stairs was approved.

Planning Board February 2019:

The February meeting was canceled due to no applications.

Zoning Board February 2019:

The Board reviewed the following at their February meeting:

- Monroe Muffler Brake, Inc. 497 High Street, in the Residential Commercial (RC) District, Assessor's Map 90 Lots 54C and 54CC, ZBA# 01-2019. Application for a variance from Table 5.A.1 of the Zoning Ordinance to place a structure within side setbacks was **granted** with the following conditions: The enclosure must be per the submittal including in size, shape, and color
- 200 Main Street LLC, 200 Main Street, in the Mill Yard (MY) District, Assessor's Map 09, Lot 282, ZBA # 02-2019. Application for a variance from Table 4.A.1. superscript 2 of the Zoning Ordinance to allow new residential use on the first floor was **granted** with the following conditions: The approval is limited to the building described in the application & the existing footprint.

Economic Development – February 2019

- **Upcoming Roundtables:**
 - Downtown: 3-14-19 @ 8:30
 - BIBED (Bankers-Investors- Brokers & E.D.): 4-18-19 @ 8:30
- **New Vacancy: Site for sale and/or lease (meetings and conversations)**
 - ✓ All Dolled Up: 8 Government Way
 - ✓ Chinburg: 22 Canal Street (3 vacancies)
 - ✓ Sole City (Back Side): 187 – Route 108
 - ✓ Financial Planner: 90 High Street
 - ✓ Jasmine's Journey: 90 Market
 - ✓ Laney's: 45 Washington St
- **Vacant space filled with new tenants and/or new tenants in process**
 - ✓ Cozy Nest: 60 High Street
 - ✓ Moon Spa: 62-70 High Street
 - ✓ Teased Hair Shop: 67 High Street
 - ✓ 1886 Barber Shop: 4 Main Street
 - ✓ 9th Network: 103 Main Street
 - ✓ Burgers on Main Street (BOM - Burger): 6 Main Street
 - ✓ Gravy: 230 High Street
- **Potential tenant/ business - exploring/considering Somersworth**
 - ✓ Charter Art & Music School
 - ✓ Art Studio w/retail space
 - ✓ Audio installation

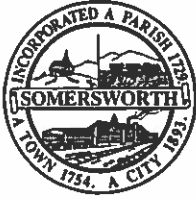
- **Marketing and Brand Identity**
 - ✓ Working with new Marketing Firm: Open the Door- Christina Pappas
 - ❖ Logo/Brand/Identity/continuity
- **Community Advocacy**
 - ✓ Great Falls Economic Development Corporation - BOD
 - ✓ Skyhaven Airport – BOD (Terminal 5 Leased)
 - ✓ CTC Internship - Advisory (Internships beginning)
- **Miscellaneous**
 - ✓ 32 business *drop-off info* visits: ERZ application deadline (2-10-19)
 - ✓ 15 business *drop-off info* visits : Route 108 Listening Session
 - ✓ 5 route 108 ERZ Applications accepted/approved
 - ✓ Introduced new Chamber Exec (Amanda Gazlay) to all Seacoast Chamber Exec's, BIA President, CEO, and former Main St Exec

Parks and Recreation – February 2019

- Our Travel Basketball teams will be finishing their seasons competing in various Seacoast tournaments. The tournaments are a great way for the teams to showcase what they've been practicing and to compete at a high level against surrounding Seacoast teams. This year our 5/6 grade and 5th grade boys' teams will compete in the Frosty Tournament, Kittery Tournament, and the Rochester Tournament. Our 3/4 grade boys will compete in the Kittery Tournament in March.
- Our Biddy Basketball program is going very well with 35 children participating between the ages of 3-6 years old. This program is coached by the Rec Supervisor and a handful of parent volunteers. This program is designed to teach the very basic skills of basketball through a series of fun games. Our goal is to allow children to learn new skills, have fun, meet new friends, and get some exercise during the winter months.
- Our annual Father/Daughter Valentine's Dance was held on Thursday, Feb. 7th at Idlehurst. The dance was very successful with nearly 300 attendees who danced the night away and enjoyed desserts and treats. This year we had a professional photo booth company set up in the Music Room behind the Café at Idlehurst. Each couple got to take photos in the booth choosing from hundreds of fun props provided by True Attitude Photo Booth. The photo booth was a huge hit as all couple got to take home the photos. We received many comments from parents that the dance was one of their favorites yet!
- The Frosty Basketball Tournament was held Wednesday, February 13- Sunday February 17. This double elimination tournament is for 5/6 grade girls' and boys' teams in the Seacoast area. Somersworth Recreation co-hosted this tournament with the Boys High School Basketball Boosters and the revenue generated will be used to fund our end of season

banquet and gifts for players and coaches in March. The tournament was a big success with 18 teams playing.

- Staff are busy updating the 2019 Summer Camp documents and planning the field trip locations for both Kids Camp and Trends Camp. We're also updating forms for the spring Granite State Track and Field program offered to children ages 9-14. Registration will open in March for both programs.
- We have started advertising for Summer Camp Counselors and the Park Maintenance Worker positions. We'll be accepting applications until all positions are filled. We also have several Summer Camp employees returning for the 2019 season.



MEMORANDUM from Director Public Works & Utilities

TO: Robert M. Belmore, City Manager

DATE: March 13, 2019

SUBJECT: Public Works Department Monthly Report for February, 2019 – March, 2019

FROM: Michael Bobinsky, Director of Public Works & Utilities

DIRECTOR'S COMMENTS

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

- Met with Wright-Pierce Engineers on complete street design work to date; received a draft schedule update that focuses on completing the design work for Cemetery Road by end of this summer following a public process and City Council approval.
- Continued progress with the TAP grant sidewalk project and preliminary design work is in review by NHDOT officials
- Completed review of the Request for Proposals for the CMAQ traffic signal improvements project. RFQ is in review by NHDOT officials
- Met with City of Dover officials on the construction of the Dover-Somersworth water interconnect project. Met with project engineers on construction schedule, layout and tree removal plans for Willand Pond where the new line will be installed
- Met with staff and a contractor on plans to remove trees within the City's 16" water main at the Willand Pond/Rt.108 easement for maintenance access purposes; made recommendations to have selected trees removed within the City's easement
- Completed review/recommendations of the needed booster pump for the Dover - Somersworth water interconnect.
- Hosted the annual Salmon Falls Watershed Summit meeting at City Hall-Council Chambers
- Staff participated in a meeting with EPA and DES on future nitrogen discharge limits affecting the City's WWTF discharge permits
- Participated in monthly SRPC Policy Meetings

HIGHWAY DIVISION

Operations/Maintenance:

- Performed weekly city trash bag deliveries
- Performed monthly metal collections
- Performed maintenance and repairs to city equipment
- Performed Pothole patching city wide
- Performed preventative cleaning and greasing on trucks, plows, and salters.
- Filled School salt barrels after snow events
- Installed street signs that had been damaged or stolen
- Responded to 11 winter events
- Performed snow removal on selected streets downtown
- Pre placed barricades for street closure for flag changing at Citizens Place
- Performed road side debris collection along city streets from items blown out of residential bins

Cemetery:

- Participated in monthly meeting the Cemetery Trustees

Water Distribution Support:

- Assisted Water Division with a water break on River Street

Sewer Collections Maintenance:

- Responded to possible sewer back up on Interstate Drive
- Responded to 10 Digsafe requests

WASTEWATER DIVISION**Operations/Maintenance:**

- Operating under the (A2O) process mode which is used during our winter season limits. This process primarily focuses on removing ammonia nitrogen.
- Laviolette Controls has completed the SCADA upgrade for the Blackwater Rd pump station. This is now fully monitored along with Hawthorne Circle pump station and the WWTF. The Main St pump station will be next to go live followed by West High St bringing us to 100% of our mechanical operations being monitored remotely through SCADA.
- Underwent a full energy audit sponsored by NHDES which included the treatment facility as well as the pump stations. This was a two-day evaluation and focused on electric and heating fuel usage. NH-DES along with Process Energy Services out of Londonderry, NH conducted the audit. A full report with recommendations is expected within the month.
- The Water Division repaired a broken water line feeding the influent headworks building at the WWTF. This is a crucial line which serves the screenings and grit removal systems.
- Treated a total of 3,500 gallons of septage from residents not on city sewer.

Compliance:

- Prepared monthly reports to US-EPA and NH-DES.
- Reported no permit exceedances for the month of February.
- Treated a total of 43-million gallons of wastewater during the month.

Capital Improvements Plan Items:

- Blackwater Rd pump station upgrade – Both substantial and final completion certificates have been signed. Submitted a formal warranty claim on the leaking check valves on both pumps. Water Industries has notified us of a resolution which includes replacing the packing with an O-ring system. We are now waiting for the repair kits to be installed. Submitted a second warranty claim on the heating system due to cold temperatures inside the building. Several operating changes to the system have been implemented and have improved the building temperature. We will likely ask for a warranty extension into the next heating season.

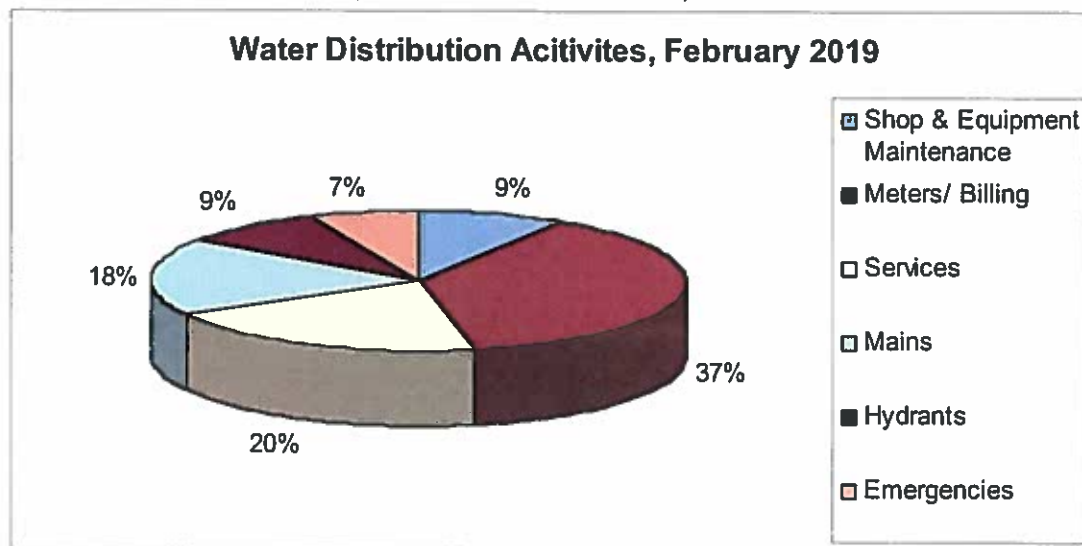
WATER DIVISION**Items completed this month:**

- Bacteria's and TOC's water quality tests were completed
- Pumped 31,682,969 gallons of raw water
- Filtered and pumped to the city 29,657,969 of finished water
- Completed Quarter # 1 D/DBP sampling
- Completed service on train #1
- Repaired boiler relief as per safety inspection
- Met with apex construction regarding train scraper repair

- Rebuilt polymer pump's for train # 1
- Investigated polymer make-up system strength issue
- Assisted distribution with water main break on River St
- Began spring preps chemical containment cleaning/ overhaul
- Repaired leaks on tank fill lines

WATER DISTRIBUTION

- Water Distribution operators responded to 44 non-emergency service requests and customer service calls.
- Operators completed leak surveys along High Street, Route 108, Green Street and Main Street.
- Operators repaired a water main near 44 River Street.
- An aging hydrant at 202 High Street was rebuilt and put back into service.



CITY ENGINEER

- Participated in a pre-construction meeting for the water interconnection between the City of Somersworth and City of Dover, and attended the first bi-weekly construction meeting
- Attended the annual meeting of the Salmon Falls River Watershed Collaborative, which was hosted at the Somersworth City Hall this year.
- Attended a meeting with the EPA and DES on a proposed alternative wastewater permitting process for nitrogen.
- Attended a monthly Seacoast Stormwater Coalition meeting pertaining to upcoming stormwater regulations
- Provided input to the development of the new Fire Station RFP
- Continued to coordinate with Brox on plans for paving in spring 2019.
- Issued two driveway permits



City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



Keith E. Hoyle
Fire Chief & Emergency Management Director
khoyle@somersworth.com

Business: (603) 692-3457
Fax: (603) 692-5147
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FEBRUARY 2019 MONTHLY REPORT

EMERGENCY ACTIVITIES

Building Fires:	7
Vehicle Fires:	0
Outside Fires:	0
Emergency Medical:	58
Motor Vehicle Crash:	6
Malfunction/false alarm:	4
Accidental/public service:	38
Hazardous Condition:	11
Hazardous Materials:	5

NON-EMERGENCY ACTIVITIES

Burning Permits:	7
Fireworks Permits:	1
Oil Burner Permits:	0
Place of Assembly Permits:	0
Fire Safety Inspections:	3
Fire Drills:	3

CALLS FOR SERVICE

- We responded to 37 more emergency calls this February (129) than in February 2018 – an increase of 40%.
- We responded to mutual aid fires in Dover, Hampden and Berwick ME (3).
- Small kitchen fire at 14 Myrtle Street and stove fire at 35 Rouleau Drive caused minor damage.
- Windy conditions on Feb. 25 and 26 caused many wires and tree limbs to fall.
- American Ambulance continues to provide excellent EMS services to the city with an average response time that is approximately 4 and a half minutes.

PLANNING/PROJECTS/GRANTS

- Attended pre-construction meetings for the old Fairpoint building: Tara Fields: and the architects for the Green Street condos.

- Prepared materials for the “State of the City” address.
- New Air/Rehab truck due to be delivered on February 28th or March 1st (FEMA FIRE Act grant).
- Met with architects for the new Maplewood School renovation project.
- Annual aerial ladder test performed and the truck passed.
- Attended “Food Truck” meeting.
- Contacted USDA about possible fire equipment grants.
- Reviewed fire station RFP for engineer as prepared by Finance Director.

TRAINING/MEETINGS

- We continue to train 4 new career firefighters on shift.
- Personnel attended MRI machine training.
- Personnel received chain saw maintenance training.
- Lt. Spinney and F/F Roub produced and delivered a dispatcher training session at the Police Department.
- Attended SRTC: “9-1-1” Committee and Seacoast Chiefs monthly meetings.

COMMUNITY SERVICE

- Attended new Chamber of Commerce Executive Director welcome.
- Attended volunteer appreciation dinner.

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

Bob Belmore

EMS

From: Bob Belmore
Sent: Tuesday, March 12, 2019 3:50 PM
To: 'Councilor Dale Sprague (dsprague@somersworth.com)'; 'Councilor David Witham (dwitham@somersworth.com)'; 'Councilor Don Austin'; 'Councilor Edward Levasseur (ELevasseur@somersworth.com)'; 'Councilor Martin Dumont (madumont@somersworth.com)'; 'Councilor Richard R. Michaud (rmichaud@somersworth.com)'; 'Ken Vincent (thevince@comcast.net)'; 'Martin Pepin (mpepin@comcast.net)'; 'Mayor Dana Hilliard'; 'Nancie Cameron (ncameron@somersworth.com)'
Cc: Brenda Breda
Subject: American Ambulance - new ownership

Dear Mayor and Councilors,

I want to inform you that American Ambulance, our EMS provider, has recently been purchased by Stewarts EMS. Stewarts is a NH Company, headquartered in Meredith, NH.

My understanding is that they will continue to operate at the same location with the same equipment and virtually all present staffing remaining in place, additionally they will also be operating under the American Ambulance name for the time being. The same terms and conditions remain valid in our current EMS contract including response time requirements.

The CEO, Justin Van Etten did offer this quote to share, "We are honored and excited to be serving the City of Somersworth. Our Director, Paul Robidas, is even more excited to be back helping his friends and neighbors" Mr. Van Etten also stated that Stewart's is one of the oldest EMS agencies in NH and that they have been serving many of their communities continuously for over four decades.

The Public Safety Committee will be meeting later this month to discuss our EMS provider and our present contract.

Please call me with any questions.
Sincerely, Bob

Robert M. Belmore, ICMA-CM
City Manager

City of Somersworth, NH
One Government Way
Somersworth, NH 03878

(603) 692-9503
bbelmore@Somersworth.com
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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: March 1, 2019
Subject: Monthly Report – Month of February 2019

Bob:

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

COMMUNITY POLICING:

- Coffee with a Cop: On 2/26/19 another successful Coffee with a Cop was held at Teatotalers.

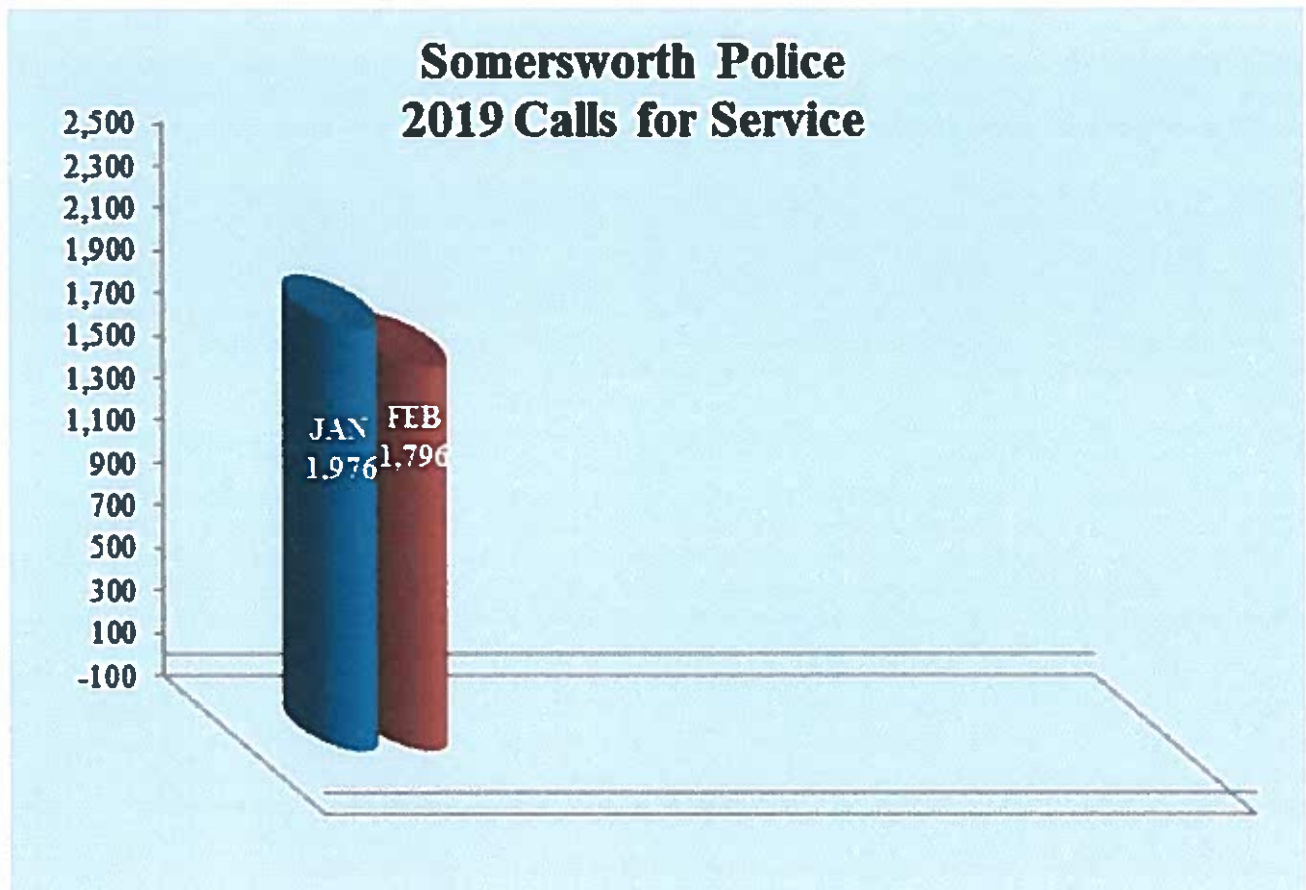


- SRO Fuller was involved in the Health and Safety Day at Maplewood Elementary School that was organized by the PTA.

OTHER: The State of New Hampshire installed a new Intoxilyzer 9000 at the PD. Officers have taken training and are certified in it's use.

TRAINING: Personnel received training in: Intoxilizer 9000 Training and Physical Fitness Testing-Administering.

STATISTICS:



Month	2019	2018
January	1,976	2,085
Feb	1,796	1,878
March		2,215
April		2,452
May		2,409
June		2,406
July		2,174
August		2,238
Sept		2,263
Oct		2,123
Nov		2,055
Dec		1,936
TOTAL	3,772	26,234