

*Office of the City Manager*

TO: Mayor Dana S. Hilliard and City Council Members  
FROM: Robert M. Belmore, City Manager  
DATE: Friday, March 3, 2023  
SUBJECT: City Manager's Report for Monday, March 6, 2023 City Council Meeting

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*6:30 p.m. Non-meeting – Union Negotiations*

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*Old Business (under Section 15 of Agenda)*

Ordinances

- A. **Ordinance No. 15-23: To Amend Chapter 34, Exemptions and Credits, Section 34.2, Veterans' Property Tax Credit.** Again, this housekeeping item aligns with House Bill 1667 that passed in June of 2022. In addition, if we don't re-adopt this tax credit, the City will revert to the \$50 standard Veterans' Credit.
- B. **Ordinance No. 16-23: Supplemental Appropriation for Sidewalk Improvements.** Again, Public Works & Environment Committee voted to recommend this funding formula to the full Council. The Finance Committee met on March 1<sup>st</sup> and voted to recommend this funding path.

Resolutions

- A. **Resolution No. 31-23: Vote to Support the City of Somersworth Joining a Statewide Public Transportation Coalition.** Again, Mayor Hilliard and I recently met with Rad Nichols, COAST Executive Director to discuss this initiative. Rad has been visiting other COAST served Communities to solicit a strong membership for this Coalition.
- B. **Resolution No. 32-23: To Notify the City Tax Collector that the City Council Shall not Accept a Tax Deed on Certain Properties Subject to an Unredeemed Tax Lien.** Again, the Finance Committee voted to support Resolution No. 32-23, & Resolution No. 33-23.
- C. **Resolution No. 33-23: To Notify the City Tax Collector that the City Council Shall not Accept a Tax Deed on Properties Located on Wexford Lane and Blackwater Road Subject to an Unredeemed Tax Lien.**

- D. **Resolution No. 34-23: To Authorize the City Manager to Contract with GMI Asphalt, Inc. of Belmont, NH for Fiscal Year 2023 Road Resurfacing Improvements.** Again, the Public Works & Environment Committee and Staff recommend GMI Asphalt, Inc. for the City Road Resurfacing and the Sidewalk Repairs. Attached is a Memorandum that outlines the funding strategy for this Resolution and Resolution No. 35-23 regarding Sidewalk Repairs as reviewed and recommended by the Finance Committee at their March 1<sup>st</sup> meeting.
- E. **Resolution No. 35-23: To Authorize the City Manager to Contract with GMI Asphalt, Inc. of Belmont, NH for Fiscal Year 2023 Sidewalk Repair and Reconstruction Project.** Again, the Public Works & Environment Committee and Staff recommend GMI Asphalt, Inc. for the Sidewalk Repairs.

*New Business (under Section 16 of Agenda)*

**Ordinances**

- A. **Ordinance No. 17-23: Supplemental Appropriation for the Replacement of the Dispatch Radio Console at the Somersworth Police Station.** The Finance Committee met on February 3<sup>rd</sup> and voted to recommend this funding formula to the full Council. The estimated amount was \$175,000 not including contingency, but the quote came back in less than anticipated to the revised estimate of \$168,461. I have added an approximate 10% contingency to this new estimate. Attached is a Memorandum from Chief Tim McLin regarding the need to move forward expeditiously. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, March 20, 2023.

**Resolutions**

- A. **Resolution No. 36-23: To Authorize the City Manager to Use Funding from the American Rescue Plan Act and Contract with 2-Way Communications of Portsmouth, NH to Replace the Dispatch Radio Console at the Somersworth Police Station.** The Finance Committee met on February 3<sup>rd</sup> and voted to recommend this funding path.
- B. **Resolution No. 37-23: To Authorize the City Manager to Execute a Purchase and Sales Agreement with David Baker, DBA 261 Main Street, LLC to Purchase the Property Located at 261 Main Street and Accept the Deed for the Sole Purpose of Pursuing a Federal Brownfields Cleanup Grant.** The Public Works & Environment Committee discussed these Draft documents at their February 15<sup>th</sup> meeting and voted to recommend approval to the full Council. The Drafts were prepared utilizing the City's Special Environmental Counsel, Attorney Gareth Orsmond, and approved by Mr. Baker and his Legal Counsel. In the Purchase & Sales Agreement, if approved, the City Manager will also sign an Escrow Agreement. The funds placed into an Escrow Account will be used by the City for any expenses required regarding this property, such as damage to the fence enclosing the property. Attached are copies of all the Agreements.

**Other**

- A. **Vote to Ratify a 3-Year Wage and Working Agreement between the City of Somersworth and Somersworth Public Administrators Association (SPAA).** Attached is a "*confidential*" Memorandum regarding this Tentative Agreement.

## *City Manager's Items (under section 12 of Agenda)*

### Informational Items

- A. **Police Body Cameras.** Attached is a copy of a Memorandum from Chief Tim McLin that provides an update on the implementation of the Department's Police Officer Program. The timeline places full implementation on or about mid-May.
- B. **City Manager's Proposed FY 2023-2024 Budget.** In accordance with City Charter, I will be submitting my Proposed City Budget for the next Fiscal Year on or before March 15<sup>th</sup>. I will notify you of the date it will be available prior to the Charter due date.
- C. **Community Revitalization Tax Relief Incentive Program Application (City Ordinance Chapter 31) from Mr. Robert Previti for 85 Elm Street and 20 Green Street.** The Economic Development Committee will review this application at their March 6<sup>th</sup> meeting. Should the Committee recommend acceptance of this application, I recommend a Public Hearing be scheduled for the next regular Council meeting on March 20<sup>th</sup> in accordance with our City Ordinance.

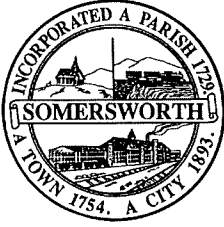
Attach is a copy of the Application, a Memorandum from Director Michelle Mears and a copy of Chapter 31. Please note that the Economic Development Committee reviewed their initial application at their January 17<sup>th</sup> meeting. This is a revised application that requests seven (7) years tax relief and places a rehabilitation value of approximately \$100,000 for the Lloyd Wells House.

### Attachments

#### 1. City Attorney Certifications: Three (3)

#### **Reminder: Upcoming City Council Workshops & Special Meetings.**

- State of the City Address - Monday, March 20 at 6:00 p.m.
- City Manager Presents FY2024 Proposed Budget – Monday, April 3 at 6:00 p.m.  
FY2024 Budget Public Hearing at 7:00 p.m.
- Community Support Organizations & City Budget Review - Saturday, April 8 at 8:30 a.m.
- Special Budget Meeting of Council - Monday, April 10 at 6:00 p.m.



## City of Somersworth – Ordinance

Ordinance No: 15-23

### **TO AMEND CHAPTER 34, EXEMPTIONS AND CREDITS, SECTION 34.2, VETERANS' PROPERTY TAX CREDIT**

February 21, 2023

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

Amend Chapter 34, Exemptions and Credits, by deleting Section 34.2, Veterans' Property Tax Credits in its entirety and replace it with the following:

#### Section 34.2 Veteran's Property Tax Credit

The City adopts the provisions of RSA 72:28, for an optional Veterans' Property Tax Credit. The Veterans' Property Tax Credit shall be \$750, effective April 1, 2023.

#### Background:

The State of New Hampshire has revised RSA 72:28 to include veterans that continue to serve in the military. Previously, only veterans that have been discharged from the military qualified for the tax credit. The NH Municipal Association and the State of New Hampshire Department of Revenue Service have recommended that municipalities re-adopt the tax credit. The City's current tax credit is \$750, the maximum under State law is \$750.

#### Authorization

##### *Sponsored by Councilors:*

David A. Witham  
Donald Austin  
Matt Gerding  
Richard Michaud

##### *Approved:*

City Attorney



## City of Somersworth – Ordinance 15-23

### History

First Read Date:	2/21/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

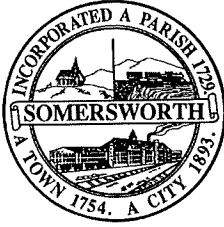
2/21/2023

*Clerk LaPanne performed a first reading of Ordinance 15-23.*

*Ordinance 15-23 will remain in first reading until the call of the Chair.*

*A Public Hearing is scheduled for the next regular scheduled City Council meeting.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
<b>TOTAL VOTES:</b>			
On Ordinance 15-23		PASSED	FAILED



## City of Somersworth – Ordinance

Ordinance No: 16-23

### SUPPLEMENTAL APPROPRIATION FOR SIDEWALK IMPROVEMENTS

February 21, 2023

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

The annual budget for the City of Somersworth for Fiscal Year 22-23 is amended as follows:

Appropriate \$40,000 (Forty Thousand dollars) from the special Highway Block Grant funds to the Department of Public Works - Street Maintenance Budget as follows;

Budget	Amendment	Revised Budget
\$ 1,146,450	\$ 40,000	\$ 1,186,450

Approved as to Funding:

Scott A. Smith  
Director of Finance and Administration

Recorded by:

Kristen LaPanne  
City Clerk

#### Background:

This Ordinance appropriates funding from the special non-lapsing Highway Block Grant funds for sidewalk improvements. The total contract with GMI Asphalt, Inc. for the sidewalk improvements is \$140,000, with \$100,000 appropriated in the adopted Fiscal Year 22-23 budget, and the additional \$40,000 from this supplemental appropriation.

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

#### Authorization

*Sponsored by Councilors:*

David A. Witham  
Denis Messier  
Martin Pepin  
Kenneth S. Vincent

*Approved:*

City Attorney

## City of Somersworth – Ordinance 16-23

### History

First Read Date:	2/21/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

2/21/2023

*Clerk LaPanne performed a first reading of Ordinance 16-23.*

*Ordinance 16-23 will remain in first reading until the call of the Chair.*

*A Public Hearing is scheduled for the next regular scheduled City Council meeting.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			
On Ordinance 16-23		PASSED	FAILED



## City of Somersworth – Resolution

Resolution No: 31-23

### **VOTE TO SUPPORT THE CITY OF SOMERSWORTH JOINING A STATEWIDE PUBLIC TRANSPORTATION COALITION**

February 21, 2023

WHEREAS, the City of Somersworth supports and promotes public transit in our Community;  
and

WHEREAS, the Cooperative Alliance for Seacoast Transportation (COAST) is leading an effort to start a meaningful dialogue on increasing financial support for public transportation operations throughout the State of New Hampshire; and

WHEREAS, a Statewide Coalition of public transit and community-based transportation providers and the communities, businesses, and other organizations they serve is being formed and is known as the Statewide Public Transportation Coalition; and

WHEREAS, the initial policy objective of this Coalition is to increase the State's share of the operating costs of public transit, as the State's per capita contribution to public transit operations according to American Association of State Highway and Transportation Officials (AASHTO) is by far the lowest in New England and nearly the lowest in the Nation; and

WHEREAS, with Federal emergency relief funding currently provided to public transit system operators expected to be fully expended by 2024, and operating costs having increased significantly due to workforce shortages and inflation, additional State support is urgently needed to avoid deep cuts in the services provided by the State's public transit agencies; and

WHEREAS, there are recently approved Federal funds that will be unavailable to public transit systems in New Hampshire if matching funds are not available from the State. Without increased State support to unlock these new Federal funds, the State's public transit agencies, and the services provided, will need to be significantly reduced by 2024/2025; and

WHEREAS, cuts in services will create adverse impacts to vulnerable members of the Somersworth Community who rely on public transit,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Mayor and City Council supports the policy objective of significantly increased financial support from the State of New Hampshire and strongly urge that these increased funds be included in the State Fiscal Year 2024/2025 biennial budget. Also, the City Council supports the City of Somersworth joining the Statewide Public Transportation Coalition and will work with the other coalition members to advocate for reasonable State funding levels so that public transit agencies across the State will be able to continue operation into the foreseeable future.

#### Authorization

*Sponsored by:*

Mayor Dana S. Hilliard

*Approved:*

City Attorney



## City of Somersworth – Resolution 31-23

### History

First Read Date:	2/21/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

2/21/2023

*Clerk LaPanne performed a first reading of Resolution 31-23.*

*Resolution 31-23 will remain in first reading until the call of the Chair.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
TOTAL VOTES:			
On	Resolution 31-23	PASSED	FAILED



## City of Somersworth – Resolution

Resolution No: 32-23

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

February 21, 2023

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

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

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

<u>Location</u>	<u>Tax Map/Lot</u>
79 Crystal Springs Way	82-43M
124 Sherwood Glen	87-124M
130 Sherwood Glen	87-130M
207 Sherwood Glen	87-207M
208 Sherwood Glen	87-208M
325 Sherwood Glen	87-325M
332 Sherwood Glen	87-332M
409 Sherwood Glen	87-409M
510 Sherwood Glen	87-510M
703 Sherwood Glen	87-703M
4 Ringer Drive	88-2M
5 Ringer Drive	88-10M
10 Ringer Drive	88-5M

### Authorization

*Sponsored by Councilors:*

David A. Witham  
Donald Austin  
Matt Gerding  
Robert Gibson

*Approved:*

City Attorney

## City of Somersworth – Resolution 32-23

### History

First Read Date:	2/21/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

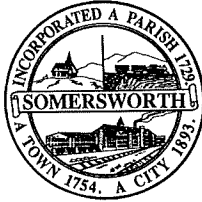
### Discussion

2/21/2023

*Clerk LaPanne performed a first reading of Resolution 32-23.*

*Resolution 32-23 will remain in first reading until the call of the Chair.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
<b>TOTAL VOTES:</b>			
On Resolution 32-23		PASSED	FAILED



## City of Somersworth – Resolution

Resolution No: 33-23

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

February 21, 2023

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

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

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

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

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

### Authorization

*Sponsored by:*

David A. Witham  
Donald Austin  
Matt Gerding  
Robert Gibson

*Approved:*

City Attorney



## City of Somersworth – Resolution 33-23

### History

First Read Date:	2/21/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

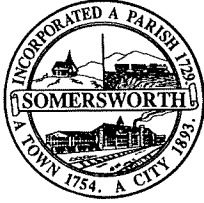
### Discussion

2/21/2023

*Clerk LaPanne performed a first reading of Resolution 33-23.*

*Resolution 33-23 will remain in first reading until the call of the Chair.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
<b>TOTAL VOTES:</b>			
On Resolution 33-23		PASSED	FAILED



## City of Somersworth – Resolution

Resolution No: 34-23

### **TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH GMI ASPHALT, INC. OF BELMONT, NH FOR FISCAL YEAR 2023 ROAD RESURFACING IMPROVEMENTS**

February 21, 2023

WHEREAS, the City Council adopted Resolution 19-23 on November 14, 2022, authorizing the City Manager to prepare and request bids from qualified contractors for road improvements to the following City streets:

Buffumsville Road (River St to New Dam Bridge) shim/overlay  
Bourque St. (Down St. to Second St.) shim/overlay  
Lee St. (Indigo Hill Rd. to Bourque St.) shim/overlay  
Maloney St. (Salmon Falls Rd. to end) reconstruction  
First St. reconstruction  
Trench patching due to water breaks; and

WHEREAS, the bid package included an alternate bid item for additional road improvements and the bid submitted is such that there is sufficient funding to include the following City streets;

Coombes Road (Lily Pond to Quarry Road) shim/overlay  
Quarry Road (West High St to end) shim/overlay  
Spence St. (West High to Coombes Road) shim/overlay; and

WHEREAS, the Public Works and Environment Committee reviewed the results of the bids received with City staff and recommends contracting with GMI Asphalt, Inc. of Belmont, NH to make these road improvements for a cost of \$1,240,107 (One Million Two Hundred Forty Thousand One Hundred Seven dollars); and

WHEREAS, The Public Works and Environment Committee recommends including a contingency in the amount of \$59,893 (Fifty-Nine Thousand Eight Hundred Ninety-Three dollars) for the project, and allow the City Manager to increase the contract to an amount not to exceed \$1,300,000 (One Million Three Hundred Thousand dollars) if needed, and it is determined to be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with GMI Asphalt, Inc. of Belmont, NH to make road improvements to the aforementioned City streets for a cost of \$1,240,107 (One Million Two Hundred Forty Thousand One Hundred Seven dollars); and

BE IT FURTHERED RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT an amount of \$59,893 (Fifty-Nine Thousand Eight Hundred Ninety-Three dollars) is included with the project total for contingencies and the City Manager is authorized to increase the contract to an amount not to exceed \$1,300,000 (One Million Three Hundred Thousand dollars) if needed, and it is determined to be in the best interest of the City.

## City of Somersworth – Resolution 34-23

### History

First Read Date:	2/21/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

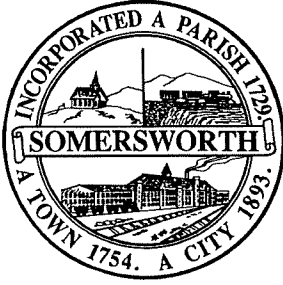
### Discussion

2/21/2023

*Clerk LaPanne performed a first reading of Resolution 34-23.*

*Resolution 34-23 will remain in first reading until the call of the Chair.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
<b>TOTAL VOTES:</b>			
On Resolution 34-23		PASSED	FAILED



## **MEMORANDUM**

To: Bob Belmore, City Manager

From: Scott Smith, Finance Director

Date: February 27, 2023

Re: **Resolutions 34-23 and 35-23**

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### **Resolution 34-23 – Road Resurfacing**

The recommended budget for road resurfacing via Resolution 34-23 breaks down as follows:

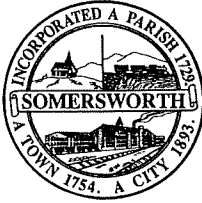
- The contract with GMI Asphalt and project contingency is \$1,300,000.
- There is \$1,358,241 in the road resurfacing appropriation, and \$48,000 is funded from the Water Fund to repair the trench patches due to water main breaks.
- We will need \$15,000 for asphalt testing and approximately \$50,000 for crack sealing. This leaves a total available in the amount of \$1,341,241 to support Resolution 34-23.
- Should these projects be expended to the full estimated amounts plus contingency, the balance left is \$24,241.

### **Resolution 35-23 – Sidewalks**

The recommended budget for sidewalks via Resolution 35-23 breaks down as follows:

- The contract with GMI Asphalt and project contingency is \$140,000.
- There is \$100,000 appropriated in the FY23 budget for sidewalk improvements.
- Ordinance 16-23 is a Supplemental Appropriation to fund the additional \$40,000 needed from the special non-lapsing Highway Block Grant Fund.
- There is \$194,085 available in the Highway Block Grant Fund, if the Ordinance is adopted the balance after will be \$154,085.





## City of Somersworth – Resolution

Resolution No: **35-23**

### **TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH GMI ASPHALT, INC. OF BELMONT, NH FOR FISCAL YEAR 2023 SIDEWALK REPAIR AND RECONSTRUCTION PROJECT**

February 21, 2023

WHEREAS, the City Council adopted Resolution 10-23 on September 26, 2022, authorizing the City Manager to prepare and request bids from qualified contractors for repairs and reconstruction of certain City sidewalks; and

WHEREAS, City staff solicited bids from qualified contractors and recommends awarding a contract to GMI Asphalt, Inc. of Belmont, NH; and

WHEREAS, the Public Works and Environment Committee reviewed the results of the bids received with City staff and recommends contracting with GMI Asphalt, Inc. of Belmont, NH for an amount of \$130,580 (One Hundred Thirty Thousand Five Hundred Eighty dollars) to make repairs and reconstruction to the following sidewalks:

West High St. from Maple St. to Cemetery Road  
West High St. by the SAU Building driveway  
Bartlett Avenue from Guy St. to High St.; and

WHEREAS, the Public Works and Environment Committee recommends including a contingency in the amount of \$9,420 (Nine Thousand Four Hundred Twenty dollars) for the project, and allow the City Manager to increase the contract to an amount not to exceed \$140,000 (One Hundred Forty Thousand dollars) if needed, and it is determined to be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with GMI Asphalt, Inc. of Belmont, NH to make sidewalk repairs and reconstruction to the aforementioned City sidewalks for an amount of \$130,580 (One Hundred Thirty Thousand Five Hundred Eighty dollars); and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT an amount of \$9,420 (Nine Thousand Four Hundred Twenty dollars) is included with the project total for contingencies and the City Manager is allowed to increase the contract to an amount not to exceed \$140,000 (One Hundred Forty Thousand dollars) if needed, and it is determined to be in the best interest of the City.

Authorization	
<i>Sponsored by:</i> David A. Witham Denis Messier Martin Pepin Kenneth S. Vincent	<i>Approved:</i> City Attorney

## City of Somersworth – Resolution 35-23

### History

First Read Date:	2/21/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

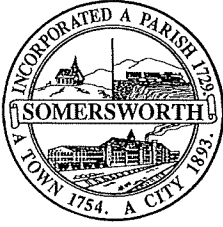
### Discussion

2/21/2023

*Clerk LaPanne performed a first reading of Resolution 35-23.*

*Resolution 35-23 will remain in first reading until the call of the Chair.*

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Messier		
<b>TOTAL VOTES:</b>			
On Resolution 35-23		PASSED	FAILED



## City of Somersworth – Ordinance

Ordinance No: 17-23

### **SUPPLEMENTAL APPROPRIATION FOR THE REPLACEMENT OF THE DISPATCH RADIO CONSOLE AT THE SOMERSWORTH POLICE STATION**

March 6, 2023

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

The annual budget for the City of Somersworth for Fiscal Year 22-23 is amended as follows:

Appropriate \$185,482 (One Hundred Eighty-Five Thousand Four Hundred Eighty-Two dollars) from the American Rescue Plan Funds to the Capital Outlay Budget as follows:

Budget	Amendment	Revised Budget
\$ 254,869	\$ 185,482	\$ 440,351

Approved as to Funding:

Scott A. Smith  
Director of Finance and Administration

Recorded by:

Kristen LaPanne  
City Clerk

Background:

This Ordinance appropriates funding from the American Rescue Plan Funds (ARPA) for the replacement of the Dispatch Radio Console at the Somersworth Police Station. There is currently \$626,462 available in ARPA Funds.

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

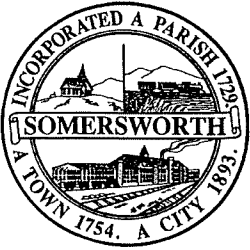
#### Authorization

*Sponsored by Councilors:*

David A. Witham  
Donald Austin  
Matt Gerding  
Robert Gibson

*Approved:*

City Attorney



## *Somersworth Police Department*

*12 Lilac Lane*

*Somersworth, NH 03878*

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

Timothy J. McLin  
Chief of Police

Memo To: Robert Belmore, City Manager  
From: Timothy McLin, Chief of Police  
Date: March 2, 2023  
Subject: Update on Dispatch Equipment

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Bob,

The following is an update on the condition and upgrade cost of our Dispatch equipment:

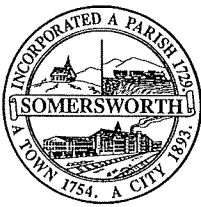
The equipment consists of consoles at 2 dispatch stations, as well as 2 larger rack-mounted consoles in our communications equipment room. The equipment is from 2008, when the police station was built. As stated in my prior memo of 8/5/22, the equipment is still termed at "end of life" and "end of support" by Two-Way Communications. They are unable to provide an estimate as to how long our equipment will last, but do stress that they do not make the circuit boards for this equipment anymore, nor do they make any other parts for it.

In recent discussions with Two-Way Communications, Captain Duval was getting briefed on the company's new Service/Maintenance Plans that they intend to offer in the near future. It was expressed to us that they would not put any of the aforementioned equipment on a plan, due to concerns that the equipment would fail.

We had a recent failure of the secondary dispatch station due to a storm. After a few days, Two-Way Communications was able to get that working again.

I requested and subsequently received an updated quote for the upgrade of our dispatch consoles. The quote was from Two-Way Communications. The quote is for \$168,461.36, dated 2/17/23.



	<b>City of Somersworth – Resolution</b>
	Resolution No: <b>36-23</b> <b>TO AUTHORIZE THE CITY MANAGER TO USE FUNDING FROM THE AMERICAN RESCUE PLAN ACT AND CONTRACT WITH 2-WAY COMMUNICATIONS OF PORTSMOUTH, NH TO REPLACE THE DISPATCH RADIO CONSOLE AT THE SOMERSWORTH POLICE STATION</b>

March 6, 2023

WHEREAS, the Somersworth Capital Improvement Plan for Fiscal Years 2024-2029 includes a project to replace the dispatch radio console at the Somersworth Police Station; and

WHEREAS, the manufacturer of the current dispatch radio console is no longer manufacturing replacement parts and the equipment has been deemed at the end of its useful life; and

WHEREAS, the manufacturer of the current dispatch radio console will no longer support the system and replacement of a new dispatch radio console will require some lead time for the installation; and

WHEREAS, City Staff obtained a quote from 2-Way Communications of Portsmouth, NH for an amount of \$168,482 (One Hundred Sixty-Eight Thousand Four Hundred Eighty-Two dollars) to replace the dispatch radio console; and

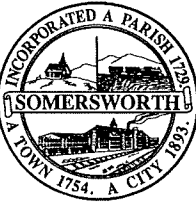
WHEREAS, the Finance Committee reviewed this project with City Staff and determined it is in the best interest of the City to utilize American Rescue Plan Act funds to start this project as soon as possible and recommends awarding a contract to 2-Way Communications for this project; and

WHEREAS, the Finance Committee also recommends adding an amount of \$17,000 (Seventeen Thousand dollars) to this project for contingencies and to authorize the City Manager to increase the contract to an amount not to exceed \$185,482 (One Hundred Eighty-Five Thousand Four Hundred Eighty-Two dollars) if needed and determined to be in the best interest of the City,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager may use funding from the American Rescue Plan Act and contract with 2-Way Communications of Portsmouth, NH to replace the dispatch radio console at the Somersworth Police Station for an amount of \$168,482 (One Hundred Sixty-Eight Thousand Four Hundred Eighty-Two dollars); and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT an amount of \$17,000 (Seventeen Thousand dollars) is included with this project for contingencies and the City Manager is authorized to increase the contract to an amount not to exceed \$185,482 (One Hundred Eighty-Five Thousand Four Hundred Eighty-Two dollars) if needed and determined to be in the best interest of the City.

<b>Authorization</b>	
<i>Sponsored by:</i>	<i>Approved:</i>

	<p style="text-align: center;"><b>City of Somersworth – Resolution</b></p> <p>Resolution No:       <b>37-23</b></p> <p><b>TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PURCHASE AND SALES AGREEMENT WITH DAVID BAKER DBA 261 MAIN STREET, LLC TO PURCHASE THE PROPERTY LOCATED AT 261 MAIN STREET AND ACCEPT THE DEED FOR THE SOLE PURPOSE OF PURSUING A FEDERAL BROWNFIELDS CLEANUP GRANT</b></p>
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March 6, 2023

WHEREAS, David Baker purchased property located at 261 Main Street in Somersworth, formerly known as Prince’s Garage, and demolished the building on-site with the intent of redeveloping the property; and

WHEREAS, during the process of redevelopment it was determined that there was extensive environmental contamination that requires additional assessment and remediation before any redevelopment of the property can occur; and

WHEREAS, David Baker approached the City with a proposal that the City purchase the property at 261 Main Street for the sole purpose of pursuing a Federal Brownfields Grant through the Environmental Protection Agency to complete the assessment and remediation of the property; and

WHEREAS, City Staff, with the assistance of the City’s Environmental Attorney, have completed a draft purchase and sales agreement with David Baker DBA 261 Main Street, LLC to purchase said property for \$1 (One dollar) with the terms that the City will resell the property back to David Baker DBA 261 Main Street, LLC at the conclusion of a Brownfields cleanup, or at any time for any reason, or no reason at all, for \$1 (One dollar); and

WHEREAS, David Baker will be responsible for any costs associated with the cleanup not covered by a Brownfields Grant; and

WHEREAS, the Public Works and Environment Committee reviewed this agreement with City Staff and recommends authorizing the City Manager to execute the agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute a purchase and sales agreement with David Baker DBA 261 Main Street, LLC to purchase the property located at 261 Main Street and accept the deed for \$1 (One dollar) for the sole purpose of pursuing a Federal Brownfields Grant and to take any other actions with this agreement determined to be in the best interest of the City.

**DRAFT****PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**") by and between 261 Main Street, LLC, a New Hampshire limited liability company with an address of 261 Main Street, Somersworth, New Hampshire 03878 ("**Seller**"), David Baker, an individual residing at \_\_\_\_\_, New Hampshire \_\_\_\_ ("**Guarantor**"), and the City of Somersworth, New Hampshire, a municipality with its principal office at One Government Way, Somersworth, New Hampshire 03878 ("**Buyer**", or "**City**"). At times, this Agreement refers to Seller, Buyer, and Guarantor each individually as a "**Party**" and collectively as the "**Parties**."

**Recitals**

A. Seller desires to sell, and Buyer desires to purchase, real property located at 261 Main Street, Somersworth, New Hampshire, together with (i) buildings and other improvements, and (ii) the benefit of all rights of way, easements and other interests and appurtenances to the real property.

B. Buyer's sole purpose in purchasing the real property is to facilitate assessment and remediation of the real property through state and/or federal funding for brownfields projects (collectively, "**Brownfields Funding**"). Buyer has no other intent.

C. The City of Somersworth City Council ("**City Council**") approved entering into this Agreement at a duly-noticed public meeting held on \_\_\_\_\_, 2022.

D. Seller agrees to retain responsibility for environmental conditions at the real property if Buyer does not complete remediation of the real property, is not awarded sufficient funds for the remediation, or discovers presently unknown contamination or other adverse conditions, or for other reasons set forth in this Agreement, and Seller agrees that Buyer, in its absolute discretion, may convey the real property back to the Seller at any time.

**Agreement**

In consideration of the mutual agreements herein and for other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

**Section 1. Purchase and Sale.** Upon the terms and conditions of this Agreement, Seller agrees to convey to Buyer, and Buyer agrees to purchase from Seller, the following:

(a) a certain parcel of land comprising 32,099± square feet located at 261 Main Street, Somersworth, New Hampshire, and more specifically identified as Lot 217 on City of Somersworth Tax Map 9, which parcel is more particularly described on **Exhibit A** hereto (the "**Land**");

(b) all of Seller's right, title, and interest in and to any land lying in the bed of any highway, street, road, or avenue in front of or abutting the Land and all other rights, licenses, rights-of-way, and easements appurtenant to the Land (the "**Appurtenances**"); and

(c) all buildings and any other improvements and the fixtures belonging to Seller, and used in connection with the Land, including, without limitation, all storm windows and doors, awning, shutters, furnaces, heaters, coolers, heating, ventilating and air conditioning equipment, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, and electric and other lighting fixtures (the "**Improvements**," and, together with the Land and the Appurtenances, the "**Real Estate**").

## **Section 2. Closing.**

(a) **Purchase Price.** The purchase price (the "**Purchase Price**") to be paid by Buyer to Seller for the Real Estate is One Dollar and Zero Cents (\$1.00) and other good and valuable consideration.

(b) **Closing Date & Location.** The Parties shall consummate the sale of the Real Estate (the "**Closing**") within three (3) business days of Seller receiving notice from Buyer that Buyer intends to consummate the sale (the "**Closing Notice**"), but no later than December 29, 2023 (the "**Outside Closing Date**"), unless the Parties agree in a writing executed by both Parties to extend the Outside Closing Date. At Buyer's election, the Closing (a) shall take place at the office of Buyer's counsel located at One New Hampshire Avenue, Suite 350, Portsmouth, New Hampshire; or (b) shall be conducted as a "New York Style Closing" through Pierce Atwood, LLP ("**Escrow Agent**") or a different escrow agent that the Parties agree upon.

(c) **Closing Costs.** Seller shall bear all closing costs, including the costs of recording the deed and all other documents (if any) required to convey title to the Real Estate.

(d) **Warranty Deed.** Seller shall convey the Real Estate to Buyer by a warranty deed in the form attached as **Exhibit B** (the "**Deed**").

## **Section 3. Seller's Obligation To Reimburse and Make Payments.**

(a) **Seller Costs.** Seller shall bear all of its own costs for negotiation, preparation, and all other costs incurred by Seller in connection with this Agreement.

(b) **Responsibility for Buyer Costs.** Seller shall be fully responsible for, and shall fully reimburse Buyer for, any and all costs in connection with this Agreement, including reasonable attorneys' fees, and including, but not limited to, the following:

(i) **Negotiation and Agreement Costs.** Seller shall fully reimburse Buyer for all costs of negotiating, preparing, and implementing the Agreement.

(ii) **Inspection Costs.** Seller shall fully reimburse Buyer for all costs of due diligence and inspections that Buyer reasonably necessary prior to deciding to send a Closing Notice.

(iii) Environmental Site Assessment Costs. Seller shall fully reimburse Buyer for all investigation and site assessment costs not covered by the Brownfields Funding.

(iv) Covenant Not To Sue. If Buyer seeks a covenant not to sue or similar form of liability protection, Seller shall fully reimburse Buyer for all costs arising from these efforts.

(v) Local Contribution. If the grantor of the Brownfields Funding (*e.g.*, the U.S. Environmental Protection Agency) requires a local match or contribution as a condition of the funding (the “**Local Contribution**”) and does not permit Buyer to provide an in-kind contribution that fully satisfies the Local Contribution, or if Buyer, in its absolute discretion, cannot make an in-kind contribution that the grantor would accept due to infeasibility or cost or other reasons, then Seller shall be solely responsible for making the Local Contribution or, if Buyer, in its absolute discretion, elects to front the cost of the Local Contribution, then Seller shall be responsible for reimbursing Buyer for the cost of making the Local Contribution within ten (10) days of Buyer’s demand for reimbursement.

(vi) Utilities. After the Closing, Seller shall continue to be responsible for payment of all utilities and similar services in connection with the Real Estate.

(c) Costs as Closing Condition. Payment of all costs incurred by Buyer prior to the Closing shall be a condition of Closing, but the failure to close shall not relieve Seller of its obligation to reimburse Buyer for these costs.

(d) Initial Deposit for the 261 Main Account. At the Closing, Seller shall contribute Twenty-Five and No/100 Dollars (\$25,000.00) (the “**Deposit**”) into a separate escrow account (the “**261 Main Account**”) held by Buyer under the terms of an escrow agreement in the form attached as **Exhibit C** (the “**Escrow Agreement**”).

(e) Contribution Payment. Until a Buyback Event (as defined in Section 15) takes place, Seller shall pay Buyer an amount equivalent to the real estate and personal property taxes that would be due on the Real Estate if Seller owned the Real Estate on the same schedule on which property owners pay taxes to the City (the “**Contribution Payment**”). Buyer shall send Seller an invoice for the Contribution Payment, and Seller shall make the Contribution Payment in full no later than ten (10) days after receiving Buyer’s invoice. Until a Buyback Event takes place or Buyer or Seller terminates this Agreement where termination is permitted, Buyer shall maintain the Contribution Payments in the 261 Main Account.

(f) Use of the 261 Main Account; Return of Deposit. Until a Buyback Event takes place, Buyer, in its discretion, may use, but has no obligation to use, the funds in the 261 Main Account to cover any expenses arising in any way from its ownership of the Real Estate, including but not limited to utilities, remediation costs not covered by the Brownfields Funding, and any costs for which Seller is responsible under this Agreement. Buyer first shall demand in writing that Seller pay the expense upfront and out-of-pocket and give Seller a reasonable opportunity to do so. In the event that Buyer uses any funds from the 261 Main Account, Buyer, in its discretion, may demand that Seller reimburse the 261 Main Account for some or all of the

expenses paid, and Seller shall make this reimbursement within ten (10) days of receiving Buyer's demand. In the event Seller fails to make a reimbursement, Seller expressly consents to the recording of a lien against the Real Estate in the amount owed prior to Buyer conveying the Real Estate back to Seller at a Buyback Event.

**Section 4. Condition of Title.** At the Closing, Seller shall execute and deliver the Deed and convey good, marketable, insurable title to the Real Estate, free and clear of all mortgages, liens, security interests, mechanics liens, and any other monetary liens or encumbrances (each a "**Lien**" and collectively, the "**Liens**"). If a Lien is recorded against the Real Estate as a result of Seller's acts or omissions, Seller shall promptly pay in full any amounts owed and cause the Lien to be discharged. If Seller does not pay in full any amounts owed and cause the Lien to be discharged within ten (10) days of the Lien being recorded or at or prior to the Closing, whichever occurs first, then Buyer, in its absolute discretion, may elect pay any amounts owed and cause the Lien to be discharged, and Seller promptly shall fully reimburse Buyer for all costs incurred to discharge the Lien, including but not limited to reasonable attorneys' fees. If Seller does not reimburse Buyer for these costs, then Buyer may record a Lien contemporaneously with the recording of a deed in any Buyback Event.

**Section 5. Due Diligence; Cooperation.**

(a) **Inspections.** Buyer shall have until the date on which it sends a Closing Notice (the "**Due Diligence Period**") to inspect the Real Estate and the records for the Real Estate made available by Seller, cause title to the Real Estate to be examined, cause a survey of the Real Estate to be prepared, or make other inspections and examinations as Buyer, in its absolute discretion, deems necessary prior the Closing.

(b) **Buyer's Obligations.** Buyer shall deliver to Seller a copy of all data, findings, conclusions, surveys, and reports resulting from Buyer's inspections (collectively, "**Inspection Information**") as and when it is made available.

(c) **Duty To Cooperate.** Seller shall cooperate in good faith with Buyer in all actions reasonably necessary to carry out the purposes of this Agreement, including, but not limited to, actions to secure the Brownfields Funding, to conduct assessment and remediation at the Real Estate, to protect Buyer from exposure to liability due to Buyer's ownership of the Real Estate (e.g., pursuing a covenant not to sue), to maintain the Real Estate in good repair, and to prevent access by the public. This duty to cooperate includes providing signatures and consents where necessary.

**Section 6. Contracts.** Seller shall remain responsible for all service contracts for the Real Estate ("**Contracts**") and shall terminate all Contracts prior to the Closing unless Buyer, in its absolute discretion, consents to a Contract not being terminated. If Buyer consents to the continuance of any Contract, then Seller shall remain solely and fully responsible for the payment of all costs under the Contract and, in accordance with Section 7, shall defend, hold harmless and indemnify Buyer for all Claims (as defined in Section 7) arising in connection with the Contract.

## **Section 7. Release and Indemnification**

(a) **As-Is Sale; Purpose.** The Parties acknowledge that, as of the Closing, the Real Estate is being sold to Buyer, and Buyer shall accept possession of the Real Estate, in an "AS IS, WHERE IS" condition solely so that Buyer can cause the Real Estate to be remediated using the Brownfields Funding.

(b) **Release.** Seller waives its right to recover from, and forever releases and discharges Buyer and its agencies, officials, employees and agents (collectively, "**Buyer Indemnified Parties**") from, any and all demands, claims (including, without limitation, causes of action in tort), legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen (collectively, "**Claims**") that may arise on account of or in any way be connected with the Real Estate or any part of the Real Estate, including the physical condition of the Real Estate, or any law or regulation applicable thereto, including, without limitation, claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (49 U.S.C. Section 1801, et seq.), the Hazardous Transportation Act (42 U.S.C. Section 6901, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.) and any state, municipal, or regional laws regulating environmental, land, and/or other conditions, including, but not limited to, New Hampshire Revised Statutes Annotated 146-A, 146-C, 147-A, 147-F, 485, 485-C, and 541, and New Hampshire Code of Administrative Rules Chapter Env OR -600 (collectively, "**Environmental Laws**"). Without limiting the foregoing, Seller shall be deemed to have waived, relinquished and released Buyer Indemnified Parties from any and all Claims arising out of latent or patent defects or physical conditions, violations of applicable laws (including, without limitation, any Environmental Laws) and any and all other acts, omissions, events, circumstances or matters affecting the Real Estate or any part of the Real Estate. Seller hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and Seller hereby waives any and all rights and benefits which it now has, or in the future may have conferred upon it, by virtue of the provisions of federal, state or local law, rules and regulations.

(c) **Indemnification.** Seller hereby agrees to defend, indemnify and hold harmless Buyer Indemnified Parties against and from any and all Claims arising on account of or in any way connected with the Real Estate or any part of the Real Estate, including, but not limited to, Claims under Environmental Laws.

(d) **Additional Assessment and Remediation Costs.** Seller shall be solely responsible for all assessment, remediation, and other costs arising from the condition of the Real Estate not covered by Brownfields Funding ("**Unfunded Environmental Costs**"), and Seller's release and indemnification obligation under paragraphs (b) and (c) above expressly apply to these Unfunded Environmental Costs.

(e) Exceptions. Seller's release and indemnification obligation under paragraphs (b) and (c) above do not apply to Claims arising solely as a result of (i) the intentional unlawful conduct of Buyer Indemnified Parties; (ii) any voluntary monetary lien (such as a mortgage or mechanics' or materialman's lien) prohibited by Section 16 of this Agreement.

**Section 8. Seller's Representations and Warranties**. Seller makes the following representations and warranties as of the Effective Date and again as of the Closing:

(a) Seller is a limited liability company validly existing and in good standing under the laws of the State of New Hampshire and is authorized to do business in New Hampshire.

(b) Seller has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein. Seller has taken all action required by law to authorize the execution, delivery, and consummation of the transaction contemplated hereby. The execution, delivery, and performance of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Seller's governance documents, if any, or any provision of any agreement, instrument, order, or judgment to which either the Seller is a party or by which the Real Estate is bound.

(c) Neither Seller nor the Real Estate is subject to any commitment, obligation, or agreement that could or would prevent Seller from completing, or impair Seller's ability to complete, the sale of the Real Estate as contemplated under this Agreement.

(d) Seller is not a "foreign person" within the meaning of Sections 1445(a)(1) and 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and the sale of the Real Estate will not be subject to any withholding requirement imposed by the Internal Revenue Service or any state or local governmental department or agency under this law.

(e) To Seller's knowledge, there is no legal, administrative, arbitration, or other proceeding, claim, or action of any nature or investigation pending or threatened against Seller or the Real Estate before any governmental authority that in any way adversely affects Seller's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing.

(f) Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors; or (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets.

(g) There are no judgments, liens, or encumbrances that would have a material adverse effect on the ability of Seller to consummate the transactions contemplated by this Agreement.

(h) There are no outstanding options, rights of first offer, or rights of first refusal to purchase or lease the Real Estate or any portion thereof or interest therein.



(i) To Seller's knowledge, as of the Effective Date, neither condemnation nor eminent domain proceedings have been instituted or are under consideration by any federal, state, or local governmental body or agency against all or any portion of the Real Estate.

(j) Seller has taken no actions that would cause, contribute to, or exacerbate, either directly or indirectly, the reportable conditions known to exist on the Real Estate or that would cause, contribute to, or exacerbate a new release of hazardous substance on, under, or from the Real Estate.

(k) All the representations and warranties of the Seller contained in this Section 8 are true and correct as of the Effective Date and will be true and correct on the date of Closing.

"To Seller's knowledge" shall mean the actual knowledge of David Baker. Furthermore, "to Seller's knowledge" shall mean that no investigation shall have been conducted to determine the existence or absence of any facts, except that Seller shall be presumed to have knowledge of any material fact, matter or circumstance that an ordinary and prudent business person should have known.

**Section 9. Buyer's Representations and Warranties.** Buyer makes the following representations and warranties as of the Effective Date and again as of the date of Closing:

(a) Buyer is a municipality duly organized and validly existing under the laws of the State of New Hampshire. With the prior approval of the City Council, (i) Buyer will have the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein; (ii) will have taken all action required by law to authorize the execution, delivery, and consummation of the transaction contemplated hereby; and (iii) the execution, delivery, and performance of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Buyer's charter, ordinances, or other governance laws, or any provision of any agreement, instrument, order, or judgment to which Buyer is a party.

(b) To Buyer's knowledge, there are no judgments, liens, or, encumbrances that would have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement.

(c) Buyer is not the subject of any case, action or proceeding, whether contemplated, threatened or actual, under any bankruptcy, insolvency or similar laws affecting creditor's rights generally (whether state or federal);

(d) To Buyer's knowledge, there is no legal, administrative, arbitration, or other proceeding, claim, or action of any nature or investigation pending or threatened against Buyer or the Real Estate before any governmental authority that in any way adversely affects ability of Buyer to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing.

(e) All the representations and warranties of the Buyer contained in this Section 9 are true and correct as of the Effective Date and will be true and correct on the date of Closing.

“To Buyer’s knowledge” shall mean the actual knowledge of Robert M. Belmore, City Manager. Furthermore, “to Buyer’s knowledge” shall mean that no investigation shall have been conducted to determine the existence or absence of any facts, except that Buyer shall be presumed to have knowledge of any material fact, matter or circumstance that an ordinary and prudent business person should have known.

**Section 10. Conditions Precedent to Seller’s Obligation To Perform.** It shall be a condition to Seller’s obligation to sell the Real Estate that each of the following conditions shall have been satisfied as of the Closing Date, unless waived by Seller.

(a) Representations and Warranties. Each of Buyer’s representations and warranties set forth in Section 9 shall be true and complete in all material respects as if made on and as of the Closing Date.

(b) Buyer Deliveries. Buyer shall have delivered all documents required from it pursuant to Section 13.

(c) City Council Approval. City Council shall have voted to proceed with the purchase of the Real Estate in accordance with applicable law.

**Section 11. Conditions Precedent to Buyer’s Obligation To Perform.** It shall be a condition to Buyer’s obligation to buy the Real Estate that each of the following conditions shall have been satisfied as of the Closing Date, unless waived by Buyer.

(a) Representations and Warranties. Each of Seller’s representations and warranties in Section 8 shall be true and complete in all material respects as if made on and as of the Closing Date.

(b) Seller Deliveries. Seller shall have delivered all documents required from it pursuant to Section 12.

(c) Escrow. Seller shall have put the Deposit in the 261 Main Account in accordance with Section 3(d).

(d) Fence. Seller shall have constructed a chain-link fence no less than six-feet high around the entire perimeter of the Real Estate in accordance with Buyer’s reasonable specifications (the “**Fence**”), and Buyer shall have inspected and approved the Fence.

(e) City Council Approval. City Council shall have voted to proceed with the purchase of the Real Estate in accordance with applicable law.

**Section 12. Seller’s Closing Deliveries.** Seller shall deliver to Buyer at the Closing, executed and (where applicable) acknowledged, the following:

(a) The Deed;

(b) Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller, reasonably satisfactory to Buyer and in proper form for recording, if required, to evidence the authority of Seller to transfer title to the Real Estate;

(c) Real Estate Transfer Tax Form CD-57-S, if required by law;

(d) A certificate complying with the provisions of 26 U.S.C. § 1445 (FIRPTA), certifying that the transfer set forth herein is exempt from or subject to reduced FIRPTA taxes;

(e) Other documents as are reasonable and customary for the conveyance of real property in New Hampshire.

**Section 13. Buyer's Closing Deliveries.** Buyer shall deliver to Seller at the Closing, (where applicable) executed and (where applicable) acknowledged, the following:

(a) Evidence of City Council's approval of the purchase of the Real Estate reasonably satisfactory to Seller and in proper form for recording, if required, to evidence the authority of Buyer to purchase the Real Estate;

(b) Real Estate Transfer Tax Form CD-57-P, if required by law;

(f) Real Estate Transfer Tax Form PA-34, if required by law; and

(g) Other documents as are reasonable and customary for the conveyance of real property in New Hampshire.

**Section 14. Condemnation and Casualty.** If, after the Effective Date but on or before the Closing Date, the Real Estate or any portion thereof shall be (i) damaged or destroyed by fire or other casualty or (ii) taken as a result of any condemnation or eminent domain proceeding, Seller shall promptly notify Buyer, and Seller and Buyer each shall have the right to terminate this Agreement. If Seller does not terminate this Agreement, then Buyer, in its absolute discretion, may proceed with the Closing subject to the following conditions: (a) Buyer shall be allowed to participate in any insurance claim adjustment process; (b) Buyer may require that Seller restore the Real Estate to a condition that alleviates any threat to public health or safety; (c) any proceeds received by Seller as a result of the casualty or condemnation prior to the Closing shall be paid into the 261 Main Account, less any reasonable amounts the Seller spends to restore the Real Estate in accordance with the preceding clause (b); (d) if, as of the Closing Date, Seller has not received any insurance or condemnation proceeds, then at the Closing Seller will assign to Buyer all rights of Seller, if any, to the insurance or condemnation proceeds and to all other rights or claims arising out of or in connection with casualty or condemnation; and (e) to the extent these insurance or condemnation proceeds are not assignable, Buyer shall pay them into the 261 Main Account immediately upon receipt. Seller shall be entitled to use these funds for the purposes of the 261 Main Account set forth in Section 3(f), or for other purposes on which the Parties agree.

**Section 15. Termination; Buyback.**

(a) At any time and for any reason or for no reason whatsoever, Buyer has an unqualified, unconditional right to terminate this Agreement upon written notice to Seller ("**Buyer Termination Right**").

(b) After the Closing, at any time and for any reason or for no reason whatsoever, Buyer has an unqualified, unconditional right to convey the Real Estate back to Seller for a purchase price of One Dollar and Zero Cents (\$1.00) and other good and valuable consideration upon three (3) business days' advance written notice ("**Buyback Event**").

(c) After Buyer has used all Brownfields Funding awarded to Buyer for assessment and remediation of the Real Estate, or if no Brownfields Funding is awarded, then Buyer shall convey the Real Estate back to Seller for a purchase price of One Dollar and Zero Cents (\$1.00) and other good and valuable consideration (also a "**Buyback Event**"). This conveyance shall be made on a date agreed to by the Parties, but if no date is agreed to by the Parties, then Buyer, at its own convenience, may convey the Real Estate back to Seller for the consideration previously at any time.

(d) If Buyer exercises its Buyer Termination Right, or at the closing on the Buyback Event (the "**Buyback Closing**"), Buyer (a) shall turn over insurance or condemnation proceeds received by Buyer but not spent for the same purposes for which the 261 Main Account can be used if the Real Estate is damaged or destroyed by fire or other casualty or taken as a result of any condemnation or eminent domain proceeding; (b) to the extent assignable, shall assign to Seller all rights of Buyer, if any, to the insurance or condemnation proceeds and to all other rights or claims arising out of or in connection with the casualty or condemnation; (c) release to Seller any remaining funds in the 261 Main Account that are not required to pay any outstanding, unpaid expenses, except for the Contribution Payments, which Buyer shall be entitled to keep; (d) execute any documents required by law to be executed by a seller in connection with the Buyback Event; and (e) arrange for recording a deed substantially the same in form as the Deed, except with Buyer as grantor in place of Seller, and arrange for recording other instruments required by law to be recorded in connection with the sale of the Real Estate. If Seller fails to execute, acknowledge and deliver any instrument required by law to be executed in connection with the sale of the Real Estate back to Seller, then Buyer shall be entitled to execute, acknowledge and deliver the recordable instrument on behalf of Seller. By its execution of this Agreement, Seller expressly and irrevocably authorizes and constitutes as its attorney-in-fact Buyer and Buyer's counsel (as identified in Section 21 or subsequently identified by Buyer) with full power of substitution in the name and stead of Seller to execute, acknowledge, swear to and deliver these instruments. The foregoing power of attorney is coupled with an interest, and hence shall be irrevocable, and shall be binding upon Seller and its successors and assigns. If necessary, Buyer may record this Agreement as evidence of its right to convey the Real Estate back to Seller and as evidence of its appointment as attorney-in-fact.

(e) **Termination Due to Outside Closing Date.** This Agreement shall be terminated automatically and without need for action by either Party if the Closing does not take place by the Outside Closing Date.

**Section 16. Buyer Ownership.** While Buyer owns the Real Estate, Buyer shall not mortgage or otherwise permit a voluntary monetary lien to be recorded against the Real Estate. Buyer shall not be in violation of this Section 16 if Buyer has had work performed in connection with the Real Estate, payment for which is Seller's responsibility under this Agreement, and Seller's failure to pay the expense incurred results in the recording of a mechanics' or materialman's lien against the Real Estate. If Buyer permits a voluntary monetary lien to be recorded against the Real Estate in violation of this Agreement, Buyer promptly shall pay the amount necessary and shall cause the lien to be discharged prior to the Buyback Closing, and if Buyer fails to do this, then Seller may, in its absolute discretion, pay the amount necessary and cause the lien to be discharged, in which case Buyer shall reimburse Seller within ten (10) days of Seller's written demand for reimbursement.

**Section 17. Broker.** The Parties acknowledge that neither Party engaged the services of any broker, agent, finder or commission sales agent in connection with the sale of the Real Estate to Buyer. If any person or entity asserts any claim for a commission or fee, the Party alleged to be represented by the claimant shall be solely liable for the claim, and that Party shall defend, indemnify, and hold the other Party harmless from the claim, including all costs of defending the claim, including, but not limited to, reasonable attorney's fees.

**Section 18. Guaranty.**

(a) **Guaranteed Obligations; Representations and Warranties.** By signing this Agreement below, Guarantor irrevocably, unconditionally, and personally guarantees to Buyer the full, punctual and prompt performance of all of Seller's obligations under this Agreement, including, but not limited to, payment of all sums payable under the Agreement when due (the "**Guaranteed Obligations**"). Guarantor hereby incorporates by references all of Seller's representations and warranties under Section 8, paragraphs (b) through (k), as if made by Guarantor itself.

(b) **Liability.** Guarantor acknowledges that its liability under this Agreement is present, absolute, unconditional, continuing, primary, direct and independent of Seller's obligations. Buyer shall not be required to pursue any other remedies before invoking the benefits of this guaranty, including, without limitation, its remedies against Seller, and Buyer may, at its option, look to Guarantor for the performance of the Guaranteed Obligations to the extent provided herein, without having first commenced any action or proceeding against the Seller or any other parties or other security, and without having obtained any judgment against Seller. Enforcement of Buyer's rights against Seller shall not impair the right of Buyer to enforce this guaranty, Guarantor expressly agreeing that any action by Buyer shall never operate as a release of Guarantor's liability hereunder. Guarantor shall be conclusively bound, in any jurisdiction, by the judgment rendered in any action by Buyer against Seller, wherever instituted, as if Guarantor was a party to the action, even if not actually joined as a party. Guarantor's liability shall remain and continue in full force and effect notwithstanding (i) the non-liability of the Seller for any reason whatsoever for the payment and performance of the Guaranteed Obligations or any part thereof; (ii) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets of Seller, the marshaling of assets and liabilities of Seller, any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization,

arrangement, composition or readjustment or any similar proceeding, affecting Seller or any of its assets; (iii) the release of Seller from the observance of any of the agreements, covenants, terms or conditions contained in this Agreement by operation of law; (iv) any defenses or rights of set-off or counter-claims which Seller may have or assert; or (v) any failure by Buyer to inform Guarantor of any facts Buyer may now or hereafter know about Seller or the transactions contemplated by this Agreement, it being the intention hereof that Guarantor shall remain liable until the Guaranteed Obligations shall have been fully paid, performed and observed by Seller, notwithstanding any act, omission or thing that might otherwise operate as a legal or equitable discharge of Guarantor.

(c) Buyer Changes. Buyer may at any time and from time to time, with or without consideration, without prejudice to any claim against Guarantor hereunder, without in any way changing, releasing or discharging Guarantor from its liabilities and obligations hereunder and without notice to or the consent of Guarantor: (i) settle or compromise with Seller, or any other person primarily or secondarily liable with Seller, the Guaranteed Obligations or any renewal or extension thereof; (ii) renew, rearrange or extend the time, manner, place or terms of payment and performance of the Guaranteed Obligations or any renewal or extension thereof; (iii) forbear, extend the time for, or grant indulgences with respect to the enforcement of any of the Guaranteed Obligations or the exercise by Buyer of any other right or remedy contained in the Agreement or available under applicable law, whether the enforcement be fully prosecuted or otherwise; (iv) supplement, change, amend, substitute, modify, alter or cancel the Guaranteed Obligations or the Agreement; and (v) take other guarantees, collateral or security with respect to the Guaranteed Obligations.

(d) Waiver. Guarantor hereby waives: (i) any right to require Buyer to proceed against Seller or pursue any other remedy that Buyer has or to which it may be entitled; (ii) notice of the acceptance of this guaranty, presentment, demand, protest and notice of protest, nonpayment, default or dishonor of the Guaranteed Obligations or any renewal or extension thereof and any and all other rights and remedies now or hereafter accorded to guarantors by applicable law; (iii) diligence on the part of Buyer in the collection of the monetary sums included in the Guaranteed Obligations; (iv) notice of the failure of the Seller to pay or perform all or any of the Guaranteed Obligations in a timely manner and diligence on the part of Buyer in preserving the liability of any person on any of the Guaranteed Obligations; and (v) any right that Guarantor has or to which Guarantor may be entitled to cause a marshaling of Seller's assets.

(e) No Waiver; Subrogation of Guarantor's Rights against Seller. No failure, omission or delay on the part Buyer in exercising any rights hereunder or in taking any action to collect or enforce payment or performance of the Guaranteed Obligations or in enforcing observance or performance of any agreement, covenant, term or condition to be performed or observed under this Agreement against Seller shall operate as a waiver of any right or in any manner prejudice the rights of Buyer against Guarantor. Guarantor hereby unconditionally and irrevocably agrees that it will not at any time exert or exercise against Seller, and does hereby subordinate, any right of or claim to subrogation, reimbursement, indemnity, contribution or payment against Seller (including any right to proceed upon any collateral pledged by Seller to Guarantor) for or with respect to any amounts which Guarantor may pay or be obligated to pay to Buyer, including, without limitation, any right to enforce any remedy which Guarantor now or

hereafter shall have against Seller by reason of obligations which Guarantor may perform, satisfy or discharge under or with respect to this guaranty until the Guaranteed Obligations have been paid in full. The payment of any amounts due with respect to any indebtedness of Seller now or hereafter held by Guarantor is hereby subordinated to the prior payment in full of the Guaranteed Obligations. Guarantor agrees that Guarantor will not demand, sue for or otherwise attempt to collect this indebtedness of Seller to Guarantor until the Guaranteed Obligations shall have been paid in full. If Guarantor collects, enforces or receives any amounts in respect of this indebtedness, the amounts shall be collected, enforced and received by Guarantor as trustee for Seller and be paid over to Seller on account of the Guaranteed Obligations without affecting in any manner the liability of Guarantor under the other provisions of this guaranty.

(f) Default. Failure of Guarantor to keep, observe or perform any term, covenant or obligation under this Agreement shall constitute a default. In addition, the following events shall also constitute defaults: (i) if any representation or warranty by Guarantor or in any writing furnished by Guarantor in connection with or pursuant to this Agreement shall be false in any material respect with respect to Guarantor on the date as of which made; or (ii) if Guarantor makes an assignment for the benefit of creditors; or (iii) if Guarantor petitions or applies to any tribunal for the appointment of a trustee or receiver of the business, estate or assets or of any substantial portion of the business, estate or assets of Guarantor, or commences any proceedings relating to Guarantor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect; or if any petition or application is filed or any proceedings are commenced against Guarantor and Guarantor by any act indicates its approval thereof, consent thereto, or acquiescence therein, or any order is entered appointing any trustee or receiver, or declaring Guarantor bankrupt or insolvent, or approving the petition in any proceedings.

## **Section 19. Statutory Notifications.**

(a) Notification Regarding Radon Gas and Lead Paint. In compliance with the requirements of RSA 477:4-a, the following information is provided by Seller to Buyer:

- (i) Radon Gas. Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence, and equipment is available to remove it from the air or water.
- (ii) Lead Paint. Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health

hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

(b) Notification Regarding Private Water Supply and Sewage Disposal Systems. In compliance with RSA 477:4-c, the following information is provided by Seller to Buyer:

- (i) The Real Estate is served by a private water supply (“**PWS**”). Pursuant to NH RSA 477:4-c, Seller makes the disclosures set forth on **Exhibit D**.
- (ii) The Real Estate is served by a private septic disposal system (“**PSDS**”). Pursuant to NH RSA 477:4-c, Seller makes the disclosures set forth on **Exhibit D**.

Seller will make available information in its possession regarding the PWS and PSDS for inspection during the Due Diligence Period.

(c) Methamphetamine. To Seller’s knowledge, methamphetamine production has not occurred on the property.

(d) Public Utility Tariff. To Seller’s knowledge, no metered public utility services at the Real Estate that the Buyer may be responsible for paying as a condition of utility service is provided under a tariff with unamortized or ongoing charges for energy efficiency or renewable energy improvements pursuant to RSA 374:61.

**Section 20. Survival.** The following sections of this Agreement survive delivery of the Deed, prior termination of this Agreement, and delivery of a deed from Buyer to Seller at a Buyback Closing: Section 2(c), Section 3, Sections 5 through 7, Sections 14 through 18, and Sections 20 through 36.

**Section 21. Entire Agreement; Modification.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the purchase and sale of the Real Estate, and no oral statements or promises and no understanding not embodied in this Agreement shall be of any effect whatsoever. This Agreement cannot be changed, amended, or modified in any way except by an instrument in writing, executed by the Party or Parties to be charged with the change, amendment, or modification.

**Section 22. Notices and Requests.** Any notice, request, instruction, or other document given or required to be given hereunder shall be in writing and shall be deemed given (a) when hand-delivered, or (b) provided that a courtesy email copy is sent simultaneously with mailing, when deposited in the mail by registered or certified mail, postage prepaid, or by overnight mail by a nationally recognized delivery business (e.g., Federal Express, UPS) to the Parties at their addresses set forth below or at another address or addresses that the Parties shall by like manner notify each other from time to time.

If to Buyer: City of Somersworth, New Hampshire,  
One Government Way  
Somersworth, New Hampshire 03878



Attention: Robert M. Belmore, City Manager  
Email: bbelmore@somersworthnh.gov

With a copy to:

Gareth I. Orsmond, Esq.  
Pierce Atwood LLP  
One New Hampshire Ave., Suite # 350  
Portsmouth, NH 03801  
Email: gorsmond@pierceatwood.com

If to Seller: David Baker, Manager  
261 Main Street, LLC

\_\_\_\_\_  
\_\_\_\_\_

Email:

With a copy to:

If to Guarantor

David Baker

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

**Section 23. Assignment.** This Agreement may not be assigned by any Party without the prior written consent of the other Parties, which any non-assigning Party can withhold in its absolute discretion.

**Section 24. Recording.** Except as required under Section 15, this Agreement nor any memorandum or notice of this Agreement may be recorded by any Party hereto without the prior written consent of the other Party.

**Section 25. Binding Effect; Severability.** This Agreement and the rights, duties and obligations of the Parties shall be binding upon and for the benefit of the Parties and their respective legal representatives, successors, and assigns. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement or the application of the term or provision to persons or circumstances other than

those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Section 26. Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, regardless of any conflict or choice of law principles under which the laws of another jurisdiction may apply. The Parties each hereby waive any right to jury trial in the event any Party files an action relating to this Agreement or to the transactions or obligations contemplated hereunder.

**Section 27. Time is of the Essence.** Time is of the essence with respect to performance of all obligations under this Agreement.

**Section 28. Construction.** The Parties acknowledge that the Parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**Section 29. Exculpation from Personal Liability.** In no event shall this Agreement be deemed to permit any recourse for the liabilities or obligations hereunder against any person or entity that is a director, officer, employee, member, manager, partner, beneficiary, or trustee of Seller or Buyer. This provision does not apply to Guarantor, which joins this Agreement in its individual capacity.

**Section 30. Waiver.** The failure of either Party to insist on strict performance of any of the provisions of this Agreement or to exercise any right granted to it shall not be construed as a relinquishment or future waiver; rather, the provision or right shall continue in full force. No waiver of any provision or right shall be valid unless it is in writing and signed by the Party giving it

**Section 31. Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday for national banks in the location where the Real Estate is located, in which event the period shall run until the end of the next "**business day**," which means a day that is neither a Saturday, Sunday, or legal holiday. Time periods shall be calculated based on the date and time in Portsmouth, New Hampshire, and all time periods shall end at 5:00 p.m. on the last day of the period. Unless the term "business day" is specified, all references to "day" or "days" shall mean calendar days.

**Section 32. Force Majeure.** Seller and Buyer shall each have the right to extend the Closing Date by written notice to the other Party and the Escrow Agent in the event that a Force Majeure Event (defined below) results in any of the following to the extent that the Closing is, as a result, made impracticable due to: (i) the unavailability of applicable local or state governments to the extent necessary to consummate the Closing in accordance with the terms of this Agreement or act on an application for Brownfields Funding; or (iii) the inability of Buyer

and/or Seller, or their respective legal counsel, to successfully deliver recordable documents to Escrow Agent via a reputable overnight courier, the United States Postal Service or by any other means available; provided, however, Seller and Buyer will reasonably cooperate to cause the Closing to occur as soon as reasonably practicable after the originally scheduled Closing Date, and provided further that this Section 32 shall not apply if, as a result of Force Majeure, the Brownfields Funding is no longer available or will not be available due to the Closing not taking place by a certain date. As used herein, a “Force Majeure Event” shall mean strikes, lock-outs, labor troubles, failure of power, fire or other casualty, judicial orders, enemy or hostile government actions, riots, insurrection or other civil commotions, war, pandemics or other public health emergencies, or other reasons of a like nature not caused by the fault of the Parties hereto.

**Section 33. Exhibits.** All exhibits attached or to be attached to this Agreement are incorporated herein by reference.

**Section 34. Consents.** If, under this Agreement, the consent of a Party is required, the consent shall be in writing and shall be executed by a duly authorized officer or agent.

**Section 35. Captions; Sections.** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Any reference to “Section” followed by a number is a reference to the corresponding section of this Agreement, except where the context implies otherwise (e.g., a reference to a section of a code).

**Section 36. Counterparts.** This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Counterparts may consist of documents which are photocopies, portable document files, facsimile transmissions or similar reproduction methods. Seller shall provide Buyer with at least one original counterpart signature to enable this Agreement to be recorded pursuant to Section 15, if necessary.

**[Rest of Page Intentionally Blank; Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Agreement all as of the Effective Date.

**Seller:**

261 Main Street, LLC

By: \_\_\_\_\_  
David Baker, Manager

**Guarantor:**

\_\_\_\_\_  
David Baker, individually

**State of New Hampshire  
Rockingham, ss.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me David Baker, Manager of 261 Main Street, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of 261 Main Street, LLC.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My commission expires: \_\_\_\_\_

**State of New Hampshire  
Rockingham, ss.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me David Baker, individually, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Three (3) certain tracts or parcels of land, with the buildings thereon situated in Somersworth, in the County of Strafford, in the State of New Hampshire, and bounded and described as follows:

#### **TRACT ONE**

A certain tract or parcel of land with the buildings thereon situated in Somersworth in the County of Strafford and State of New Hampshire and lying at the corner of Main and Water Streets, bounded and described as follows, to wit:

Beginning on the westerly side of Main Street at its junction with said Water Street and running thence southerly by said Main Street ninety-six (96) feet; thence westerly by the right-of-way one hundred ten (110) feet to a post in the ground; thence northerly ninety (90) feet to a post in the ground at said Water Street; thence easterly by said Water Street to said Main Street and the point begun at. Together with the right-of-way ten feet wide between the premises hereby conveyed and that now or formerly of Philip Dumais, in common and undivided.

#### **TRACT TWO**

A certain lot or parcel of land with the buildings thereon situated in Somersworth on the Westerly side of Depot Street, bounded and described as follows:

Beginning at a stone set in the ground on the Westerly side of said Depot Street and running Westerly by land of Marion Lageaux 100 feet; thence running Northerly by land of Alphonse Hamil thirty-six feet, nine inches, more or less; thence running Easterly by land now or formerly of Joseph Alfred Labrecque and Maria Eva Alberta Labrecque fifty-one feet to the said Depot Street; thence running Southerly by the said Depot Street seventy-nine feet five inches to the point begun at.

#### **TRACT THREE**

A certain tract or parcel of land situate in Somersworth on the Southerly side of Water Street, bounded and described as follows:

Beginning on the Southerly side of Water Street at the Northwesterly corner of other land of the Grantees and running thence Southwesterly by said land of the Grantees and land of Demers one hundred sixty-one (161) feet, more or less, to land of Labrecque thence turning and running Southwesterly by said Labrecque land one hundred thirty (130) feet, more or less, to land formerly of Farley; thence turning and running Southwesterly by said land formerly of Farley and land formerly of the Great Falls Manufacturing Company one hundred fifty-six feet, more or

less, to Water Street; thence turning and running Northwesterly by said Water Street ninety (90) feet, more or less, to the point begun at.

Reference is made to a Warranty Deed dated October 13, 2021, from PNF Realty, Inc., to 261 Main Street, LLC, recorded with the Strafford County Registry of Deeds at Book 4966, Page 586.

**EXHIBIT B**

**FORM OF WARRANTY DEED**

After recording return to:  
Pierce Atwood LLP  
One New Hampshire Ave, Suite 350  
Portsmouth, NH 03801

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, THAT

261 Main Street, LLC, a New Hampshire limited liability company, having its principal place of business at 261 Main Street, Somersworth 03878, New Hampshire, for consideration paid, grants to the City of Somersworth, a municipality duly organized under the laws of New Hampshire, having its principal offices at, Somersworth, NH 03878, with WARRANTY COVENANTS, the real property, situated in the City of Somersworth, County of Strafford and State of New Hampshire, described as follows:

SEE EXHIBIT A HERETO ATTACHED

Real Estate address is 261 Main Street, Somersworth, NH Tax Map 9, Lot 21 7.

In witness whereof, 261 Main Street, LLC has caused this instrument to be executed by David Baker on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
David Baker, Manager

**State of New Hampshire**  
**Rockingham, ss.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me David Baker,  
Manager of 261 Main Street, LLC, and acknowledged the foregoing instrument to be his free act  
and deed in his said capacity, and the free act and deed of 261 Main Street, LLC.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My commission expires: \_\_\_\_\_



## **EXHIBIT C**

### **ESCROW AGREEMENT**

This Escrow Agreement, dated as of \_\_\_\_\_, 2023, is by and among 261 Main Street, LLC (“Seller”), the City of Somersworth, New Hampshire, acting by and through its city council (“Buyer” or the “City”), David Baker (“Guarantor”), and the City of Somersworth, New Hampshire, acting by and through its city council, as escrow agent (“Escrow Agent”)

#### **Recitals**

A. Seller, Guarantor and Buyer are parties to a certain Real Estate Purchase and Sale Agreement (“Agreement”) of even date herewith with respect to certain property and assets situated in Somersworth, New Hampshire, as more particularly described therein.

B. Pursuant to the Agreement, Seller has deposited \$25,000.00 (the “Deposit”) and will be making one or more Contribution Payments, as defined in the Agreement (together with the Deposit, the “Escrow Funds”), to be held in escrow as contemplated by the Agreement, and to be disbursed in accordance with the terms therein.

C. The parties have requested that the City serve as the Escrow Agent to hold the Deposit. The City has agreed to do so on the terms and conditions set forth herein.

#### **Agreement**

**NOW, THEREFORE**, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All capitalized terms used in this Escrow Agreement that are not defined herein shall have the meaning provided to them in the Agreement.
2. Escrow Agent shall cause the Deposit to be deposited in a separate, non-interest-bearing account and shall use and release the Escrow Funds in accordance with the terms of the Agreement.
3. If Escrow Agent receives or becomes aware of any conflicting demands or claims with respect to the Deposit, or the rights of any of the parties, Escrow Agent shall have the right, but not the obligation, to discontinue in any and all further acts on its part until the conflict is resolved to its satisfaction. Escrow Agent shall have the right, but not the obligation, to file a suit in Interpleader and pursuant thereto to deposit the Deposit with the court, whereupon Escrow Agent shall be fully released and discharged from any further obligations hereunder.

4. Escrow Agent shall not be liable for any error of judgment or for act done or admitted to be done by it in good faith, or for any negligence other than its gross negligence, nor shall it be answerable to any loss of all or any part of the Deposit, so long as it is held in Escrow Agent's trust account, as provided above. Escrow Agent may act and rely upon any instrument or signature believed by it to be genuine and it may assume that any person purporting to give any notice or receipt has been duly authorized to do so.

5. The parties acknowledge that Escrow Agent is also the Buyer and waive any objection to this arrangement.

6. Seller, Guarantor, and Buyer, jointly and severally, agree to assume liability for, and do hereby agree to indemnify and hold Escrow Agent harmless from and against any and all liabilities, obligations, loss, costs or expense incurred by Escrow Agent in any way relating to, or arising out of this Escrow Agreement, or compliance by Escrow Agent with the terms hereof, except for damages arising out of any gross negligence or willful misconduct on the part of Escrow Agent. The provisions of this section shall survive the termination of this Escrow Agreement or the resignation of Escrow Agent.

7. Any notices to Seller, Guarantor, and Buyer shall be given at the addresses set forth in and in compliance with the provisions of the Agreement. Notices to the Escrow Agent shall be given in accordance with the requirements of the Agreement to:

City of Somersworth, New Hampshire,  
One Government Way  
Somersworth, New Hampshire 03878  
Attention: Robert M. Belmore  
Email: bbelmore@somersworthnh.gov

8. This Escrow Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

9. The terms and provisions of this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[Rest of Page Intentionally Blank; Signatures Follow]

**IN WITNESS WHEREOF**, the parties have caused their names to be signed to this Escrow Agreement as of the date and year first above written.

**Seller:**

261 Main Street, LLC

By: \_\_\_\_\_  
David Baker, Manager

**Buyer:**

The City of Somersworth, New Hampshire,  
Acting through its City Council,

By: \_\_\_\_\_  
Robert M. Belmore, City Manager  
Duly Authorized

**Guarantor:**

\_\_\_\_\_  
David Baker, individually

**Escrow Agent:**

The City of Somersworth, New Hampshire,  
Acting through its City Council,

By: \_\_\_\_\_  
Robert M. Belmore, City Manager  
Duly Authorized

**EXHIBIT D**

**NH RSA 477-4.c. DISCLOSURES**

**A. Water Supply System:**

Type of water supply system:

Location of water supply system:

Malfunctions of the Water Supply System (if known):

Date of installation (if known):

Date of most recent water test:

Whether or not the SELLER has experienced problems with the water system such as unsatisfactory water test or a water test: Yes \_\_\_\_ No \_\_\_\_\_

Brief Notation of Problems:

**B. Septic Disposal System:**

Size of the tank:

Type of system:

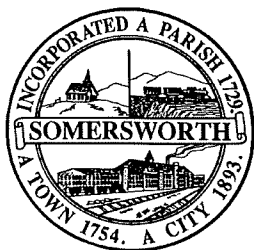
Location:

Malfunctions (if any):

Age of system:

Date most recently serviced:

Name of contractor who normally services system:



## *Somersworth Police Department*

*12 Lilac Lane*

*Somersworth, NH 03878*

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

Timothy J. McLin  
Chief of Police

Memo To: Robert Belmore, City Manager  
From: Timothy McLin, Chief of Police  
Date: February 24, 2023  
Subject: Body Camera Update

---

Bob,

The purpose of this memo is to provide an update on our Body Camera Program.

### Equipment

- All equipment has been delivered.
- Motorola will be coming to the police department on 4/17/23 to provide roll out equipping and also training select staff. Motorola will be at the station for 3 days.
- The vehicle cradle points have been installed except for one, which will be installed in our new cruiser coming in March.

### Server

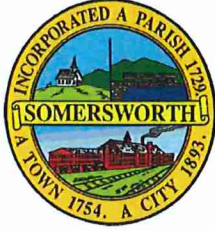
- The server has been installed, and Backbay Networks will have the server integrated in April.

### Redaction Software

- The redaction software has been installed, and is ready to integrate with the body cameras.

### Implementation

- We will be providing training to all officers in the use of the body cameras, as well as training in NH State Law and our policy. We will also provide training in redaction as well.
- It is estimated that the body cameras will be fully implemented in mid-May, 2023.



**City of Somersworth**  
**Department of Development Services**  
 One Government Way, Somersworth, NH 03878  
 603/692-9519  
 FAX 603/692-9575  
[www.somersworth.com](http://www.somersworth.com)

## Community Revitalization Tax Relief Incentive Application

(per City Ordinance Chapter 31)

Date: \_\_\_\_\_ [Office use only. Fee submitted: \_\_\_\_\_]

### Property information

Property address/location: 85 Elm Street & 20 Green Street

Name of building (if applicable): Lloyd Wells House (existing)

Tax Map: 10 Lot #: 176 & 177

### Property owner

Name (include name of individual): Robert Previti, Manager of 85 Elm Street Somersworth LLC & 20 Green Street Somersworth LLC

Mailing address: PO Box 571, Greenland, NH

Telephone #: \_\_\_\_\_ Email: rpreviti@slvlaw.com

### Proposed project

Explain project and include number of years of relief being requested (attach additional sheets if necessary): The proposed project would (i) construct a new 128-unit multifamily residential building; and, (ii)

renovate an existing 6 unit multifamily apartment building of historic importance known locally as the Lloyd Wells

House. The applicant is requesting 7 years of relief pursuant to NH RSA 79:E and City Ordinance Chapter 31.

Building uses Existing: Multifamily & Industrial; Proposed: Multifamily

Nonresidential square footage. Existing: ~5,000 ; Proposed: 3494 (lobby of new building)

# of residential dwelling units. Existing: 8 ; Proposed: 134 (including 6 existing)

Expected construction dates. Start: June 1, 2023 ; Finish: November 1, 2024

## Project costs

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

Structural: \$16,625,101 Cost: \$

Electrical: \$2,675,880 \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Plumbing: \$2,813,194 Cost: \$                     

Mechanical: \$2,928,032 Cost: \$

Other: Repairs to Lloyd Wells House Cost: \$ \$100,000 +/-

## Other Information

Name of contractor (if known): \_\_\_\_\_

Will the project include any residential housing units? Y\_\_\_\_; If so, how many? 134 (6 existing)

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)? 1. Please see Attachment A.

## 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.

covenant.

Signature of property owner (1):  Date: 3/2/2023

Signature of property owner (1): \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of property owner (2): \_\_\_\_\_ Date: 3/2/2023

## **Attachment A**

### **Public Benefits of the Project**

The project provides all four of the public benefits set forth in Chapter 31, Section 7 of the Ordinance.

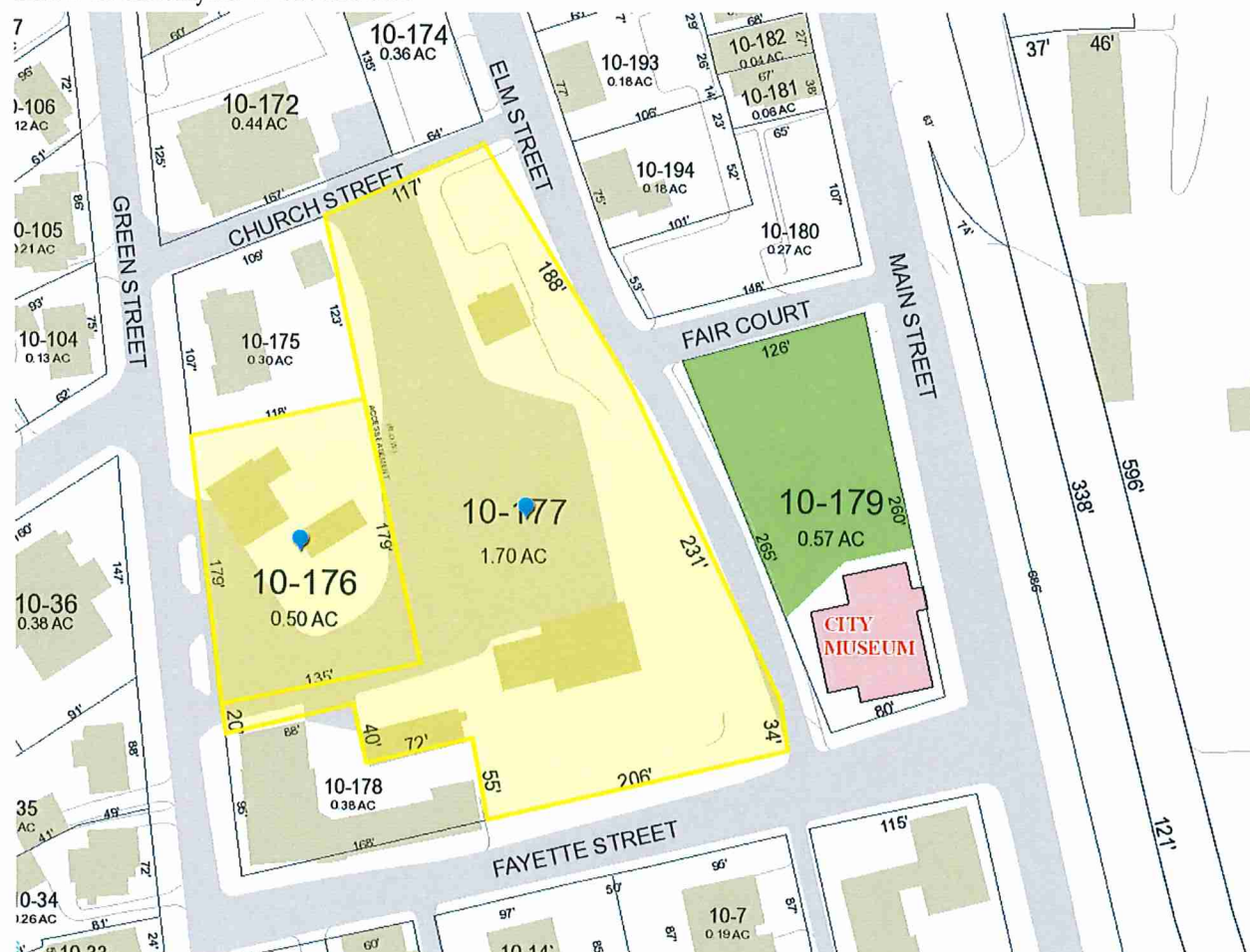
1. It enhances the economic vitality of the downtown. The project will bring 128 new units of residential housing to downtown Somersworth. The residents of those units will need and want a vibrant and walkable downtown and will stimulate economic activity in the downtown and beyond.
2. It enhances and 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. The project is in the City's Historic District and the Lloyd Wells House, which is a contributing structure of historic importance to the Historic District, is located on the property. The project will include renovations to the Lloyd Wells House to preserve its historic features.
3. It promotes development of compact and vibrant municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B. The project will provide compact residential housing in downtown Somersworth. Further, it will activate the streetscape along Elm Street, which the property abuts, and which is currently in disrepair, and if successful, it will encourage others to invest in downtown Somersworth as well.
4. It increases non-subsidized residential housing in the Downtown Revitalization District. The Project will create 128 and improve 6 non-subsidized residential housing units in the Downtown Revitalization District.



**DATE:** February 24, 2023  
**TO:** Robert Belmore, City Manager  
**FROM:** Michelle Mears, AICP  
 Director of Planning and Community Development

**Re: Chapter 31 Community Revitalization Tax Incentive Request for 85 Elm and 20 Green Street Map 10 Lot 176 & 177**

Attached is a Community Revitalization Tax Relief Incentive Program (Ch. 31) for 85 Elm and 20 Green Street Map 10 Lot 176 & 177, owned by Robert Previti Manager of 85 Elm and 20 Green Street Somersworth, LLC. Currently these are two separate parcels the applicant is Voluntary Merging per RSA 674:39a the lots. The owner has submitted to the Planning Board for Site Plan approval for 128- unit multifamily development and renovate existing 6-unit multifamily apartment building know as the Llyod Wells House.



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

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

The 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. Total estimated new total construction project cost is:

- Structural: \$16,625,101
- Electrical: \$2,675,880
- Plumbing: \$2,813,194

**Total: \$22,114,175 (this figure does not include site work)**

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.

**Master Plan:** This project complies with the following goals of 2010 Master Plan Chapter:

Goal 1. To make the vision a reality, the City will aggressively pursue the following goals: 1. Make the downtown a livable, walkable, vibrant focal point for the city and region that is physically

attractive, socially and culturally energized and offers the opportunity for a diversity of business activity

Goal 3. Actively manage growth that is consistent with the city's vision and master plan and provides for a balance of residential, recreational, business, industrial and institutional activities.

Goal 6. Grow great neighborhoods that provide a variety of housing opportunities to accommodate its diverse citizenry while respecting the city's natural and cultural heritage.



PROPERTY LOCATION

No

Alt No

Direction/Street/City

85

ELM ST, SOMERSWORTH

OWNERSHIP

Unit #:

Owner 1:

85 ELM STREET SOMERSWORTH LLC

Owner 2:

Owner 3:

Street 1:

PO BOX 571

Street 2:

Twn/City:

GREENLAND

St/Prov:

NH

Cntry

Own Occ:

N

Postal:

03840

Type:

PREVIOUS OWNER

Owner 1:

MICHAEL + MICHAEL PROP LLC -

Owner 2:

-

Street 1:

PO BOX 1704

Twn/City:

ROCHESTER

St/Prov:

NH

Cntry

Postal:

03866-1704

NARRATIVE DESCRIPTION

This parcel contains 1.8 ACRES of land mainly classified as MULT HS with a MULTI-GRDN Building built about 1870, having primarily VINYL Exterior and 5957 Square Feet, with 6 Units, 6 Baths, 0 3/4 Bath, 0 HalfBath, 26 Rooms, and 14 Bdrms.

OTHER ASSESSMENTS

Code	Descrpt/No	Amount	Com. Int

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
109	1.800	373,100	35,300	105,900	514,300
Total Card					
	1.800	373,100	35,300	105,900	514,300
Total Parcel					
	1.800	532,600	35,300	105,900	673,800
Source: Market Adj Cost					
	Total Value per SQ unit /Card:		86.33	/Parcel: 89.37	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2022	109	FV	532,600	35300	1.8	105,900	673,800	Year End Roll		12/15/2022
2021	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		12/22/2021
2020	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		18/2021
2019	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		11/12/2019
2018	109	FV	293,600	23400	1.8	141,400	458,400	Year End Roll		12/7/2018
2017	109	FV	293,500	23400	1.8	141,400	458,300	Year End Roll		11/14/2017
2016	109	FV	293,500	23400	1.8	141,400	458,300	Year End Roll		10/25/2016
2015	109	FV	293,500	23400	1.8	141,400	458,300	year end		10/26/2015

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
MICHAEL + MICHA	4998-0019	1/10/2022	INSUFF MKT	900,000	No	No			
MASSE MARTIN +	2112-0516	6/8/1999	PART INTERES	197,500	No	No			
	1047-546	3/31/1980		507	No	No			

BUILDING PERMITS

Date	Number	Descrpt	Amount	C/O	Last Visit	Fed Code	F. Descrpt	Comment
12/17/2019	M2019-193	PLUMBING	3,500	C				BOILR/FURN REPLCMT
3/2/2011	B-2011-20	MANUAL	7,000	C	4/9/2012			REPLACE DECK - RAI
7/12/2004	3691	MANUAL	1,000	C				new deck and stair

PROPERTY LOCATION

No

Alt No

Direction/Street/City

85

ELM ST, SOMERSWORTH

OWNERSHIP

Unit #:

Owner 1:

85 ELM STREET SOMERSWORTH LLC

Owner 2:

Owner 3:

Street 1:

PO BOX 571

Street 2:

Twn/City:

GREENLAND

St/Prov:

NH

Cntry

Own Occ:

N

Postal:

03840

Type:

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2022	109	FV	532,600	35300	1.8	105,900	673,800	Year End Roll		12/15/2022
2021	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		12/22/2021
2020	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		18/2021
2019	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		11/12/2019
2018	109	FV	293,600	23400	1.8	141,400	458,400	Year End Roll		12/7/2018
2017	109	FV	293,500	23400	1.8	141,400	458,300	Year End Roll		11/14/2017
2016	109	FV	293,500	23400	1.8	141,400	458,300	Year End Roll		10/25/2016
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SALES INFORMATION

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	1047-546	3/31/1980		507	No	No			

BUILDING PERMITS

Date	Number	Descrpt	Amount	C/O	Last Visit	Fed Code	F. Descrpt	Comment
12/17/2019	M2019-193	PLUMBING	3,500	C				BOILR/FURN REPLCMT
3/2/2011	B-2011-20	MANUAL	7,000	C	4/9/2012			REPLACE DECK - RAI
7/12/2004	3691	MANUAL	1,000	C				new deck and stair

PROPERTY FACTORS

Item	Code	Description	%	Item	Code	Description
Z	BH	BH		water	1	TYPICL
				Sewer		
				Electri		
				Exmpt		
D	2	2	100	Topo		
s				Street		
t				Gas:		

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
109	1.800	373,100	35,300	105,900	514,300
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	1.800	373,100	35,300	105,900	514,300
Total Parcel					
	1.800	532,600	35,300	105,900	673,800
Source: Market Adj Cost					
	Total Value per SQ unit /Card:		86.33	/Parcel: 89.37	

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
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2020	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		18/2021
2019	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		11/12/2019
2018	109	FV	293,600	23400	1.8	141,400	458,400	Year End Roll		12/7/2018
2017	109	FV	293,500	23400	1.8	141,400	458,300	Year End Roll		11/14/2017
2016	109	FV	293,500	23400	1.8	141,400	458,300	Year End Roll		10/25/2016
2015	109	FV	293,500	23400	1.8	141,400	458,300	year end		10/26/2015

TAX DISTRICT

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
MICHAEL + MICHA	4998-0019	1/10/2022	INSUFF MKT	900,000	No	No			
MASSE MARTIN +	2112-0516	6/8/1999	PART INTERES	197,500	No	No			
	1047-546	3/31/1980		507	No	No			

BUILDING PERMITS

Date	Number	Descrpt	Amount	C/O	Last Visit	Fed Code	F. Descrpt	Comment
12/17/2019	M2019-193	PLUMBING	3,500	C				BOILR/FURN REPLCMT
3/2/2011	B-2011-20	MANUAL	7,000	C	4/9/2012			REPLACE DECK - RAI
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PROPERTY LOCATION

No

Alt No

Direction/Street/City

85

ELM ST, SOMERSWORTH

OWNERSHIP

Unit #:

Owner 1:

85 ELM STREET SOMERSWORTH LLC

Owner 2:

Owner 3:

Street 1:

PO BOX 571

Street 2:

Twn/City:

GREENLAND

St/Prov:

NH

Cntry

Own Occ:

N

Postal:

03840

Type:

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
2022	109	FV	532,600	35300	1.8	105,900	673,800	Year End Roll		12/15/2022
2021	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		12/22/2021
2020	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		18/2021
2019	109	FV	532,300	23400	1.8	105,900	661,600	Year End Roll		11/12/2019
2018	109	FV	293,600	23400	1.8	141,400	458,400	Year End Roll		12/7/2018
2017	109	FV	293,500	23400	1.8	141,400	458,300	Year End Roll		11/14/2017
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	1047-546	3/31/1980		507	No	No			

BUILDING PERMITS

Date	Number	Descrpt	Amount	C/O	Last Visit	Fed Code	F. Descrpt	Comment
12/17/2019	M2019-193	PLUMBING	3,500	C				BOILR/FURN REPLCMT
3/2/2011	B-2011-20	MANUAL	7,000	C	4/9/2012			REPLACE DECK - RAI
7/12/2004	3691	MANUAL	1,000	C				new deck and stair

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / Price/Units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Inf1	%	Inf2	%	Inf3	%	Appraised Value	Alt Class	Spec Land	J Code	Fact	Use Value	Notes
109	MULT HS		43560		SQUARE FEESITE			0	2.	1.00 CF									87,120					87,100	
109	MULT HS		0.8		ACRES	SITE		0	9,000.	1.00 CF									7,200					7,200	
109	MULT HS		659		FRONT FEESITE			0	35.35	0.47 CF			TOPO	-15	LOC	-45			10,891					10,900	
109	MULT HS		20		FRONT FEESITE			0	35.35	1.00 CF									707					700	

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
109	1.800	373,100	35,300	105,900	514,300
Total Card					
	1.800	373,100	35,300	105,900	514,300
Total Parcel					
	1.800	532,600	35,300	105,900	673,800
Source: Market Adj Cost					
	Total Value per SQ unit /Card:		86.33	/Parcel: 89.37	

PREVIOUS ASSESSMENT

2025 YEAR-END ROLL COMMENT									
Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Yr
2022	109	FV	532,600	35300	1.8	105,900	673,800		Yr
2021	109	FV	532,300	23400	1.8	105,900	661,600	661,600 Yr	
2020	109	FV	532,300	23400	1.8	105,900	661,600	661,600 Yr	
2019	109	FV	532,300	23400	1.8	105,900	661,600	661,600 Yr	
2018	109	FV	293,600	23400	1.8	141,400	458,400	458,400 Yr	
2017	109	FV	293,500	23400	1.8	141,400	458,300	458,300 Yr	
2016	109	FV	293,500	23400	1.8	141,400	458,300	458,300 Yr	
2015	109	FV	293,500	23400	1.8	141,400	458,300	458,300 year	



### SKETCH

ACCESS VIA L'ANGELIER CT (OFF GREEN ST);  
LG PKG LOT; WOB; 2022: OLD WDWs, ROOF  
AV, SDG GD, SOME ROTTED TRIM.

	Lvl 1	Rms:	BRS:	Baths:	HB
Lower		26	14	6	
Totals					

## REMODELING RES BREAKDOWN

Exterior:	No Unit	RMS	BRS	FL
Interior:	4	4	2	M

2	5	3
---	---	---

Kitchen:					
Baths:					
Plumbing:					
Electric:					
Heating:					
General:					
	<b>Totals</b>				
	6	26	14		

## Code

[illegible]

PARCEL ID 10 177 0												
Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB Fa	Appr Value	JCod JFact	Juris. Value
66	A	AG	1930	19.45 T	36	109				18,100		18,100
20	A	AV	1970	1.08 T	73.5	109				17,200		17,200

[illegible]

Code	Description	Area - SQ	Rate - AV	Undepr Value	Sub Area	% Usbl	Descrp	% Type	Qu #	Ten
FFL	1ST FLOOR	2,292	66,200	151,721						
BMT	BASEMENT	2,134	14,560	31,078	TFL	90				0
SFL	2ND FLOOR	1,929	66,200	127,692						
TFL	3RD FLOOR	1,736	56,270	97,684						
OPF	OPEN PORCH	1,538	11,610	17,849						
Net Sketched Area: 9,629				Total: 426,024						
Size Ad	5957,0999	Gross Area	9822	FinArea	5957					









## SKETCH

"DESANITS PLUMBING & HEATING" FFL HEAT  
COAL HEAT,12' FSBO- NEEDS TLC, ROOF AV,  
SIDING AV, SOME REPL WINDOWS, EXT AVG,  
-USED AS A WORKSHOP-CODE AS REG  
GARAGE,-9/20-REAR CLUTTERED USED CARS,  
CRD LFT.

Lower	
Upper	

Lower	RMs:	Baths:	HB 1
Totals			

Additions:	
------------	--

Kitchen:	
Bathis:	
Plumbing:	
Electric:	
Heating:	
General:	
Totals	

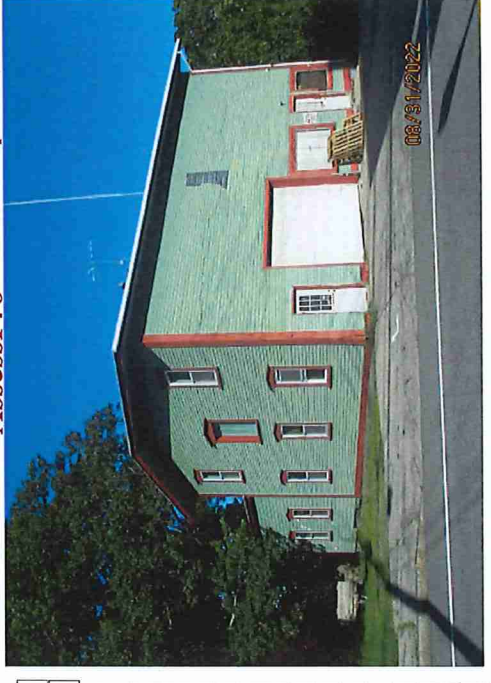
## Code

[illegible]

## SPEC FEATURES/YARD ITEMS

[illegible]

Color:	
10 176 0	



16	20	32
FFL	Bluff	
16		

"DESANITS PLUMBING & HEATING" FFL HEAT  
COAL HEAT 12- FSBO- NEEDS TLC, ROOF AV,  
SIDING AV, SOME REPL WINDOWS, EXT AVG,  
-USED AS A WORKSHOP-CODE AS REG  
GARAGE, 9/20-REAR CLUTTERED USED CARS,  
CRD LFT.

RESIDENTIAL GRID

1st Res	Grid	Desc:													# Units							
Level	FY	LR	DR	D	K	FR	RR	BR	FB	HB	L	O										
Other																						
Upper																						
Lvl 2																						
Lvl 1																						
Lower																						
Totals													RM's:					Baths:			HB 1	

## REMODELING RES BREAKDOWN

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

COMPARABLE SALES				
Rate	Parcel ID	Type	Date	Sale Price

	WtA\$/S/Q:	A/Rate:	Ind.Val	
Juris. Factor:			Before Depr:	47.66
Special Features:	0		Val/Su Net:	25.39
Final Total:	118600		Val/Su SzAd	39.43

Year:

[illegible]

## 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.





ELM STREET PERSPECTIVE 3

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TELEPHONE (603) 524-3885

February 28, 2023

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Ordinance No. 17-23

Title: **SUPPLEMENTAL APPROPRIATION FOR THE REPLACEMENT  
OF THE DISPATCH RADIO CONSOLE AT THE SOMERSWORTH  
POLICE STATION**

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

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

Date: 2/28/23

By: 



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February 28, 2023

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 36-23

**Title: TO AUTHORIZE THE CITY MANAGER TO USE FUNDING FROM  
THE AMERICAN RESCUE PLAN ACT AND CONTRACT WITH 2-WAY  
COMMUNICATIONS OF PORTSMOUTH, NH TO REPLACE THE  
DISPATCH RADIO CONSOLE AT THE SOMERSWORTH POLICE STATION**

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

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

Date: 2/28/23

By: 

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

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February 28, 2023

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 37-23

Title: **TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PURCHASE  
AND SALES AGREEMENT WITH DAVID BAKER TO PURCHASE THE  
PROPERTY LOCATED AT 261 MAIN STREET AND ACCEPT THE  
DEED FOR THE SOLE PURPOSE OF PURSUING A FEDERAL  
BROWNFIELDS CLEANUP GRANT**

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

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

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

2/28/23

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

