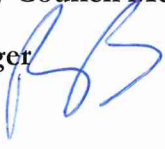


Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager 
DATE: Friday, May 12, 2023
SUBJECT: City Manager's Report for Monday, May 15, 2023 City Council Meeting

6:15 p.m. City Council Workshop

Constitutional Way Complete Streets Design Presentation by Britt Eckstrom of Wright-Pierce Engineering
Attached is the Presentation provided by Wright-Pierce Engineering.

Unfinished Business (under Section 15 of Agenda)

Ordinance

- A. **Ordinance No. 19-23: To Amend Chapter 32, Water Ordinance, Section 4.1.E, Service.** Again, the Public Works & Environment Committee recommends this Ordinance change.

New Business (under Section 16 of Agenda)

Ordinance

- A. **Ordinance No. 20-23: To Amend Chapter 4, Personnel Rules and Regulation Compensation Schedule.** The Government Operations Committee met on April 26th and voted to recommend this Ordinance amendment to the full Council. If adopted, this action would provide non-union staff with a 7% Cost of Living Adjustment (COLA) to their wages. Please note that the Water/Wastewater Union would receive the same increase as the Collective Bargaining Agreement has a "me too" clause so that any changes to COLA wage adjustment given to Non-Union employees carries over to these Union employees. There are 32 Non-Union employees and 13 Water/Wastewater employees that would receive the wage adjustment. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, June 5, 2023.
- B. **Ordinance No. 21-23: To Amend Chapter 4, Personnel Rules and Regulations, Section 11.4.4 Longevity.** The Government Operations Committee met on April 26th and voted to recommend this Ordinance amendment to the full Council. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, June 5, 2023.

- C. **Ordinance No. 22-23: Supplemental Appropriation for the Replacement of the Public Works Building Roof.** The Finance Committee met on May 4th and recommended using ARPA funds to fund this expense. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, June 5, 2023.

Resolutions

- A. **Resolution No. 44-23: To Authorize the City Manager to Amend the Renewal Cable Television Franchise Agreement between the City of Somersworth and Comcast of Maine/New Hampshire, Inc.** The Government Operations Committee met on April 26th and voted to move a Renewal Agreement to the full City Council for a vote. Attached is a summary from Attorney Kate Miller of the major components and considerations in structuring this Renewal. Attorney Miller will be in attendance to answer any questions. I recommend a Public Hearing be scheduled for the next regular Council meeting on Monday, June 5, 2023.
- B. **Resolution No. 45-23: To Authorize the City Manager to Contract with Triple Construction, LLC, of Hudson, New Hampshire for the Replacement of the Department of Public Works Building Roof.** The Finance Committee met on May 4th to discuss the only bid received for the roof replacement at the Public Works Building. After review, the Committee accepted Staff's recommendation to award the contract to Triple Construction, LLC of Hudson, New Hampshire. Attached are the materials provided to the Finance Committee.

Other

- A. **Discuss HB-75 and HB-270 (Requested by Councilor Ken Vincent).** Attached is a copy of a letter addressed to Senator Jeb Bradley.

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

Informational Items

- A. **Catch Basin Cleaning.** Attached is a Memorandum from City Engineer Amber Hall with the results of the four (4) bids received. I have approved moving forward to contract with Wind River Environmental dba Eastern Pipe. This company was the low bid and has performed well with the City in the past. We budgeted \$10,000 for this MS4 required work, which will allow us to clean approximately 180 basins.
- B. **Malley Farm Softball Fields.** I have approved the rental of the two (2) fields to the Seacoast Softball League for their League Tournament in July. They will rent the fields for two (2) weekends at a total rental fee of \$2,000. Attached is a copy of the Standard Agreement that staff has developed for use of City Fields.
- C. **Bulletproof Vest Grant.** Without objection, I will authorize Police Chief Tim McLin to apply for funding from the Bulletproof Vest Grant. Police staff have been successful in this Grant Program in the past. A copy of Chief McLin's Memorandum is attached.

- D. Serve with Liberty.** A “shoutout” to Liberty Mutual for their continued involvement with the City. Liberty employees continue to volunteer and recently assisted in clean-up activities at the Forest Glade Cemetery. Attached is a Memorandum from Director Mike Bobinsky regarding their services.

Attachments

1. Department Head Reports
2. City Attorney Certifications: Five (5)

Complete Streets Project Cemetery Road, Constitutional Way, Main Street City of Somersworth, NH Project Update – Constitutional Way

Council Workshop

May 15, 2023

Britt Eckstrom, PE - Wright-Pierce



Presentation Overview

**Introductions
Project Summary and Goals
Project Location
Project Components
Project Cost Estimate
Schedule Update
Q&A**

Project Summary and Goals – Complete Streets Philosophy

- Cemetery Road, Constitutional Way, Main Street
- Project Goals
 - Reconstruct roadway and sidewalks
 - Improve safety features (ADA ramps, crosswalks, traffic calming)
 - Improve streetscape features (landscaping, lighting, benches)
 - Replace/repair water, sewer, and stormwater utilities
 - Incorporate “green” elements
 - FUTURE VISION = COMPLETE STREETS
 - “Do it once and do it right!”



Today's Focus – Constitutional Way



- Constitutional Way
 - High Street to Washington

Constitutional Way Project Considerations

- On-street Parking
- Roadway Improvements
- Sidewalk Improvements
- Stormwater Treatment
- Streetscape
- Utility Replacement

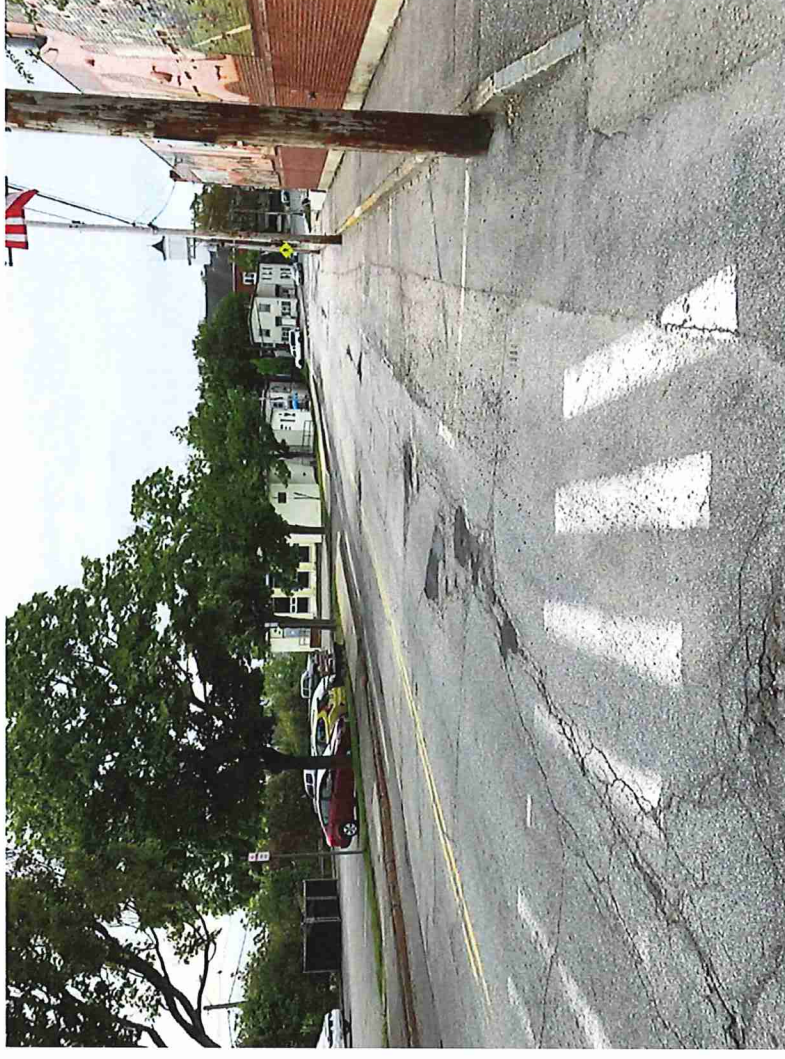


Project Components

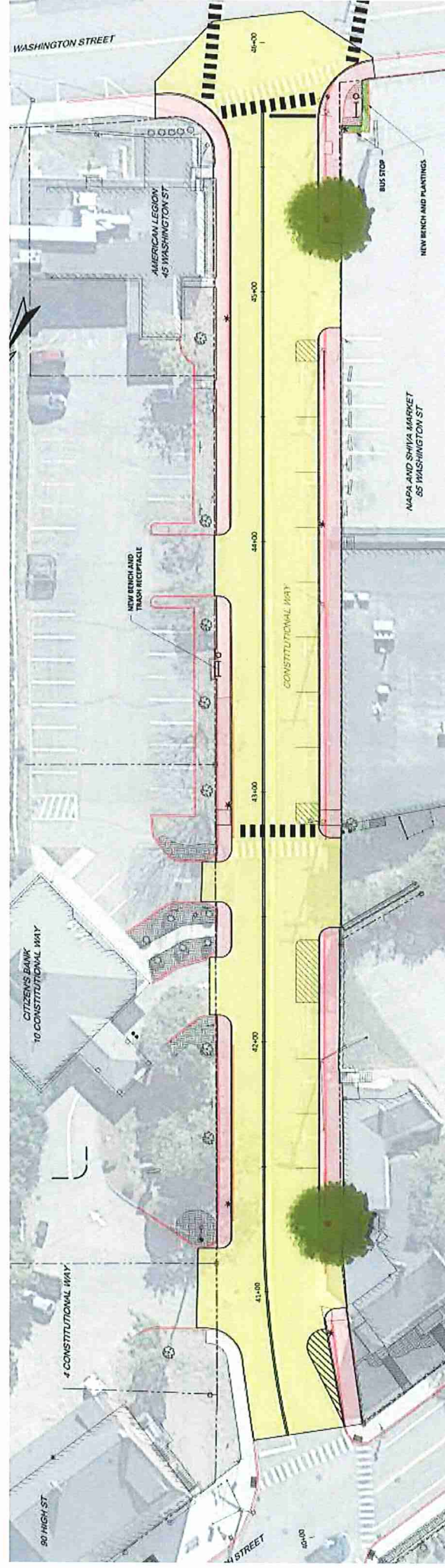
- **Replace existing sanitary pipes and services**
- **Replace existing water mains and services**
- **Install new storm drain system and stormwater treatment**
- **Full-depth roadway reconstruction**
- **Sidewalk reconstruction**
- **Streetscaping consistent with High Street**

Project Components - Roadway

- Existing:
 - 13-14 foot travel lanes
 - 8-9 foot parking lane
 - Sidewalk:
 - East: 5.5-6.5 foot
 - West: 6.5 – 7.5 foot

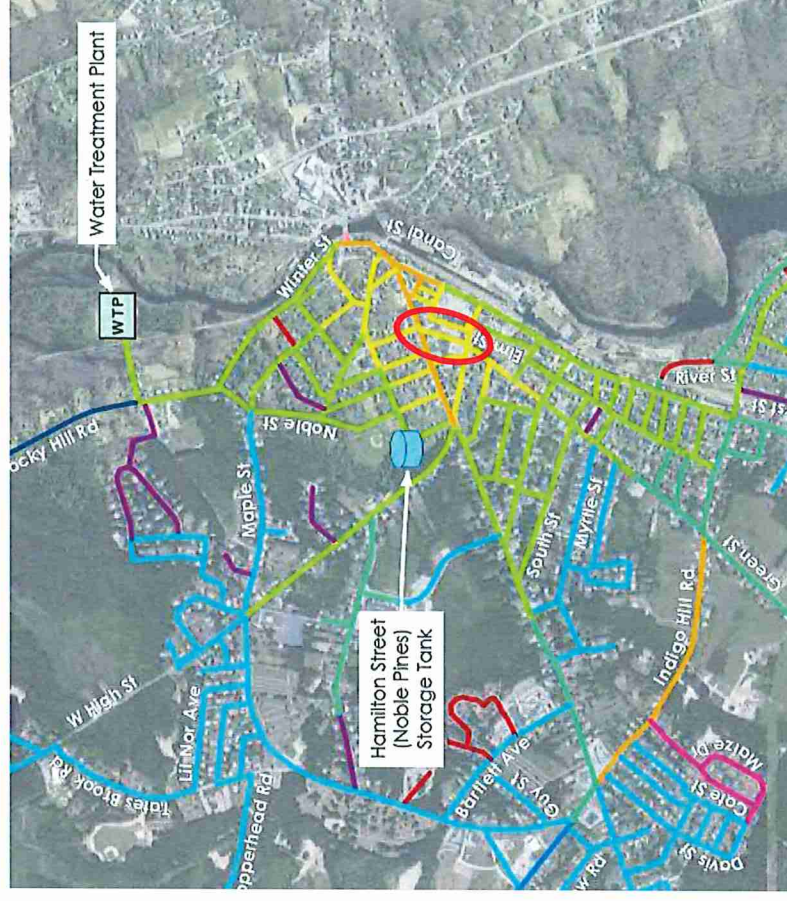


Project Components - Streetscape



Utility Replacement

- Water
 - Existing: 8" cast iron installed in 1890s
 - Proposed:
 - 8" ductile iron main
 - New services to ROW



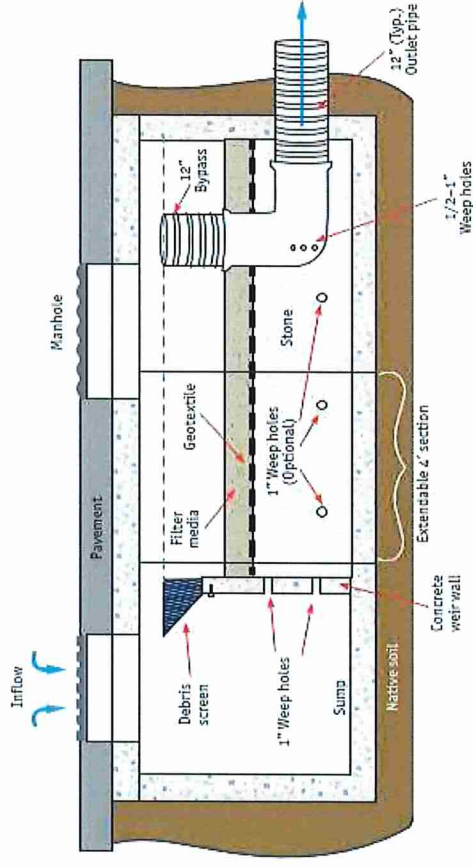
Utility Replacement

- Sewer
 - Existing:
 - 8" clay, outside ROW
 - Roots in main and manholes
 - Proposed:
 - 8" PVC main, within roadway
 - New service to ROW



Utility Replacement

- Stormwater
 - Treatment:
 - Tree box filter
 - Media box filter



Cost Estimate

- 60% Opinion of Construction Cost

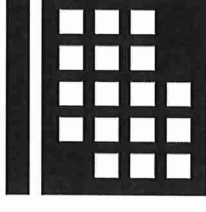
- Construction

Roadway & Drainage	\$1,008,000
Sewer	\$189,000
Water	<u>\$129,000</u>
Total	\$1,326,000

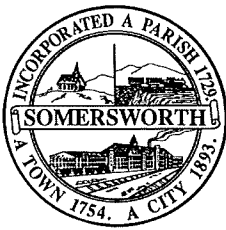
- Construction administration/inspection = \$120,000
- Construction Total = \$1.45 M
- Design 80% complete

Schedule Update

- 100% Design – June 2023
- Bidding – TBD
 - Consider late fall/early winter
- Construction – TBD
 - Estimated duration: 7 months



Q&A Discussion



City of Somersworth – Ordinance

Ordinance No: **19-23**

TO AMEND CHAPTER 32, WATER ORDINANCE, SECTION 4.1.E, SERVICE

May 1, 2023

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

Amend Chapter 32, Water Ordinance, by deleting Section 4.1. e., Service., paragraph i., in its entirety and replace it with the following:

Section 4.1 e. Service.

- i. Customer shall be provided service through a Utility owned Service Pipe and Curb Stop/Curb Shut Off. The Utility reserves the right to determine the number of water service connections per legally subdivided lot. Customer may at Customer's own expense separately meter individual buildings and tenants as Customer determines.

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

City of Somersworth – Ordinance 19-23

History

First Read Date:	5/1/2023	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

5/1/2023

Deputy Clerk Ramsey performed the first reading of Ordinance 19-23.

Ordinance 19-23 will remain in first read until the call of the Chair.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	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 19-23	PASSED	FAILED



City of Somersworth – Ordinance

Ordinance No: **20-23**

TO AMEND CHAPTER 4, PERSONNEL RULES & REGULATIONS, COMPENSATION SCHEDULE

May 15, 2023

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

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

Personnel Rules and Regulations FY2023-2024 Compensation Schedule Effective July 1, 2023 - 7% Increase

GRADE	HIRE	1	2	3	4	5	6	7
6	13.08	13.60	14.15	14.71	15.30	15.91	16.54	17.21
7	13.71	14.25	14.83	15.42	16.04	16.68	17.34	18.04
8	14.40	14.98	15.58	16.20	16.85	17.53	18.22	18.95
9	15.13	15.74	16.36	17.02	17.70	18.40	19.14	19.91
10	15.87	16.50	17.16	17.85	18.56	19.30	20.07	20.89
11	16.68	17.34	18.04	18.77	19.52	20.30	21.11	21.96
12	17.53	18.23	18.96	19.72	20.50	21.33	22.18	23.06
13	18.40	19.14	19.90	20.70	21.53	22.40	23.28	24.21
14	19.28	20.05	20.85	21.69	22.56	23.45	24.40	25.37
15	20.29	21.10	21.95	22.82	23.73	24.68	25.67	26.70
16	21.25	22.10	22.98	23.90	24.86	25.85	26.89	27.96
17	22.35	23.25	24.17	25.15	26.15	27.20	28.28	29.41
18	23.47	24.41	25.38	26.40	27.45	28.55	29.69	30.88
19	24.60	25.58	26.61	27.67	28.78	29.93	31.13	32.37
20	25.92	26.95	28.03	29.15	30.31	31.53	32.80	34.10
21	27.18	28.27	29.39	30.57	31.79	33.06	34.39	35.76
22	28.58	29.72	30.91	32.15	33.44	34.78	36.17	37.61
23	29.98	31.18	32.43	33.73	35.07	36.48	37.93	39.45
24	31.45	32.71	34.02	35.37	36.79	38.26	39.79	41.39
25	33.03	34.35	35.73	37.15	38.64	40.19	41.79	43.46
26	34.72	36.11	37.56	39.06	40.62	42.24	43.93	45.69
27	36.38	37.84	39.34	40.93	42.56	44.27	46.03	47.87
28	38.22	39.75	41.33	42.99	44.72	46.50	48.36	50.30
29	40.13	41.73	43.40	45.13	46.94	48.81	50.77	52.80

Exempt Salary Schedule

Grade	Minimum	Maximum
25	70,337.41	89,652.11
30	89,302.22	108,878.90
31	97,557.06	118,697.25
32	98,470.64	119,972.33
33	103,462.68	125,812.72
34	108,683.12	132,207.76
35	114,131.99	138,765.96
36	119,874.45	145,715.66
37	125,747.48	152,893.77

Authorization

Sponsored by Councilors:

Richard Michaud
Matt Gerding
Don Austin
Nancie Cameron

Approved:

City Attorney



City of Somersworth – Ordinance

Ordinance No: **21-23**

TO AMEND CHAPTER 4, PERSONNEL RULES AND REGULATIONS, SECTION 11.4.4 LONGEVITY

May 15, 2023

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

Amend Chapter 4 by deleting sections 11.4.4 Longevity and replacing it with the following:

11.4.4 Longevity

Commencing on December 1, 2023, members will be eligible to receive a longevity stipend. Payment of a longevity stipend will be based on an employee's completion of the following number of consecutive years of full-time employment with the City as of December 1:

Completion of at least 3 years	-	\$1,000
Completion of at least 5 years	-	\$1,500
Completion of at least 10 years	-	\$2,000
Completion of at least 15 years	-	\$2,500
Completion of at least 20 years	-	\$3,000
Completion of at least 25 years	-	\$3,500

There will be no pro rata accrual or payment of this longevity stipend – an employee must be employed on December 1 to be eligible for the stipend. Payment will be made the first paycheck in December.

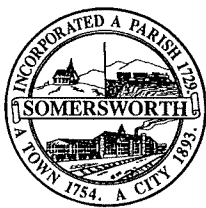
Authorization

Sponsored by Councilors:

Richard Michaud
Matt Gerding
Don Austin
Nancie Cameron

Approved:

City Attorney



City of Somersworth – Ordinance

Ordinance No: 22-23

SUPPLEMENTAL APPROPRIATION FOR THE REPLACEMENT OF THE PUBLIC WORKS BUILDING ROOF

May 15, 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 \$168,000 (One Hundred Sixty-Eight Thousand dollars) from the American Rescue Plan Funds to the Capital Outlay Budget as follows:

Budget	Amendment	Revised Budget
\$ 440,351	\$ 168,000	\$ 608,351

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 Public Works Building Roof. There is currently \$440,980 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
Don Austin
Matt Gerding
Robert Gibson

Approved:

City Attorney



City of Somersworth – Resolution

Resolution No: **44-23**

TO AUTHORIZE THE CITY MANAGER TO AMEND THE RENEWAL CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF SOMERSWORTH AND COMCAST OF MAINE/NEW HAMPSHIRE, INC.

May 15, 2023

WHEREAS, Comcast of Maine/New Hampshire, Inc. is a duly authorized holder of a Renewal Cable Television Franchise to operate a cable television system in the City of Somersworth, New Hampshire pursuant to NH RSA 53-C, as amended, said Renewal Franchise having commenced on June 18th, 2013; and

WHEREAS, Comcast of Maine/New Hampshire and the City of Somersworth wish to amend the Renewal Cable Television Franchise agreement; and

WHEREAS, the Renewal Cable Television Franchise Agreement may be amended by written agreement following publication of the proposed amendment in a manner consistent with NH RSA Chapter 43; and

WHEREAS, the City Council of the City of Somersworth as Franchising Authority is authorized to amend the Renewal Cable Television Franchise Agreement pursuant to RSA 53-C;

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Somersworth that the Renewal Cable Television agreement is hereby amended as follows:

Delete Section 2.2 -Term: Non-Exclusivity in its entirety and replace with the following:

Section 2.2 – Term: Non-Exclusivity

The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on June 18, 2023 following the expiration of the current Franchise, and shall expire at midnight on June 17, 2033.

Authorization

Sponsored by Councilors:

Richard R. Michaud
Matt Gerding
Don Austin
Nancie Cameron

Approved:

City Attorney

DONAHUE, TUCKER & CIANDELLA, PLLC**ATTORNEYS AT LAW**

16 Acadia Lane
Exeter, New Hampshire 03833-4924
Telephone: (603) 778-0686
Fax: (603) 772-4454
Web Site: www.DTCLawyers.com

MEMORANDUM

To: Somersworth City Council and City Manager
From: Katherine B. Miller, Esq.
Re: Proposed Cable Television Renewal Franchise with Comcast
Date: May 8, 2023

Introduction

The current Cable Television Franchise Agreement with Comcast is due to expire on June 17, 2023. The City Manager and City staff have worked with DTC Lawyers, PLLC, to negotiate a renewal franchise with Comcast. The terms of the new franchise are outlined below. The City also has a cable TV franchise with Breezeline, which is constructing a new cable system in the City. This will provide residents with a choice of cable TV companies. Within the narrow constraints of what the City may negotiate in a Franchise Agreement, the proposed renewal franchise agreement is better than the current Comcast franchise agreement, and slightly better than the Breezeline franchise agreement. I recommend that the Council approve it.

Discussion

The table below shows a comparison of the key elements of the proposed Renewal Franchise Agreement with Comcast, the current Franchise Agreement with Comcast, and the current Franchise Agreement with Breezeline. The improvements for the City, highlighted in yellow in the table below, are not dramatic, but they are measurable.

Items Not Covered in Franchise Agreement

There are some items of concern to residents and Councilors alike that are *not* in the current Comcast franchise, the proposed renewal franchise with Comcast or in Breezeline's franchise, because municipalities have no jurisdiction over them:

- Regulation of cable TV prices. Due to the penetration of satellite TV in all areas of the country, the federal courts have determined that all cable TV companies are now subject to "effective competition," and therefore exempt from rate regulation, even by the FCC.
- Regulation of the way cable TV programming is packaged and sold in tiers.
- Regulation of the content of the cable TV programming.
- Regulation of Comcast's services other than cable TV, such as internet services or voice (phone) services. The cable TV laws give municipalities jurisdiction only over the cable TV portion of a cable company's operations. The telephone services are unregulated in NH due to legislation that deregulated most aspects of the telephone business. Internet services are very lightly regulated by the Federal Trade Commission.

Terms in Renewal Franchise Agreement/ Compared with Prior Franchise Agreements

The proposed Renewal Franchise Agreement keeps all the key terms the City wanted to preserve and gains a few more favorable terms than are in the current Comcast Franchise Agreement, and it is “future-proofed” to address a change that may take effect in the future, due to a new rule of the Federal Communications Commission (“FCC”) in 2019, described at the end of this Memo.

Section / Terms	Proposed Renewal Franchise Agreement	Current Franchise Agreement	Breezeline Franchise Agreement
Section 1.1 Length of Standard Installation Distance for New Subscribers	300 feet	225 feet	225 feet
Section 2.2 Length of Franchise Term	Ten Years: 6/18/2023- 6/17/2033	Ten Years: 6/18/2013- 6/17/2023	Ten Years: 9/11/2021- 9/10/2031
Section 3.1 Density Requirement for Extensions of Cable TV System	Aerial: 20 homes per mile Underground: 30 homes per mile	Aerial: 20 homes per mile Underground: 40 homes per mile	Aerial: 20 homes per mile Underground: 40 homes per mile
Section 3.6 Courtesy Cable TV to Municipal and School Locations	To municipal and school locations on Exhibit A	To municipal and school locations on Exhibit A	To municipal and school locations on Exhibit A
Section 4.6 Plant Maps	Will provide copies to City annually on request	Will maintain plant maps and allow City to view them	Will provide copies to City annually on request
Section 4.11 Lengthen Duration of Emergency Power at Head End	72 hours	48 hours	72 hours
Section 6.2 PEG Access Channels in Standard and High Definition	Two Standard Def Channels and One PEG Channel in High Def by 6/1/25	No HD PEG Channel	One SD PEG Channel, one HD PEG Channel when system built.
Section 9.1 Franchise Fees	3% of Comcast’s gross revenue from cable system in City, option to raise to 5%.	3% of Comcast’s gross revenue from cable system in City, option to raise to 5%.	3% of Breezeline’s gross revenue from cable system in City.
Sections 9.1(c) Cap on Franchise Fees includes marginal cost to Comcast to provide free basic cable TV to municipal and school buildings	If the City raised franchise fees to 5%, then they would be offset by the value of free cable TV services provided.	Value of in-kind services to City and School District not included in 5% cap on franchise fees (Pre 2019 - needed to change)	If the City raised franchise fees to the max allowed, 5%, then they would be offset by the value of free cable TV services provided.

Anticipated Changes to Cable TV Industry

As Councilors are no doubt aware, many cable subscribers are now “cutting the cord” with their cable TV companies, and finding video content through streaming services, such as Netflix, Disney, or Apple, or online, such as YouTube. Many prefer the less expensive options now available online. This trend is likely to continue, which may result in the City receiving reduced franchise fees from the cable companies, as they pay no franchise fees for their internet or telephone services. The proposed franchise agreement preserves the City’s ability to increase the percentage franchise fee it receives from Comcast, up to the maximum allowed under the law: 5% of the company’s gross revenue from the operations of its cable TV services in the City. As the number of subscribers declines, the City may wish to boost the percentage of the franchise fee, to keep revenue as level as possible.

Eventually, cable companies will prefer to shed the regulatory requirements of operating as a cable TV company, and simply offer everything over the internet. At that point, they will no longer be required to obtain a franchise from the City to operate in Somersworth. Other providers of internet services, such as Consolidated Communications, Inc. (f/k/a FairPoint), are already offering a cable TV “look alike” service, but which is not subject to the cable TV laws. The difference is that the video services are delivered straight to a smart TV or other device, and do not pass through a set top cable TV “box” in the consumer’s home. That technical distinction means the difference between being regulated as “cable” or not. The City may wish to consider an ordinance on use of the public rights of way, requiring an annual fee from all users (electrical power, telephone, internet service providers, etc.) not merely an administrative fee to obtain a pole or conduit license for access to the public rights-of-way. This may be a way to capture a portion of the revenue these companies receive, through their use of City property to reach their customers.

2019 FCC Order

The new FCC Order may take effect in Somersworth if all of the following occur:

- The City continues to want to receive courtesy cable TV services to school and municipal locations, as provided in the Franchise Agreement,
- The City increases the franchise fee from the current amount, 3% of Comcast’s gross revenue from the operation of its cable TV system in Somersworth, to the maximum: 5%, and
- Comcast decides to implement the FCC Order and offset the value of the formerly free cable TV services, at the *marginal rate* it costs Comcast to provide them to the City, not the retail rate the company charges customers.

At present, the City receives courtesy cable TV services at the basic tier level at the locations listed on Exhibit A to the proposed Renewal Franchise Agreement, and the City’s franchise fee is below the maximum. To date, none of the cable TV companies operating in New Hampshire have implemented the FCC Order, even in communities with 5% franchise fees.

The City has the option in the Renewal Franchise Agreement to raise the franchise fees to 5%, which may be needed to retain a steady level of funding for the local access channels. If it does so, and if Comcast notifies the City that it will offset a portion of the franchise fees by the marginal cost to provide the courtesy cable TV services, then the City can choose to retain the services, and lose some franchise fees, or cancel the services and retain the full amount of the franchise fees.

Conclusion

If the Council has questions about the proposal, I would be happy to answer them on Monday, May 15th. If the terms are acceptable to the Council, I recommend that it may set a date for a public hearing on June 5th, to give residents a chance to ask questions and weigh in on the proposal, as required by New Hampshire law.

CABLE TELEVISION RENEWAL FRANCHISE

Granted By:

**CITY OF SOMERSWORTH,
NEW HAMPSHIRE**

Granted To:

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

Term: June 18, 2023 – June 17, 2033

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CITY OF SOMERSWORTH, NH FRANCHISE

INTRODUCTION

WHEREAS, the Franchising Authority of the City of Somersworth, New Hampshire, pursuant to RSA Chapter 53-C and the Cable Act, is authorized to grant one or more nonexclusive, revocable Cable Television Renewal Franchises to construct, upgrade, operate and maintain a cable television system within the City of Somersworth; and

WHEREAS, The Franchising Authority determined that the proposed Renewal Franchise is adequate to meet the future cable-related community needs and interests of Somersworth pursuant to 47 U.S.C. Section 546(a), conducted a public hearing and there has been opportunity for public comment on the proposed Renewal Franchise, on June 5, 2023; and

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Franchise with Franchisee for the construction and operation of a cable system on the terms and conditions set forth herein;

WHEREAS, insofar as the State of New Hampshire has delegated to the City the authority to grant a Franchise for cable system operation within the City's territorial boundaries, the City hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the City of Somersworth.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals, PEG Access Programming channels and other signals or services required by the FCC or the Cable Act.

(b) Cable Act – means the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. § 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the City of Somersworth, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or

(d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(f) Digital Starter Service – means the tier of service which currently includes Basic Cable Service and expanded basic programming.

(g) Dwelling Unit - means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household.

(h) Effective Date – means June 18, 2023.

(i) FCC – means the Federal Communications Commission or any successor governmental entity.

(j) Franchising Authority – means the City Council of the City of Somersworth, New Hampshire, or the lawful designee thereof.

(k) Franchise – means this Agreement and any amendments or modifications in accordance with the terms herein.

(l) Franchise Fee – has the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. Section 542(g).

(m) Franchisee – means Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Franchise.

(n) Gross Annual Revenue – means the subscriber revenue received by the Franchisee from the operation of the Cable System in the City of Somersworth to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees, leased access fees and net advertising (less agency fees) on a pro rata basis and home

shopping revenue on a pro rata basis. Gross Annual Revenue shall not include refundable deposits, bad debt, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

(o) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, Internet Protocol video service (“IPTV”) or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(p) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(q) PEG Access Programming or Access Programming – means (i) “Educational”: Non-commercial programming produced by the City of Somersworth Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) “Governmental”: Non-commercial programming produced by City of Somersworth departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems; (iii) “Public”: non-commercial programming produced by the residents of the City of Somersworth, or produced by an access corporation or non-profit corporation operating within the City of Somersworth, and other non-commercial programming not ordinarily offered by operators of cable systems.

(r) Person - means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(s) Public Buildings – means those buildings owned or leased by the Franchising Authority for government administrative purposes or a public school district, for educational or administrative purposes, and shall not include buildings owned by Franchising Authority or a

school district but leased to third parties or buildings such as storage facilities at which government or school employees are not regularly stationed.

(t) Public Way – means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the City of Somersworth, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the City of Somersworth for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(u) Signal – mean any transmission which carries Programming from one location to another.

(v) Standard Installation – means the standard three hundred foot (300) aerial Drop connection to the existing distribution system.

(w) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(x) Subscriber Network – means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(y) City – means the City of Somersworth, New Hampshire.

(z) Video Programming or Programming – means the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

(a) Pursuant to the authority of RSA Chapter 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Franchise to Comcast of Maine / New Hampshire, Inc., authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Somersworth. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Franchise is granted under and in compliance with the Cable Act and RSA Chapter 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate, and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Franchise shall be for a period of ten (10) years and shall commence on June 18, 2023, and shall expire at midnight on June 17, 2033. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal laws, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law as such laws may be from time to time amended.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE

Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to other Cable Service providers within the City for the right to use and occupy the Public Ways; provided, however, that in accordance with RSA Chapter 53-C as it may be amended, no such franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the City, when such terms are taken as a whole.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160, et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided

Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise, the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the City to approve the location of all installations in the Public Ways, and subject to the City's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and to the extent Franchisee is not already subject to tax assessment in the City under RSA 72:23, I(b), Franchisee using or occupying property of the state or of a City, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements made by Franchisee pursuant to this franchise. Pursuant to the provisions of this section and subject to the provisions of Section 9.8 herein, failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Cable Television Renewal Franchise Agreement by the Franchising Authority. Accordingly, this is a material term of the franchise and failure to pay duly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to Section 9.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.7 of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall

have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.

ARTICLE 3

SYSTEM SPECIFICATIONS & CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee, subject to Section 3.1 (c) below, shall make Cable Service available in the City, upon request, to residents in Dwelling Units on Public Ways and private roads.

(b) The Franchisee shall make Cable Service available to every residential Dwelling Unit in the City in accordance with Section 3.1 (c) and (d) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and multiple dwelling unit ("MDU") access agreements and will comply with applicable State laws and regulations.

(c) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all remaining areas of the City containing twenty (20) Dwelling Units or more per aerial mile or thirty (30) Dwelling Units or more per underground mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System from which a usable signal can be obtained. However, if there is suitable available conduit to be used for the underground Cable Plant extension, then the density for underground installation will be twenty (20) Dwelling Units per underground mile. For purposes of this section, a home shall only be counted as a "Dwelling Unit", if such home is within three hundred (300') feet of the Public Way.

(d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than three hundred feet (300') from the existing aerial trunk and distribution system and additions thereto. The Franchisee may charge residents located more than three hundred (300') feet from the existing aerial trunk and distribution system, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation

charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than three hundred (300') feet from the existing Trunk and Distribution System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(e) The Cable Television System shall be further extended to all remaining areas in the City that do not meet the requirements of Section 3.1(c) above upon the request of Dwelling Unit owners in such areas and based upon the following cost calculation:

$$(C/LE) - (CA/P) = SC$$

* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;

* LE equals the number of Dwelling Units requesting Service in the line extension area and who subsequently pay a contribution in aid;

* CA equals the average cost of construction per mile in the City;

* P equals the twenty (20) Dwelling Units per aerial or thirty (30) Dwelling Units per underground mile of aerial plant or twenty (20) Dwelling units per underground mile if there is suitable available conduit; and

* SC equals the per Dwelling Unit contribution in aid of construction in the line extension area.

(f) Any Dwelling Unit owner located in an area of the City without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 3.1 (c) and (d) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than twenty (20) Dwelling Units per aerial or thirty (30) Dwelling Units per underground mile or twenty (20) Dwelling Unites underground if there is suitable available conduit, both as measured from termination of the existing Trunk and Distribution System, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of Dwelling Units in the area and shall inform the requesting Dwelling Unit owner of the contribution in aid of construction (see Section 3.1 (d) above) that will be charged. The Franchisee shall apply for all necessary permits and pole

attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating Dwelling Units. Cable Service(s) shall be made available and fully activated to all requesting Dwelling Units who made a contribution in aid of construction within ninety (90) days of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).

(g) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the City.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

(b) Notifications to Subscribers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. Part 76, at §§ 76.1601, 76.1602, 76.1603 and 76.1619, as they may be amended.

(c) Franchisee shall also comply with the requirements of N.H. RSA 53-C: 3-d, as it may be amended, regarding annual notices to Subscribers and the Franchising Authority.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to federal law and upon request, and at no separate additional charge (except as authorized by federal law), the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

SECTION 3.4 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System ("EAS") regulations.

SECTION 3.5 - DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. § 544a), as such provisions may apply from time to time.

SECTION 3.6 – GOVERNMENT CABLE DROPS TO THE CABLE SYSTEM

The parties agree that Franchisee will provide basic cable service to the locations identified in **Exhibit A** and has the right in accordance with applicable law to deduct the value of those services from franchise fees. Franchisee will notify the City if it intends to implement said offset and the value of those services at least sixty (60) days prior to doing so.

Subject to the provisions herein the Franchisee shall provide, as directed in writing, by the Franchising Authority, (i) one cable drop connected to the Cable System within the standard installation requirements of Section 3.1(d), (ii) one Outlet, and (iii) the Basic Cable Service to all municipal and public school buildings which are listed in **Exhibit A** hereto and are located along the Cable System trunk and distribution system. The obligation of Franchisee to provide drops, Outlets and Basic Cable Service shall pertain throughout the life of this Renewal Franchise and shall apply specifically to municipal and public school buildings newly constructed or acquired subsequent to the commencement of this Renewal Franchise, which shall be wired within ninety (90) days of delivery of a written request from the Franchising Authority to Franchisee. The Franchisee shall consult with the Franchising Authority or its designee to determine the appropriate location of each Drop and Outlet prior to the installation of the service.

ARTICLE 4

TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating, and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance, and operation of the Cable Television System for which this Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes, and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable, and wires in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) All structures and all equipment, cable, and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the City, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) The City reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the

Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment of the Franchisee in the City at reasonable times and under reasonable circumstances in order to verify compliance with the terms and conditions of this Franchise. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the Cable System or Franchisee's interconnected network, and that such inspections are conducted after reasonable written notice to the Franchisee. The Franchisee shall be provided prior written notice of said inspections and shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the City.

(g) All lines, cables and distribution structures and equipment, including poles and towers, constructed by Franchisee for use as a Cable System within the City shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Ways, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems or other providers of Cable Services.

(h) Upon written notice from the Franchising Authority, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within seventy-two (72) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

(a) Franchisee shall adhere to the applicable performance standard set by the FCC.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk, or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable, subject to all permitting and code specifications of general applicability. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating, and maintaining the Cable System in the City. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the City where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the City where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time

that such are placed underground. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the public right of way. In the event that such public or private funds are not available for the project, Franchise reserves the right to pass through such project costs in accordance with applicable law and regulation.

(c) In any area of the City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground.

(d) Nothing in this Section 4.3 shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable state law and any City bylaws/ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158. In addition, Franchisee shall comply with all ordinances, laws or regulations of general applicability pertaining to designated historic districts in the City.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, Franchisee shall, upon the written request of any person holding a building moving permit issued by the City, temporarily raise, or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

SECTION 4.6 - PLANT MAPS

Upon written request by the City, Franchisee shall provide to the City a franchise area map of the City, which will show those areas in which its facilities exist. Upon written request by the City, Franchisee shall provide updated franchise area maps annually.

SECTION 4.7 - DIG SAFE

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated company.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

SECTION 4.10 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the City shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the City.

SECTION 4.11 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. § 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. § 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit B. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 47 C.F.R. § 76.1603 of the FCC Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

In accordance with applicable law, Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Franchisee's head end in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. § 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with Franchisee. Rates for use of commercial access

channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL & TECHNOLOGY FUNDING

SECTION 6.1 - PEG ACCESS PROGRAMMING

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the City.

SECTION 6.2 - PEG ACCESS CHANNELS

(a) Subject to Section 6.2 (c) below, the Franchisee shall make available to the Franchising Authority and/or its designee(s) two (2) Downstream Channels for Somersworth PEG Access use, as follows:

(b) The Franchisee shall provide the two (2) activated Downstream Channels for PEG Access use in standard definition ("SD") format in the Franchisee's Basic Service, the Franchising Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in SD format to the demarcation point at the designated point of origination for the PEG Access Channel(s). The Franchisee shall distribute the PEG Access Channels Signal(s) on its Cable System in SD format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend. In addition, the Franchisee shall provide one (1) activated Downstream Channel on or before June 1, 2025, in high definition ("HD") format. The Franchising Authority and/or its designee(s) shall be responsible for providing one PEG Access Channel Signal in HD format, compatible to the Franchisee's equipment, to the demarcation point at the designated point of origination for the HD PEG Access Channel, to coincide with the availability of the HD PEG Access Channel, on or before June , 2025. The Franchisee shall distribute the HD PEG Access Channel Signal on its Cable System in HD format without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio

signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend

(c) In order to provide PEG Access Programming to subscribers, Franchisee and Franchising Authority shall bring PEG Access programming content onto the System via direct connections provided by Franchisee from specified PEG origination locations as set forth below in Section 6.3.

(d) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the City and/or PEG Access Users.

(e) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel(s), once established, without the advance, written notice to the Franchising Authority and/or its designee(s); such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.

(f) The Franchising Authority and/or its designee(s) shall be responsible for the picture quality of PEG Access Programming at the input of the video transmission equipment that will be permanently located at each origination location listed below, which is the demarcation point between the video origination equipment owned, operated, and maintained by the Franchisee and the Franchising Authority's and/or its designee(s) end-user equipment. The Franchisee may require access to said video transmission equipment for the purpose of testing, maintaining, and/or adjusting output levels of the video transmission equipment; the Franchisee shall test and adjust the levels of such output as reasonably necessary to ensure good picture quality. The Franchisee may request that the Franchising Authority and/or its designee(s) first test and determine if end-user equipment is the source of any Signal problems.

SECTION 6.3 - ORIGATION POINTS

- City Hall, One Government Way, Somersworth
- Somersworth CTC, 11 Memorial Drive, Somersworth

SECTION 6.4 - PEG ACCESS CHANNEL(S) MAINTENANCE

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming.

SECTION 6.5 - CENSORSHIP

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

SECTION 6.6 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be encoded and then transmitted from the PEG Access Origination Locations specified herein to the headend or hub, where such PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or its designee(s). The Franchisee shall not charge the Franchising Authority and/or its designee(s) for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream PEG Access Signals from the City and/or its designee(s) to the designated Downstream PEG Access

Channel(s). Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

(d) In accordance with applicable law, the Franchisee reserves the right to pass through or line-item costs associated with this Franchise, including the provision of PEG Access Programming to Subscribers.

SECTION 6.7 - Franchise Related Cost

The Franchising Authority acknowledges that under the Cable Act certain costs, including, but not limited to, costs of Public, Educational, and Government Access; the cost to construct video return lines from video origination sites; the cost to activate a PEG Channel and the cost of other Franchise requirements may be passed through to the Subscribers in accordance with federal law.

ARTICLE 7

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Franchisee shall comply with all applicable customer service regulations of the FCC (47 C.F.R. §§ 76.309; 1601, 1602, 1603 and 1619) as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT

Franchisee shall comply with RSA 53-C: 3-d regarding Quality of Service and RSA 53-C: 3-e regarding customer complaints.

SECTION 7.3 - SERVICE INTERRUPTIONS

In the event that Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee will upon request grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Franchisee from the Subscriber.

SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.5 - PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the

Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee’s employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee. All of Franchisee’s vehicles or Franchisee’s contractors’ vehicles which have direct contact with customers shall be placarded to identify them. Agents and contractors hired by Franchisee to perform any substantial work on the Cable System in the City shall reasonably inform the City’s Police Department of the general work location within the City and provide relevant vehicle identification prior to commencing such work.

SECTION 7.7 - TERMINATION OF SERVICE

(a) In the event a Subscriber’s Cable Service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination provided, in the instance when the Subscriber is relocating,

Subscriber has provided Franchisee a forwarding address and returned any equipment the subscriber has rented from the Franchisee has been returned.

(b) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided that:

- (i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue; and
- (ii) The Subscriber's account is at least thirty (30) days delinquent.

ARTICLE 8

PRICES & CHARGES

SECTION 8.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be subject to regulation in accordance with applicable FCC's rate regulations and federal law, currently 47 U.S.C. § 543. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1-FRANCHISE FEE PAYMENTS

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a Franchise Fee equal to three percent (3 %) of Franchisee's Gross Annual Revenues, derived during each year of this Franchise. The Franchising Authority shall have the option, to be exercised by vote of the City Council at a public meeting, and made known to Franchisee in writing, to increase the Franchise Fee by not more than one percent (1.0%) annually and/ or in total, as described herein, not to exceed five percent (5%) of Gross Annual Revenue as defined herein. The Franchisee shall have (90) days to implement the request.

(b) Franchisee's payments to the City shall be made on a quarterly basis forty-five (45) days after the close of the previous quarter. The first and last payments shall be prorated, if necessary, to reflect the time period for which this Franchise is in effect.

(c) In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues. That said five percent (5%) cap shall include (i) non-exempt PEG contributions whether in-kind or cash payments; and (ii) the marginal cost to Franchisee to provide the in-kind cable drops and services as enumerated within Exhibit A.

(d) Each payment shall be accompanied by a statement of the Gross Annual Revenues and a statement certifying the factual basis for payment, including a breakdown by category of Franchisee's Gross Annual Revenues upon which such payment is based. The Franchising Authority may designate in writing one or more particular accounts or funds, including any non-capital reserve fund duly established, to which Franchisee shall direct Franchise Fees due hereunder.

(e) The Franchising Authority may, within twelve (12) months of receipt of any Franchise Fee payment, conduct an audit of all of Franchisee's financial records relevant to the Gross Annual

Revenue, and Franchisee shall make such information available to the Franchising Authority or its agent(s). If, after such audit an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and the Franchisee shall contribute to the costs of such audit in an amount not to exceed One Thousand Dollars (\$1,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. In the event any such audit reveals an overpayment, then the City shall remit back to the Franchisee such overpaid amounts in a timely manner.

SECTION 9.2 - INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9.3 - INSURANCE

(a) Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Franchise, Franchisee and listing the City as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for

damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) on account of injury to or death of any number of Persons in any occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee.

(d) Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon written request.

SECTION 9.4 - PERFORMANCE BOND

(a) Franchisee has submitted and shall maintain throughout the duration of this Franchise and any removal period a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running to the City with a surety company satisfactory to the Franchising Authority to guarantee the following terms; subject to Section 9.8 herein (Notice and Opportunity to Cure):

- (i) The satisfactory completion of the construction and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements;
- (iii) The satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (iv) The indemnification of the City; and

(v) The satisfactory removal or other disposition of the Cable System.

Franchisee shall not reduce the amount of or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.4(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 9.5 - REPORTS

Franchisee shall maintain for public inspection all records required by the FCC and by N.H. RSA 53-C: 3-e.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with federal and state law and applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF FRANCHISE

This Franchise may be terminated by the Select Board, after notice and opportunity to cure pursuant to Section 9.8 hereof and after a duly noticed public hearing, for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 9.4 (Performance Bond) or to maintain insurance as described in Section 9.3 (Insurance);
- (b) A violation of any material obligation of Franchisee which remains uncured for thirty (30) calendar days after written notice from the City Council, except as otherwise provided in this section;
- (c) Repeated failure to maintain signal quality under the standards required by this Franchise, or by the FCC, whichever is more stringent;

- (d) For any transfer or assignment of the Franchise made in violation of Section 9.9 herein;
- (e) For repeated failure to comply with the material terms and conditions of the Franchise;
- (f) For failure to pay the Franchise Fee within thirty days (30) calendar days after the due date.

The City shall have given the Franchisee ninety (90) days' notice, in writing, of its intent to terminate. Except as to subsection (e) above:

- (i) If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation;
- (ii) If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have ninety (90) days from the receipt of such notice to:

- (a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that, by nature of the default, such default cannot be cured within such ninety (90) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured. The Franchising Authority shall issue a written acknowledgement after Franchisee's notice that it cured said default.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisee's response pursuant to Section 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to Section 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing pursuant to Section 9.8(c) above; and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, that it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM

Upon termination of this Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority shall cause all or part of same to be removed at Franchisee's expense.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Franchise to the

extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.12- NO THIRD PARTY BENEFICIARIES

Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

SECTION 9.13 - ANNUAL CITY REVIEW AND REPORT

(a) At the City's written request, the Franchisee will attend an annual meeting with the City Council or its designee to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

(b) Additionally, at the City's written request, Franchisee shall submit an annual report in the form attached as **Exhibit C**.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of Force Majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "Force Majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment; environmental restrictions or any other cause or event not reasonably within Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) or as allowed by applicable law to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

City of Somersworth
Attn: City Manager

One Government Way
Somersworth, NH 03878

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Franchisee may specify in writing to the Franchising Authority:

Comcast Cable Communications, Inc.
Attn: Vice President of Government Relations
5 Omni Way
Chelmsford, MA 01824

With copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Franchise. Such sections shall not affect the meaning or interpretation of the Franchise.

SECTION 10.6 - APPLICABILITY OF FRANCHISE

All of the provisions in this Franchise shall apply to the City, Franchisee, and their respective successors and assigns.

SECTION 10.7 - WARRANTIES

Franchisee warrants, represents, and acknowledges that, as of the Effective Date of this Franchisee:

- (a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise, to enter into and legally bind Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise;
- (c) This Franchise is enforceable against Franchisee in accordance with the provisions herein; and
- (d) There is no action or proceeding pending or threatened against Franchisee which would interfere with performance of this Franchise.

SIGNATURE PAGE

In Witness Whereof, the Franchise is hereby issued as of June 5, 2023, by the City Council of the City of Somersworth, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc.

CITY OF SOMERSWORTH, NH

By:

Robert M. Belmore, City Manager,
Duly Authorized

COMCAST OF MAINE/ NEW HAMPSHIRE, INC.

By:

Anthony M. Bowling
Vice President, Greater Boston Region

EXHIBIT A

PUBLIC BUILDINGS

Municipal Buildings:

City Hall	One Government Way
Fire Department	195 Maple Street
Police Department	12 Lilac Lane
Library	25 Main Street
Recreation Department	One Government Way
Public Works	18 Lilac Lane
Water Plant	9 Well Street
Wastewater Treatment Plant	99 Buffumsville Road
City Hall Annex	157 Main Street

Public School Buildings:

Maple Wood Elementary	184 Maple Street
Somersworth Middle School	7 Memorial Drive
Somersworth High School	11 Memorial Drive
Somersworth CTC	11 Memorial Drive
SAU 56 Office	51 West High Street
Idlehurst Elementary School	46 Stack Pole Road

EXHIBIT B
PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Local Programming; and
- Weather Programming.

EXHIBIT C
ANNUAL REPORT

CITY of SOMERSWORTH for _____
(Year)

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Head End (Reception Facility):

Franchise Fee Paid: \$ _____

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for installation over 300 feet from existing plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints:



City of Somersworth – Resolution

Resolution No: **45-23**

TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH TRIPLE CONSTRUCTION, LLC OF HUDSON, NH FOR THE REPLACEMENT OF THE PUBLIC WORKS BUILDING ROOF

May 15, 2023

WHEREAS, funding from the City of Somersworth ARPA funds are available for a metal roof replacement at the Somersworth Department of Public Works Building; and

WHEREAS, the existing roof has deteriorated beyond routine repairs and its useful life; and

WHEREAS, City staff requested bids and received a proposal for this project and recommends awarding the contract to Triple Construction, LLC of Hudson, New Hampshire, for a cost of \$ 152,913 (One Hundred Fifty-Two Thousand Nine Hundred Thirteen dollars); and

WHEREAS, the Finance Committee recommends including a contingency in the amount of \$15,087 (Fifteen Thousand Eighty-Seven dollars) for the project, and allow the City Manager to increase the contract to an amount not to exceed \$168,000 (One Hundred Sixty-Eight 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 Triple Construction, LLC of Hudson, NH to replace the Public Works Building roof at an amount of \$152,913 (One Hundred Fifty-Two Thousand Nine Hundred Thirteen dollars); and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT an amount of \$15,087 (Fifteen Thousand Eighty-Seven 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 \$168,000 (One Hundred Sixty-Eight Thousand dollars) if needed, and it is determined to be in the best interest of the City.


Authorization

Sponsored by Councilor:

David A. Witham
Don Austin
Matt Gerding
Robert Gibson

Approved:

City Attorney

			
	Request Type	Bid	Page 5 of 10
	Title	Bid #03282023 - DPW Roof	
Due Date	April 27, 2023 2PM		

Bid Sheet

Item #	Description	Unit	Quantity	Price
1	Base bid lump sum price (includes all materials, labor, staging set up, clean-up of debris, or other associated costs with this work)	Lump Sum	1	\$ 139,804.00
2	Optional Bid Alternative-- Include gutters on north and south sides with downspouts and splash guards	Lump Sum	1	\$ 13,109.00


REFERENCES:

At least three (3) references of other municipalities or businesses for which similar services have been provided shall be included with the bid response. Please include name, company/municipality, title, and phone number:

1. See attached references sheet

- 2.

- 3.

			
	Request Type	Bid	Page 6 of 10
	Title	Bid #03282023 - DPW Roof	
Due Date	April 27, 2023 2PM		

BID CERTIFICATE

The undersigned represents that they are authorized to bind the bidder to the bid amount specified and hereby offers to provide to the City of Somersworth the commodities and services as contained in the attached competitive sealed bid specifications at the price stated in complete accordance with all conditions of the bid specifications. Furthermore,
The undersigned certifies that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity

Manuel A. B. [Signature] Senior Project Manager
 Signature/Title

Triple Construction, LLC
 Company

Business Address 5 Executive Drive, Unit # 3
 City/Town Hudson
 State NH
 Zip 03051

4/27/23
 Date

603-546-1082 x503
 Phone Number

Check here if appropriate : ☒ NO BID
Any deviations from the above stated specifications must be so noted and any bid prices must be reflective of these deviations

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Triple Construction, LLC. 5 Executive Drive, Hudson, NH 03051

as principal, hereinafter call the Principal, and
Great Midwest Insurance Company

as corporation dully organized under the laws of the State of Texas
as Surety, hereinafter call the Surety, are held and firmly bounded unto

City of Somersworth, New Hampshire

as Obligee, hereinafter call the Obligee, in the sum of Five Percent (5%) of amount bid
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for


Department of Public works & Utilities- Roof Replacement, Somersworth, NH

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay
to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered
by said bid, then their obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of April 2023

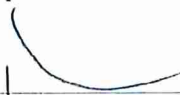


(Witness)




(Witness)

Triple Construction, LLC



Kevin Cormier, Manager

Great Midwest Insurance Company



William Infantine Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: WILLIAM J. INFANTINE, KAREN J. CASE, CHRISTOPHER J. SNOW, LYNDSEY LEE, MATTHEW CHRUPCALA,

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 30th day of November, 2020.



GREAT MIDWEST INSURANCE COMPANY

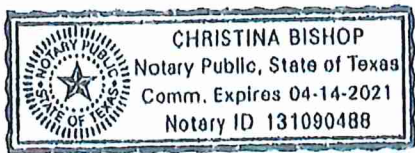
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 30th day of November, 2020, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of April, 2023.



BY

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



About Us:

Triple Construction, LLC was founded in 2018 by professionals with decades of experience in providing design build services and construction management. Our team has the expertise and knowledge to support our clients from project conception throughout the entire project duration. We believe that open and transparent communication is essential to the overall project results, and pride ourselves on long-term relationships with owners, clients, design team professionals, and subcontractors. We strive to offer optimum service, and by offering client oriented, turn-key service, we are better able to act in the project's best interest. We achieve this by monitoring critical activities during the duration, and diligently managing quality, cost, and schedule through project completion.



Our dedicated personnel have a wide range of experience in the construction industry, and are proficient in the processes, and delivery methods. This enables us to work efficiently and seamlessly with each client, and project support team members to manage and achieve the client's desired project result. We have built facilities for clients in numerous markets including but not limited to healthcare, hospitality, academic, commercial, and industrial.

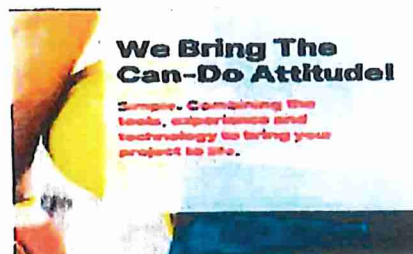


With our knowledge, strong construction backgrounds, and innovative and cost-effective solutions, our team members are able to provide value management to our clients. We take pride in the services we are providing, and working closely with the clients to determine the project's important components that are the greatest value: time, cost, and quality. With our experience, and long-term relationships with design team members, subcontractors and vendors, we are able to develop project plans, specifications, schedules, and budgets that meet the client's expectations, adhering to brand standards if applicable. We can utilize subcontractors for all trades, or if it makes sense, use our internal team members for flooring, framing, drywall, rough carpentry, finish carpentry, acoustical ceiling, and bath accessories installation, to improve upon the schedule and cost parameters of a project.



Services Offered:

- Design Build and Preconstruction Management
 - Site Evaluations & Feasibility Studies
 - Project Budgeting, Value Analysis, and Value Engineering
 - Construction Planning on constructability and productivity with schedules, logistic plans, and/or phasing.
 - Subcontractor Review and Selection
- Construction Management & General Contracting
 - Supervision and Management
 - Subcontracting
 - Submittal Review and Processing
 - Coordination, and Quality Control
 - Safety
 - Green Building Methods





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Optisure Risk Partner, LLC d/b/a Aspen Insurance Agency 40 Stark Street Manchester NH 03101	CONTACT NAME: Jen Paquin PHONE (A/C, No, Ext): (603) 647-0800 FAX (A/C, No): (603) 647-0330 E-MAIL: Jen.paquin@optisure.com ADDRESS:
INSURED TRIPLE CONSTRUCTION LLC 5 EXECUTIVE DRIVE SUITE 3 HUDSON NH 03051-4910	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Ins Co. of South Carolina NAIC # 19259 INSURER B: Allied Eastern Indemnity Company 11242 INSURER C: Hanover Insurance Company 22292 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2242617188 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			S 2399837	04/28/2022	04/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 2399837	04/28/2022	04/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 2399837	04/28/2022	04/28/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	03-0000118851-04	07/17/2022	07/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Contractor's Equipment			IHV H505331 01	02/14/2022	02/14/2023	Leased/ Rented \$250,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Work performed during the policy period: Carpentry. Workers' compensation coverage applies in NH, MA & ME. Kevin Cormier is excluded from the workers' compensation coverage.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Professional References

Town of Deerfield, Salt Shed Addition

Ray Ellis buildingsuper@townofdeerfieldnh.com

Rick Pelletier building@townofdeerfieldnh.com

State of NH Division of Public Works, Roofing & Siding of 3 Salt Sheds

Gary Brown 603-271-1640

Newport Hotel Group, Numerous Interior/Exterior Renovations

Randy Russell russell@newporthotelgroup.com

386-747-9665

Gilford, NH Fire Department, Exterior Upgrades

Chief Stephen Carrier 603-527-4758

Nashua Police Department, Interior Renovation

Deputy Chief Joe Fay 603-594-3610

RELEVANT PAST PROJECTS

1. Ocean House Hotel Roof Replacement Gloucester, MA
 - 12,000 sf EPDM roof replacement

2. Salt Shed Roof Replacements for NHDPW Multiple Locations
 - Hooksett – 1,700 sf substrate & shingles
 - Nashua – 3,840 sf substrate & shingles
 - Hampton – 1,700 sf substrate & shingles

3. Wesley Tate Garage Hudson, NH
 - 5,250 sf substrate & metal roof

4. Rt. 101 Global Site Bedford, NH
 - 17,000 sf of metal roof & 7,000 sf metal siding

Dear Sen. Bradley,

We wish to vigorously disapprove of the recent action by Senator Gray of Rochester regarding the amendment introduced into HB 75. Senator Gray, with little warning, removed all of the original text and replaced it with the text of HB 270, which the House Municipal and County Government Committee had voted to retain in February on a 11-9 vote. This bill would now introduce districts for the purpose of electing Strafford County commissioners. The committee, on the same day as the hearing, approved the amendment and the amended bill by 3-2 party-line votes. As a result, the amended bill is on the Senate calendar for a vote of the full Senate on this Thursday, May 11.. Notably it is listed under its old, unamended title, *"to increase the threshold of county owned personal property subject to competitive bidding"*.

We, the undersigned, find the actions of Senator Gray undermines our democratic and legislative intent. This is not how government should work. Our legislators are elected to serve with the highest honor and integrity. There are many Strafford County residents who are keenly interested to be given the opportunity for a discussion of HB 270 later this summer. This new HB 75 brings up issues that clearly warrant public review and comment.

We urge you to work to stop HB75. Let the normal process for a retained bill go forward in the House Municipal and County Government Committee. The people of Strafford County should have their say on HB 270.

Thank you,

Walter King – Dover

Alex De Geofroy - Rochester

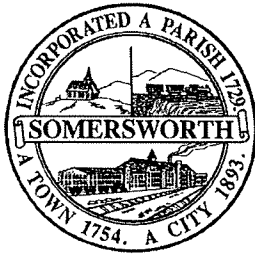
Manny Krasner – Farmington

Nancy Vawter – Dover

Brian Vawter – Dover

Representative Heath Howard – District 4 Strafford/Barrington

Ellen Philips – New Durham



Amber F. Hall, P.E.
City Engineer
Tel: 692-9524

Date: 5/9/2023
To: Bob Belmore, City Manager
Copy: Michael Bobinsky, Director of Public Works and Utilities;
Scott Smith; Deputy City Manager/Finance Director
Subject: FY2023 Catch Basin Cleaning Bid Results

The City received bids for FY2023 Catch Basin Cleaning on April 14, 2023. Following review and analysis of the bids received, Wind River Environmental dba Eastern Pipe Service, is the apparent low bidder and meets all bid specifications. Base bid totals for the project are as follows:

Contractor	Price per Basin
Wind River Environmental dba Eastern Pipe Service, Bow, NH	\$55
Triton Stormwater, Harrisville, RI	\$60
Vortex Services, Livermore, ME	\$78
Bellemore, Bedford, NH	\$90

We recommend award of the contract for work to Wind River Environmental dba Eastern Pipe Service, apparent low bidder. The City has worked with this contractor in the past and, per staff reports, is pleased with their performance in past assignments and catch basin cleaning.

Attached is a copy of the bid tabulation to include unit pricing from each of the bidders.

City of Somersworth
Request for Bids - Catch Basin Cleaning
4/14/2023

Consultant	Bid
Wind River Environmental dba Eastern Pipe Service 2 Thibeault Drive Bow, NH 03304	\$55.00 Per Basin
Bellemore PO Box 10369 Bedford, NH 03110	\$90.00 Per Basin
Triton Stormwater 1830 Douglas Tpke Harrisville, RI 02830	\$60.00 Per Basin
Vortex Services 521 Federal Rd Livermore, ME 04253	\$78.00 Per Basin

Brenda Breda

From: Kristen Davenport
Sent: Thursday, May 11, 2023 10:47 AM
To: Bob Belmore
Cc: Michelle Mears; Brenda Breda
Subject: Malley Farm Field Use Agreement
Attachments: Malley Farm Field Use & Maintenance Agreement (DRAFT).docx

Hi Bob,

Attached is a draft Field Use & Maintenance Agreement for the Malley Farm rental this July. Please review & let me know if this is good to send or if edits need to be made.

- League is okay with the requirements we discussed to include rental fee of \$2,000 for both tournaments + security deposit & insurance.
- The school teams will not be using Malley fields this year.
- We offered the fields to Little League this season but they don't need them.

Thanks,

Kristen

Kristen H. Davenport
Recreation Supervisor

City of Somersworth
One Government Way
Somersworth, NH 03878

(603) 692-9508
kdavenport@somersworthnh.gov
www.Somersworthnh.gov



Somersworth Recreation

Field Use & Maintenance Agreement



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

1. DESCRIPTION OF THE PREMISES:

The City will allow the Seacoast Softball League use of Malley Farm Softball Fields A & B located off of Malley Farm Road beginning July 7, 2023 and expiring July 16, 2023, subject to the terms and conditions set forth below.

2. CHARGES FOR USAGE:

League shall pay \$2,000 to the City of Somersworth. League will also pay a \$200 refundable security deposit. The rental fee & security deposit shall be payable by June 23, 2023.

3. **RETURN OF SECURITY DEPOSIT.** Within three (3) business days following the Event, the City will inspect the Facility/Premises. If User and/or User's guests have not caused any damage to the Facility/Premises, the City will return the security deposit to User by mail within ten (10) business days. If User and/or User's guests have caused damage to the Facility/Premises, the City may retain all or a portion of the security deposit. If the City retains any of the security deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The City's remedies for damage shall not be limited to retention of the security deposit and the City may pursue any additional remedies authorized by law to recover its damages or losses.

4. ENTRY OF PREMISES BY LANDLORD:

City personnel and workers may enter the fields and/or any buildings used for storage by the League at reasonable times, without prior notice, to inspect the premises. The City shall retain the right to allow and approve ball field use by others during those times when the League is not scheduled to use the fields, provided the ball fields are returned to the League in good, playable conditions.

5. SUBLEASING:

The League may not sublet the fields.

6. MAINTENANCE OF PREMISES:

- a.) League agrees to maintain and to keep in good order, condition and repair of the fields and related facilities being used.
- b.) The League shall provide litter control to the area daily and shall keep the area free of litter.
- c.) League shall provide ongoing maintenance to include garbage removal and litter control; maintenance of the infield to include daily raking, dragging, & striping fields as necessary.

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

e.) Storage of League's equipment at City facilities shall be at League's risk and City will not warrant security of stored materials.

f.) League is responsible for the behavior of opposing teams and any teams involved in a School-sponsored tournament. All teams, their coaches, and fans are subject to any and all rules of behavior contained with Chapter 30 (City Parks) of the City's Ordinances.

g.) Parking for players, coaches, parents and fans is limited to those designated specifically for parking within the park.

7. INSURANCE & DOCUMENTATION:

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

8. FACILITY DAMAGES AND REPAIRS:

Provided City is able to positively determine that the Seacoast Softball League or specific party or representative, or spectator, or participant in League-sponsored activities thereof caused facility damages other than those deemed to be caused through reasonable wear and tear but including those caused by negligent or intentional acts, said League or specific party shall be responsible to reimburse City for all repairs performed to restore the facility to the appropriate condition. Payment for the repair of damages shall be thirty (30) days after presentation of bill by the City to the League, specific party, or representative thereof.

9. SITE IMPROVEMENTS:

a.) League must submit plans to the City for consideration to perform desired site improvements. If the City chooses to accept desired site improvements, the City will be involved with the plan review, bidding and selection of contractors. If labor is to be completed by volunteers, all work must be inspected per City code. The Somersworth School District shall pay for all costs related to approved improvements. If said improvements are on City facilities, the City will be responsible for all construction permit and inspection fees.

b.) It is understood and agreed between the parties that, all installations, additions, and improvements erected or installed at any time at City facilities during the term of this Agreement, shall immediately become the property of the City upon such erection or installation. This provision does not apply to participant playing equipment, maintenance equipment, and concession equipment installed and belonging to the League. League must remove all equipment and concession equipment prior to the expiration or other termination of this Agreement. Any portion of the premises affected by removal shall be immediately restored and repaired.

10. ADVERTISING:

The field is located within a public park; therefore, no advertising shall be allowed on the field, including outfield fencing, the backstop, the concession stand, or the dugouts.

11. SURRENDER:

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

b.) The League shall not make any alterations, improvements and/or additions to the premises without first obtaining, in each instance, the written consent of the City, which consent the City agrees will not unreasonably be withheld. City shall retain ownership of the following: backstops, field fencing, bleachers, scoreboards, dugouts, storage facilities, concession stand, benches, and any night lighting facilities. These facilities shall remain in City ownership until the expiration or termination of this Agreement. At the termination or expiration of this agreement the League shall have 60 days to remove its property. Property not removed shall become the property of the City.

12. REMEDIES AND ATTORNEY FEES:

Any and all remedies provided to either party for the enforcement of this Agreement are cumulative and not exclusive, and either party shall be entitled to pursue all of the rights enumerated in this Agreement and/or the remedies provided under the laws and statute of the State of New Hampshire. In connection with any litigation initiated by any party arising out of this Agreement, the prevailing party shall be entitled to recover its attorney fees and costs.

13. MODIFICATIONS:

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

14. INDEMNIFICATION AND HOLD-HARMLESS:

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

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

CITY OF SOMERSWORTH

RESPONSIBLE PARTY

Robert M. Belmore, City Manager

(Duly Authorized Agent) (Name)

(Signature)

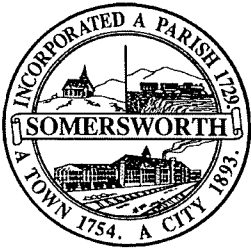
(Organization Name)

(Address)

(City, State, Zip)

(Phone)

(Email)



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: May 3, 2023
Subject: Bulletproof Vest Grant

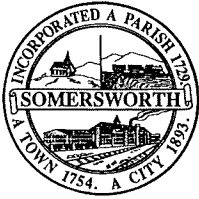
Bob,

The purpose of this Memo is to request permission to apply for the annual Patrick Leahy Bulletproof Vest Grant, through the US Department of Justice for Fiscal Year 23. During the last grant cycle, we were able to obtain 20 vests, which have all been allocated. My intent is to apply for 6 new bulletproof vests, to account for our 6 open positions.

The grant pays for 50 percent of the purchase of the vest. Each vest currently costs \$1,053.00 each. The cost of 6 vests would be \$6,318.00, with our cost being \$3,159.00.

My intent is to purchase the vests through the normal budget cycle upon hire of the new officer, and use the grant to save 50 percent of each vest.

The deadline for submission of this grant is June 26, 2023.



MEMORANDUM from Director Public Works & Utilities

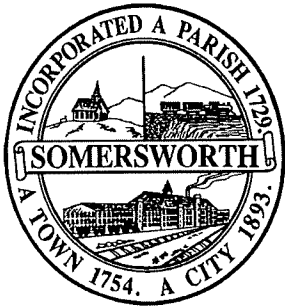
Date: May 11, 2023

To: Bob Belmore, City Manager

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

Re: Serve with Liberty

The Department arranged with officials of Liberty Mutual to have their employees volunteer to rake leaves at Forest Glade Cemetery as part of spring clean-up activities. Gerry Vachon, General Highway Foreman, annually applies for the activity with Serve with Liberty representatives and the activity was selected as a project for their employees. Liberty Mutual employees have been in Forest Glade raking leaves during late April and in early May. Serve with Liberty employee volunteers have been assisting the Department with spring clean-up activities at Forest Glade Cemetery for the past five (5) years. There is strong participation and assistance from the Liberty employees and we greatly appreciate their work. Highway crews haul away the leave piles left by the volunteers.



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: May 10, 2023

Re: **Monthly Report**

Finance Department:

- Assisted in preparation of Budget Presentation and attended Budget workshop.
- Prepared State Forms MS-6c Proposed Budget, and MS-232, State Report on Actual Budget Adopted.
- Completed GASB 75 Report.
- Participated in Union Negotiations.
- Bids:
 - Acquisition and Redevelopment of Former National Guard Site – Due May 26, 2023
 - DPW Roof – Received April 27, 2021
 - Construction Equipment Rental – Received April 6, 2021
 - Catch Basin Cleaning – Received April 7, 2023

City Clerk:

- Prepared for and took minutes at two scheduled City Council meetings, and standing committee meetings during the month.
- Total receipts for the month were \$8,790.
- Permits:
 - Owen's Ice Cream – Sales
 - Share Fund – Fundraising Event May 20th
 - St. Ignatius of Loyola Parish – National Pray Day May 4th
 - American Legion Post 69 – Memorial Day Parade May 29th

- Goodwin Community Health – Celebrate Breastfeeding week on Aug 2, 2023.

Tax Collector:

- Motor vehicle registrations were a total of \$161,754 during the month.
- Collected \$5,370 for Municipal Transportation Fund during month.
- Impending Lien notices are scheduled to go out on May 2nd.
- Total receipts for the month were \$1,781,786.

Library

- The Library hosted a discussion on composting.
- The Library hosted Jeff Warner who demonstrated games, songs, and jokes popular before the use of electricity.
- 3,294 people visited the Library, there were 38 new library cards issued, and 76 renewals.

Human Services:

- Total assistance for the month was \$9,956. That compares to \$15,964 for the month of March 2023 and \$2,040 for April 2022.
- 6 new cases were opened compared to 1 in 2022.
- 10 cases were approved for varying levels of assistance with 2 denials and 3 cases pending. 43 cases were referred to other agencies for support.

Information Technology

- Spent time in general server maintenance, checked systems, checked and cleared logs.
- Working on Cyber Security improvements funded via a State Grant for the Water and Wastewater Treatment Facilities.

Assessing

- Prepared files for first half tax billing.
- Continued work on abatement requests.

Date: 5/10/23

To: Robert Belmore, City Manager

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

Re: Department of Development Services April 2023 - Monthly Report

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

- Zoning Board – April 5
- Conservation Commission – April 12 & April 19 Site Walk Malley Farm
- Planning Board – April 19
- SRTC – April 12
- Historic District Commission – April 26

Building and Health Departments

MAJOR Building Permits Applied for April 2023

Address		Construction Costs	Fees
19	Whippoorwill Way	\$ 300,000.00	\$ 2,725.00
27	Crystal Springs Way	\$ 70,000.00	\$ 655.00
Total		\$ 370,000.00	\$ 3,380.00

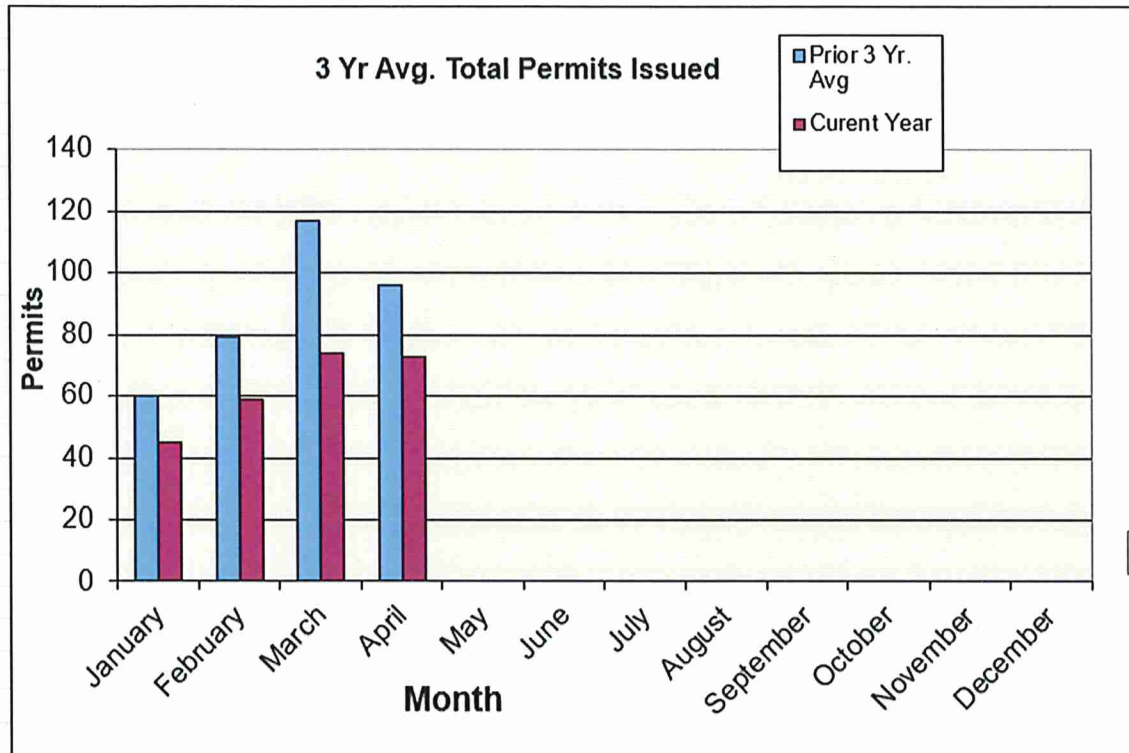
MINOR Building Permits Applied for April 2023

Address		Construction Costs	Fees
5	Pinkham Ave	\$ 54,000.00	\$ 511.00
282	High St	\$ 7,500.00	\$ 92.50
333	High St	\$ 12,685.00	\$ 139.07
14	Cameron Way	\$ 28,750.00	\$ 283.75
51	Sunningdale Dr	\$ 10,000.00	\$ 145.00
27	Green St	\$ 10,400.00	\$ 118.60
45-47	South St	\$ 582.00	\$ 34.00
45	South St	\$ 300.00	\$ 34.00
421	Old Rochester Rd	\$ 75,000.00	\$ 700.00
32	Chadwick Lane	\$ 2,483.00	\$ 47.35
11	Ash St	\$ 500.00	\$ 34.00
17	Linden St	\$ 2,000.00	\$ 43.00
8	Sunningdale Dr	\$ 12,009.00	\$ 133.08
211	Green St	\$ 5,985.00	\$ 78.87

9	Pinkham Ave	\$ 5,601.00	\$ 79.00
19	Third St	\$ 10,000.00	\$ 145.00
5	Cemetery Rd	\$ 28,301.00	\$ 286.00
1	Molly Ln	\$ 21,150.00	\$ 215.35
3	Middle St	\$112,644.36	\$ 1,038.80
9	Cora Dr	\$ 3,000.00	\$ 61.00
22-24	Washington	\$ 1,500.00	\$ 38.50
55	Prospect St	\$ 30,000.00	\$ 295.00
20-22	Mt Auburn St	\$ 18,000.00	\$ 187.00
17	Drew Rd	\$ 13,000.00	\$ 142.00
60	Sunningdale Dr	\$ 29,621.00	\$ 292.00
331	High St	\$ 25,100.00	\$ 250.00
Totals		\$ 520,111.36	\$ 7,897.09

Permit Receipts as of April 2023

PERMIT RECEIPTS						
	2020	2021	2022	2023	DIFFERENCE this year to last	% OF CHANGE
January	\$13,195.23	\$8,599.31	\$10,660.43	\$12,486.79	\$1,826.36	14.6%
February	\$13,438.09	\$6,590.61	\$31,381.26	\$10,679.12	-\$20,702.14	-193.9%
March	\$24,077.27	\$46,267.60	\$25,904.65	\$49,155.68	\$23,251.03	47.3%
April	\$10,871.58	\$27,779.60	\$26,246.19	\$14,650.50	-\$11,595.69	-79.1%
May	\$19,665.79	\$33,736.68	\$11,141.09			
June	\$13,079.55	\$51,947.53	\$37,046.22			
July	\$16,816.46	\$18,776.42	\$9,648.31			
August	\$23,823.08	\$46,171.98	\$25,716.69			
September	\$23,396.60	\$13,805.11	\$30,356.86			
October	\$16,152.79	\$18,139.91	\$12,587.39			
November	\$12,376.38	\$8,476.08	\$30,037.01			
December	\$6,925.03	\$8,858.58	\$7,853.79			
Year total	\$193,817.84	\$280,290.83	\$94,192.53	\$86,972.09	-\$7,220.44	-8.3%
Difference of change this year to last (completed months only)	\$193,817.84	\$280,290.83	\$260,217.89			



Property Maintenance April 2023

*Notification Issue meaning: CN – Courtesy Notice; NOV – Violation Notice;

Address	Complaint Type	Complaint Date	Notification Issued	Status
11 Ash Street	MPV	11/14/2022	NOV	Pending
3 Market Street	Dumpster Violation	11/17/2022	CN	Pending
446 Main Street	MPV	11/17/2022	NOV	Pending
341 High Street	Fence Violation	11/21/2022	CN	Pending
222 Rte 108	Dumpster Violation	11/21/2022	CN	Pending
128 Franklin Street	Dumpster Violation	11/21/2022	CN	Resolved
15 Garden Street	Fence Violation	11/29/2022	CN	Resolved
87 Franklin Street	Step Violation	11/29/2022	CN	Pending
222 High Street	Fence Violation	11/29/2022	CN	Pending
230 High Street	Fence Violation	11/29/2022	CN	Pending
197 #A Rt 108	MPV	12/2/2022	CN	Resolved
41 Franklin Street	MPV	12/5/2022	CN	Pending
57 Green St	Siding Violation	12/5/2022	CN	Pending
47 Green St	Trash	12/5/2022	CN	Resolved
37 Green St	Siding Violation	12/5/2022	CN	Pending
28 Green St	MPV	12/5/2022	CN	Pending
43 Mt. Auburn	MPV	12/5/2022	CN	Pending

107 Green St	Step Violation	12/5/2022	CN	Pending
48 Franklin St	MPV	12/5/2022	CN	Pending
37 Franklin St	MPV	12/5/2022	CN	Pending
184 High Street	Siding Violation	12/5/2022	CN	Pending
38-40 Franklin	MPV	12/5/2022	CN	Pending
290 Main Street	MPV	12/5/2022	CN	Pending
36-38 Market Street	Front Door Missing	11/29/2022	CN	Resolved
2 Government Way	Dumpster Violation	12/19/2022	CN	Pending
66 High Street	Step Violation	12/5/2022	CN	Pending
17 Broad Street	Siding Violation	12/5/2022	CN	Pending
76 Elm Street	MPV	12/5/2022	CN	Pending
93 Main Street	MPV	12/20/2022	CN	Pending
109 Main Street	Sign Violation	12/20/2022	CN	Pending
105 Main Street	MPV	12/20/2022	CN	Pending
117 Main Street	Sign Violation	12/20/2022	CN	Pending
506 High Street	Dumpster Violation	12/19/2022	CN	Pending
25 Otis Road	Dumpster Violation	12/19/2022	CN	Pending
39 Rocky Hill Road	Dumpster Violation	12/19/2022	CN	Pending
47 Salmon Falls Road	Dumpster Violation	12/19/2022	CN	Pending
48 Green Street	MPV	12/19/2022	NOV	Pending
67 Elm Street	MPV	12/20/2022	NOV	Resolved
53-55 Union	MPV	12/13/2022	CN	Resolved
71 Indigo Hill Road	Siding Violation	12/13/2022	CN	Pending
194 Green Street	Trash	12/13/2022	CN	Pending
10-12 School Street	Chimney Violation	12/13/2022	CN	Pending
302 Main Street	Fence Violation	12/13/2022	CN	Pending
357 Main Street	MPV	12/13/2022	CN	Pending
11 Ash Street #A	MPV	12/29/2022	NOV	Pending
396 High Street	MPV	12/13/2022	CN	Pending
258 High Street	MPV	12/13/2022	CN	Pending
78-80 Market Street	Siding Violation	1/13/2023	CN	Pending
260 Main Street #2	Mold	1/20/2023	CN	Resolved
354 Main Street #1	MPV	1/23/2023	NOV	Pending
10 Green Street	MPV	1/19/2023	CN	Pending
11 Ash #B	MPV	2/2/2023	NOV	Pending
Blue Heron	Wetlands Violation	2/10/2022	NOV	Pending
136 Indigo Hill Road	Siding Violations	2/17/2023	CN	Pending
18 Davis Street	MPV	2/17/2023	CN	Pending
11 Silver Street	Siding Violation	2/17/2023	CN	Pending
354 Main Street #1	MPV	2/15/2023	NOV	Pending
10B Silver Street	MPV	2/23/2023	CN	Resolved

65 Green Street	Unsafe Stairway	2/23/2023	CN	Pending
86 High Street	MPV	2/28/2023	NOV	Pending
8 Beacon Street	Rats	3/20/2023	CN	Resolved
24B Maple	Rats	3/20/2023	CN	Resolved
24 Maple	Step Violation	3/22/2023	CN	Pending
194 Green	Camper Violation	3/21/2023	CN	Pending
20-22 Spring Street	MPV	3/23/2023	NOV	Resolved
296 Main Street	MPV	3/23/2023	CN	Pending
114 Green Street	Step Violation	3/23/2023	CN	Pending
65 Green Street	Life Safety Violation	3/23/2023	CN	Pending
24 Washington Street	Roof Violation	3/6/2023	CN	Resolved
38 Franklin Street	MPV	3/27/2023	NOV	Pending
40B Franklin Street	Illegal Apartment	3/27/2023	NOV	Pending
45 South Street	MPV	3/28/2023	NOV	Resolved
334 Main Street	Junkyard	3/17/2023	CN	Pending
197 Rt 108	Junkyard	4/4/2023	CN, NOV	Pending
114 Green Street	Stairway Violation	3/23/2023	CN	Pending
85 Elm	Trash	4/13/2023	CN	Resolved
36 Green	Trash	4/13/2023	CN	Resolved
8 Ash	MPV	4/24/2023	NOV	Pending
20 Rescue Lane	Zoning Violations	4/20/2023	NOV	Pending
156 High Street	Zoning Violations	4/24/2023	CN, NOV	Resolved
99 Green Street	MPV	4/28/2023	NOV	Pending
13 Water Street	MPV	4/28/2023	NOV	Pending
221 Rt 108	Fence	4/28/2023	CN	Pending
289 Main Street	MPV	4/28/2023	NOV	Pending

PLEASE NOTE – All matters shown as “Resolved” were active matters which were closed in the month of April 2023 due to violations being brought into compliance. All matters shown as “Pending” are current, active matters.

- In the month of April, 2023, seventeen (17) open matters became compliant and were closed.
- In April 2023, the Code Compliance Office issued:
 - Six (6) Courtesy Notices; and
 - Seven (7) Violation Notices

COURT MATTERS – Ongoing

- **City v. Reddy Infosys – 86 High Street**
 - Failed to supply adequate heating supply. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.

- **City v. Reddy Infosys – 86 High Street**
 - Dangerous staircase. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Hole in the second “bedroom” floor. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
 - Hearing scheduled for April 10th 2023
- **City v. Reddy Infosys – 86 High Street**
 - Leaking roof around chimney penetration. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Inactive knob and tube wiring. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Lights not to code/installed without permit. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Second “bedroom” unfit for habitation. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Light switch lacking faceplate. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Holes in plaster/sheetrock “second bedroom” stairwell ceiling and walls. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Flaking lead paint. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.

- **City v. Reddy Infosys – 86 High Street**
 - Kitchen sink leaking. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Damaged flooring. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Food preparation space is not sanitary. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Shower leak and water damage to surrounding areas. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Hole in bathroom wall. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Leaking shower damaged subfloor. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Bathroom sink not securely mounted to wall. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Missing GFCI outlets. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Sinks do not drain well. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. Reddy Infosys – 86 High Street**
 - Windows do not operate properly. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.

- **City v. Reddy Infosys – 86 High Street**
 - Roof has severe deterioration as a result of water penetration/rot. Citation issued 3/20/23
 - Trial scheduled for October 2nd 2023, defendant plead not guilty at 4/10/23 hearing.
- **City v. AK Properties LLC – 20 Spring Street**
 - Landlord failed to comply with NOV to clean up the property after neighbors complained about rats roaming the streets. Citation issued 4/17/23
 - Hearing scheduled for May 1st, 2023.

COURT MATTERS – Closed

- **City v. Reddy Infosys – 86 High Street**
 - City of Somersworth-Code Compliance filed a motion to impose suspended sentence for Reddy Infosys.
 - Following the hearing on April 3rd 2023, Judge Gardner ruled in favor of the City's motion. The defendant was ordered to pay a fine of \$2,000.00 within 30 days.

Land Use Boards:

Minor Field Modification Request:

- Matt Proulx is seeking to revise the central detention pond from loam and seed to Rip-rap 3"-6" to prevent erosion for the property located at 187 Route 108 (now Patriots Way) in the Commercial/Industrial (CI) District, Assessor's Map 44 Lot 28, SITE#01-2021 was **approved**.

Conservation Commission:

- Regular meeting held on April 12, 2023 at 6 pm.
- A workshop meeting for a site walk to explore potential trails at Malley Farm was held on **April 19, 2023 at 4:00PM** at 45 Malley Farm Road.

Historic District Commission:

- Joe and Mary Boucher are seeking a certificate of appropriateness to install siding, cover window casings with aluminum trim, and install crown molding over windows for a property located at 90 Noble Street in the Residential Duplex zone with Historic Overlay District (R2H) Assessor's Map 13 Lot 17 HDC#08-2023 was **approved**.
- PLANO Builders LLC is seeking a certificate of appropriateness to replace all windows, adding one door, and enlarging a deck for a property located at 5 Noble Street in the Residential/Multifamily zone with Historic Overlay District (R3H) Assessor's Map 10 Lot 142 HDC#09-2023 was **approved**.

- Matthew Hawkins is seeking a certificate of appropriateness to make repairs to the façade and bump outs and replace siding for a property located at 8 Beacon Street in the Historic Moderate Density (HMD) zone, Assessor's Map 11 Lot 70 (HDC#10-2023) was **continued**.

Planning Board:

The Planning Board reviewed the following:

- **PUBLIC HEARING:** Summa Humma Realty-Somersworth LLC is seeking a Site Plan Amendment for building and site alterations for property located at 355 Route 108 and Enterprise Drive, in the Commercial Industrial (CI) District, Assessor's Map 48 Lot 24A SITE#02-2022 was **approved**.
- Mark Harrington is seeking an Extension Request of an Approved Plan to construct a new building and infrastructure on a property located at 1 Enterprise Drive in the Commercial Industrial (CI) District, Assessor's Map 48 Lot 24D SITE#13-2020 and CUP#05-2020 was **continued**.
- Craig Riotto is seeking an Extension Request of an Approved Plan to construct a sports hub dome complex at a property located at 165 Route 108 in the Commercial Industrial (CI) District, Assessor's Map 63, Lot 10 SITE#04-2021 was **approved**.

Planning Board Workshop Business:

Proposed Site Plan Review Regulations Amendments – Section 12 Stormwater Regulations: to add that Applicants requiring a Stormwater Management and Erosion Control Plan shall establish an account with the NHDES Pollutant Tracking and Accounting Project (PTAP). A completed PTAP report shall be submitted to the Planning Department at the time of as-builts.

Site Review Technical Committee:

- McL Builders & Developers LLC is seeking site plan approval to allow the bottling facility to be razed and a new 3-unit townhouse style structure to be constructed along with associated parking and infrastructure located at 25 Myrtle Street in the Residential Multi-Family (R3) District, Assessor's Map 9 Lot 30, SITE#03-2023.

Zoning Board:

- **PUBLIC HEARING:** Jeff Wituszynski, Vincent Kulickowski, Donald Howde, Vsevolod Korogod, and Kristen Korogod are seeking an Appeal of an Administrative Decision made by the Planning Board for a property located at 35 Coles Pond Road in the Residential/Single Family (R1) District, Assessor's Map 49 Lot 14, ZBA#01-2023 was **continued**.
- **PUBLIC HEARING:** Summa Humma Realty is seeking a variance from Section 19.20.D.4.b to allow store front signage, a pylon flag, and a pylon sign on a property located at 355 Route 108 in the Commercial/Industrial (CI) District, Assessor's Map 48 Lot 24A, 24G, and 24I, ZBA#02-2023 was **approved**.
- **PUBLIC HEARING:** Reddy Infosys, Inc. are seeking an Appeal of an Administrative Decision made by the Department of Development Services for a building permit to allow the construction of a fenced-in cold storage area at a property located at 72-76 High Street in the

Business with Historic Overlay (BH) District, Assessor's Map 11 Lot 216, ZBA#03-2023 was denied.

Economic Development – April 2023

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

- **Vacancy: Commercial - Business Vacancy** [*Site for Sale and /or Lease*]
- a) **Vacant -Privately owned Property**
 - ✓ **Stratham Tire:** The space has been broken up into 2 smaller units
 - ✓ **Lucky's:** working with owner on new potential office use.
 - ✓ **400 High Street:** working with owner on potential specialty craft brew market place (Unit C)
- **New: Commercial - Business Tenants** [*Certificate of Occupancy issued*]
 - ✓ **Cash In Car-** 472 High Street
 - ✓ **Wise Mind Counseling Service-**472 High Street
- **Existing: Business Expansion** [*Local Business growing and providing new/more service*]
 - ✓ Tri City Masonry-exploring expansion
- **Committed: Commercial Business Entity in Process** [*Committed to Occupying Specific Commercial Space or Land, and in process of establishing business at chosen location*]
 - ✓ Somersworth Sports Hub: Willand Drive
 - *Sports Dome*
 - ✓ Smart Storage: 1 Enterprise Drive - Route 108
 - *Storage Center*
 - ✓ MB Tractor: 355— Route 108
 - *Tractor Retail Sales*
 - ✓ Great Bay Home – HDQ: Interstate drive
 - *Interior Design Storage & Sales Distribution Center*
 - ✓ Forward -Merch: 436 -Route 108
 - *Screen Printing & Fulfillment Center*
 - ✓ The Bistro at the Rail- 400 High Street
 - Old Rail Pizza will be take out 4 days a week
 - ✓ Fold'd Diner SOS- 69 High Street
 - Crepe- and omelet focused modern diner on a misson
 - ✓ Pop Zup: 22 Canal Street Unit 324
 - *Specialty Food*
 - ✓ Wentworth Douglas Hospital Daycare Center- Terrascape
 - *Providing daycare for over 200 children PB approval January 2023*
 - ✓ Pensole Shoes: 434 – Route 108
 - *Shoe Manufacture*
 - ✓ Washville- Formerly Shammy's Carwash: 436 High Street
 - *Car Wash*
 - ✓ Thompson Counselling: 42 High Street

▪ *Counseling and Therapy*

- **Potential: Commercial - Business Exploring** [*Exploratory Review in process*]
 - 1) Formax, LLC - Seeking a Digital Print & Finishing Industrial space
 - 2) Vietnamese Food- Tri-City Plaza
 - Formerly Flooring Company next to TJMAXX
 - 3) C Sun-82 High Street
 - Internet Café /Gaming
 - 4) Seacoast Pretzel Company- location TBD
 - 5) Bending Bodhi Yoga
- **# SeeSomersworth**
 - ✓ SeeSomersworth- Keep abreast of Downtown Business Activities at:
www.facebook.com/seesomersworth
- **Miscellaneous: Brand Identity & Image: Media and Press Relationship development continues**
 - ✓ Article regarding Pensole Shoe Manufacturing <https://craftindustryalliance.org/a-revival-of-shoe-manufacturing-in-new-england-jems-the-first-black-owned-athletic-shoe-factory-in-the-us/>
 - ✓ Therapy Clean was awarded the Small Business Administration Small Business of the Year on 4/19/23. City staff toured the facility at 22 Canal Street.
 - ✓ See press release: <https://patch.com/new-hampshire/portsmouth-nh/therapy-clean-somersworth2023-manufacturer-year>
- **Community Advocacy:** ZOOM Meetings & Roundtables
 - ✓ **Bi - Weekly:** SEDS - “Seacoast Region Economic Development Stakeholders”
 - ✓ **Bi - Weekly:** BEA-CEDR – “Community Economic Development Region”
Economic Development Roundtable hosted by Commissioner Caswell
 - ✓ **Quarterly:** Great Falls Economic Development Corporation – BOD
- **Relationships & Partners:** Regular Engagement, Involvement, and Interface
 - ✓ **State and Regional Partnerships:**
 - BEA, SRPC, SBDC, SBA, SEDS
 - Seacoast Chambers of Commerce
 - Seacoast Economic Development Directors (SEDS)

Parks & Recreation – April 2023

Program & Event Highlights:

- **Somersworth Earth Week & Clean-Up Day-** we co-organized this event with Somersworth Youth Connection, Public Works, & See Somersworth. The Clean-Up Launch event was held on Saturday, April 22nd from 8-10am at both Jules Bisson Park & Noble Pines Park. Volunteers picked up trash bags, gloves, and signed waivers before heading out to clean up various areas throughout the City. Volunteers signed-up to help clean specific streets/areas or parks in Somersworth. We had help from numerous residents, families, high

school students, business owners, and local organizations. We'd like to thank everyone that participated in the Clean-Up day this year!

- The annual **Easter Egg Hunt** was held on Friday, April 7th at Jules Bisson Park. We had another great turnout for the event with hundreds of children attending. This year we had over 5,500 candy-filled eggs for the kids to find, Lindt Chocolate graciously donated over 3,000 mini chocolate eggs to hand out, there was also a jelly bean guess jar raffle, & 5 golden eggs with special prizes. This year the Somersworth Public Library joined us for the fun & provided a new Storywalk for families to read & enjoy.
- **Spring Fling event with Somersworth Public Library-** We had so much fun co-hosting this great free event with Somersworth Public Library! Children made crafts using recycled materials from around the house. We had a blast making bird feeders out of cartons, binoculars out of toilet paper rolls, & a fun toss game made out of plastic bottles. We also had an Earth Week stamp mural and a StoryWalk® outside.

Upcoming Activities:

- **Granite State Track & Field-** this beginner track program is for children ages 9-14. The program is currently full with 16 athletes. The program will run on Mondays & Wednesdays; May 10-June 7th 3:45-4:45pm at Noble Pines Park. The State Meet final is scheduled for Saturday, June 17th at Winnisquam High School in Tilton, NH. Rec Supervisor, Kristen, is the head coach & we have 1 parent volunteer coach as well.
- **Tiny Toppers Play Program-** the spring session is currently full with 16 children & their adult-caregivers signed-up to participate. The program is free & will run for 4 sessions May 10-May 31; 9:45-10:30am at Noble Pines Park. This program is instructed by Rec Supervisor, Kristen.
- **Kids Camp-** this is an 8-week full day summer program for children entering grades 1-5 in the fall. Registration opened for residents on March 20th & non-resident & weekly rate registration will open May 1st.

Summer Camp Hiring & Program Updates:

- Returning staff- we're fortunate to have 1 returning Director & 3 returning Lead Counselors.
- New hires- we're finalizing interviews & offers by the end of the month.

City Park Updates:

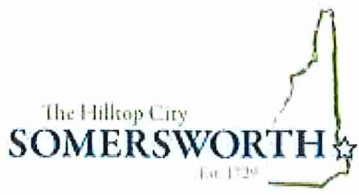
- Staff coordinated with local youth leagues for 2023 spring field use at City Parks. All Somersworth youth leagues utilizing City Parks are required to submit updated Maintenance & Use Agreements, Insurance, Certificate of Good Standing with the Secretary of NH, copy of league schedule, etc.
- **2023 Spring Field Use:**
 - Babe Ruth- Noble Pines
 - High School Baseball- Noble Pines
 - Little League- Jules Bisson, Blackwater Rd, & Millennium Park

Staff Training & Meetings:

- 4/19/23- Rec Supervisor attended CPR/First Aid/AED recertification course. The certification is good for 2 years.

MISC:

- Rec Supervisor, Kristen, hosted the City of Somersworth Employee Wellness Fair on Thursday, April 13th from 10-1pm in the City Hall Council Chambers. The Fair was open to all employees & various agencies provided staff with health & wellness resources.



MEMORANDUM from Director Public Works & Utilities

TO: Robert M. Belmore, City Manager

DATE: May 10, 2023

SUBJECT: Public Works Department Monthly Report for April 2023

FROM: Michael Bobinsky, Director of Public Works & Utilities

DIRECTOR'S COMMENTS

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

- Participated in City Council meetings on the review and consideration of the FY24 budget. Council approved the budget at their April 10th Council meeting.
- TAP improvements project work started; North East Earth Mechanics is the contractor for this work which includes rebuilding High Street sidewalk from Washington to Franklin Streets, constructing a paved campus connector and adding pedestrian improvements to the Memorial Drive parking area.
- Initiated road resurfacing and sidewalk repair work with GMI Asphalt. With the exception of 1st street reconstruction project, all contracted streets were repaved by the end of April, and impressive work schedule by the contractor. City staff is waiting for signed drainage easement documents from property owners on 1st street including Eversource, in order for the project to proceed. GMI also has the sidewalk repair contract this year and sidewalk work was substantially completed on W. High Street with remaining sidewalk work to be completed in May.
- Highway Division personnel began shifting to spring work activities, including repairing potholes, replacing damaged signs, activated irrigation systems at designated parks; this will be on going work through much of the spring/early summer.
- Following substantial clean up of fallen trees/limbs, initiated opening the parks and Forest Glade Cemetery. The General Foreman arranged with "Serve with Liberty" for volunteers to rake Forest Glade Cemetery starting in late April thru early May.
- City crews collected a record amount of brush materials from 180 residential requested stops; typical residential stops in early spring averages around 50 stops. Highway personnel did an outstanding job of collecting this material within 4 days.
- Highway Division personnel completed sweeping all City streets during April. Streets were prepared for long line painting and was completed by our contractor K5 in late April/early May. Pavement marking work to start in mid-May. The City has a contract with K5 for pavement long lines and with Spots on Lots for pavement markings, crosswalks, stop bars, school and railroad crossing zones.
- Met with Somersworth Home Depot Officials on the Ash Street -Butterfly Park Improvements Project. Home Depot officials indicated project is consistent with their commitments to the community, and will be applying for another corporate level grant to assist the City with the cost of the materials for the improvements. Staff will be assisting Home Depot officials with material quantity estimates including quantities for landscape retaining wall blocks, stone dust, trees, picnic

tables and other landscape material. Outside of a possible Home Depot Grant for project material, \$10,000 will be available from the FY24 Budget and the Development Services Department staff obtained a \$4,000 AARP Grant to pay for the cost of a bench and signage.

- Community Garden at the Malley Farm. Staff completed sending out application mailers to prospective gardeners and Garden Stewards held meetings with volunteers who signed up to participate in this season's program. Public Works staff maintains garden records; the Malley Farm has a total of 57 plots available as a result of last years expansion project; a total of 54 plots have been reserved so far this spring and 3 remain available to the public.



- Attended City Council meetings:
 - Public Works and Environment
 - Finance Committee
 - Eyes on 30
- Other meetings attended:
 - SRPC Executive and Policy Committees
 - Seacoast Stormwater Coalition
 - SRTC-Development Review
- Solicited several bids for specific services or projects this month including annual catch basin cleaning, crack sealing on selected City streets, replacing the Italianate Well House Roof at Forest Glade Cemetery and contracted equipment lists.

HIGHWAY DIVISION

Operations / Maintenance:

- Performed monthly metal collections
- Performed maintenance and repairs to city equipment
- Performed repairs to maintenance and repairs to city equipment following winter events
- Performed pothole patching city wide
- Performed city trash collection at receptacles, and city buildings
- Replaced signs city wide damaged from weather and accidents
- Collected NH the Beautiful bags collected by residents during city wide clean up
- Burned the Malley Farm brush pile
- Performed seasonal bagged leave collection along city streets
- Collected brush pile from Blackwater Baseball field
- Performed seasonal brush collection. 180 Stops in 4 days. Average 45-60 stops per collection in past years
- Repaired a broken door at city hall
- Performed CDL training (Kyle Allard successfully completed his ELDT program and obtained his CDL license)
- Removed erosion control matting from repaired swale on Salmon Falls Rd
- Repaired a Granite Post on Washington St
- Swept all city streets for first round of sweeping
- Raked out flower beds and parks downtown
- Began replacing mulch in flower beds and parks downtown
- Collected down limbs from roadsides
-

Recreation:

- Opened city parks
- Continued clearing limbs in parks and at Forest Glade Cemetery
- Daily trash collection in the parks
- Replaced numerous rotted and broken boards at Noble Pines Ballfield concession stand
- Performed repairs to Millennium Dog Park fence
- Constructed a pad for porta john at Mast Point Dam
- Repaired Noble Pines baseball fence, damaged by a tree that fell during severe weather

Cemetery:

- Cleaned up broken limbs around the cemetery from severe weather events

Water Distribution Support:

- Assisted with a sink hole repair at 144 Indigo Hill Rd

Sewer Collections Maintenance:

- Received 85 Digsafe request

ENGINEERING DIVISION:

- Attended Public Works & Environment Committee meeting on 4/21/2023.
- Attended Seacoast Stormwater Coalition meeting.
- Completed oversight of school zone flasher installation.
- Attended site meetings with School Dept and TAP Grant design team.
- Completed pre-construction meeting for Paving and Sidewalks projects with GMI Asphalt.
- Continued oversight and project management and inspection of TAP Grant project.
- Continued oversight and project management and inspection of FY2023 Paving Project.
- Continued oversight and project management and inspection of FY2023 Sidewalk project.
- Continued oversight of water treatment plant evaluation project with Wright-Pierce.
- Completed plan review meetings with Wright-Pierce for Constitutional Way, reviewed presentation materials.
- Attended ASCE Lunch & Learns.
- Attended T2 UNH webinars.
- Attended Primex supervisor training.
- Attended DPW Roof reconstruction pre-bid meeting.
- Completed Vuweworks training module.
- Completed review and approval of several driveway permits.
- Completed review and approval of several trench permits.



Road Reconstruction on Maloney St

WASTEWATER DIVISION

Operations/Maintenance:

- Operating under the (A20) process which is used for the winter months. During this time, we are not required to meet stringent nutrient and Biochemical Oxygen Demand & Total Suspended Solids requirements. The winter season runs from October 1st thru April 30th.
- Staff has ordered two replacement computers and 6 iPads to meet the cyber security requirement. Once delivered, Back Bay Networks and Laviolette Controls will assist with the set up.
- Installed the new fire alarm power supply unit for the influent headworks building. The system is now back in full service.
- Aeration blower #3 VFD has been inspected by Richardson Electric. They sent a quote for \$10,160 to replace the current unit. It was determined the existing unit was unrepairable. Staff is obtaining a second quote from a separate vendor for comparison.
- Completed the first annual preventative maintenance project on the new influent screens. This included replacing the stainless-steel brushes and hardware as well as complete take down and cleaning of each compactor. This task took approximately 5-days to complete at a cost of \$6,670.
- Experienced one rain event which required us to implement the high flow plan.
- Received 4,750 gallons of septage for the month.
- Employees recognized for not having a loss day personal injury for past 6 years.

Compliance:

- Preparing monthly reports to US-EPA and NH-DES.
- Reported zero permit exceedances for the month.
- Treated a total of 55-million gallons of wastewater during the month.

Industrial Pretreatment Program (IPP):

- Submitted one NOV (Notice of Violation) to General Linen for exceeding Fats, Oil & Grease limit. General Linen has submitted their options to address the ongoing grease issue. An internal meeting will need to be scheduled to discuss further actions.
- Completed an annual inspection of General Linen. This included sampling of their discharge as well as a review of their records and tour of the facility operations. No issues or concerns were noted.
- Completed our 5-yr Industrial Pretreatment Program (IPP) audit which took place on April 26-27th. Both EPA and DES were included. No major issues or concerns were noted. We will have to update language within our Sewer Use Ordinance to better align ourselves with the current requirements.

Capital Improvements Plan (CIP) Items:

- **Waste Water Treatment Facility upgrade** – The City of Somersworth entered into a contract with Apex Construction to complete the wastewater treatment facility construction improvements in May, 2020. Project milestones included substantial completion – November 10, 2021. Final completion – February 8, 2022.
- **Outstanding warranty issues include:**

Public Works Department Monthly Report for April 2023

- Dewatering - During the December 13-14th 1-year inspection, it was discovered we were supplied with the incorrect bowl and scroll. GEA-Westfalia is working on a plan to provide us with the correct equipment as specified. I have been told by GEA that the correct bowl and scroll will ship from Germany in late May.
- Return Activated Sludge Pump #3 has been deemed unacceptable by Wright-Pierce due to frequent failures. The supply representative is looking into replacing the pump.
- Landscaping – We will be assessing the upcoming growing season to ensure the minimum requirement for grass coverage has been met. We have until June 30th to request another round of grass seed.

WATER DISTRIBUTION

- Water Distribution operators completed 148 work orders and service requests in the month of April.
- Assisted contractors with a new residential utility connection on Green Street.
- Exploratory excavation on Indigo Hill Rd near sink hole to determine if water main leak.
- Prepared for road resurfacing, marking out water shut off boxes and having additional valve box covers if needed.
- Seasonal meters installed
- Activated water services at Forest Glade Cemetery, Community Gardens at Malley Farm, and Noble Pines baseball field.



WATER TREATMENT

Items completed this month:

- Bacteria's and TOC's water quality tests were completed

Public Works Department Monthly Report for April 2023

- Pumped 33,505,781 gallons of raw water
- Filtered and pumped to the city 31,782,713 of finished water
- Completed quarter #1 D/DBP report and submitted to NHDES
- Contacted Laviolette Controls to begin SCADA upgrade using cyber grant
- Contacted Xylem regarding a replacement backwash pump
- Responded to Wright Pierce with questionnaire for Water Plant study
- Met with Weston and Sampson for quote on large Layne pump maintenance
- Attended manganese training with Granite State Rural Water at Dover Public Works
- Sprague Construction completed maintenance on lagoon #1 for drying
- Received new Modine fan motor
- Wright Pierce reached out to schedule site visit for interviews on Water Plant Study
- Continued with floor prep in filter area
- AAA fence repaired main gate

Action items:

- Lagoon #1 cleanout
- Backwash pump repair/replacement

Meeting Minutes

Subject: FY2023 Crack Sealing Pre-Construction Meeting Minutes

Date and Time: 5/10/23 1:00 PM

Location: Council Chambers

Discussion Items:

1. Introductions
2. Traffic Control Plan
 - a. Contractor to produce and submit for review
 - b. On Street Parking Restriction Planning – Washington St is the only street with on-street parking. Superior will provide some signage and coordinate with DPW to get no parking barricades placed minimum 24 hours in advance.
 - c. Police Department will need to review and approve the traffic control plan (any required lane closures, flaggers etc). – Superior likes to have police details. Suggest reaching out a bit in advance to see if one can be scheduled.
 - d. Police Contacts:
 - i. Cpt. Matt Duval mduval@somersworthnh.gov 603-692-3131
3. Work Plan Overview
 - a. Contractor schedule work flow: 5-7 days need to complete the work. All day work proposed. Anticipated to start work in June.
 - Maple St. (~9,853 feet centerline):
 - Hillside St. (~451 feet centerline):
 - Washington St. (~1,424 feet centerline):
 - Kilda St. (~800 feet centerline):
 - Cecile St. (~268 feet centerline):
 - Blackwater Rd. (~11,576 feet centerline):
 - Salmon Falls Rd. (~5,294 feet centerline):
 - High St from Commercial Dr. to Stackpole Rd. (~1,600 feet centerline):
 - b. City notification to residents – eblast, newsletter
4. Communication Plan
 - a. City Contacts:

Name	Title	Email	Phone
Amber Hall	City Engineer	ahall@somersworthnh.gov	603-692-9524 (o) 603-953-6039 (c)
Gerry Vachon	General Highway Foreman	gvachon@somersworthnh.gov	603-692-4266 (o) 603-817-7361 (c)

Mike Bobinsky	Director of Public Works & Utilities	mbobinsky@somersworthnh.gov	603-692-4266 (o) 603-817-6452 (c)
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b. Superior Sealcoating Contacts:

Operational questions:

Tim Goodwin 781-844-0412 cell, 978-988-5555 office

Billing and Contract questions:

Gregg Vita 781-844-2364 cell, 978-988-5555 office

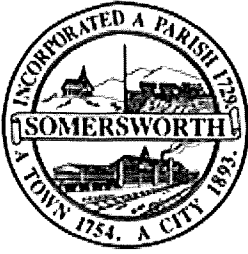
5. Project Management and Inspection Protocol

a. Communication Tree/Matrix

- i. Amber Hall is primary point of contact for City, Gerry Vachon is secondary contact, Mike Bobinsky is third contact

6. Contract Discussion and Expectations

a. Contractor behavior



Somersworth Police Department

12 Lilac Lane

Somersworth, NH 03878

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

Timothy J. McLin
Chief of Police

MEMORANDUM

Memo To: Bob Belmore, City Manager
From: Timothy J. McLin, Chief of Police
Date: May 2, 2023
Subject: Monthly Report – Month of April 2023

Below are some of the activities of our department for the month of April:

COMMUNITY POLICING:

- On April 17th the Somersworth Police Department had the honor to host a presentation of a check by the Cops for Kids with Cancer organization to a very special Somersworth resident. A check for \$5,000.00 dollars was presented to Brycen Berube and his family by Board Member (Ret) Massachusetts State Police Captain Michael Drummy.

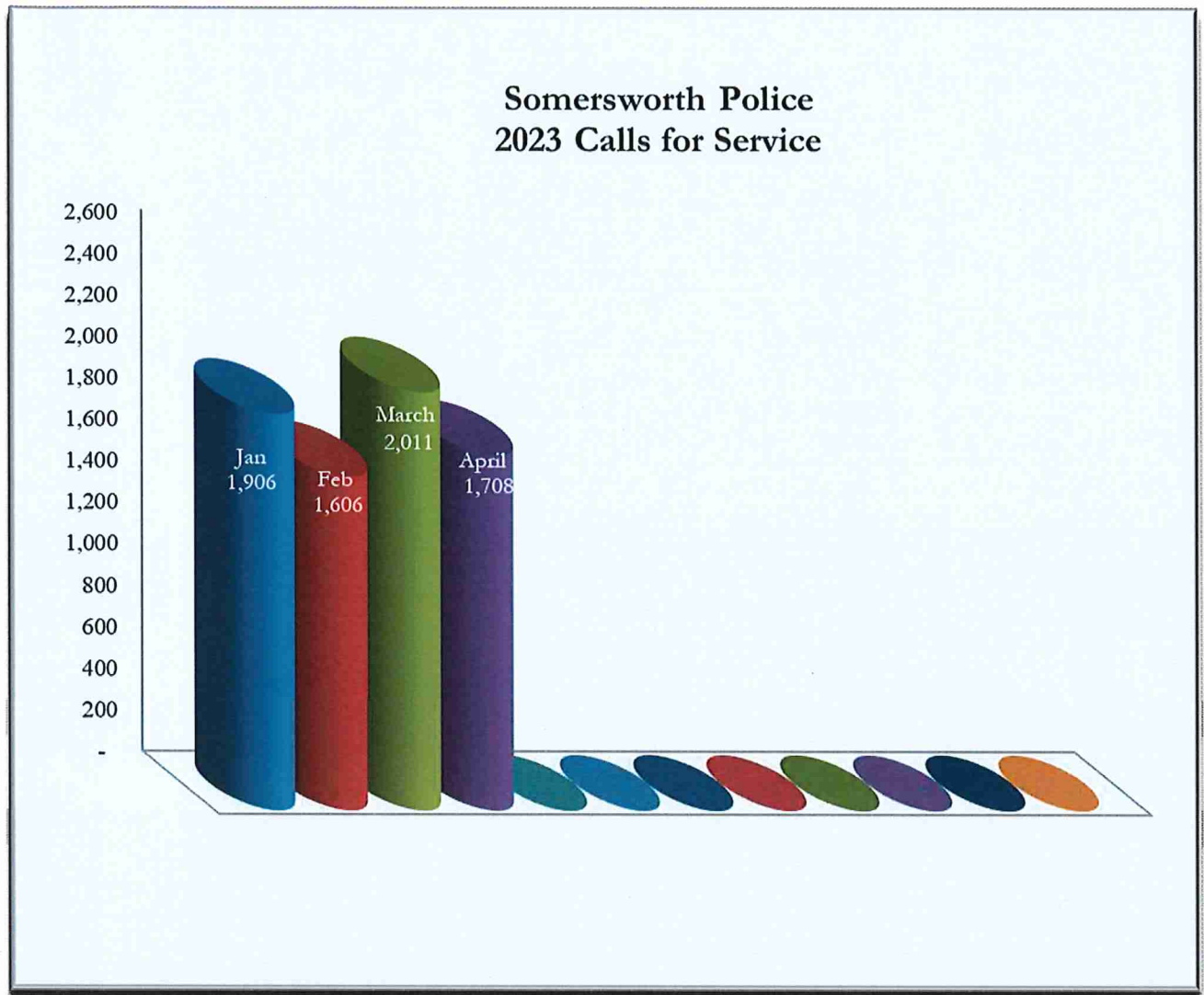
While Brycen was at the station Chief McLin took the time to swear him in as an Honorary Somersworth Police Officer and he presented him with his badge and a department patch. This was a truly humbling event for all that attended. The Somersworth Police Department would like to thank the Cops for Kids with Cancer organization for all they do to help alleviate some of the burden placed on families while they are going through treatments. This is truly a worthwhile cause and the Somersworth Police Department was truly grateful to be part of the day. We wish Brycen and his family all the best as they fight this battle. Congratulations Brycen, keep fighting.

- Somersworth PD celebrated Earth Day at John Powers School on Friday, April 21st. We all enjoyed pizza, salad and chips. Officers helped the students create an Earth Day art project and watched their fantastic talent show.

PERSONNEL/TRAINING:

- Officers Bryce Cantin, Souraxay Chanthavong, and Grand Ontiley graduated from the NH Police Academy on 4/28/23. They have resumed field training.
- Officer Training this Month: Personnel completed Critical Incident Training, Instructor Development, Executive Leadership Institute (FBI LEEDA), Public Information Basics, Supervisor Leadership Institute (FBI LEEDA), and Field Training Officer.

STATISTICS:



Yearly Comparison

Month	2023	2022	2021	2020	2019
January	1,906	2,100	1,562	1,939	1,976
Feb	1,606	1,935	1,280	1,756	1,796
March	2,011	1,909	1,666	1,926	2,145
April	1,708	2,064	1,802	1,846	2,285
May	-	1,897	2,004	1,708	2,053
June	-	1,808	1,984	1,749	1,935
July	-	1,520	1,757	1,949	2,048
August	-	1,570	1,881	1,847	1,943
Sept	-	1,717	1,820	1,875	2,020
Oct	-	1,665	1,775	1,937	1,906
Nov	-	1,671	1,880	1,717	1,860
Dec	-	1,693	1,944	1,513	1,995
TOTAL	7,231	21,549	21,355	21,762	23,962



City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



George Kramlinger

Fire Chief & Emergency Management Director
gkramlinger@somersworth.com

Business: (603) 692-3457

Fax: (603) 692-5147

www.somersworth.com

11 May, 2023

To: Mr. Robert Belmore, City Manager

Re: April 2023 Monthly Fire Department and Emergency Management Report

1. Regarding the new Fire Station project - as of the writing of this report, the majority of exterior siding work is complete, ceramic tile is down, vinyl flooring on the second floor is complete and the electrical, plumbing, and HVAC contractors continue to complete the ceiling grids and sub-system integration. In addition, painting of interior walls is substantially complete. Harvey Construction Site Superintendent Michael Marois continues to spearhead every detail and sub-contractor activity. The Harvey Construction team, Port One design team, City staff, the various committees, City Council, and FD continue working together to ensure the greatest return on the investment of taxpayer dollars. Barring any unforeseen delays, the tying together of Phase I and Phase II, initial occupancy, and the initiation of FD operations from Phase II should occur in mid-July.
2. In addition to emergency calls, fire prevention inspections, calls for service, required day-to-day cleaning, preventative maintenance and equipment inspections, etc., the majority of training time is dedicated to the new 2022 Pierce Enforcer pumper which is designated SFD "Engine-5". This comprehensive training program is new to the SFD and in alignment with NFPA 1002, "Standard for Fire Apparatus Driver/Operator Professional Qualifications". This comprehensive training program will help to reduce risk, improves safety, and enhance operational effectiveness.
3. Recently, there was an emergency medical service (EMS) call in the City that occurred shortly after Stewart's Ambulance was committed to another call. As is standard protocol, the SFD is dispatched to any EMS call that results in a mutual aid ambulance coming into the city. Normally, Dover Fire & Rescue provides the mutual aid ambulance. The call being described was particularly challenging and stressful. In the triage nomenclature – this was an Echo level call – the most serious EMS call designation. What follows are a few excerpts from an optional report the young Dover Fire paramedic made to his Chief of Operations: "... Somersworth Engine crew had arrived on scene prior to Dover ambulance. The crew from Somersworth started the appropriate care and treatment of this PT which made arriving onto the scene much easier to pick it up. On our arrival I spoke with their Lieutenant and asked him to help set up our stretcher at the door and if I could use one of their guys as a driver. Without hesitation he said yes. We had to place this PT on a backboard and secure him and carry him out of a basement with steep stairs leading down. This was no easy task and all hands from Somersworth were quick to help and make this transition out to the

stretcher seamless and efficient. Once in the back of the ambulance Somersworth gave us two of their guys for the remainder of the call. One drove the ambulance to the hospital, the other remained at the head of the PT and ventilated the PT throughout the entirety of the call. ... This made showing up to a stressful call much easier with the help and assistance from our neighboring town. Giving up their two guys without hesitation and helping in whatever way they could made a huge difference in the way this call was able to be ran....". This is just one example of what the SFD FF/AEMTs and FF/EMTs do to assist EMS day in and day out. We can all be justifiably proud of the professional service the SFD provides to those in need.

4. Monthly run numbers with a comparison to last year:

	April 2023	April 2022
Fire (all types)	5	8
Overpressure / Overheat (no fire)	0	0
Rescue - EMS	58	66
Hazardous Condition (no fire)	8	12
Service Call	14	11
Good Intent Call	19	18
False Alarm / False Call	8	9
Severe WX / Natural Disaster	0	0
Special Incident	0	0
Total	112	124

Note: The categories used to report monthly incidents are those mandated by the National Fire Incident Reporting System (NFIRS). Most categories are self-explanatory. For those categories that are not obvious, the following examples can add clarity: Good Intent Call - a reported fire that turns out to be steam from a dryer vent; Severe WX/Natural Disaster - a lightning strike or tree falling on a house that requires an inspection to ensure there is no fire; and a Special Incident - low frequency event such as a citizen's complaint of an ordinance or code violation.

5. For the most recent reporting period of April, 2023, Stewart's Ambulance responded to 122 emergency calls in the City, transported on 89 of those calls, and had an average response time of four minutes and twenty-four seconds (04.24). A mutual aid ambulance was required to respond into the City one (1) times during the reporting period.

Note: The SFD responds with Stewart's on the more serious medical calls and any time a mutual aid ambulance responds into the City. In addition, FD EMTs and AEMTs assist Stewart's with transports when a driver and/or additional EMS providers are required.

Respectfully submitted

George D. Kramlinger

MITCHELL MUNICIPAL GROUP, P.A.

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NAOMI N. BUTTERFIELD – OF COUNSEL

TELEPHONE (603) 524-3885

May 11, 2023

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 20-23

Title: **TO AMEND CHAPTER 4, PERSONNEL RULES & REGULATIONS,
COMPENSATION SCHEDULE**

This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced 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: May 13, 2023

By: Laura Morgan

MITCHELL MUNICIPAL GROUP, P.A.

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May 11, 2023

CERTIFICATION

Re: City of Somersworth, New Hampshire


Ordinance No. 21-23

Title: **TO AMEND CHAPTER 4, PERSONNEL RULES AND REGULATIONS,
SECTION 11.4.4 LONGEVITY**

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: May 11, 2023

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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May 11, 2023

CERTIFICATION

Re: City of Somersworth, New Hampshire

Ordinance No. 22-23

Title: **SUPPLEMENTAL APPROPRIATION FOR THE REPLACEMENT OF THE
PUBLIC WORKS BUILDING ROOF**

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: May 11, 2023

By: Laura Morgan

MITCHELL MUNICIPAL GROUP, P.A.

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TELEPHONE (603) 524-3885

May 11, 2023

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 44-23

Title: TO AUTHORIZE THE CITY MANAGER TO AMEND THE RENEWAL CABLE
TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF SOMERSWORTH
AND COMCAST OF MAINE/NEW HAMPSHIRE, INC.

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: May 11, 2023

By: Laura Morgan

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TELEPHONE (603) 524-3885

May 11, 2023

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 45-23

**Title: TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH TRIPLE
CONSTRUCTION LLC OF HUDSON, NH FOR THE REPLACEMENT OF THE
PUBLIC WORKS BUILDING ROOF**

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: May 11, 2023

By: 