


Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager 
DATE: Friday, November 12, 2021
SUBJECT: City Manager's Report for City Council Meeting on Monday, November 15, 2021

6:30 p.m. - Non-meeting
Re: School Board Proposed Tentative Agreement with SESP Union

Unfinished Business (under Section 14 of Agenda)

Resolutions

- A. **Resolution No. 11-22:** To Authorize the City Manager to Prepare Bid Specifications for Road Resurfacing and Associated Repairs of Selected Streets. Again, the Public Works & Environment Committee met on October 18th and voted to recommend these selected City Streets. Attached is staff's estimate of what the costs would be to include Shady Lane and First Street on this paving / repair list. The Public Works and Environment Committee has asked that staff and I return to them with a complete list of all remaining City gravel roads to discuss potential repair plans and to prioritize improvements to these roads.

New Business (under Section 15 of Agenda)

Ordinances

- A. **Ordinance No. 4-22:** City Council Meeting Schedule for 2022. Mayor Dana S. Hilliard has proposed the following 2022 City Council regular meeting calendar dates. Attached is a copy of the City Council meeting calendar. Although Juneteenth is not presently listed as a City Holiday, it will be addressed early in the new year to consider formal recognition.

Resolutions

- A. **Resolution No. 15-22:** A Vote to Oppose the Majority-Proposed Congressional District Maps Drawn by the Special Committee on Redistricting of the New Hampshire House of Representatives. This Resolution was Drafted by Councilor Matt Gerding. Attached is a current map and a map of the proposed redistricting area.

- B. **Resolution No. 16-22: To Authorize the City Manager to Amend the Contract with CMA Engineers of Portsmouth, NH for Engineering Services Associated with the Transportation Alternatives Program (Tap) Grant.** The Public Works & Environment Committee met on November 5th and voted to support the updated contract amendments in order to keep the project moving forward. Attached are copies of the notification from NH DOT Project Manager Thomas Jameson regarding the City fronting funding until federal funding becomes available.
- C. **Resolution No. 17-22: To Authorize the City Manager to Accept an Energy Efficiency Incentive Offer from Eversource.** The Public Works & Environment Committee met on November 5th and voted to support this Resolution to accept the Energy Efficient Incentive Funds from Eversource. Attached is a copy of the Energy Efficiency Incentive Offer of \$122,986. Council should consider waiving rules to pass this evening as the deadline to accept is December 5th.

Other

- A. **Vote to Certify Return of Votes for the November 2, 2021 Municipal Election.**
- B. **Vote to Waive the Construction Moratorium for the Fire Station Project to Include Excavation for the Actual Construction of Building and Utility Installation (Chapter 12, Section 1 & Chapter 32, Section 4i).** The Public Works & Environment Committee met on November 5th and voted to support the request from Harvey Construction to work beyond the moratorium date of November 15th. Attached are sections of the respective City Ordinances in play here.
- C. **Vote to Authorize the City Manager to Enter into an Amended Agreement with the City of Dover, City of Rochester, and Community Action Partnership of Strafford County to Operate an Emergency Cold Weather Warming Center at 30 Willand Drive in Somersworth from November 29, 2021 through April 1, 2022.** As communicated via Email to you, the Dover City Council voted to accept the proposed amended Agreement and to authorize their City Manager to sign it. Attached is a copy of the Draft amended Agreement.
- D. **Vote to Ratify the Tentative Agreement between the Somersworth School Board and the Somersworth Educational Support Personnel Association Union (SESPA).** Attached is a copy of a *Confidential* Memorandum from Superintendent Lori Lane regarding the recommended Tentative Agreement.

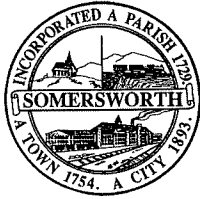
City Manager's Items (under section 11 of Agenda)

Informational Items

1. **The Somersworth-Berwick Christmas Parade.** It is back, mark your calendars for Saturday December 4, starting at 1:30pm.
2. **Assistance to Firefighters Grant (AFG).** I have authorized Chief Kramlinger to apply for grant funding to purchase battery powered hydraulic rescue tools, which is earmarked in our CIP at a cost of \$35,000.

Attachments

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



MEMORANDUM from Director Public Works & Utilities

Date: November 3, 2021

To: Bob Belmore, City Manager

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

Cc: Scott Smith, Director of Finance

Amber Hall, PE. City Engineer

Re: Cost Estimates Options for improvements segments of 1st Street and Shady Lane

The following provides an opinion of project costs to address the road condition of segments of 1st Street (5 homes) and of Shady Lane (1 home) under 3 different options:

Option 1. Rebuild the road, box cut base and add new material, manhole structure adjustments; life expectancy 20 years plus

- First Street (650 ft.) =\$228,000-\$233,000, includes cost for a survey of the road and Eversource property for drainage easement and sewer line extension
- Shady Lane (600 ft.) =\$170,000-\$175,000

Option 2-Road Grade base and install 4" of pavement, (2.5" binder, 1.5" surface), adjust structures; life expectancy 2-3 years.

- First St = \$50,000, (includes cost for survey of the road for the Eversource drainage easement).
- Shady Lane = \$42,000

Option 3-Road Grade only with new gravel, adjust structures. Life expectancy 2 years, then need to re-do.

Shady Lane: \$13,500.

\$3,000 in contracted equipment

\$6,000 to replace and adjust 3 manhole structures

\$4,500 in added gravels.

\$13,500 Total.

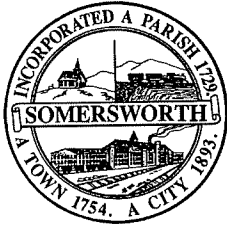
1st Street: \$11,500

\$3,000 in contracted equipment

\$4,000 for replacement 2 culverts

\$ 4,500 in added gravels.

\$11,500 Total



City of Somersworth – Resolution

Resolution No: 11-22

TO AUTHORIZE THE CITY MANAGER TO PREPARE BID SPECIFICATIONS FOR ROAD RESURFACING AND ASSOCIATED REPAIRS OF SELECTED STREETS

October 25, 2021

WHEREAS the City of Somersworth's Capital Improvement Plan recommends road resurfacing and other general maintenance of streets in the City, and

WHEREAS the City has prioritized street repair using the pavement condition index assessment tool, and

WHEREAS the Public Works and Environment Committee reviewed the following staff recommended list of streets to be included in a shim and pave work plan for this construction season and supports the following recommendation:

Rocky Hill Road (Otis Rd. to RR Tracks)
Interstate Drive (Rte. 108 to the End)
Ellswick Street (High St. to Sinclair Ave.)
Wolcott Street (High St. to Sinclair Ave.)
Sinclair Avenue (High St. to Ellswick St.)
Mt. Vernon Street (Grand St. to Prospect St.); and

WHEREAS the Public Works and Environment Committee reviewed the following staff recommended list of streets to be included in a crack-sealing work plan for this construction season and supports the following recommendation:

Davis Street	Aspen Drive
Chadwick Lane	Milo Lane
Lenox Drive	Cornfield Drive
William Street	Maize Drive
Cote Street	Guy Street
Long Leaf Lane	Commercial Drive
Winslow Drive	Victoria Drive
Greenfield Drive	Willand Drive
Hickory Lane	High Street (Sinclair to Stackpole);
Morrison Street	
Deer Creek Run	

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to prepare bid specifications and solicit bids from qualified contractors for road resurfacing and associated repairs of the aforementioned streets and take any other actions relative to this project determined to be in the best interest of the City.

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Richard Michaud Matthew Gerding	<i>Approved:</i> City Attorney
City of Somersworth – Resolution 11-22	

History			
First Read Date:	10/25/2021	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

10/25/2021

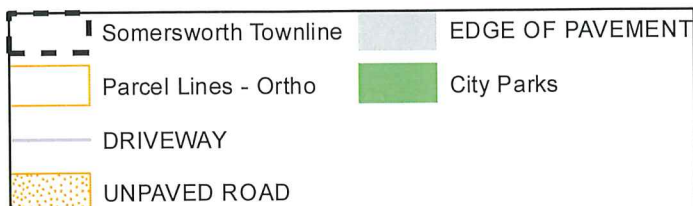
Resolution No. 11-22 will remain in first read until call of the Chair.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
Resolution 11-22		PASSED	FAILED



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Precision Mapping. Geospatial Solutions.

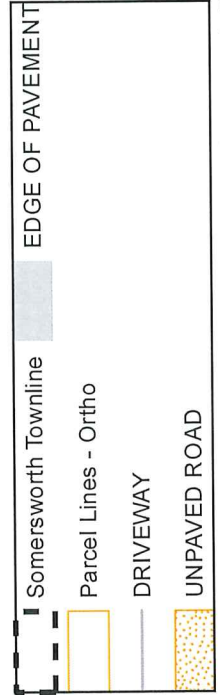
Precision Mapping. Geospatial Solutions.

1 inch = 137 Feet

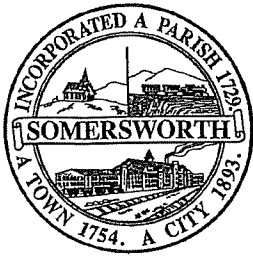
www.cai-tech.com



GILBOUX ST IS NOW
SHADY LANE



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Date: 10/14/2020
 To: Bob Belmore, City Manager
 From: Mike Bobinsky, Director of Public Works and Utilities
 Copy: Scott Smith, Deputy City Manager/Finance Director
 Amber Hall, PE, City Engineer
 Subject: FY2022 Preliminary Street Paving List

The City completed an updated pavement management study, with new data collected in July 2019 by BETA Group, Inc. and the results presented to the City Council in November 2019. These data provided a 0 (worst) to 100 (best) road surface rating (RSR), which is analogous to the pavement condition index (PCI) used in the original 2014 analysis¹. City Engineer prepared cost estimates using current pricing, added a contingency factor, and anticipated quantities needed for the road repairs.

Proposed Base Paving Work

The priority repair list was combined with a proposed treatment and cost estimate for each street to develop the following FY2022 street paving recommendation list (Table 1). Figure 1 is a map showing the general grouping of streets. The proposed base cost estimate is \$890,000, under the \$900,000 road resurfacing budget for FY2022.

Table 1: Proposed base bid street list for FY2022 road resurfacing.

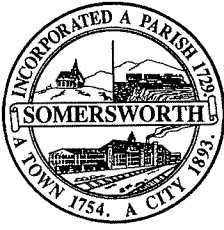
Street Name	Length	RSR	Treatment	Cost
Rocky Hill Road (Otis Rd – RR Tracks)	4,625 ft	52, 44, 56	Shim/Overlay	\$475,000
Interstate Drive (Route 108 – End)	1,345 ft	36, 47, 39, 51, 57	Shim/Overlay	\$150,000
Ellswick Street (High St – Sinclair Ave)	730 ft	38	Shim/Overlay	\$70,000
Wolcott Street (High St – Sinclair Ave)	500 ft	55	Shim/Overlay	\$40,000
Sinclair Avenue (High St – Ellswick St)	680 ft	35	Shim/Overlay	\$75,000
Mt. Vernon Street (Grand St – Prospect St)	800 ft	28	Shim/Overlay	\$80,000
			Total Cost	\$890,000

High Street was considered during the FY21 Road Repair Bid solicitation but due to cost and available funding, was not approved for implementation. Additional work has also been discussed in recent Public Works and Environment Meetings. Costs have been updated to reflect anticipated pricing and for further discussion as to inclusion in one of the priority listings for FY22.

¹ As discussed in the November 2019 City Council meeting, staff compared the 2019 RSR ratings to past 2014 PCI ratings and found the ratings to be very similar after accounting for 5 years of aging and recently repaired roads.



Figure 1: Potential FY2022 street repair list. All streets are proposed to undergo a shim-and-overlay treatment.



City of Somersworth – Ordinance

Ordinance No: **4-22**

CITY COUNCIL MEETING SCHEDULE FOR 2022

November 15, 2021

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT, in accordance with Chapter 3.7 of the City Charter which provides that the City Council's "regular meetings shall be held on the first and third Monday of the month at 7:00 p.m. unless otherwise designated by Ordinance..." and Chapter 6, City Officials, Section 6.8.2 of the City Ordinances which also provides that the "City Council shall meet in regular session on the first and third Mondays of each month at 7:00 p.m., unless otherwise agreed on by a majority of the members of the Council" that the City Council Meeting schedule for 2022 shall be as follows:

- Monday, January 10th and Monday, January 24th
- Monday, February 7th and Tuesday, February 22nd
- Monday, March 7th and Monday March 21st
- Monday, April 4th and Monday, April 18th
- Monday, May 2nd and Monday, May 16th
- Monday, June 6th and Tuesday, June 21st
- Tuesday, July 5th
- Monday, August 1st
- Tuesday, September 6th and Monday September 26th
- Monday, October 3rd and Monday, October 17th
- Monday, November 14th
- Monday, December 12th

This Ordinance shall take effect upon passage.

Authorization

Sponsored by:

Mayor Dana S. Hilliard

Approved:

City Attorney

2022

City Council Calendar

Blue - Council Meetings

Red – Holidays
(City Hall Closed)

Green – Council Paychecks



Please Note: January 5 will be the Inauguration

January

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30	31					

February

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March

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31						

August

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September

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October

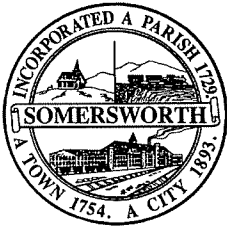
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November

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December

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City of Somersworth – Resolution

Resolution No: **15-22**

**A VOTE TO OPPOSE THE MAJORITY-PROPOSED
CONGRESSIONAL DISTRICT MAPS DRAWN BY THE SPECIAL
COMMITTEE ON REDISTRICTING OF THE NEW HAMPSHIRE
HOUSE OF REPRESENTATIVES**

November 15, 2021

WHEREAS, on February 1st, 2021 the Somersworth City Council voted unanimously to support Resolution 26-21, “A Vote to Support the Creation of Fair and Nonpartisan State and Federal District Maps by the New Hampshire General Court”, and

WHEREAS, the Special Committee on Redistricting of the New Hampshire House of Representatives released proposed Federal Congressional District Maps on November 4th, 2021, and

WHEREAS, the proposed maps created by the members of the majority on the Special Committee on Redistricting cause dramatic shifts to New Hampshire’s Congressional Districts that appear to be done in a way that highly advantages one political party over the other, and

WHEREAS, under the majority-proposed maps, Somersworth would no longer be in Congressional District 1 – the Congressional District that the City has been in since the creation of New Hampshire Congressional District Maps in the 1880s, and make the residents of the City of Somersworth amongst the 186,382 New Hampshire residents moved from Congressional District 1 to Congressional District 2, and

WHEREAS, under the majority-proposed maps, Strafford County is split between two different Congressional Districts for the first time in its history, and

WHEREAS, under the majority-proposed maps, Somersworth - residing in the south-east, Seacoast Region of New Hampshire - would be represented by the same Congressperson as the City of Keene in the far western corner of the State of New Hampshire, as well as the most northern town of Pittsburgh, NH, which are communities that share far-fewer shared interests than those in neighboring communities that have been placed in a different Congressional District than Somersworth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH, that the City of Somersworth expresses its strong disapproval of the majority member proposed Congressional District maps by the Special Committee on Redistricting of the New Hampshire House of Representatives, because these maps will provide a strong partisan advantage to one political party, remove Somersworth from a Congressional District that represents similar and related communities, and places Somersworth in a Congressional District with less similar communities only for the purpose of creating a partisan advantage, not for the

benefit of the citizens of Somersworth; and furthermore the City of Somersworth calls on members of the Special Committee on Redistricting of the New Hampshire House of Representatives to either re-draw maps that are fair and no-longer gerrymandered, or vote against the majority-proposed Congressional District Maps.

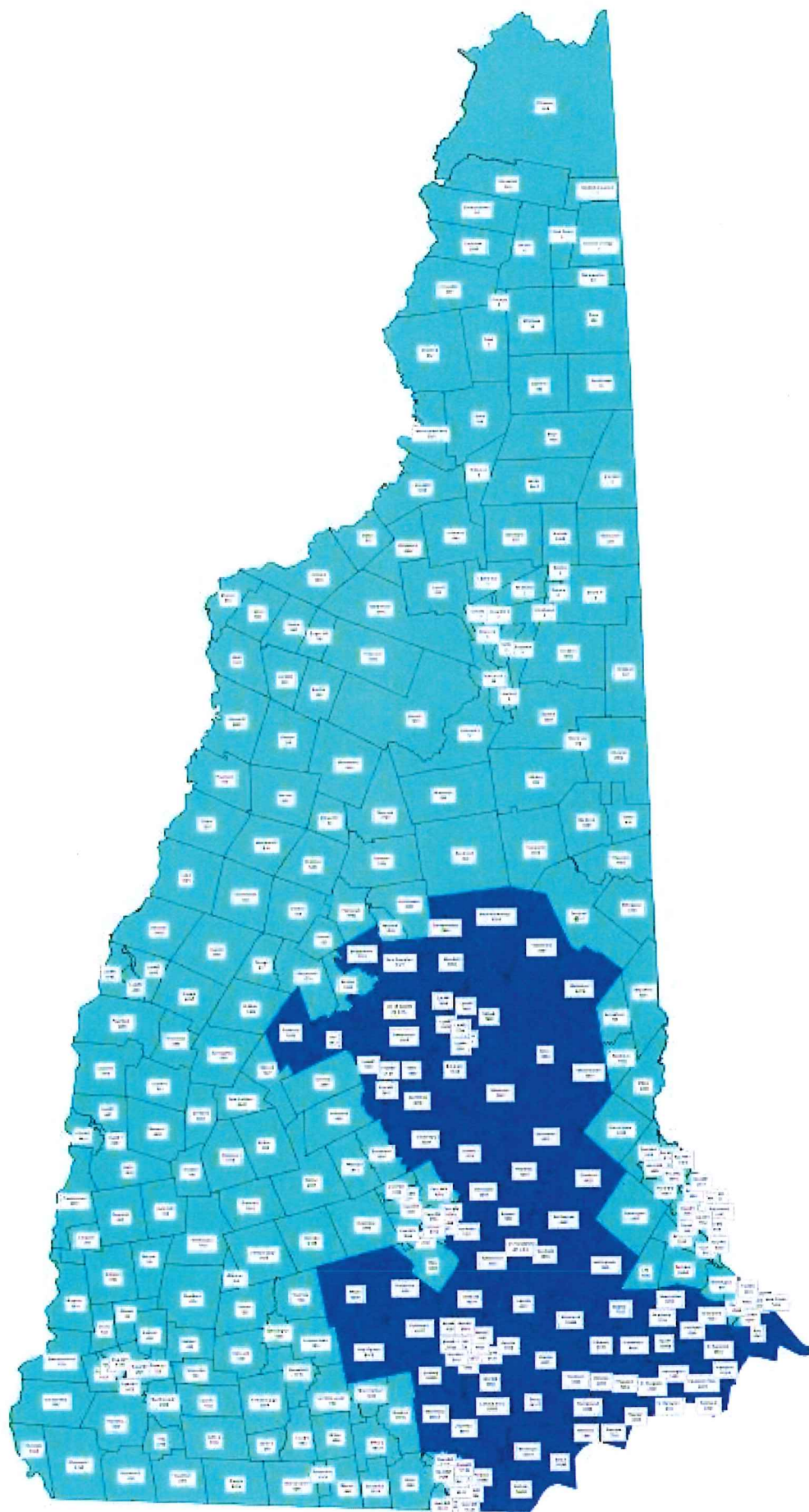
Authorization	
<i>Sponsored by:</i> Mayor Dana S. Hilliard <i>Councilors:</i> Matthew Gerding Donald Austin Nancie Cameron Crystal Paradis Richard R. Michaud	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 15-22

History			
First Read Date:	11/15/2021	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

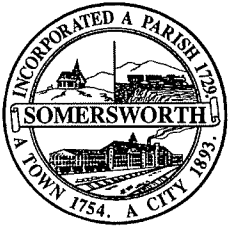
Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
Resolution 15-22		PASSED	FAILED



Dark Blue:

Hudson	Danville	Strafford
Pelham	Fremont	Loudon
Salem	Brentwood	Barnstead
Windham	Newfields	Canterbury
Atkinson	Newmarket	Gilmanton
Plaistow	Epping	Alton
Newton	Raymond	New Durham
South Hampton	Chester	Northfield
Seabrook	Auburn	Franklin
Hampton Falls	Manchester	Tilton
Hampton	Bedford	Belmont
North Hampton	Goffstown	Laconia
Rye	Dunbarton	Gilford
Greenland	New Boston	Hill
Stratham	Weare	Danbury
Exeter	Hooksett	Sanborton
Kensington	Candia	New Hampton
East Kingston	Allenstown	Meredith
Kingston	Deerfield	Wolfeboro
Hampstead	Nottingham	Bridgewater
Merrimack	Pembroke	Center Harbor
Litchfield	Northwood	Moultonborough
Londonderry	Epsom	Tuftsboro
Derry	Chichester	
Sandown	Pittsfield	



City of Somersworth – Resolution

Resolution No: **16-22**

TO AUTHORIZE THE CITY MANAGER TO AMEND THE CONTRACT WITH CMA ENGINEERS OF PORTSMOUTH, NH FOR ENGINEERING SERVICES ASSOCIATED WITH THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT

November 15, 2021

WHEREAS, the Somersworth City Council adopted Resolution No. 30-18 to authorize the City Manager to contract with CMA Engineers of Portsmouth, NH for engineering services associated with the Transportation Alternatives Program (TAP) Grant for an amount not to exceed \$122,402 (One Hundred Twenty-Two Thousand Four Hundred Two dollars), and

WHEREAS, the Somersworth City Council adopted Resolution 9-21 to amend this contract with CMA Engineers to provide services to complete Right-of-Way (ROW) acquisitions and other coordination with design service due to the extension of the contract to an amount not to exceed \$132,230 (One Hundred Thirty-Two Thousand Two Hundred Thirty dollars), and

WHEREAS, the project requires CMA to provide additional consultant hours due to increased design efforts for stream crossing, lighting, and ROW activities that are needed to complete the design and advertise the project, and

WHEREAS, the additional cost of these services is \$12,969 (Twelve Thousand Nine Hundred Sixty-Nine dollars), and will be funded through an agreement with the State of NH that the City will advance the funds in order to keep the project moving forward on the current schedule and will not request reimbursement for the additional expenses until Federal Legislation is passed to secure the matching funds through the TAP grant,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to amend the contract with CMA Engineers of Portsmouth, NH to provide additional consultant hours and increase the contract to \$145,199 (One Hundred Forty-Five Thousand One Hundred Ninety-Nine dollars), and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City agrees to this advance construct process for this additional funding and the City will not request reimbursement for the additional expenses until Federal Legislation is passed to secure the matching funds through the TAP grant.

Authorization

Sponsored by Councilors:

David A. Witham
Matt Gerding
Martin P. Dumont, Sr.
Richard R. Michaud

Approved:

City Attorney

City of Somersworth – Resolution 16-22

History

First Read Date:	11/15/2021	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
Resolution 16-22		PASSED	FAILED



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

October 28, 2021

Michael Bobinsky
Public Works Director
City of Somersworth
1 Government Way
Somersworth, NH 03878

Dear Mr. Bobinsky

RE: Project #41363 – Contract Amendment #2 Additional Funding Request

Congress is currently working very hard to pass long term legislation to support transportation infrastructure improvements throughout the Country, NH and within our communities. Until that legislation is passed, the amount of federal funds available for each State does not permit all projects to move forward with additional funding requests as they normally would.

At this time Project #41363 is currently in Final Design, and has a total amount of \$122,402 funding obligated to be spent for approved design activities and \$30,000 for ROW acquisitions.

The city of Somersworth submitted Contract Amendment #2 which is for additional consultant hours due to increased design efforts for stream crossing, lighting and ROW activities which are needed to complete the design, and advertise the project. To fund contract amendment #2, the Department needs to obligate an additional \$12,969 in TAP funds, (\$10,375.20 TAP / \$2,593.80 City). Because of funding limitations, the only way to continue moving this project forward on its current schedule is to "advance construct" this funding. The project can move forward, but without the City of Somersworth requesting reimbursement for those expenses until federal legislation is passed.

Please have the following certification completed, signed and returned by an authorized Official of the City of Somersworth to indicate if you would like to proceed. If you choose not to proceed with advanced construct, the Department will not be able to approve change order #2 until funds are available and it will delay the project. This could move your construction funds to a future fiscal year.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas E. Jameson".

Thomas E. Jameson, PE
Project Manager
Bureau of Planning and Community Assistance
Tel. (603) 271-7866

Advanced Construction Certification

Project Name and Number: Somersworth 41363

Date: 10/28/2021

_____ The City of Somersworth acknowledges the risk that if this project uses advance construction funding, federal funds will not be available for reimbursement of incurred expenses until long term legislation is passed.

_____ The City of Somersworth does not accept the risk this project using advance construction funding. The result of this action is that the project will need to be temporarily halted after all approved and eligible expenses are incurred. Once federal funds are made available again, the Department will provide an updated Notice to Proceed to the City of Somersworth

_____ (Signature)

_____ (Printed Name)

_____ (Title)

_____ (Date)



City of Somersworth – Resolution

Resolution No: **17-22**

TO AUTHORIZE THE CITY MANAGER TO ACCEPT AN ENERGY EFFICIENCY INCENTIVE OFFER FROM EVERSOURCE

November 15, 2021

WHEREAS, the Somersworth City Council adopted Resolution No. 36-20 to authorize the City Manager to contract with Apex Construction of Somersworth, NH for the construction of Wastewater Treatment Facility (WWTF) upgrades, and

WHEREAS, as part of the WWTF upgrades there were certain energy efficient improvements made to the facility, and

WHEREAS, the energy efficient improvements have made the City eligible to receive an energy efficiency incentive offer from Eversource in the form of a rebate payment in the amount of \$122,986 (One Hundred Twenty-Two Thousand Nine Hundred Eighty-Six dollars), and

WHEREAS, the City must meet the terms and conditions of the energy efficiency incentive program for three years from the date the City receives the rebate payment,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to accept the energy efficiency incentive offer from Eversource and agree to meet the terms and conditions of the energy efficiency incentive program.

Authorization

Sponsored by Councilors:

David A. Witham
Matt Gerding
Martin P. Dumont, Sr.
Richard R. Michaud

Approved:

City Attorney

City of Somersworth – Resolution 17-22

History

First Read Date:	11/15/2021	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
Resolution 17-22		PASSED	FAILED



Energy Efficiency Incentive Offer

Customer Name	SOMERSWORTH WWTP
Project Name	NH21P00951576 - Somersworth WWTP Comp Upgrade

Congratulations, your recent incentive application has been approved by Eversource!

Total Incentive Offer	\$122,986.00
Authorization Date	October 6, 2021

Application Summary					
Estimated Completion Date		September 27, 2021			
Incentive Expiration Date		December 5, 2021			
Street Address		0 MAIN ST, SOMERSWORTH, NH 03878			
City	SOMERSWORTH	State	NH	Zip Code	03878

Eversource Representatives			
Energy Efficiency Consultant (EEC) Name	Russell Hunt	Account Executive (AE) Name	
EEC Email	russell.hunt@eversource.com	AE Email	
EEC Phone	(508) 759-4111	AE Phone	

Project Contacts			
Primary Customer Contact Name	Jamie Wood	Primary Vendor Contact Name	Jeff Mercer
Customer Contact Email	jwood@somersworth.com	Vendor Contact Email	jeff.mercer@wright-pierce.com
Customer Contact Phone		Vendor Contact Phone	(207) 248-7639



Customer Name: SOMERSWORTH WWTP
Project Name: NH21P00951576 - Somersworth WWTP Comp Upgrade

Upon completion as verified by Eversource, the incentive will be paid in the form of a check(s) to:

Payee	Amount
	\$122,986.00
Payee Address	

Measure Summary by End Use				
End Use	Electric Incentive	Estimated Annual Electric Savings (kWh)	Gas Incentive	Estimated Annual Natural Gas Savings (Therms)
Custom Measures	\$122,986.00	228,129		
Total	\$122,986.00	228,129.00	0	0



CO2 Reduction (LBs)

889.70

Thank you for your participation in Eversource's Energy Efficiency Programs. Please reach out to your Eversource representatives listed if you have any questions.

To learn more about energy efficiency opportunities for your business, visit: <https://www.NHSaves.com>



Customer Name: SOMERSWORTH WWTP
Project Name: NH21P00951576 - Somersworth WWTP Comp Upgrade

Customer Signature

If planning to proceed with this project, please fill out, sign and return this letter to Eversource within 10 business days. If this letter is not returned by then, Eversource retains the option to modify or cancel this Incentive Offer without notification.

To be eligible for the incentive payment, measures must be installed at the Customer site and accepted by both the Customer and Eversource by the Incentive Expiration Date **December 5, 2021**. Failure to install all measures as approved by this date may disqualify or reduce the actual incentive payment.

The Customer may propose changes to the scope of this Incentive Offer via written notice to Eversource. Without review and written approval by Eversource, changes may not be eligible for incentives. If the Customer agrees to the Terms and Conditions (attached) of this Incentive Offer, please sign below and return to:

Russell Hunt

Eversource
780 N Commercial Street
Manchester, NH 03101

russell.hunt@eversource.com
(508) 759-4111

By signing and dating below, customer accepts this incentive offer and agrees to the Utility Terms and Conditions (attached). Pursuant to a Commission order, customers also agree that the utility alone may capture all kW and kWh savings and any ISO-NE capacity payments resulting from this energy efficiency project. This agreement is contingent upon continued approval and authorization by the Commission to recover said amounts from the Systems Benefits Charge. The Incentive, in conjunction with all other sources of funding, cannot exceed the total project cost.

Company Name	SOMERSWORTH WWTP
Customer Name (Please Print)	Robert M. Belmore
Customer Signature	
Customer Title	City Manager
Date	



Customer Name: SOMERSWORTH WWTP
Project Name: NH21P00951576 - Somersworth WWTP Comp Upgrade

I certify that I have seen the energy efficiency measures that have been installed and I am satisfied with their installation.

Customer Name (Please Print)	
Customer Signature	
Date	



Customer Name: SOMERSWORTH WWTP
Project Name: NH21P00951576 - Somersworth WWTP Comp Upgrade

Terms and Conditions

This Agreement entered into by and between EVERSOURCE, a New Hampshire corporation having its principal place of business in Manchester, New Hampshire (herein referred to as 'EVERSOURCE'), and the Customer as identified on the front of the rebate application (herein referred to as 'Customer'). Execution of the rebate application shall constitute acceptance of these Terms and Conditions.

1. Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Customer and EVERSOURCE agree that the Customer's participation in EVERSOURCE's nhsaves@work Rebate Program (herein referred to as 'NHSRP'), shall be subject to the following terms and conditions:
2. No Energy Efficiency Measures (herein referred to as 'EEMs') will be deemed eligible for a rebate payment under EVERSOURCE's NHSRP unless they are identified in the rebate application and have met NHSRP acceptance criteria as evidenced by a pre-approval offer on the rebate application signed by the Customer and EVERSOURCE.
3. All rebates are contingent upon continued approval of the NHSRP by the NH Public Utilities Commission and authorization to recover said amounts from the System Benefits Charge. The rebate amount cannot exceed the total project cost.
4. If the Customer installs all the EEM's identified in the rebate application, the Customer will be eligible for a rebate payment as listed on the rebate application.
5. This payment will be made to the Customer after the project is installed and verified by EVERSOURCE and/or EVERSOURCE's Quality Assurance Contractor. The EEMs must be installed, inspected, and accepted by EVERSOURCE before the 'Completion Date' on the front of the rebate application. Payment will be made within 60 days of said verification and after EVERSOURCE has received an executed copy of the rebate application and all applicable invoices.
6. In consideration of the rebate payment, the Customer agrees to remain a 'Full Requirements Customer' of EVERSOURCE for the term of this Agreement. A 'Full Requirements Customer' is defined as a customer obtaining all of its electrical energy requirements through EVERSOURCE's Transmission and Distribution System. This requirement shall preclude any and all forms of self-generation (other than generation used for emergency supply during service outages on EVERSOURCE's transmission and distribution system), cogeneration, and purchases of electricity from a supplier whose supply is not distributed by EVERSOURCE. This provision shall not prohibit the Customer from testing emergency generators on a periodic basis, nor prohibit the Customer from participating in a EVERSOURCE demand reduction program using the Customer's emergency generator(s). The Customer is free to purchase its electrical needs from a competitive energy supplier; however, this supply must be delivered through the EVERSOURCE meter.
7. EEMs for which EVERSOURCE has provided monetary rebates under NHSRP must remain operating and in their original location (or a mutually agreed upon location served by EVERSOURCE) for the term of this Agreement. EVERSOURCE reserves the right to inspect for compliance of this provision during the term of this Agreement.
8. Should the Customer breach the terms of article 5 or 6, the Customer agrees to pay damages to EVERSOURCE equal to the full rebate amount within 60 days of EVERSOURCE's demand for said payment as full settlement of the breach. The Customer agrees that the damages specified within this Agreement are not a penalty but represent a reasonable estimate of the damages EVERSOURCE would suffer as a result of the Customer's failure to comply with the terms of this Agreement.
9. The term of this Agreement is the period of time commencing with the date on which EVERSOURCE offers this rebate by delivering a rebate application and ending three (3) years after the Customer receives the rebate payment.
10. In the event that the Customer has any outstanding (overdue) balances due and owing to EVERSOURCE, the rebate payment may be withheld at EVERSOURCE's option, and used to offset such outstanding debt(s).



Customer Name: SOMERSWORTH WWTP
Project Name: NH21P00951576 - Somersworth WWTP Comp Upgrade

11. The rights and obligations in this Agreement shall be binding upon any lessees, assigns, and future owners of those facilities at the Customer's Project site. The Customer agrees to include the restrictions contained in this Agreement in leases, purchase and sales agreements, contracts or other similar documents relating to the use and ownership of the facilities at the project site.

12. EVERSOURCE does not guarantee or warrant any energy savings. Factors that are impossible to predict, including but not limited to facility expansion, cutbacks, or weather changes, all may impact the Customer's future electrical energy use and cause actual savings to vary from estimated savings. Any and all warranties are between the Customer and the installer or the manufacturer of installed EEM's.

13. The Customer agrees to allow EVERSOURCE to perform an on-site evaluation of the installed EEMs as part of the NHSRP program evaluation. This evaluation is strictly for informational purposes, to determine the EEM's real and long-term savings. The evaluation will not alter the rebate amount in any way and the results will be treated confidentially by EVERSOURCE.

14. EVERSOURCE IS NOT A MERCHANT IN EEMS. ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BETWEEN EVERSOURCE AND CUSTOMER. THE CUSTOMER SHALL LOOK TO THE MANUFACTURER, VENDOR AND/OR INSTALLER FOR COPIES AND ENFORCEMENT OF ANY WARRANTIES OR GUARANTEES.

15. The Customer, as a condition of participation, is responsible for the safe and proper disposal of all wastes, hazardous or otherwise, and equipment, machinery or devices replaced by the EEMs installed under this letter of Agreement, in accordance with all laws, rules and regulation. The Customer must also agree not to install any of the replaced equipment in EVERSOURCE's service territory.

16. This Agreement shall only be amended by a written document executed by duly authorized representatives of both parties.

CHAPTER 12 STREETS AND SIDEWALKS

SECTION 12.1 - Excavate, Obstruct or Encumber

PERMIT REQUIRED: No person, firm or corporation, or any agent or servant thereof, shall excavate, obstruct, or in any way encumber any street, sidewalk or other City-owned property or right-of-way in the City of Somersworth without first having obtained a written permit to do so from the Director of Public Works, or designee, except where such licensing power is particularly vested in the City Council (see RSA 231:184). Any person, persons, firm or corporation violating any of the provisions of this section shall be fined not less than \$500.00 nor more than \$1,000.00 for each violation, pay for any repairs necessary to bring the trench into compliance, and may subject the Permittee/contractor to revoked digging privileges.

EXCEPTION, PER RSA 236:9: The exception to the above shall be in cases of emergency where the public health or safety is endangered. Such immediate action as may be necessary may be taken without such permission, but in such cases the person directing or taking such action shall at once notify the Director of Public Works, or designee.

REGULATIONS: Permittees shall obtain a copy of and adhere to all provisions of the Somersworth Construction Standards by the Department of Public Works and Utilities.

WORK SCHEDULE: Except for emergencies as may be deemed essential by the Department of Public Works and Utilities, no person, firm or corporation or any agent or servant thereof, shall excavate, obstruct, or in any way encumber any street, sidewalk, or other City-owned property or right-of-way in the City of Somersworth between the 15th of November and the 15th of April. The Director of Public Works, or designee, must approve the schedule of work. Scheduling will be such as to not unreasonably interfere with traffic.

FEES: Every permit will require the Permittee to pay a fee to the City to cover the City's cost of reviewing, processing, inspecting, and executing the permit. The amount of the fee will be established by the Department of Public Works and Utilities.

BONDS AND LETTERS OF CREDIT: Every Permittee will be required to furnish one of the following:

- Bonds - Permittees who regularly work in the City can opt to provide an annual bond to the City, with the approval of the City Engineer. The amount of the bond will be established by the Department of Public Works and Utilities.
- Letters of Credit - Permittees who regularly work in the City can opt to provide a Letter of Credit from a New Hampshire bank to the City, with the approval of the City Engineer. The amount of the Letter of Credit will be established by the Department of Public Works and Utilities.

BACKFILLING, PAVING, DUST CONTROL, AND TRAFFIC CONTROL: These items will be done in accordance with the Somersworth Construction Standards.

Ch. 12

INSPECTIONS: The Director of Public Works and Utilities or his/her designee may inspect the site prior to the commencement of backfill, during the backfill operation, prior to the commencement of paving and during the paving operation. It shall be the responsibility of the licensee to arrange for these inspections during normal working hours, and he/she shall provide a 24-hour notice.

MORATORIUM PERIOD: In an effort to protect the City's investment in its infrastructure, excavations in newly constructed, reconstructed, rehabilitated, or overlaid pavements anywhere within the public right-of-way or on City property, to include streets and sidewalks, are prohibited as follows:

- For pavements that have been overlayed, the excavation moratorium shall be three (3) years after the effective date of completion or acceptance.
- For pavements that have been reclaimed, reconstructed, rehabilitated, or are newly constructed, the moratorium period shall be five (5) years after the effective date of completion or acceptance.

INSURANCE: As a condition of this permit, the Permittee shall agree to provide insurance to indemnify the City of Somersworth and the Department of Public Works and Utilities, including all officials and employees thereof. Required policies shall include, but not be limited to. Comprehensive General Liability and Workman's Compensation. The requirements of the policies will be according to the Somersworth Construction Standards.

REVOCATION OF PERMIT: The City of Somersworth, Department of Public Works and Utilities, or the City Engineer may revoke any permit issued under this regulation at any time.

Section 12.2 - Use of Sidewalks

No person shall drive any vehicle or equipment on any sidewalk in the City, except for strollers, wagons, carriages, or other methods of transporting small children.

Section 12.3 - Signs and Awnings

No person shall place, establish or maintain any sign, awning or shade before his/her place of business, dwelling house or tenement, over any part of any street or sidewalk, unless the same be safely fixed and supported so as in no way to incommode or endanger persons passing upon such street or sidewalk and so that the lowest part of such sign, awning or shade shall be at least seven and one-half feet above the sidewalk; nor shall any person hang, affix, fasten, place or allow to remain upon the outer edge of any sidewalk, any sign or showcase except in conformance with the requirements of the Zoning Ordinance. (Amended 7/18/1994.)

Section 12.4 - Rubbish, Refuse and Garbage

(See Chapter 7 - STREETS, SIDEWALKS, SEWERS).

Section 12.5 - Snow and Ice

- 1) No person shall deposit, or cause to be deposited, any ice or snow that has been removed from private property in or upon any street, sidewalk or public place in the City, nor shall such snow or ice be put or placed in a public road so as to block access to hydrants or sidewalks maintained by the City during snow events.
- 2) No person shall deposit, or cause to be deposited, including, but not limited to deposits from roof and/or foundation drains/pumps, any liquid from private property in or upon any public road, sidewalk, or City property, in such a manner so as to cause a condition

3. Change of Use in a Commercial or Industrial Customer Unit.

- a. Upon the change of use in a commercial or industrial Customer Unit, the Customer shall be required to reapply and to submit revised service data to the Utility, and shall conform to all Utility regulations governing new installations.

SECTION 4: SERVICE PIPE

1. All public and private service pipes and mains shall be under the regulation of the Utility and be installed and maintained according the standards set by the Utility.

a. Installation, Ownership, and Maintenance.

The Service Pipe as it extends from the Main Pipe and Curb Stop located within the limits of the public right-of-way or Utility easement shall be installed, owned, and maintained by the Utility. The Customer may, subject to prior written approval and inspection by the Utility, install the Utility's portion of the Service Pipe. The Service Pipe from the Curb Stop into the Premises shall be owned by the Customer and installed and maintained at Customer's expense.

In the event the City makes improvements to infrastructure (i.e. Road, Drainage, Water, Sewer, etc.) in the location of a customer's service pipe, and it is determined by the City that the service pipe must be replaced in the best interest of the project, the City reserves the right to require the Customer to replace the service pipe at the Customer's expense by a date determined by the City. The City shall provide reasonable time for the Customer to relocate the service.

The Customer retains ownership and maintenance responsibility for the relocated/replaced service pipe.

b. Connection.

Only the Utility or its duly authorized agents shall install, maintain, or repair any Service Pipe connection to a Main Pipe. Such connections shall be made only from the street which is the legal address of the Premises served, unless otherwise authorized in writing by the Utility.

c. Installation Specifications.

- i. The Customer's portion of a Service Pipe shall be installed in accordance with Utility Specifications. It shall be composed of a material which is acceptable to the Utility and the installation and pipe shall be in conformance with good engineering practices and in accord the requirements of law.
- ii. The Service Pipe shall be no less than three quarter (3/4) inch diameter, and shall have a minimum ground cover of five (5) feet unless authorized in writing by the Utility.
- iii. The domestic water service shall not share a shut off valve with any fire suppression system. Both systems must be individually isolated, valved, and supplied from outside any building.

d. Installation Period.

The Utility's portion of a Service Pipe shall be installed during the period of mid-April to mid-November as frost and weather conditions permit. In an emergency and upon the Customer's request, the City Manager, at his/her sole discretion, and in compliance with applicable ordinances, may authorize the Utility to permit service installation or repair during winter months.

e. Service.

- i. Customer shall be provided service through only one Utility owned Service Pipe and Curb Stop/Curb Shut Off per legally subdivided lot. Customer may at Customer's own expense separately meter individual buildings and tenants as Customer determines.
- ii. When an existing Customer has more than one service line per legally subdivided lot, the Utility reserves the right to reduce the number of service lines provided to one, as part of any conversion of use, renovation or other changes in condition requiring a building permit.
- iii. Where more than one Customer is currently provided service through one Service Pipe and Curb Stop/Curb Shut Off, any violation of Utility regulations by one or more Customer(s) so serviced shall be deemed a violation by all, and the Utility may take such action against all such Customers as could be taken against a single Customer. The Utility shall make reasonable efforts to advise all Customers served by the common Service Pipe and Curb Stop of the violation and, where appropriate given an opportunity to cure the violation.

f. Joint Use of Service Pipe Trench.

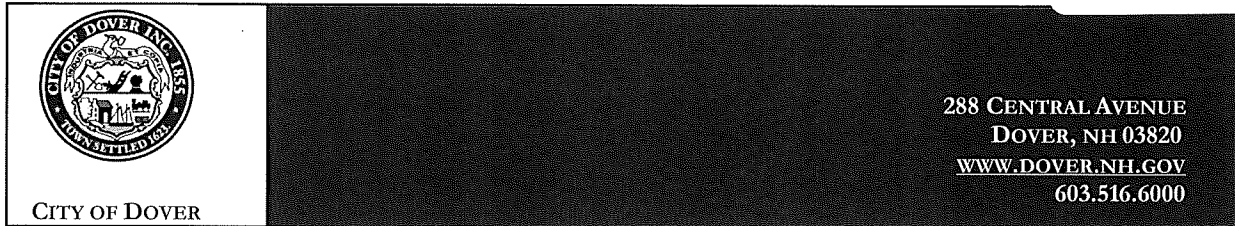
Joint use of a Service Pipe trench with gas pipe, sewer pipe or other Utility service shall only be performed in accord with Utility Specifications. No service pipes shall be laid in the same trench with a gas pipe, a sewer pipe, or any other utility, nor within three (3) feet of any open excavation or vault. In all cases, the Utility may adhere to and adopt as part of its specifications any standards set forth by regional, governing, or industry bodies which represent better management practices and stricter safety and reliability procedures.

g. Shut Offs.

The Customer shall install and maintain on that portion of the Service Pipe located on or within the Premises served, two (2) Shut Offs - one on either side of the meter. The Shut Offs shall be of a type acceptable to the Utility. The Utility may use the Shut Off for service, maintenance, and other purposes.

h. Thawing.

The Customer shall be responsible for thawing Customer's portion of the Service Pipe. When it becomes necessary to thaw a frozen service pipe, and it cannot be determined where it is frozen, and the Utility, at the customer's request, undertakes to thaw the same, the total cost thereof shall be paid by the customer. The Utility representative will give instructions to prevent further freezing. Service pipes with a



AMENDED AND RESTATED AGREEMENT FOR USE OF WILLAND EMERGENCY COLD WEATHER WARMING CENTER

This Emergency Cold Weather Warming Center Operations Agreement (the "Agreement") is amended and restated this ____ day of _____, 2021, between **THE CITY OF DOVER**, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820, **THE CITY OF ROCHESTER**, a municipal corporation, 31 Wakefield Street, Rochester, New Hampshire 03867, **THE CITY OF SOMERSWORTH**, a municipal corporation, One Government Way, Somersworth, New Hampshire 03878, (collectively the "Municipalities") and **COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**, ("CAP"), 577 Central Ave., Suite 10, Dover, New Hampshire 03820. This amended and restated agreement supercedes and replaces in its entirety the agreement previously entered into on September 29, 2021.

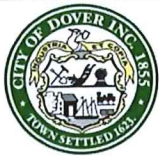
WHEREAS, the City of Dover owns a facility that has been outfitted to function as an emergency cold weather warming center at 30 Willand Drive, Somersworth, N.H. ("Warming Center");

WHEREAS, the Cities of Dover, Rochester and Somersworth previously engaged CAP to operate the Warming Center on an as needed basis through the 2021 – 2022 winter season;

WHEREAS, the Cities of Dover, Rochester and Somersworth are supportive of extending the operations of the Warming Center to 7 nights per week and 24 hours per day on all weekends during the 2021 – 2022 winter season;

NOW THEREFORE, for consideration received and acknowledged herein, the parties agree as follows:

1. **Purpose.** This Agreement is to formally memorialize an agreement between the parties and authorize CAP, to provide staffing and coordination of services for the Warming Center operations during the 2021 – 2022 winter season.
2. **Scope of Services.** During the period of November 29, 2021 to April 1, 2022, CAP shall staff, and operate the Warming Center and provide coordination of related services between the hours of 5 p.m. and 8 a.m, Mon-Fri, and for 24 hours per day on all weekends. In addition, during extended multi-day weather events, the tri-city Emergency Management Directors (EMD's) may request, and CAP may extend, the operating hours of the Warming Center to remain open and staffed between 8 a.m. and 5 p.m. Mon-Fri until the end of the weather event. Such Warming Center services provided by CAP shall include, but not be limited to:
 - a. Allocate 1 full-time paid CAP staff to serve as a Warming Center Manager for the term of this agreement that will hire, train, and supervise staff, as well as develop and institute program policies and procedures, manage staffing schedules, and evaluate and resolve staff and/or client conflicts related to the Warming Center operations.
 - b. Allocate 2 additional full-time CAP staff to serve as program staff for the term of this



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agreement that will deliver direct care services to Warming Center clientele. Services provided will include sign in/out, safety monitoring, conflict resolution, management of client shower and laundry, dispensing of personal care products, cleaning of facility, and implementing and enforcing shelter policies. Program Staff will also operate the shelter van to transport clients to/from the bus stop during shelter open/close hours.

- c. Minimum of two paid staff (full and/or part-time) shall be present at the facility while open and accessible to clientele . On-duty paid staff may be assisted but not supplanted by volunteers.
- d. Maintain sheltering supplies, clean and/or sanitize facility equipment, bathrooms/showers and bedding, as needed.

The City of Dover, as the building owner, will be responsible for all building and grounds costs including maintenance, utility, and snow removal. Additionally, the City of Dover will also provide a passenger van, with maintenance support, for use by approved CAP staff.

The City of Somersworth, as the host community, will provide in kind services of police, fire, ambulance and other essential municipal services available to property owners in their community.

- 3. **Reporting/Cooperation.** For the term of this Agreement, CAP shall provide usage reports on a weekly basis identifying demographics and services provided for clientele served at the Warming Center. In the event the Municipalities may need more or other reports, information, documents, or acts as required by granting authorities, CAP agrees to fully cooperate with fulfilling such requirements.
- 4. **Changes to the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
- 5. **Term.** CAP shall commence work upon the execution of this Agreement. This Agreement is effective upon the signing of the Agreement and the Warming Center Operations will run from Nov. 29, 2021 to April 1, 2022, at which time this Agreement will terminate. Afterwhich, CAP and the municipalities agree to assist in the disposition of the Warming Center facility. The City of Dover shall retain the sole right to determine the use and distribution of the proceeds from sale of the facility and the re-allocation and continued use of the furnishings and equipment within the facility.
- 6. **Cost and Payment.** The Warming Center budget attached as Exhibit A and provided by CAP, details the approved costs for operating the Warming Shelter. The Cities of Dover and Rochester shall provide an amount of \$49,433.50 each in support of these costs, totaling \$98,867. Provided such services fall within the aforesaid grant



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requirements, the Cities of Dover and Rochester shall pay the CAP within thirty (30) days upon performance and presentation of an invoice supplied by CAP detailing the work performed. Invoices will be presented monthly by CAP, separately to each community for their share of services rendered.

7. Insurance.

- a. CAP shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the Municipalities. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the Municipalities by CAP, as well as proof of an endorsement or policy additional insured provisions confirming the Municipalities' additional insured status. The Municipalities shall be named as an additional insured on CAP's general liability insurance policy, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover the Municipalities with the same scope of coverage provided to CAP under the general liability policy without subjecting the Municipalities to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the Municipalities prior to cancellation of the policy. CAP shall also provide the Municipalities certificates of renewal and, if requested, proof of an endorsement or policy additional insured provisions for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy. For purposes of the insurance required by this paragraph, to the extent the Municipalities and CAP are insured or covered by the same insurer or risk pool with respect to a claim, then the parties hereby agree that, as between the Municipalities and CAP, whichever party is or may be found to be primarily at fault for any asserted claim shall bear the adverse impact (or experience factor) for purposes of future insurance or risk pooling underwriting, risk rating, costs, or premium determinations.
- b. CAP shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by CAP in connection with this Agreement at no cost to the Municipalities. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the Municipalities by CAP. CAP shall also provide the Municipalities certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy. For purposes of the insurance required by



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this paragraph, to the extent the Municipalities and CAP are insured or covered by the same insurer or risk pool with respect to a claim, then the parties hereby agree that, as between the Municipalities and CAP, whichever party is or may be found to be primarily at fault for any asserted claim shall bear the adverse impact (or experience factor) for purposes of future insurance or risk pooling underwriting, risk rating, costs, or premium determinations.

- c. By signing this Agreement, CAP agrees, certifies, and warrants that CAP is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification.** Community Action Partnership of Strafford County, as a condition of operating the Warming Center, shall defend (with counsel acceptable to the Municipalities), indemnify, and hold harmless the Municipalities and their public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to clients or prospective clients of the Warming Center together with any manner of property damage or injury to the Municipalities, which occurs or is alleged to have occur in relation to and/or arising out of the preparation and/or operation of the Warming Center by CAP and/or CAP's agents, employees, volunteers, contractors, vendors, and/or consultants.

The Indemnitees shall promptly, and no later than thirty (30) days after receiving actual notice of a claim, notify CAP in writing of said claim. Thereafter, CAP shall promptly provide a defense to the Indemnitees with counsel reasonably acceptable to the Indemnitees. The Indemnitees shall cooperate with CAP in defending any claims for which indemnification is sought and make available witnesses, documents and materials as may be reasonably necessary for the defense of the indemnified matter.

CAP's obligations to defend, indemnify, and hold harmless the Indemnitees provided herein shall endure and continue to and until the last to occur of (i) the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed or (ii) the date on which all claims or actions for which indemnification may be claimed are fully and finally resolved and, if applicable, with respect to each such claim and action, any compromise thereof or judgment or award thereon is paid in full by CAP, and the Indemnitees are reimbursed for any amounts paid and compromised thereof or upon a judgment or award thereon and in defense of such action or claim.

9. **Warranty:** CAP shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, CAP shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.



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10. **Dispute resolution.** All parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. All parties consent to venue and personal jurisdiction in the State of New Hampshire. Venue shall be Strafford County.
11. **Termination.** Any party may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered, or performance of services already paid for. Warranties shall not be subject to termination.
12. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
13. **Waiver of breach.** No failure by the Municipalities to enforce any provisions of this Agreement shall be deemed a waiver of their rights under this Agreement.
14. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
15. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Municipalities and CAP any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Municipalities or CAP shall be for the sole and exclusive benefit of the Municipalities and CAP.
16. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
17. **Personnel.** CAP shall provide all personnel necessary to perform the work under this Agreement. CAP warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
18. **Assignment/Delegation/Subcontracts.** CAP shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the Municipalities. CAP may subcontract with reasonable prior notification to the Municipalities, who reserves the right to object to such subcontract.
19. **Contractor's Relation to the Municipalities.** In the performance of this Agreement



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

CAP is in all respects an independent contractor with control over the means and methods of the warming center program, and is neither an agent, joint venture, partner, nor employee of the Municipalities. CAP, and not the Municipalities, is solely responsible for operating the Warming Center and any related program or service, as well as observance of any and all applicable laws, including but not limited to federal and state medical privacy laws that may be applicable. Entities must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire to the extent required by law.

20. **Confidentiality.** Confidentiality of any and all information/data held by the Municipalities under or related to this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
21. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
22. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
23. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

City of Dover
Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

Community Action Partnership of Strafford County
Betsey Andrews-Parker, Executive Director
577 Central Avenue, Suite 10
Dover, NH 03820

City of Rochester
Blaine Cox, City Manager
31 Wakefield Street
Rochester, NH 03867

City of Somersworth
Robert M. Belmore, City Manager
One Government Way
Somersworth, NH 03878

24. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the



CITY OF DOVER

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stricken provision.

25. **Appropriations:** Continuation of the Agreement is contingent upon the appropriation of funds. All obligations of the Municipalities stated in this agreement, including, but not limited to, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds by the Municipalities' respective City Councils and in no event will the Municipalities be liable for any payments or obligation hereunder in excess of such appropriated funds. The Municipalities shall not be required to transfer funds from any other account to satisfy payments hereunder. CAP will have the right to terminate this agreement immediately upon receiving notice of such termination due to the non-appropriation of funds.
26. **Immunity:** Nothing within this Agreement shall be deemed to constitute a waiver of any immunity of the Municipalities, which immunities are hereby reserved to the Municipalities. This covenant shall survive the termination of this contract's conclusion.
27. **Grant Requirements.** CAP acknowledges the obligations of the Municipalities pursuant to the Coronavirus State and Local Fiscal Recovery Fund, established by the American Rescue Plan Act of 2021, including but not limited to all obligations of contractors and subcontractors stated therein. CAP certifies it is presently, and shall at all times during this Agreement, remain in compliance with all such grant-related obligations of the Municipalities.
28. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures to Follow



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

Betsey Andrews-Parker, Executive Director
Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date

CITY OF ROCHESTER

Baine Cox, City Manager

Date

CITY OF SOMERSWORTH

Robert M. Belmore, City Manager

Date

Winter Shelter @ Willand Pond**November 29 - April 1****123 days, 18 weeks, 6 holidays, est 30 clients****Open 5p - 8a Mon-Fri, 24 hours Sat-Sun, Holidays, and Storm Days**

Revenue	Estimate	Amount
City of Dover	committed	\$ 49,999.00
City of Rochester	committed	\$ 49,999.00
NHERAP	\$30/bed night	\$ 92,250.00
In-kind	meals	\$ 73,800.00
Donations	monetary	\$ 10,000.00
<u>TOTAL</u>		<u>\$ 276,048.00</u>

Expense	Estimate	Amount
Salary	full time and per diem	\$134,305.00
Benefits	WC, taxes, benefits	\$37,605.40
<u>Total Staffing</u>		<u>\$171,910.40</u>

Safety/Cleaning Supplies	140/wk	\$2,520.00
Paper Goods	170/wk	\$3,060.00
Van Gas	50/wk	\$900.00
Bus Tickets	5/wk for 30 Cts	\$2,025.00
Background Check	20 x \$50	\$1,000.00
Medical		\$2,000.00
Nutrition supplement		\$2,500.00
misc.		\$1,000.00
<u>Total Supplies</u>		<u>\$15,005.00</u>

Laundry	\$750/wk	\$13,500.00
<u>Total Services</u>		<u>\$13,500.00</u>

Meals 2/day @ \$10/meal	\$4,200/wk	\$75,600.00
<u>Total meals donated</u>		<u>\$75,600.00</u>

Total Cost		<u>\$276,015.40</u>
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Donations:	Meals	Paid by Dover:	Electricity
	Snacks		Internet
	Beverages		Snow Removal
	Laundry Detergent		Trash Removal
	Personal Hygiene Products		Heat/Hot Water
	Face Cloths/Towels		Professional Cleaning

Bob Belmore

From: George D. Kramlinger
Sent: Monday, November 8, 2021 10:59 AM
To: Bob Belmore
Cc: Scott A. Smith; George D. Kramlinger
Subject: New Assistance to Firefighters Grant (AFG)

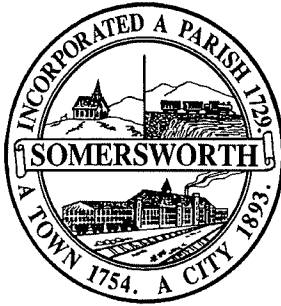
Good morning Mr. Manager

The newest Assistance to Firefighters Grant (AFG) application period opens today and closes on 17 December.

I request permission to apply for an AFG grant to procure the battery powered hydraulic rescue tools (\$35,000) that we are requesting in the FY23 CIP.

Thank you

George Kramlinger
Fire Chief/EMD
City of Somersworth
(603) 692-3457



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: November 10, 2021

Re: Monthly Report

Finance Department:

- Completed FY2023-2028 CIP Document.
- Auditors were on-site for field work for FY21 audit.
- Bids:
 - Solar RFP – due November 4, 2021
 - Sale of Property 1 Winter St. – due December 2, 2021

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 \$8,139.
- Permits:
 - Hilltop Fun Center – Trunk or Treat
 - Rochester/Somersworth Youth Football Tagging
 - Chicken Permit Spinale/Wagner

Tax Collector

- Motor vehicle registrations were a total of \$183,045 during the month.
- Collected \$5,235 for Municipal Transportation Fund during month.
- Total receipts for the month were \$1,546,296.

Human Services:

- Total assistance for the month was \$4,917. That compares to \$1,330 for the month of September 2021 and \$2,326 for October 2020.
- 3 new cases were opened compared to 1 in October 2020.
- 11 cases were approved for varying levels of assistance with 1 denial and 2 cases pending. 26 cases were referred to other agencies for support.
- Attended the triage at the Warming Center, but have not received any requests for assistance from the Willand Pond encampment.

Library:

- Staff from the Library will take the lead in having story time for children at Idlehurst School.
- The library had 2,086 visits during the month with 113 sign-ins for computer use.
- There were 49 new Library cards issued and 66 renewals during the month.

Assessing:

- The Assessing Department is conducting year 2 of cyclical inspections.

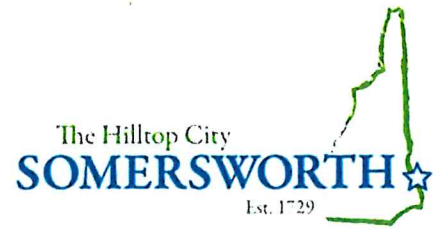
Information Technology

- Spent time in general server maintenance, checked systems, checked and cleared logs.
- Continued work on Server upgrade.
- Is coordinating a Disaster Recovery test with Finance. This is a recommendation of our Cybersecurity Risk Report by ATOM Group and is being planned to be conducted before year end.

Date: October 31, 2021

To: Bob Belmore, City Manager

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



Re: Department of Development Services October 2021 - Monthly Report

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

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

Building and Health Departments:

MAJOR Building Permits Applied for in OCTOBER 2021

Address		Construction Costs	Fees
14	LUNA CIR	\$ 243,000.00	\$ 2,212.00
205	SHERWOOD GLEN	\$ 54,880.00	\$ 518.92
28	LUNA CIR	\$ 243,000.00	\$ 2,212.00
30	LUNA CIR	\$ 248,000.00	\$ 2,257.00
Totals		\$ 788,880.00	\$ 7,199.92

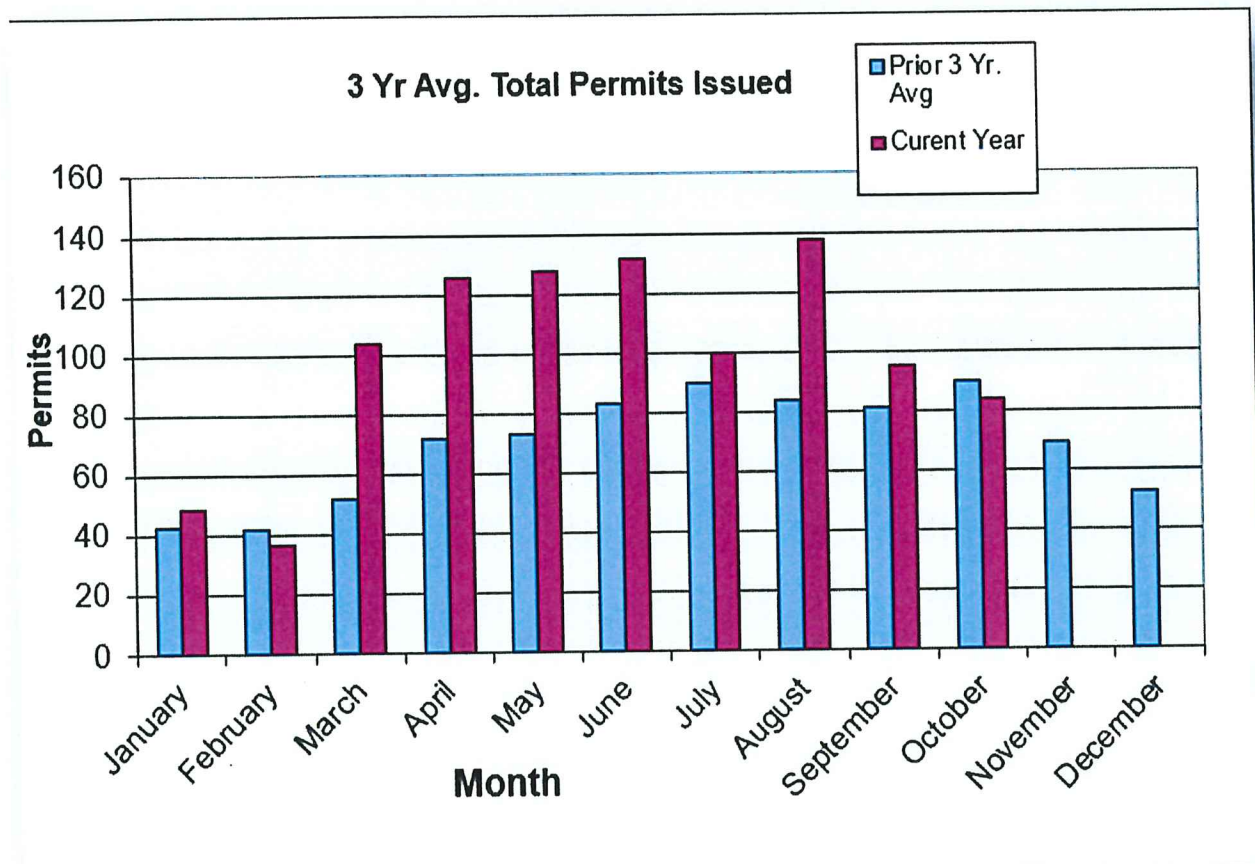
MINOR Building Permits Applied for in OCTOBER 2021

Address		Construction Costs	Fees
11	MALONEY	\$ 7,715.00	\$ 117.58
3	TURGEON	\$ 1,962.00	\$ 48.54
633	SHERWOOD GLEN	\$ 15,000.00	\$ 160.00
675	SHERWOOD GLEN	\$ 1,700.00	\$ 40.30
13	ROCKY HILL	\$ 1,500.00	\$ 38.50
2	ROCKY HILL	\$ 3,588.00	\$ 57.29
211	GREEN	\$ 300.00	\$ 28.60
28	CHADWICK LN	\$ 36,201.00	\$ 350.81
2	MORNING	\$ 50,776.00	\$ 481.98
126	ROCKY HILL	\$ 4,606.00	\$ 66.45
5	FRANCOEUR	\$ 8,000.00	\$ 97.00
10	FOX CT	\$ 9,500.00	\$ 110.50

5	FRANCOEUR	\$ 30,000.00	\$ 295.00
14-1	CURRAN WAY	\$ 3,000.00	\$ 52.00
10	DEER CREEK RUN	\$ 8,485.00	\$ 101.37
75	WEST HIGH	\$ 14,409.00	\$ 154.68
464	HIGH ST	\$ 30,000.00	\$ 295.00
78-80	MARKET ST	\$ 2,500.00	\$ 70.00
192	MAIN ST	\$ 500.00	\$ 29.50
30	MARKET	\$ 22,640.00	\$ 228.76
10	MEADOW WAY	\$ 60,000.00	\$ 565.00
Totals		\$ 312,382.00	\$ 3,388.86

Permit Receipts as of OCTOBER 31st, 2021

PERMIT RECEIPTS					
	2019	2020	2021	DIFFERENCE this year to last	% OF CHANGE
January	\$2,892.72	\$13,195.23	\$8,599.31	-\$4,595.92	-34.8%
February	\$14,382.00	\$13,438.09	\$6,590.61	-\$6,847.48	-51.0%
March	\$11,377.66	\$24,077.27	\$46,267.60	\$22,190.33	92.2%
April	\$12,091.95	\$10,871.58	\$27,779.60	\$16,908.01	155.5%
May	\$4,309.56	\$19,665.79	\$33,736.68	\$14,070.90	71.6%
June	\$91,825.41	\$13,079.55	\$51,947.53	\$38,867.98	297.2%
July	\$18,023.12	\$16,816.46	\$18,776.42	\$1,959.96	11.7%
August	\$21,606.17	\$23,823.08	\$46,171.98	\$22,348.90	93.8%
September	\$12,040.79	\$23,396.60	\$13,805.11	-\$9,591.49	-41.0%
October	\$25,228.33	\$16,152.79	\$16,863.71	\$710.92	4.4%
November	\$25,526.43	\$12,376.38	\$0.00	N/A	
December	\$8,211.20	\$6,925.03	\$0.00	N/A	
Year total	\$247,515.34	\$193,817.84	\$270,538.55	\$96,022.11	
Difference of change this year to last (completed months only)	\$188,549.39	\$158,363.65	\$253,674.84	\$95,311.19	60.2%



Property Maintenance October 2021

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

Location		Complaint Type	Date of Complaint	Notifications Issued	Status
51-53	Green	Housing Violation	9/24/2021	NOV	COMPLETED
62	Green	Trash	10/19/2021	NOV	COMPLETED
78	Bartlett Ave	Trash	9/6/21	CN	COMPLETED
42-46A	Green	Trash	10/20/2021	CN	COMPLETED
31	Green	Trash	10/3/2021	CN	COMPLETED
243	Green	Trash	10/10/2021	CN, NOV	COMPLETED
2	Green	Trash	10/16/21	CN	COMPLETED
48	Green	Trash	10/11/21	CN	COMPLETED
62	Green	Trash	10/14/2021	CN	COMPLETED
47	Green	Trash	10/16/2021	CN	COMPLETED

22	Grove	Trash	10/22/2021	CN	COMPLETED
21	Grove	Trash	10/22/21	CN	COMPLETED
19	High	MPV	9/22/21	NOV	COMPLETED
442	High	Site Plan Violation	10/12/21	NOV	COMPLETED
346	High	Trash	10/10/21	CN	COMPLETED
18	High	Grass	10/10/21	CN	COMPLETED
12-16	Highland	Trash	10/4/21	CN, NOV	COMPLETED
14	Indigo Hill	Trash	10/15/21	CN	COMPLETED
78	Indigo Hill Road	MPV	9/27/21	CN/NOV	COMPLETED
355	Main	Housing Violation	9/24/21	CN, NOV	COMPLETED
253	Main	Trash	10/4/21	CN	COMPLETED
385	Main	Trash	10/3/21	CN	COMPLETED
225	Main	Trash	10/3/21	CN	COMPLETED
247	Main	Grass	10/1/21	CN	COMPLETED
28	Maple	Trash	10/21/21	CN	COMPLETED
29	Maple	Trash	10/20/21	CN	COMPLETED
17-31	Market	Trash	8/29/21	CN	COMPLETED
15	Rocky Hill	MPV	10/20/21	NOV	COMPLETED
15	Rocky Hill Road	Trash	9/30/21	NOV	COMPLETED
162	RT 108	Trash	9/30/21	NOV	COMPLETED
202	RT 108	Grass	9/19/21	CN	COMPLETED
110-176	Tri City Plaza	Trash	9/27/21	CN	COMPLETED
11-15	Union	Trash	10/16/21	CN	COMPLETED
24	Washington	Zoning violation	10/16/21	CN	COMPLETED
10	Woodside Commons	Housing Violation	10/19/2021	NOV	COMPLETED
48	Green	Housing Violation	10/10/19	NOV	PENDING
107	Main	Structure Violation	3/8/21	CN, NOV	PENDING
40	Main	Dumpster Violation	9/1/21	CN, NOV, COURT	PENDING
20	Main	Dumpster Violation	9/7/21	CN, NOV, COURT	PENDING
35-37	Prospect Street	Dumpster Violation	6/23/21	CN	PENDING
6	Westman	MPV	6/9/2021	NOV, COURT	PENDING

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

- In the month of October, 2021, thirty-five (35) open matters became compliant and were closed.
- In October 2021, the Code Compliance Office issued:
 - Twenty-six (26) Courtesy Notices;
 - Twelve (12) Violation Notices; and
 - Three (3) Court Complaints.

COURT MATTERS – Active

- **City v. Keith K. Lehmkuhl – 6 Westman Street**
 - Suit was filed on 10/28/2021 for a dilapidated fence violation. The defendant has a fence which is falling onto his neighbor's property, and into his own. Several sections of the fence are completely collapsed. The Code Office was dispatched due to neighbor complaints. Defendant was given ample time to address and has failed to communicate with the Code Office.
- **City v. Dayenu, LLC (Restore My Floor, LLC) – 40 Main Street**
 - Suit was filed on 10/28/2021 for an unscreened dumpster violation. Defendant was first notified of the issue on 6/18/21 and has failed to screen the dumpster.
 - Defendant has been in contact with the City multiple times, but only to dispute the validity of the dumpster complaint, not to propose a date in which the dumpster would be screened.
- **City v. Martin Rouleau (Rouleau's Garage) – 20 Main**
 - Suit was filed on 10/28/2021 for an unscreened dumpster violation. Defendant was notified of the issue on 6/23/21, 9/7/21, and 9/27/21, and failed to respond to the City, thus, the complaint was filed. However, the defendant is in the process of screening the dumpster and has reached out to the City to make the Code Dept. aware of such. Therefore, assuming the dumpster is screened in a reasonable time frame, the City will likely suspend a portion, if not all of the imposed civil penalty associated with the complaint.
- **City v. Karen & Andrew Goldstein d/b/a KAB Realty – 48 Green Street**
 - Suit was filed in 2019 due to abhorrent living conditions within the lower-leftmost unit of 48 Green Street. A resolution could not be reached between the Code Dept. and the defendant; therefore, a trial was scheduled for March of 2020. Due to COVID, the trial was cancelled.
 - Since the filing of the suit in 2019, the tenants residing at the unit in question have since been evicted. Discussion is ongoing with counsel for the defendant regarding

settlement. The Code Dept's position is that all violations must be cured prior to the re-leasing of the unit in question. Due to the nature of the violations at this property, as well as the investment of time into this case, monetary fines will be sought.

- Status hearing was held on 1/27/21. No resolution could be made with opposing counsel. Trial date has been requested in this matter.
- Bench trial scheduled for December 8, 2021.
- **City v. Equinox Properties, LLC – 55 Green St.**
 - Suit was filed against property owner for a number of exterior violations at this property, such as missing glazing, peeling/flaking paint, missing stair treads, and rotting/missing fascia and soffits.
 - The property sold on September 21, 2021, thus, the existing violations and litigation transfers to the new owner. The new owner, Anji Reddy, has been notified of all present issues at the property via his attorney, and has been provided copies of all citations against the property.
 - The City is currently awaiting a hearing date. If, however, the new owner chooses to begin remediating the issues in a timely manner, the City will likely dismiss the charges.
- **City v. 62 Somersworth Apartments, LLC – 62 Green St.**
 - Suit was filed for an infestation of roaches within a dwelling unit, and for water leaks within the common hallway areas and within a dwelling unit.
 - Defendant filed an Answer to the City's Complaint, stating that since the filing of the Complaint, that the property has been sprayed for cockroaches, and that the property owner has applied a short-term fix for the roof leak, and is in the process of obtaining quotes from local contractors to replace the entire roof.
 - The Code Compliance Office will not dismiss the charges against the defendant, as Defendant had ample notice to fix the present issues and chose not to. The City is currently awaiting a hearing date.

OTHER

- **City v. Equinox Properties, LLC – 48 Green St.**
 - New suit is being prepared for trash and an unscreened dumpster in the rear of the property.

Land Use Boards:

Conservation Commission October 2021:

- No new applications reviewed by the Conservation Commission.

Historic District Commission October 2021:

- Debra Klein, 9 Linden Street, in the Residential Single Family/A with Historic Overlay (R1AH) District, Assessor's Map 11 Lot 177, HDC#18-2021. Application for a certificate of appropriateness to replace burned structure, repair existing structure from fire damage, demo the main building, replace brick foundations was **approved**.

Planning Board October 2021:

The Planning Board reviewed the following:

- Review and discuss proposed 2023-2028 Capital Improvement Plan.
- **Compliance Hearing:** regarding Site Plan compliance for the rear garage doors during business operations for Sullivan-Stonebridge LLC 442 High Street, in the Residential/Commercial & Residential Single Family (R/C & R1) Districts, Assessor's Map 38 Lots 3, SITE#04-2020 -**No action taken**

Site Review Technical Committee October 2021:

October 6

- MTM Holdings LLC, is seeking site plan, conditional use permit and lot line adjustment approval to construct a 160,000 SF distribution center with infrastructure on a property located on Gator Rock Road/Seamore Drive, in the Industrial (I) District, Assessor's Map 47 Lots 1B, 1C, 1D, 1E, 1F, 1G, SITE#11-2021, CUP#05-2021 & SUB#07-2021

October 13

- Emanuel Engineering, Inc. on behalf of Joaquin German, is seeking site plan approval for a 4-unit apartment building and infrastructure on a property located at 247 Main Street, in the Business (B) District, Assessor's Map 09 Lot 228, SITE#15-2021

Zoning Board October 2021:

The Zoning Board of Adjustment reviewed the following:

- Carl Aimesbury, 7 Myrtle Street, in the Residential Multifamily (R3) District, Assessor's Map 09 Lot 27, ZBA#12-2021. Application for a Variance from Table 5.A.1 and 5.A.2 to allow a second dwelling unit within the existing structure without the required lot area and frontage was **continued to the November meeting**.

Economic Development – October 2021

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

- **News:** (1) Our new Small Business Development Center (SBDC) Business Advisor has been meeting with local businesses, coordinated by the Economic Development Manager (who is participating in the visits too). The partnership between the City and the SBDC to provide Somersworth businesses a Business Advisor (at no charge), presents an incredible

opportunity to members of our business community. Our SBDC Business Advisor, Ed Miles - will be in City Hall for local business meetings on the second Tuesday of each month (2) An RFP has been sent to Developers for Breton Cleaners

- **Vacancy: Commercial - Business Vacancy** [Site for Sale (and /or) Lease]
 - National Guard Site. The team is working with SRPC for a grant for long- range planning for the best use of the site in the future and Phase 1 Environmental review. Nobis Engineering begins drilling the week of November 1, 2021 as part of Phase II ESA.
- **New: Commercial - Business Tenants** [Certificate of Occupancy issued]
 - 1) Select Cabinet Tree (New Owner)
 - 2) East Coast Global Insurance
 - 3) Radiantly Beautiful Salon
 - 4) Earth Eagle Restaurant
- **Potential: Commercial - Business Exploring** [Considering and in Exploratory Review]
 - The Food Shack, Food -Truck
- **Committed: Commercial Business Entity in Process** [Committed to Occupying Specific Commercial Space or Land, and in process of establishing business at chosen location]
 - 1) Downtown Tapas bar
 - 2) Somersworth Sports Hub
 - 3) Atlantic Broadband
 - 4) MB Tractor
 - 5) Tractor Supply Co.
 - 6) Big Dipper
 - 7) Palmer Oil and Gas - HDQ
 - 8) Great Bay Home - HDQ
 - 9) Be Free Community Church
 - 10) Anatolianh Mediterranean Restaurant (Former Speakeasy at 2-6 Main Street)
- **Miscellaneous: Business-Related Activity**
 - ✓ Brand Identity & Image: Media and Press Relationship development continues
 - The Chinburg Mill (Canal Street) is at full capacity with 35 commercial business tenants. Eco-Dev is in the process of meeting each tenant and offering available incentives and more
 - Breton Cleaners RFP has been sent to developers
- **Downtown Roundtable:** Meets the first Monday of each month @ 9:00 via ZOOM
 - ✓ Downtown Roundtable in process to “refresh” for 2022 – Therefore the next meeting is December 13, and is dedicated to identify new goals. DDS Director, Michelle Mears is the Guest Presenter
- **Community Advocacy:** ZOOM Meetings & Roundtables
 - ✓ **Weekly:** SEDS -Seacoast Region Economic Development Stakeholders is focused on “*Build Back Better Regions*”. The Federal Grant Application, having been submitted by UNH and SRPC, is dedicated to the “Blue Economy”

- ✓ **Bi-Weekly:** BEA - Economic Development Roundtable with Commissioner Caswell
- ✓ **Monthly:** Downtown Roundtable (No October meeting)
- ✓ **Quarterly:** Great Falls Economic Development Corporation – BOD
- ✓ **Quarterly:** Skyhaven Airport - BOD & Marketing Committee

➤ **Relationships & Partners:** Regular Engagement, Involvement, and Interface

- ✓ **State and Regional Partnerships:**
 - BEA, SRPC, SBDC, SBA, SEDS
 - Seacoast Chambers of Commerce
 - Seacoast Economic Development Directors (SEDS)
 -

Parks & Recreation- October 2021

- Our 6-week Pee Wee Soccer program concluded on Saturday, October 23rd. This introductory soccer program is designed to teach 3- & 4-year old's the basic fundamentals of soccer through fun games and age-appropriate drills. This year we had a total of 26 kids sign up and we had 3 teams total coached by parent volunteers and the Recreation Supervisor. We concluded with a medal ceremony where each player received a soccer medal.
- Registration opened for our Halloween contests on October 1st. This year we offered 3 different Halloween contests for Somersworth residents.
 - The Hilltop Halloween Home Decorating Contest will be open to Somersworth residents and is free to enter. All entries must be submitted by Sunday, Oct. 24th in order to be eligible for voting. Judges will visit houses between Oct. 26-28 and the 1st, 2nd, & 3rd place winners will be announced on our Facebook page on Friday, Oct. 29th. Winners will receive a Home Depot gift card (1st place- \$100, 2nd- \$75, & 3rd- \$50).
 - The Halloween Youth Costume Contest is open to children ages 3-14 this year. Registration deadline and costume photo submissions are due by October 27th in order to be eligible for the People's Choice Facebook vote between Oct. 28-31. The photos with the most "likes/loves" for ages 3-5, ages 6-9, & ages 10-14 will win a \$25 gift card.
 - This year we also added a Pet Costume Contest for Somersworth residents. Photo submissions are due by October 27th in order to be eligible for the People's Choice Facebook vote between Oct 28-31. The pet photo with the most "likes/loves" will win a \$25 gift card to Pet Supplies Plus in Somersworth.
- Staff are busy planning for the upcoming Rec Youth Basketball program that is slated to begin on Saturday, January 8th. This program is open to children in grades 1-6 and is an introductory basketball program that focuses on skills and drills. In order to hold the program at the Somersworth school gyms we will be following COVID-19 protocols to include mask requirements for all players, parents, volunteers, & spectators.
- We are planning to bring back the popular Flashlight Candy Cane Hunt event this year on Friday, December 3rd at 5:30 pm. The event will be held at Millennium Park this year due to

the high school football field not being available. Staff are working out details for the event to include refreshments, decorations, and other logistics. Due to the limited parking at the park pre-registration will be required for attendees this year. We'll be allowing 35 pre-registered cars to attend the event. Children will have the chance to get a photo with Santa as well as bring a flashlight to help collect the hidden candy canes throughout the park.

- Recreation Supervisor, Kristen, attended the annual New Hampshire Recreation and Park Association State Conference on Thursday, Oct. 21st. The conference provided an opportunity to attend educational sessions as well as great networking opportunities with recreation professionals across the state of NH.
- The new ADA pathway at Jules Bisson Park was completed October 13th. The parking lot will be re-stripped in the coming weeks to include a new ADA parking space and aisle that will adjacent to the new ADA pathway. These improvements are part of the Land and Water Conservation Fund grant that we received to install a new playground and gazebo in July 2020.



MEMORANDUM from Director Public Works & Utilities

TO: Robert M. Belmore, City Manager

DATE: November 10, 2021

SUBJECT: Public Works Department Monthly Report for September 2021

FROM: Michael Bobinsky, Director of Public Works & Utilities

DIRECTOR'S COMMENTS

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

- Participated in the NHDOT GACIT Hearings held at Somersworth High School. Joined other City officials in hearing a presentation from State DOT staff on the proposed 10-year Transportation Plan. Somersworth has a few key projects on the Plan including the Route 108 Complete Streets Plan, pedestrian improvements for West High Street from Cemetery Road to High Street and from High Street to Memorial Drive, and a redesign of the intersection of High Street at Blackwater Road and Indigo Hill Road. In addition, City officials lobbied to make sure that the design and engineering of Exit 10 was in the Plan as well. The Plan as presented included the design/development of Exit 10.
- Staff completed obtaining temporary and permanent easements from property owners associated with the TAP Grant project. Copies off all agreements including checks paid to property owners was sent to NHDOT as part of the TAP grant documentation process. Completed negotiations for a contract amendment with our project engineers from CMA Engineering.
- Completed outstanding elements of the Jules Bisson Park Improvements. Work completed during this reporting period included reconfiguring the parking area off of River Street, adding a new ADA accessible parking area with a ramp and a new asphalt foot path from the parking area to the new gazebo and new playground equipment.
- Cemetery Road reconstruction project is making noticeable progress. Major work includes installation of water, sewer and storm drainage along the road focusing on the Maple Street end of Cemetery Road and working toward Doelson Street. Base pavement has been applied on Cemetery Road, from Maple Street to just before Doelson Street. The remaining segments of the Road will be box cut and based paved by mid-November with final pavement application in the spring of 2022. Participated in weekly and monthly project meetings.
- Highway Division personnel continued making specific repairs to failing catch basin and manhole covers that impact winter plow operations throughout neighborhood streets.
- Reviewed Public Works support services for setting up the November polling locations with the City Manager, City Clerk and School officials. Toured the two school facilities with School officials for the polling locations to be held at the Somersworth High School and Idlehurst Elementary School.

- Staff initiated discussions with PREP staff officials on future water quality monitoring services in the Great Bay and the City's requirements under the recent EPA Nitrogen Removal Limits.
- Arranged site tours of the Blackwater Road Superfund site with interested parties on the solar array RFP.
- The Department worked with the City Manager's office on securing the Army National Guard facility and assisted with the transfer of owner's facility details to a City owned property.
- Participated SRTC meetings.
- Attended Strafford Regional Planning meetings.
- Met with the Somersworth Home Depot Store Manager on a possible grant that Home Depot may make to the City for improvements at the Community Garden at the Malley Farm.
- Amendments to Chapter 12 Streets and Sidewalk Ordinance addressing outdoor dining has been adopted by the City Council; staff will work with the City Manager's office on implementation details.
- Attended Cemetery Trustees meeting
- Attended City Council meetings, Council Committee meetings and a Planning Board meeting.
- Apex is continuing to make progress on the WWTF upgrades. Project engineers and managers anticipate being at substantial completion by mid-November. Apex arranged to box cut and repave all asphalt surface during the latter part of September. Project is nearing completion. Staff training on the new equipment is occurring at this time. The new clarifier and second aeration train was placed on line in late September
- Communicated with officials of Atlantic Broadband to review work expectations at various locations in the City, and to file a waiver of the City's winter moratorium request as they are requesting to have additional installed at specific ROW locations, beyond November 15.
- Reviewed and approved several driveway permit applications from property owners and trench permit applications from utility companies with the City Engineer
- The local chapter of the Daughters of the American Revolution (DAR) completed their clean-up of the Cora Stickney-Harper grave and arranged for the installation of a DAR marker next to the grave.

HIGHWAY DIVISION

Operations / Maintenance:

- Performed seasonal bagged leave collection
- Performed season brush collection
- Performed monthly metal collections
- Performed maintenance and repairs to city equipment
- Performed pothole patching city wide
- Performed city trash collection at receptacles, and city buildings
- Trimmed road side trees and brush
- Performed roadside mowing

- Performed mowing of city maintained green spaces
- Performed street sweeping operations
- Set up for local elections
- Replaced flags as needed along High Street corridor
- Replaced lights that were nonfunctioning in Police Department building
- Cut back all City flower beds in preparation for winter
- Inspected, repaired, operated, winter equipment to ensure readiness for winter
- Made repairs to downtown banners that were damaged by vehicle strikes
- Set up, provided public safety road blocks, and cleaned up after the Pumpkin Festival, and Celebrate Somersworth festivals
- Collaborated with Idlehurst School principal and an art teacher on decorating a wing for a plow truck; Idlehurst School students participated.
- Made repairs to barricades in preparation of festivals

Recreation:

- Removed picnic tables from the parks
- Performed repairs of broken equipment
- Performed weekly trash collection in all parks, to include walking the parks to collect litter.
- Removed the splash pad features for the season
- Winterized all parks water services

Cemetery:

- Removed limbs from the cemetery that came down during high winds
- Ensures a clean area for the talking tomb stones tour

Water Distribution Support:

- Assisted with a water dig at 58 Noble St

Sewer Collections Maintenance:

- Removed and replaced 5 manholes to grade that caused damage to winter equipment
- Received 79 DigSafe requests

ENGINEERING DIVISION

- Attended Seacoast Stormwater Coalition meeting.
- Attended PW&E Meeting.
- Attended Planning Board meeting.
- Attended City Council workshop.
- Attended ASCE Conference.
- Conducted multiple site walks at the Landfill site for the Solar RFP.
- Completed review and approvals of driveway permits filed by applicants in Sunningdale as well as other residents.
- Completed review and approval of Obstruction permits.

- Completed review and approval of several Trench permits.
- Completed driveway inspections for Greenview and Sunningdale subdivisions and others.
- Completed oversight/inspection of Cemetery Road project.
- Completed oversight/inspection of Atlantic Broadband fiber installation.
- Completed several TAP Grant easement meetings with effected residents.
- Completed Water CO inspections.

WASTEWATER DIVISION

Operations/Maintenance:

- Operating under the (A2O) process which is used during the winter months. During this time, we have less restrictive nutrient and Biochemical Oxygen Demand & Total Suspended Solids requirements. The winter season runs from October 1st thru April 30th.
- Operations personnel continue to optimize both aeration trains 1 and 2. There is a new automation regarding dissolved oxygen control that Plant staff are still learning to work with.
- Staff continues with training classes weekly. We are working on obtaining the equipment O&M manuals which will be used to complete the numerous Standard Operating Procedures (SOP's) needed for the associated equipment.
- Staff cleaned and drained clarifier #1 and #2 for preventative and corrective maintenance. #1 is back in service while #2 remains offline for further repairs.
- Recorded one high flow event (in excess of 5.0 MGD) which caused us to implement the high flow plan.
- Received zero gallons of septage for the month.

Compliance:

- Preparing monthly reports to US-EPA and NH-DES.
- Reported one high chlorine residual permit exceedance which resulted from a high flow event caused by heavy rains.
- Treated a total of 36-million gallons of wastewater during the month.

Industrial Pretreatment Program (IPP):

- Reviewed four wastewater surveys.
- Completed annual inspection of Bad Lab Brewery. They are no longer brewing beer onsite and requested we terminate their Industrial User Wastewater permit.

Capital Improvements Plan (CIP) Items:

- Waste Water Treatment Facility upgrade – The City of Somersworth entered into a contract with Apex Construction to complete the wastewater treatment facility construction improvements. Project milestones include substantial completion – October 29, 2021. Final completion – January 27, 2022.
- Recent construction activities include; landscape loaming and seeding, granite curb installation as well as preparation for final pavement. Prepping is ongoing for painting of the basement floor and numerous piping.

- Apex is busy removing tools, trailers and all remaining construction debris. Wright Pierce along with facility staff are working on drafting a punch-list for all remaining items which will need to be addressed.

WATER TREATMENT

Items completed this month:

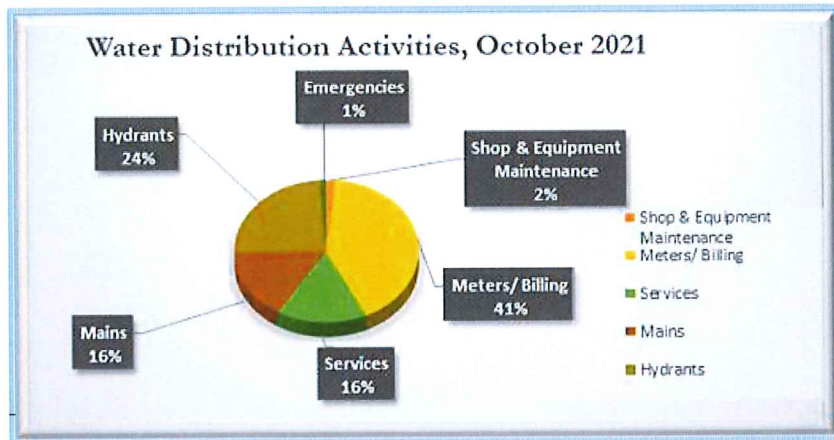
- Bacteria's and TOC's water quality testing completed
- Pumped 36,918,125 gallons of raw water
- Filtered and pumped to the city 34,619,250 of finished water
- Submitted quarter # 3 D/DBP report to NHDES
- Contacted Hach for repair on biotector unit.
- Assisted with water service repair on Main Street
- Updated billing with NH DOT for fueling
- Replaced upper bearing on Train #1 Maturation mixer
- Completed service on Train #1
- Switched to Train #1 for clarification
- Rebuilt polymer pump for train #1
- Installed Train #1 replacement polymer pump and rebuilt polymer pump
- Reviewed heating system at National Guard base on Blackwater Rd
- Hackworth Security assisted in reprogramming security alarm due to area code 603 addition
- Installed new LED exterior lights on warehouse
- Sent DR 6000 spectrophotometer for calibration

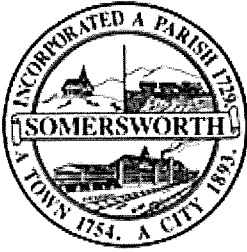
Action items:

- Emergency Response Plan update (ask Greg K to elaborate. What is this? Why was it updated?)

WATER DISTRIBUTION

- Water Distribution operators completed 180 work orders and service requests in the month of October.
- The team completed Bi-annual flushing.
- Winterized Parks and Cemeteries.
- Conducted a meter rebuild at Sherwood Glen.
- Provided contractor assistance on Cemetery Road and Fire Station projects.





Somersworth Police Department
12 Lilac Lane
Somersworth, NH 03878
Business: (603) 692-3131 Fax: (603) 692-2111

David B. Kretschmar
Chief of Police

MEMORANDUM

Memo To: Bob Belmore, City Manager
From: David B. Kretschmar, Chief of Police
Date: November 1, 2021
Subject: Monthly Report – Month of October 2021

Bob:

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

COMMUNITY POLICING:

Somersworth Police Association and Somersworth Festival Association sponsored Celebrate Somersworth! at the High School on October 9th. The event featured first responders and there were games, a bouncy house, balloon animals and even a helicopter. The event was capped off by fireworks.

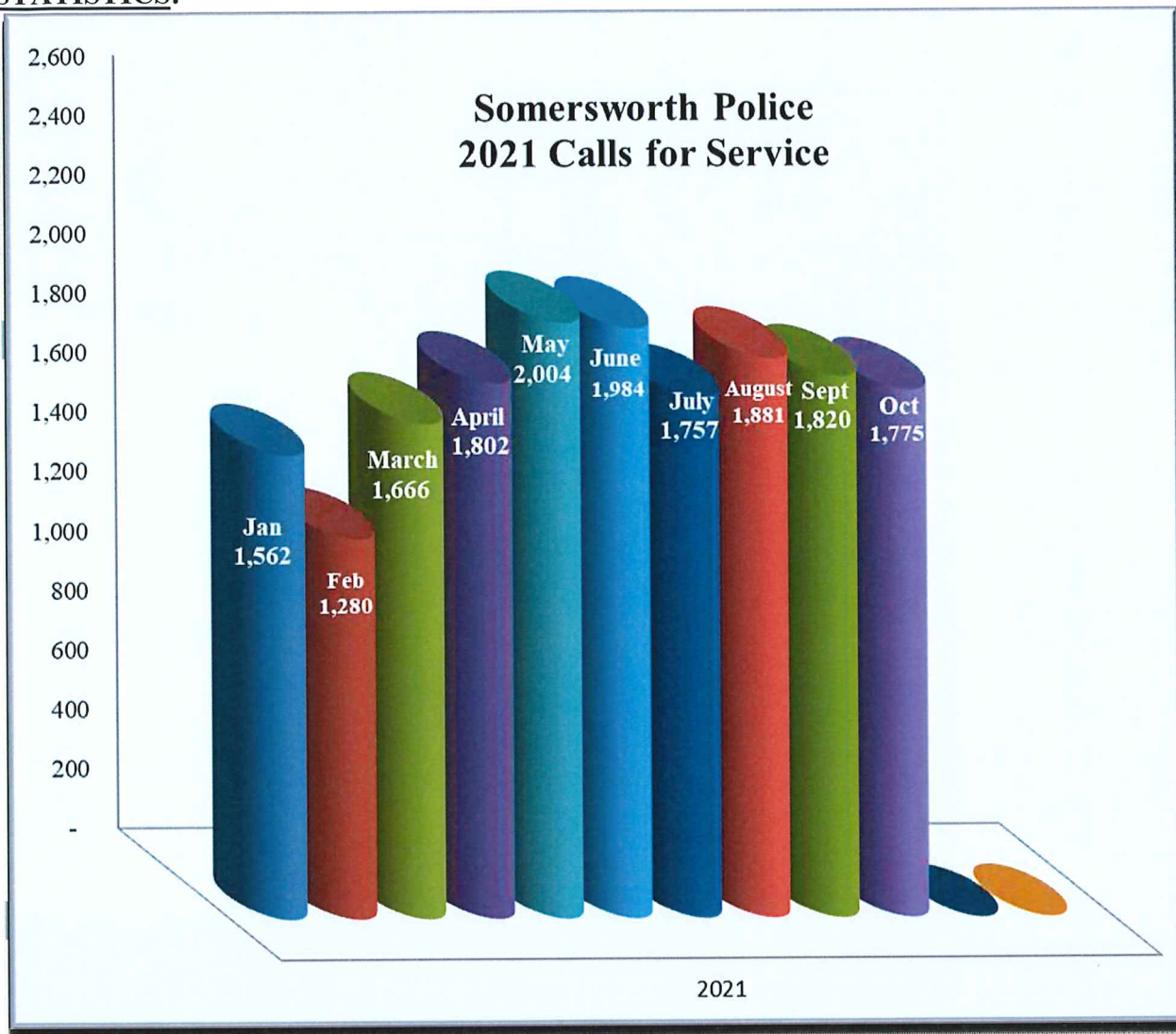
STAFFING:

- Erich Lutz was promoted to the rank of Patrol Sergeant effective 10/24/21.

TRAINING:

Officers received training in Advanced Interrogation Techniques, School Resource Officer – Effective Police Interactions with Youth/Mirror Project, and Search/Arrest Warrant Procedures by the NH Court System. Additionally, our Use of Force Instructor received a 2 week training at NH Police Standards and Training Council from the Federal Law Enforcement Training Center on Use of Force Instruction.

STATISTICS:



Yearly Comparison

Month	2021	2020	2019	2018
January	1,562	1,939	1,976	2,085
Feb	1,280	1,756	1,796	1,878
March	1,666	1,926	2,145	2,215
April	1,802	1,846	2,285	2,452
May	2,004	1,708	2,053	2,409
June	1,984	1,749	1,935	2,406
July	1,757	1,949	2,048	2,174
August	1,881	1,847	1,943	2,238
Sept	1,820	1,875	2,020	2,263
Oct	1,775	1,937	1,906	2,123
Nov	0	1,717	1,860	2,055
Dec	0	1,513	1,995	1,936
TOTAL	17,531	21,762	23,962	26,234



City of Somersworth

Fire Department

195 Maple Street – Somersworth, NH 03878-1594



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

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

10 November, 2021

To: Mr. Robert Belmore, City Manager

Subject: October 2021 Monthly Fire Department and Emergency Management Report

1. Site work for the new fire station is on pause as we await the results of additional soil testing to map the level and extent of per- and polyfluoroalkyl substances (PFAS). Coordination with Port One Architects, Harvey Construction, and various sub-contractors continues to refine planning, improve sub-system integration, and finalize interior and exterior details.
2. With all of October considered fire prevention month, Department personnel have been busy with fire and life safety education events including “Celebrate Somersworth, fire drills and inspections, as well as presentations to all classrooms in grades K through 3.
3. On 6 October, we received official notification that we did not receive the assistance to firefighters grant (AFG) applied for in January to purchase decontamination equipment and a breathing air compressor system for the new fire station. Feedback from FEMA indicates that the grant application had no errors, was submitted correctly, and was for the highest priority equipment but our smaller size and associated lower run volume made it tough to compete against larger jurisdictions. FEMA indicates that going forward, the scoring process will lessen the impact of size and call volume. The items requested through the AFG are included in the City soft cost portion of the new fire station budget and are part of the new building upfit in Phase I.
4. Recent update from Allegiance / Pierce regarding our new pumper is that is the pre-construction meeting will occur sometime in April, chassis start is the at the end of August, final assembly in September, with final inspection in October of 2022.

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

	October 2021	October 2020
EMS Related	68	44
MVA no injuries	6	5
Down Power Lines	2	2
Fires (all types)	5	4
All Other Hazards	41	57
Total	132	112

6. We continue to receive outstanding cooperation and response from Stewart's Ambulance Service. Average response time for the latest reporting period of September 2021 is an excellent 3:55.
7. Please feel free to contact me with any questions or concerns.

Respectfully submitted

George D. Kramlinger
Fire Chief / EMD
City of Somersworth

MITCHELL MUNICIPAL GROUP, P.A.

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

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

TELEPHONE (603) 524-3885

November 10, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 15-22

Title: **A VOTE TO OPPOSE THE MAJORITY-PROPOSED
CONGRESSIONAL DISTRICT MAPS DRAWN BY THE
SPECIAL COMMITTEE ON REDISTRICTING OF THE
NEW HAMPSHIRE HOUSE OF REPRESENTATIVES**

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: _____

11/10/21

By: _____



MITCHELL MUNICIPAL GROUP, P.A.

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

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

TELEPHONE (603) 524-3885

November 10, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 16-22

Title: **TO AUTHORIZE THE CITY MANAGER TO AMEND THE CONTRACT
WITH CMA ENGINEERS OF PORTSMOUTH, NH FOR ENGINEERING
SERVICES ASSOCIATED WITH THE TRANSPORTATION
ALTERNATIVES PROGRAM (TAP) GRANT**

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

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

Date: 11/10/21

By: 

MITCHELL MUNICIPAL GROUP, P.A.

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

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

TELEPHONE (603) 524-3885

November 10, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 17-22

Title: **TO AUTHORIZE THE CITY MANAGER TO ACCEPT AN ENERGY
EFFICIENCY INCENTIVE OFFER FROM EVERSOURCE**

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

Date: 11/10/21

MITCHELL MUNICIPAL GROUP, P.A.
City Attorney

By: 



MEMORANDUM from Director Public Works & Utilities

Date: November 3, 2021

To: Bob Belmore, City Manager

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

Cc: Scott Smith, Director of Finance

Jamie Wood, Chief Plant Operator

Amber Hall, PE. City Engineer

Re: **WWTF Plant Upgrade Progress Report**

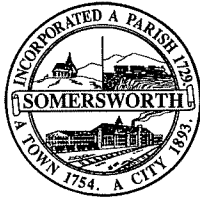
The following provides an update on the progress of the WWTF Plant Upgrade:

Key accomplishments include the following;

- Start-up and training on the new centrifuge sludge dewatering system which included new conveyors, chemical feed system and new instrumentation. This process improvement will allow staff to manage the biological mass more efficiently.
- Start-up and training on the new clarifier complete with new pumps and instrumentation. This process improvement will increase the treatment capacity during high flow events and also minimize permit violations.
- Start-up and training on the new aeration tank blowers. This improvement focused on energy efficiency resulting in a potential savings of 15-20% in energy cost over the previous blower system.
- Hydro seed all landscaped areas

Look ahead work includes;

- Pull all granite curbing, clean recut if necessary and reinstall to be completed by 11/2/21.
- Complete paving of the driveway and walkways expected to be completed by 11/5/21.
- Final painting including all out buildings expected to be completed by 11/19/21.
- Conduct inspections of all punch list items to ensure conformance to contract/specifications.



MEMORANDUM from Director Public Works & Utilities

Date: November 3, 2021

To: Bob Belmore, City Manager

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

Cc: Scott Smith, Director of Finance

Amber Hall, PE. City Engineer

Re: **Cemetery Road Complete Street Project Update Report.**

The following provides an update on the progress and current status of the **Cemetery Road Complete Streets** project:

Key Updates

- Water and sewer mains and residential services are complete and connected.
- Storm drainage installation is nearly complete.
- Road is 2/3 paved at this time.
- Received City Council approval to work beyond the winter moratorium.
- Temporary striping of centerline, stop bars and crosswalks will be completed before winter shutdown of the project.

Look ahead work includes:

- Final 1/3 of Cemetery Road will be box cut in the next week or two; base paving to follow.
- Curbing on west end of Cemetery Road has started and will be completed this week.
- Sidewalk on west end of Road is planned for mid-November. In addition, SUR will provide a temporary asphalt sidewalk surface at the corner of Cemetery Road and W. High Street for pedestrian safety and to enable City Public Work crews to provide sidewalk snow clearing in this area. Permanent sidewalk and curbing will be installed in this area in the spring, along with a new crosswalk at Cemetery Road and W. High Street that includes a small island refuge in the center.

Financial Background

- Contract amount = \$3,477,685
- Amount with Change orders to date: \$3,565,665
- Pending change order for lawn grading and driveway work on west end of Cemetery Road due to grading tie-in needs adjacent to the curb (\$46,945)

November 1, 2021

Mr. Fred Butler, Public Transportation Administrator
Bureau of Rail and Transit
New Hampshire Department of Transportation
7 Hazen Drive, PO Box 483
Concord, NH 03302

Dear Mr. Butler:

I am pleased to provide a letter of support for the grant applications submitted by COAST. The City of Somersworth is a member of the Cooperative Alliance for Seacoast Transportation (COAST) and strongly supports COAST's application for FTA 5339 Bus and Bus Facility capital grant funds to the NHDOT.

Through their application COAST is looking to evolve their fixed route bus fleet, as other vehicles are replaced, to: (1) reduce their reliance on CDL licensed operators; (2) reduce ongoing operating and capital costs; (3) improve the customer experience for COAST passengers; (4) allow for the potential need for more nimble operations in the future; and all while maintaining sufficient rider capacity for the foreseeable future. Four (4) new light-duty, low floor transit buses will allow COAST to commit three (3) fixed routes to operating with these non-CDL vehicles. That transition will make a notable positive impact for passengers, while also helping with the ongoing acute short supply of CDL operators.

The operations support vehicle COAST is applying for funds to replace is an important vehicle for the efficient and effective movement of operations staff between COAST's home offices, where drivers report to and depart from work, and where they swap into and out of service remotely. Using a vehicle such as this proposed sedan, or SUV, reduces unnecessary wear and tear on revenue buses, which are also more expensive to operate.

The three (3) bus shelters COAST is proposing to fund through this grant are meant to continue an organizational commitment to add and upgrade passenger amenities in well utilized locations across the fixed route bus system. The shelters will include advertising boxes (to raise much needed advertising revenues), benches, and solar lighting. Passenger amenities such as these were identified as highly valued by passengers in COAST's recently completed Comprehensive Operations Analysis.

Finally, COAST is applying for 5339 funds through this grant as a placeholder should their upcoming nationally competitive 5339 grant with the FTA be only funded in part, or not at all. COAST has gone through an extensive Facility Needs Analysis and Conceptual Design Plan to arrive at a preferred facility replacement and expansion project. Ultimately, the reuse and relaying out of the current site to suit COAST's purposes today, and into the future, will support a much more cost effective and efficient housing of staff, the fleet and the functions of the operation, maintenance, and administration at the organization.

COAST is a critically important part of the Greater Seacoast Region's transportation infrastructure and a significant factor in the economic vitality of the region as well as providing vital transportation of residents needing public transportation to and from medical appointments, to work, and to shop. I believe strongly that these capital projects are necessary for COAST at this time in order to meet critically identified needs, and will have lasting benefits to the Seacoast Region.

I hope that you will act favorably and award the Federal grant funds being applied for through their 5339 grant application.

Thank you for your consideration.

Sincerely,



Robert M. Belmore
City Manager

cc: Rad Nichols, COAST Executive Director
Mayor Dana S. Hilliard & City Councilors

Mayor/Council
FYI Ben

November 5th, 2021

Office of the City Manager
Somersworth City Hall
1 Government Way
Somersworth, NH 03878

Dear Mr. Belmore,

I would like to extend my sincere gratitude for your help with my Eagle Scout Project at the Lions' Club facility on West High Street. The entire project was constructed with materials that were donated by six different suppliers and your willingness to waive some of the fees helped contain costs and minimize the financial impact on the Lions' Club organization. The project was completed on three consecutive weekends and with the help of scouts and leaders and members of the Lions' Club, it all came together nicely and I am confident that it will enhance the experience of the many people who frequent this facility. As I had to meet with both the Conservation Commission and the Planning Board, I learned a little more about how these types of projects are regulated by the city and I was very impressed with the professionalism of these two bodies. Once again, thank you so very much for your help and understanding on this project.

Cordially,

Cameron Green

Cameron Green
Troop 358
(603) 605-4070