


*Office of the City Manager*

TO: Mayor Dana S. Hilliard and City Council Members  
FROM: Robert M. Belmore, City Manager   
DATE: Friday, October 22, 2021  
SUBJECT: City Manager's Report for City Council Meeting on Monday, October 25, 2021

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*6:00 p.m. Workshop*

*Re: Hamilton Street Water Tank Presentation by Wright Pierce &  
Rocky Hill Road Well Field Discussion*

Attached are copies of the Executive Summary's prepared by our Consultants.  
The full Studies are in your Google Dropbox.

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*Unfinished Business (under Section 14 of Agenda)*

**Ordinances**

- A. **Ordinance No. 3-22: Supplemental Appropriation for Capital Improvements Projects for the School Department.** Again, the Finance Committee and the Joint Commission of City Council & School Board met on October 5<sup>th</sup> to discuss this Supplemental Appropriation with both voting to support this Appropriation. The School Board met on October 6<sup>th</sup> and voted unanimously to support this Ordinance.

**Other**

- A. **Vote to Re-adopt the City of Somersworth Investment Policy.** This is an annual housekeeping action item for the City Council. City Staff supports re-adoption without any amendments. The Finance Committee met on October 5<sup>th</sup> and recommends re-adoption. Attached is a copy of the City Investment Policy.

*New Business (under Section 15 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.** Public Works & Environment met on October 18<sup>th</sup> and support the resurfacing and repairs for these selected Streets. Attached are estimates provided by City Engineer, Amber Hall.

- B. Resolution No. 12-22: To Authorize the City Manager to Enter into a Project Agreement with the State of New Hampshire Division of Historical Resources and to Accept a Moose Plate Program Grant Award.** Attached is a copy of the Grant Application and the notice of award from the State. Although, there is no Grant match, should additional funds be needed, funding will come from the Cemetery Operating Budget.
- C. Resolution No. 13-22: Authorizing the City Manager to Execute a Lease Agreement Extension with the Pall Corporation of Port Washington, NY to Lease Building Space at the Somersworth Water Treatment Facility.** Attached is a letter from Pall Corporation requesting approval from the City of Somersworth to extend their Lease at 9 Wells Street for an additional six (6) months. I have also included their Lease from 2012. Their Lease payment will increase from \$1,150/month to \$1,200/month starting January 2022 should Council approve this extension.
- D. Resolution No. 14-22: Authorizing Warming Shelter Operation as Requested by Service Provider Organizations.** Attached is a copy of Councilor Crystal Paradis's email and the documents that were attached.

#### Other

- A. Vote to Waive the Excavation Work Moratorium on Cemetery Road to Allow SUR Construction to Complete Project Work Beyond the November 15<sup>th</sup> Deadline (City Ordinance, Ch. 12, Excavate, Obstruct, Encumber, Work Schedule).** The Public Works & Environment Committee met on October 18<sup>th</sup> and voted to support the waiver. Attached is a Memorandum from Public Works Director Mike Bobinsky and request letter from SUR asking the City to waive the excavation work moratorium.
- B. Vote to Waive the Excavation Work Moratorium to Allow Atlantic Broadband to Contract for The Installation of Utility Poles Along Certain City Right-Of-Ways Provided No Disturbance or Excavation of any City Paved Sidewalks or Streets Occur (City Ordinance, Ch. 12, Excavate, Obstruct, Encumber, Work Schedule).** The Public Works & Environment Committee met on October 18<sup>th</sup> and voted to support the waiver with the exception that is noted. Attached is a Memorandum from Public Works Director Mike Bobinsky along with Atlantic Broadbands request to waive this moratorium.

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

##### **Informational Items**

1. **Halloween Trick or Treat.** Saturday, October 30<sup>th</sup>, 5:30 p.m. – 8:00 p.m.

##### **Attachments**

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



## MEMORANDUM from Director Public Works & Utilities

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Date: October 21, 2021

To: Bob Belmore, City Manager  
Scott Smith, Deputy City Manager, Director of Finance

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

Re: Water Distribution Asset Management Plan, Hamilton Street Water Tank Assessment

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Wright-Pierce Engineering completed an assessment of the City's water distribution system and the Hamilton Street Water Tank as part of a water asset management report. The project engineers completed the report in July 2021 and gave a presentation on the report on their initial findings at the June 15, 2021 Public Works and Environment Committee. The project team will give an updated presentation to the City Council at the Monday, October 25th Council Workshop. Attached is a copy of the Executive Summary of the Report and a copy of the PowerPoint presentation slides for your information.

A Google Drop Box with a link to the full report is being made available to the City Council for their use.

## SECTION 0

### EXECUTIVE SUMMARY

#### 0.1 1 SUMMARY OF FINDINGS AND RECOMMENDATIONS

Somersworth's water distribution system is generally strong from a hydraulic perspective, and the transmission and distribution piping should serve the community well into the future with continued investment into replacement and rehabilitation of aging infrastructure. Targeted improvements are warranted to ensure reliable service and to meet the range of expected demand conditions over the 20-year planning period. Recommended improvements have been developed throughout this report to address identified deficiencies and improve the operational capacity and reliability of the system. Specific details and prioritization of the recommendations are included in the Capital Improvement Program (CIP) detailed in Section 6.

#### *Water Storage*

Water storage is a necessary provision of a water distribution system in order to minimize pressure fluctuations, provide adequate supply during peak demand periods and surplus volume for firefighting and emergency purposes. Notable findings and recommendations related to water storage include the following:

- Storage volume within the distribution system is provided from the Hamilton Street (Noble Pines) and Rocky Hill Road water storage tanks. Total available storage volume in the system is approximately 0.96 MG. The projected storage volume required for the planning period is approximately 1.55 MG. The distribution system has a current storage deficit of approximately 0.37 MG and a projected future deficit of 0.58 MG in 2040 as demand increases in the system.
- Rehabilitation of the Hamilton Street (Noble Pines) water storage tank is recommended in the short term, including replacement of the fiberglass roof to ensure with eventual replacement of the tank with an elevated storage tank. Discussions on the review of locations for additional storage, potential interconnection with other water systems, as well as potential replacement options for the Hamilton Street (Noble Pines) Storage Tank, are included in more comprehensive detail in Section 3.



- Rocky Hill Road Storage Tank is in good condition but will require coatings replacement and minor repairs in the near future.

### ***Distribution***

The distribution system was evaluated under a variety of expected hydraulic stress conditions to assess its strength. The evaluation was primarily conducted using a computer-based hydraulic model, updated as part of this study. The model includes all of the known system piping based on the City's most recent GIS data. A risk-based analysis of the existing distribution system was also completed to determine the areas in the distribution system where the risk of pipe failure is most significant.

Somersworth's distribution piping was found to be generally sufficient for the range of expected demand conditions. With few exceptions, the system has adequate hydraulic capacity; provides service pressures within typical operating ranges and can meet most fire flow requirements. Notable findings and recommendations include the following:

- Approximately 20% of the pipes in Somersworth's distribution system are greater than 80 years old. Approximately 15% are greater than 100 years old. Somersworth will need to invest significantly in these areas in the near future to ensure that distribution system infrastructure continues to provide reliable service to their customers. Pipes typically have a service life of 100 years. Pipe breaks will become more prevalent in these areas unless the City invests in the distribution piping.
- In some cases, the life of unlined cast iron mains can be extended if the pipes were properly installed and protected from exterior corrosion. A potential approach to extend pipe life is to cement line the interior of the unlined cast iron pipes which have been determined to be in acceptable physical condition. This is a relatively low-cost approach of extending the life of existing mains in lieu of complete replacement. Inevitably, the pipes will require replacement in the future. We recommend that Somersworth develop a program that includes both pipe rehabilitation and replacement.
- Dead-end mains can be found throughout the system, which is not uncommon of any water system. However, dead-end mains can contribute to poor water quality and

inadequate fire flows. The City should eliminate dead-end mains whenever possible by extending them to other pipes in the system.

- The hydraulic model predicted three fire flow locations failed to meet ISO flow requirements. The importance of having adequate fire fighting capability cannot be understated. Fire flow is critical to the City's fire department and having adequate fire-fighting capabilities can reduce insurance premiums for homeowners and businesses in the City. Piping improvements are recommended to address the inadequate fire flow capacity in these areas.
- A Business Risk Exposure (BRE) Analysis of the distribution system was conducted to assess where improvements can strategically be made to reduce the risk of failure. Several project areas were identified and were incorporated into the Capital Improvements Planning (CIP) recommendations.

#### ***Miscellaneous Recommendations***

- *Annual Pipe Replacement Strategy* – General water works best practice is to maintain an ongoing replacement program in which 1 – 2% of the total distribution system pipe length is replaced each year. This replacement rate assures that the distribution system is fully replaced every 50 to 100 years. The City's distribution system contains approximately 72 miles of main 2-inch in diameter and larger. As noted, approximately 20% of Somersworth's system is already over 80 years old, and approximately 15% of the system is over 100 years old. Many CIP distribution improvement recommendations address replacement of lengths of aging main throughout the system. A long-term CIP cost is recommended to supplement these distribution improvements to meet an annual replacement rate of approximately 1% of the total system, to allow the City to keep pace with upgrading and maintaining its overall system throughout the planning period and beyond.
- *Pipe Rehabilitation Program Study* - A pipe rehabilitation program study would further investigate the need for improvements based on conditional assessment, and physical pipe evaluation. It should aim to recommend the type or need for improvements to cast iron water main in the distribution system. Upon completion of this study, significant cost savings may be realized for portions of the distribution improvement projects in the

intermediate and long-term categories through alternate rehabilitation or replacement methods and coordination of replacement of other nearby utilities.

- *Main and Hydrant Flushing* - Continue routine semi-annual directional flushing of the distribution system in conjunction with hydrant inspections.
- *Valve Exercise* - A routine valve exercise program is recommended. Main transmission valves should be exercised yearly. Smaller distribution valves should be operated at a minimum every five years.
- *Hydrant and Valve Replacement Program* – We recommend the City begin a hydrant and valve replacement program. Initially this should consist of budgeting to replace a small number of known problem valves and hydrants each year. Data can be collected during the flushing and exercise programs on the hydrants and valves to target replacements that are most critical.
- *Distribution Data Collection and Retention* - We recommend that the Water Department and more generally, the Public Works Department, expand the use of GIS and VueWorks systems that the City currently maintains, and develop policies for recording and transferring information from the field to the office, and from the office to electronic form in both the GIS system and in the hydraulic model to ensure that these powerful analyses and decision making tools contain the latest field information.

## 0.2 CAPITAL IMPROVEMENT PLANNING

A Capital Improvement Plan (CIP) has been prepared to assist the City with planning and implementation of the recommendations. The plan is presented in Tables ES-1, ES-2, and ES-3.

**TABLE ES-1  
RECOMMENDED SHORT-TERM  
CAPITAL IMPROVEMENT PROGRAM**

Type	Short-Term Improvements (2021-2028) Description	Estimated Budget <sup>1</sup>
Distribution	Cemetery Road*	\$700,000
Distribution	Blackwater Road from Laurel Lane to 186 Blackwater Road	\$505,000
Distribution	Old Rochester Road from 283 to 345 Old Rochester Road	\$412,000
Distribution	Main Street from Indigo Hill Road to Wildflower Circle	\$1,725,000
Distribution	Green Street from Indigo Hill to Clement Road, Clement Road to Paul Street	\$2,145,000
Distribution	High Street from Commercial Drive to Kelwyn Drive	\$1,615,000
Distribution	West High Street from Lily Pond Road to Route 108	\$875,000
Distribution	WTP to Hamilton Street Tank	\$2,160,000
Distribution	Piping Rehabilitation Program Study	\$100,000
Storage	Hamilton Street (Noble Pine) Storage Tank Inspections and Repairs	\$165,000
Storage	Rocky Hill Storage Tank Maintenance	\$30,000
Storage	Rocky Hill Storage Tank Inspection	\$8,000
	<b>Total</b>	<b>\$10,440,000</b>

\*This is a currently funded Public Works Project

<sup>1</sup> Costs were estimated in 2021 dollars and then a 3% inflation rate was applied. Estimated budgets for each project reflect the anticipated costs in the year each project is recommended to be completed.

**TABLE ES-2  
RECOMMENDED INTERMEDIATE-TERM  
CAPITAL IMPROVEMENT PROGRAM**

<b>Type</b>	<b>Intermediate-Term Improvements (2029-2035) Description</b>	<b>Estimated Budget<sup>1</sup></b>
Distribution	Blackwater Road from Cecile Street to Lilac Lane	\$1,080,000
Distribution	Indigo Hill Road from Main Street to Rita Street	\$1,330,000
Distribution	West High Street from High Street to Maple Street	\$1,600,000
Distribution	Piping Rehabilitation Program Study	\$1,000,000
Storage	Hamilton Street (Noble Pines) Storage Tank Replacement	\$6,325,000
Storage	Hamilton Street (Noble Pines) Storage Tank Inspection	\$10,000
Storage	Rocky Hill Storage Tank Maintenance and Inspections	\$825,000
	<b>Total</b>	<b>\$12,170,000</b>

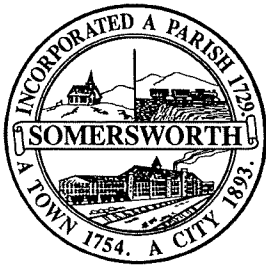
<sup>1</sup> Costs were estimated in 2021 dollars and then a 3% inflation rate was applied. Estimated budgets for each project reflect the anticipated costs in the year each project is recommended to be completed.

**TABLE ES-3  
RECOMMENDED LONG-TERM  
CAPITAL IMPROVEMENT PROGRAM**

<b>Type</b>	<b>Long-Term Improvements (2036-2040) Description</b>	<b>Estimated Budget<sup>1</sup></b>
Distribution	High Street from Indigo Hill Road to Commercial Drive	\$2,645,000
Distribution	High Street from West High Street to Indigo Hill Road	\$2,680,000
Distribution	Main Street from John Parsons Drive to Indigo Hill Road	\$2,035,000
Distribution	Green Street from Washington Street to Indigo Hill Road, Washington Street from Main Street to High Street	\$2,900,000
Distribution	Replacement of 1% total system pipe length per year (Total adjusted to account for recommended projects throughout planning period)	\$12,900,000
Distribution	Piping Rehabilitation Program Study	\$3,000,000
Storage	Hamilton Street (Noble Pines) Storage Tank Inspection	\$11,500
Storage	Rocky Hill Storage Tank Inspection	\$11,500
	<b>Total</b>	<b>\$26,183,000</b>

<sup>1</sup> Costs were estimated in 2021 dollars and then a 3% inflation rate was applied. Estimated budgets for each project reflect the anticipated costs in the year each project is recommended to be completed.





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

Date: October 21, 2021  
To: Bob Belmore, City Manager  
Copy: Mike Bobinsky, Director of Public Works and Utilities;  
Scott Smith, Deputy City Manager/Finance Director; Greg Kirchofer, Chief Water  
Treatment Plant Operator  
Subject: Preliminary Assessment Report of the Rocky Hill Wellfield

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### **Introduction:**

Funds were budgeted in the FY21 Water Fund budget, to conduct an assessment and evaluation of the Rocky Hill wellfield. The wellfield currently consists of two wells, neither of which are actively connected to the City's water distribution system. The first well, Well # 1R has a permitted safe yield of ~300 gallons per minute (gpm) or 0.43 million gallons per day (MGD) and is used to supply the Oaks Golf Course with irrigation water. The second well, Well # 2R is unpermitted but the potential safe yield was estimated in a 2018 Wright-Pierce analysis to be approximately 500 gpm or 0.72 MGD.

The goal of this further assessment is to determine if there is a need for, and value in, the City re-establishing the Rocky Hill wellfield as an actively used water supply asset.

### **Background:**

An initial wellfield evaluation for bringing Well # 1R and Well # 2R back into service to supplement the surface water supply in Somersworth was conducted in 2018 by Wright Pierce Engineers. The report identified key information about both wells and potential viability as a supplemental water supply. Staff recommended that a more comprehensive evaluation of the Rocky Hill Road well field was necessary to determine the potential to bring the wells back into service and at what cost.

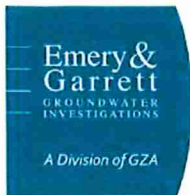
Staff solicited proposals from qualified water engineering firms and following a selection process, a contract was approved by City Council to Emery Garrett Ground Water Investigation for the assessment work. The final report was completed in June 2021. An executive summary is included as an attachment to this memorandum.

A summary of major points described in the final Rocky Hill Road Wellfield Assessment Report is as follows:

1. Existing Conditions
  - a. PW-1R – used for supplying irrigation to the Oaks Golf Course.
    - i. Currently approved for 453,600 gpd (315 gpm)
    - ii. Well productivity decreased, likely due to elevated iron concentrations. Will require regular maintenance to optimize withdrawal
    - iii. Currently operating at 210 gpm
    - iv. Elevated iron and manganese were found in the water.

- v. Recommend continued use for irrigation needs as requested for the Oaks Golf Course.
- b. PW-2R --
  - i. Regulatory Restrictions from NHDES
    - 1. Wellfield withdrawal as a whole is currently 315 gpm. PW-2R would need to be permitted as a Replacement Well to be used.
    - 2. In order to have a withdrawal above 315 gpm, this well would need to be permitted as a New Production Well in order to supply potable water to the City. This is expected to be a very difficult process due to existing conditions and constraints.
    - 3. Replacement Well status would require long term pumping tests, preliminary and final report to DES on findings.
  - ii. Elevated Arsenic, Iron and Manganese were discovered. Will require treatment for potable use.
  - iii. Recommend keep PW-2R well for future use; no operating costs; future roof replacement needed for building, estimated at \$5,000-\$8,000.
- c. Well # 3 – never been used; proposed to be decommissioned. Estimated cost to decommissioning this well is \$17,000-\$20,000.
  - i. Recharge – increasing withdrawal beyond what is already permitted is not justified based on limited available recharge
  - ii. No potential sources of contamination.
- 2. Infrastructure Improvement Options proposed by Hoyle Tanner & Associates
  - a. Option # 1 – New Water Treat Plant at Well # 2
    - i. Single Stage Pressure Filtration
      - 1. \$3,258,000 with onsite backwash lagoons
      - 2. \$3,742,000 - \$4,124,000 with sewer connection on Haven Hill Rd or Rocky Hill Rd; would require easements and new sewer main extension.
  - b. Option # 2 – Treat at Existing Water Treatment Plant
    - i. \$4,350,000

The opportunity for additional water supply for the City is a great asset but that capital costs for developing a new water treatment facility at the well site competes directly with needs to enhance other elements of the City's water distribution system including the replacement of the Hamilton Street water storage tank, evaluating water storage options from existing supplies and addressing aging water mains.



## EXECUTIVE SUMMARY

### Introduction

Emery & Garrett Groundwater Investigations (EGGI), a Division of GZA GeoEnvironmental (GZA), has completed its preliminary assessment of the Rocky Hill Well Field in Somersworth, New Hampshire, as described in EGGI Proposal 33.P000173.20, dated April 20, 2020. The preliminary assessment included the evaluation of current conditions at the Rocky Hill Well Field and an initial assessment regarding the feasibility of developing sustainable groundwater resources. Concurrent with EGGI's hydrogeologic investigation, Hoyle, Tanner & Associates, Inc. (HTA) was retained as a subcontractor to evaluate the current infrastructure and compile cost estimates for pumping, treatment, and conveyance of the groundwater to the existing distribution system.

### Work Scope Performed

EGGI completed the following tasks during the investigation:

- Review of the history of the existing Production Wells:
  - Production Well PW-1R was constructed in July 1986 to a total depth of 74 feet below ground. The original 48-hour pumping test performed on Production Well PW-1R was conducted at 600 gallons per minute (gpm). However, when the Well was in service, significant losses of productivity occurred due to the elevated iron concentrations in the groundwater. Well PW-1R has only been used sparingly in recent years to supply irrigation water to The Oaks Golf Course and the pumping rate has been limited to about 210 gpm.
  - Production Well PW-2R was constructed during June 1989. A 72-hour pumping test was then conducted at 590 gpm. Well PW-2R has never been connected to the Somersworth's water distribution system, so there is no historical record of the well's productivity under operational conditions.
- An attempt was made to inspect the current condition of Well PW-2R utilizing a downhole video system owned and operated by Barrie Miller's Well & Pump, but visibility was extremely poor due to mineral precipitates that had collected on the casing walls and screen surface.
- EGGI conducted geologic mapping of the surficial deposits underlying the Rocky Hill Well Field and the immediate area.
- Seven existing monitoring wells were identified within the well field, but two were found to have no hydraulic connection with the aquifer and could not be used during the groundwater testing program. In preparation for the pumping tests, two additional monitoring wells were installed within the Rocky Hill Well Field to provide additional stratigraphic information about the aquifer and provide strategic monitoring locations during the pumping tests.
- Automatic water level recorders were deployed in five monitoring wells in September 2020 and remained in place until December 28, 2020 collecting water levels at 30-minute intervals for the four-month period.
- Estimated groundwater recharge that occurs within the contributing area to the Rocky Hill Production Wells was calculated to range from 590,000 to 732,000 gallons per day (gpd) or 410 to 510 gpm. The Permitted

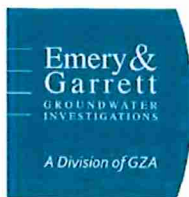
Production Volume (PPV) of 315 gpm for Well PW-1R is approximately 62 to 77 percent of the estimated average annual recharge for the Well Field.

- A contaminant threats inventory identified several minor threats to groundwater quality, but none of the identified “potential” sources of contamination pose a substantial concern. The Northcoast Railroad presents the most significant threat closest to the Rocky Hill Well Field, with its potential for catastrophic release of petroleum (or other products) along the rail corridor if an accident were to occur.
- Extended pumping tests were designed and implemented for these two existing Production Wells. Two independent tests were performed. The pumping test on Well PW-1R was carried out during a period when the Well was being used to provide irrigation to the Golf Course. The pumping test on Well PW-2R pumped independently of Well PW-1R at a rate of 315 gpm.
- Testing of Production Well PW-1R continued for approximately 52 hours at 210 gpm, removing 655,200 gallons of groundwater. Five monitoring wells (MW-2, MW-4, MW-5, MW-6, and MW-7) were used as observation locations during that pumping test. Water level responses to the pumping and recovery were favorable.
- The pumping test performed on Well PW-2R continued for 53.5 hours and resulted in the withdrawal of 1,027,200 gallons of groundwater. The pumping rate was held at a constant rate of 320 gpm throughout the pumping interval. Aquifer responses to pumping were also very favorable.
- The results of groundwater samples collected from Well PW-1R on June 4, 2019 show iron and manganese were both elevated above their respective Secondary Maximum Contaminant Levels (MCL’s), which are aesthetic-based standards. Iron was 1.78 milligrams per Liter (mg/L), far above its MCL of 0.3 mg/L and manganese was 0.065 mg/L, above its MCL of 0.05 mg/L.
- Groundwater from Production Well PW-2R was sampled near the conclusion of the 53.5-hour pumping test. The only water quality parameters of concern in Well PW-2R are arsenic, iron, and manganese. Three samples collected on the first, second, and final days of the pumping test show the level of arsenic increasing each day, with the final level at 0.0074 mg/L. The current Primary (health based) MCL for arsenic is 0.01 mg/L, but the MCL will be lowering to 0.005 in July 2021, so these levels will be in violation of Drinking Water Standards and will require treatment. Iron was elevated throughout the pumping test.

### **Conclusion, Results, and “Next Steps”**

Production Well PW-1R is currently approved for a daily withdrawal of 453,600 gallons per day (gpd) or 315 gallons per minute (gpm) by the New Hampshire Department of Environmental Services (NHDES). The approved daily withdrawal rate is applicable to the well field; therefore, total withdrawals from any combination of wells are limited to the approved withdrawal. For instance, Production Well PW-2R can be developed as a *Replacement Well* for PW-1R. This would still allow Well PW-1R to continue providing irrigation water to The Oaks Golf Course, as long as total daily withdrawals from both wells remain less than 453,600 gallons. Any request to increase the approved daily withdrawal volume from this well field would be very difficult due to lack of available setback space on the property. The NHDES requires ownership, or control, of a minimum 400-foot protective radius around each well and currently the existing wells (PW-1R and PW-2R) have less than that because they were permitted before the setback rules were put into place (i.e., they are grandfathered to be able to have less than the required 400-foot setbacks). In addition, available groundwater recharge to the aquifer is not significantly greater than the





approved groundwater withdrawals, so an expensive permitting effort to obtain a small increase in pumping withdrawals is not justified in our professional opinion.

As a result of the work performed, it has been determined that Well PW-2R is more favorable for long term water supply production than PW 1R because Well PW-2R has never been used and the iron build up in the aquifer formation surrounding the well screen can be managed more effectively. *EGGI recommends that the City of Somersworth maintain the Rocky Hill Well Field at the currently-approved withdrawal of 453,600 gpd and make no attempt at this time to increase the overall permitted production capacity through a pursuit of a Large Groundwater Withdrawal Permit. EGGI also recommends that Well PW-2R be permitted as a "Replacement Well" to provide potable water to the City and that Well PW-1R be retained strictly to supply irrigation water.*

Should the City elect to proceed with the development of Production Well PW-2R as a Replacement Supply Well at a rate to not exceed 453,600 gpd, the next steps needed for approval will include the Compilation and Submittal of a Preliminary Report to NHDES, Long-Term Pumping Test, and submittal of a Final Report. The estimated cost to complete the Permitting of Well PW-2R as a "Replacement Well" per NHDES requirements is \$95,000. In addition, it is strongly recommended that the following items be completed in concert with the permitting of Replacement Well PW-2R:

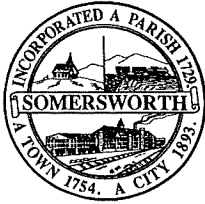
- Re-development of Production Well PW-2R; estimated cost is \$25,000.
- Abandonment of Production Well #3 at the Rocky Hill Well Field; estimated cost is \$17,500-\$20,000.
- Abandonment of two old monitoring wells; estimated cost is \$6,000.
- Best Management Practices (BMP) should be employed to manage the potential for groundwater contamination related to the shooting range.

#### Engineering Cost Assessment

Groundwater samples obtained from Well PW-2R during the December 2020 pumping test indicated a very soft and aggressive water quality with excessive concentrations of iron, manganese and arsenic all requiring treatment. Therefore, the groundwater withdrawn for potable purposes (recommended to be from Well PW-2R) will require treatment to lower levels of these three parameters to acceptable levels. Full utilization of the Well Field will require upgrades to the existing pumping infrastructure (e.g., pumps, electric, and communications, etc.) as well as the design and construction of a groundwater treatment plant. Hoyle, Tanner & Associates, Inc. (HTA) evaluated the infrastructure needs and gathered preliminary cost estimates for each component of the prescribed systems in their report entitled, "Rocky Hill Wellfield Treatment Assessment".

Four treatment alternatives were developed and compared. Three included a new water treatment plant at Well PW-2R utilizing anion-exchange pressure filtration with estimated capital costs ranging from \$3.258 to \$4.124 million depending on the method of spent backwash disposal. The fourth treatment option was to pump Well PW-2R to the existing water treatment plant for treatment with a capital cost estimate of \$4.35 million. Each of the four treatment alternatives offer advantages but with disadvantages and risk factors. Should the City pursue activating Well PW-2R, detailed treatment testing, including possibly both bench- and pilot-scale, would be needed to confirm the efficacy of the proposed treatment processes, enable media selection and develop design criteria for life-cycle cost estimating, system selection and implementation. At this point, a new water treatment plant at Well PW-2R with on-site spent backwash lagoons, subject to hydrogeological testing, would appear to be the best approach at the current estimated capital cost of \$3.258 million.





## City of Somersworth – Ordinance

Ordinance No: **3-22**

### **SUPPLEMENTAL APPROPRIATION FOR CAPITAL IMPROVEMENT PROJECTS FOR THE SCHOOL DEPARTMENT**

October 11, 2021

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

The annual budget for the City of Somersworth for Fiscal Year 21-22 is amended as follows:

Appropriate \$600,000 (Six Hundred Thousand dollars) from unanticipated State of New Hampshire Adequacy Grant Revenue to the School Department Budget as follows;

Original Budget	Amendment	Revised Budget
\$ 27,680,522	\$ 600,000	\$ 28,280,522

Approved as to Funding:

Scott A. Smith  
Director of Finance and Administration

Recorded by:

Jonathan Slaven  
City Clerk

#### Background:

This ordinance appropriates a portion of an unanticipated increase in the amount of State of New Hampshire Adequacy Funding to the School Department. The total amount to be received from the State is \$1,234,630 more than the November 2020 estimate provided by the State and used to develop the Fiscal Year 21-22 adopted budget. The intent is to use this appropriation, for some or all of the following Capital Improvements based on actual cost; building repairs and renovations to the Somersworth Middle School, renovation to or build a new concession stand/bathrooms at the High School Football Field, and upgrade the badge or key access to School buildings.

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

#### Authorization

*Sponsored by Councilors:*

David A. Witham  
Donald Austin  
Martin P. Dumont, Sr.

*Approved:*

City Attorney

## City of Somersworth – Ordinance 3-22

### History

First Read Date:	10/11/2021	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

### Discussion

10/11/2021

*Ordinance No. 3-22 will remain in first read until the call of the Chair. Public Hearing scheduled at the 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		
<b>TOTAL VOTES:</b>			
On / / Ordinance 3-22		PASSED	FAILED

## CITY OF SOMERSWORTH - ADMINISTRATIVE REGULATION

Office of the City Manager Executive Department City of Somersworth, New Hampshire	Effective Date:  <b>October 19, 2020</b>	A.R. No: <b>3.003</b>
		# of Pages <b>6</b>
Subject:  <b>Investment Policy</b>	Supersedes:  <b>Re-Adopted: Annually</b>  <b>Adopted: March 19, 2007</b>	Approved by:  City Council

**I      PREFACE**

An investment policy establishes a framework for the safe and prudent investment of public funds. While attempting to achieve the best possible results, an investment program must consider the safety and liquidity necessary to effectively meet the operational needs of the City.

The following are guidelines established to provide guidance and direction for city officials in the daily conduct of investing activity in addition to improving consistency, creating and defining accountability, and in ensuring that laws are followed.

**II      SCOPE**

The investment policy applies to all financial assets in the custody of the city treasurer of the City of Somersworth, New Hampshire. These funds are accounted for in the City's annual audited financial reports and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Agency and Escrow Funds
- Any new funds created by the City, unless specifically exempted by the governing body, in accordance with law, or by law

Furthermore, the investment policy applies to all transactions involving the financial assets and related activity of all the foregoing funds. This investment policy does not apply to the City of Somersworth Trust Funds.

**III      OBJECTIVES:**

1. Security: Safety of principal is the foremost objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided.
2. Liquidity: Investments shall not be made that may have an adverse effect on the normal operations of the City. Therefore, the length of all investments shall be dictated by cash flow needs.
3. Return on Investment: Return on investments should be maximized, but never to the extent that security of principal or liquidity of funds is jeopardized. City officials are encouraged to receive competitive proposals on prospective investments.

## CITY OF SOMERSWORTH - ADMINISTRATIVE REGULATION

Subject: <b>Investment Policy</b>	Effective Date: <b>October 28, 2019</b>	A.R. No: <b>3.003</b>
		Page <b>2</b> of <b>6</b>

### IV AUTHORITY:

New Hampshire Statute 48:16 is the legal authority under which the City Treasurer operates. See appendix "A" attached.

Other requirements include: The City of Somersworth Administrative Code Section 29.3.6.7 Division of Finance.

### V. ADMINISTRATION

In accordance with the City of Somersworth Administrative Code Section 29.3.6.7 Division of Finance, the division of Finance shall include the functions of the City Treasurer with the head of the Division being the City Treasurer. Therefore, administration of the cash management of the City, directed by the City Treasurer, shall be coordinated with the Assistant Director of Finance.

### VI. PRUDENCE

The investment policy shall be conducted in accordance with the "prudent person" standard, which requires that:

*Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.*

### VII. INSTRUMENTS:

In accordance with RSA 48:16 III and VI, excess funds of the City of Somersworth shall be invested in:

- a) United States Treasury securities maturing in less than one year; or
- b) Savings bank deposits of banks incorporated under the laws of the State of New Hampshire; or
  - o Fully insured or collateralized certificates of deposits of banks incorporated under the laws of the State of New Hampshire; or certificates of deposits that meet all the conditions as required by RSA 48:16 VI; or
- c) Fully insured or collateralized certificates of deposits of national banks located within the State of New Hampshire, or in banks recognized by the State Treasurer; or
- d) New Hampshire Public Deposit Investment Pool established pursuant to RSA 383:22; or
- e) Short-term obligations of United States Government agencies; or
- f) Repurchase agreements with banks chartered by the State of New Hampshire and fully collateralized by United States Treasury Bills and such other instruments as may be specifically authorized by the Revised Statutes of the State of New Hampshire.

## CITY OF SOMERSWORTH - ADMINISTRATIVE REGULATION

Subject: Investment Policy	Effective Date: October 28, 2019	A.R. No: 3.003
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- g) As an alternative to the option of collateralization for excess funds provided in paragraph V, the treasurer may also invest public funds in interest bearing deposit which meet all of the following conditions:
- (a) The funds are initially invested through a federally insured bank chartered under the laws of New Hampshire or the federal government with a branch within the state, selected by the treasurer.
  - (b) The selected bank arranges for the redeposit of the funds in one or more federally insured financial institutions located in the United States, for the account of the treasurer.
  - (c) The full amount of principal and any accrued interest of each such certificate of deposit is covered by federal deposit insurance.
  - (d) The selected bank acts as custodian with respect to such certificates of deposit issued for the account of the treasurer.
  - (e) At the same time that the funds are deposited and the certificates of deposit are issued, the selected bank receives an amount of deposits from customers of other federally insured financial institutions equal to or greater than the amount of the funds initially invested through the selected bank by the treasurer.

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll and accounts payable) as well as anticipated revenue inflows. At no time shall any investment be made exceeding a maturity date in excess of one year.

### **VIII. DIVERSIFICATION:**

The City's investment portfolio shall be diversified. Over concentration in a maturity, an instrument, or institution/issuer is to be avoided.

#### **➤ DIVERSIFICATION BY INSTRUMENT**

	Maximum <u>Percent of Portfolio</u>
▪ Overnight Investments	100%
▪ U.S. Treasury Obligations	90%
▪ NH Public Deposit Investment Pool	50%
▪ Certificates of Deposit	75%

### **IX. DEPOSITORIES AND DEALERS:**

Unless otherwise in the best interest of the City, the City shall solicit cash management and banking services every three to five years. Proposals, therefore, will be accepted through a competitive bidding process.

Short-term investment of surplus funds may be made by contacting credible institutions to establish the best available instrument at that time. All investments must be backed by full third party



## CITY OF SOMERSWORTH - ADMINISTRATIVE REGULATION

Subject: Investment Policy	Effective Date: October 28, 2019	A.R. No: 3.003
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collateral and consider cash flow needs prior to considering the return on that investment. Also, no investment shall be made that contradicts the section titled "instruments" in this policy

### **X. SAFEKEEPING AND COLLATERALIZATION**

Deposits shall be fully collateralized with the delivery of US government obligations, US government agency obligations, or obligations of the State of New Hampshire in market value at least equal to 102% of the cash deposit in each case. Collateral shall be wired to the municipality's joint custody account at the Federal Reserve Bank of Boston or Federal Reserve Bank of New York no later than the day cash deposits and/or investments are wired/transferred.

### **XI. REPORTING**

The City Treasurer shall submit quarterly to the City Manager an investment report that summarizes recent market conditions and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics and other features. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter.

### **XII. ETHICS AND CONFLICT OF INTEREST:**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Officers and employees involved in the investment process shall disclose to the City Manager any material financial interest in financial institutions that conducts business with the city. Further, they shall report to the City Manager any large personal financial investment position that could be related to the performance of the City portfolio. Officers and employees involved in the investment process shall subordinate their personal investment transactions to those of this City, particularly with regard to the timing of purchases and sales.

### **XIII. PERFORMANCE EVALUATION**

The City shall require, from any institution in which investing activity is conducted, sufficient routine reports/documentation to enable an accurate evaluation to be made as to the results of the City's investment program as it relates to the City's stated objectives, guidelines and policies, and to assist in revealing areas for potential improvement.

### **XIV. OTHER**

The City Council, shall review this policy annually, with changes made as warranted, followed by re-adoption by the City Council.

The City Council reserves the right to implement changes to this policy without prior notice if it is deemed in the City's best interest.

## CITY OF SOMERSWORTH - ADMINISTRATIVE REGULATION

Subject: Investment Policy	Effective Date: October 28, 2019	A.R. No: 3.003
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This policy is available for public review and inspection. A copy may be obtained by contacting the Director of Finance and Administration.

### Appendix A

#### *TITLE III*

#### *TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES*

#### *CHAPTER 48*

#### *CITY OFFICERS*

#### *City Treasurer*

#### *Section 48:16*

#### **48:16 City Treasurer; Duties. –**

I. The city treasurer shall have custody of all moneys belonging to the city. The treasurer shall deposit the same in participation units in the public deposit investment pool established pursuant to RSA 383:22, or in federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state, except that funds may be deposited in federally insured banks outside the state if such banks pledge and deliver to a third party custodial bank or the regional federal reserve bank collateral security for such deposits of the following types:

- (a) United States government obligations;
- (b) United States government agency obligations; or
- (c) Obligations of the state of New Hampshire in value at least equal to the amount of the deposit in each case.

II. The city treasurer shall keep in suitable books provided for the purpose a fair and correct account of all sums received into and paid from the city treasury, and of all notes given by the city, with the particulars thereof. At the close of each fiscal year, the treasurer shall make a report to the city giving a particular account of all his or her financial transactions during the year and account balances at year end. The treasurer shall furnish to the mayor and council statements from the treasurer's books, and submit the books and vouchers to them and to the city auditors for examination, whenever so requested.

III. Whenever the city treasurer has in custody an excess of funds which are not immediately needed for the purpose of expenditure, the city treasurer shall invest the same in accordance with the investment policy adopted by the mayor and board of aldermen or city council under RSA 47:6, II. The treasurer may invest in participation units in the public deposit investment pool established pursuant to RSA 383:22, or in deposits, including money market accounts, or certificates of deposit, or repurchase agreements, and all other types of interest bearing accounts, of federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state, or in obligations fully guaranteed as to principal and interest by the United States government. The obligations may be held directly or in the form of securities of or other interests in any open-end or closed-end management-type investment company or investment trust registered under 15 U.S.C. section 80a-1 et seq., if the portfolio of the investment company or investment trust is limited to such obligations and repurchase agreements fully collateralized by such obligations.

## CITY OF SOMERSWORTH - ADMINISTRATIVE REGULATION

Subject: <b>Investment Policy</b>	Effective Date: <b>October 28, 2019</b>	A.R. No: <b>3.003</b>
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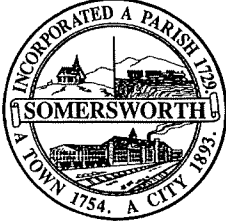
IV. The city treasurer shall pay out fees held pursuant to RSA 673:16, II upon the order of the local land use board or its designated agent or in the case of moneys held pursuant to RSA 674:44-d upon order of the heritage commission.

V. The treasurer shall insure that prior to acceptance of any moneys for deposit or investment, including repurchase agreements, the federally insured bank shall make available at the time of such deposit or investment an option to have such funds secured by collateral having a value at least equal to the amount of such funds. Such collateral shall be segregated for the exclusive benefit of the city. Only securities defined by the bank commissioner as provided by rules adopted pursuant to RSA 386:57 shall be eligible to be pledged as collateral.

VI. As an alternative to the option of collateralization for excess funds provided in paragraph V, the treasurer may also invest public funds in interest-bearing deposits which meet all of the following conditions:

- (a) The funds are initially invested through a federally insured bank chartered under the laws of New Hampshire or the federal government with a branch within the state, selected by the treasurer.
- (b) The selected bank arranges for the redeposit of funds which exceed the federal deposit insurance limitation of the selected bank in deposits in one or more federally insured financial institutions located in the United States, for the account of the treasurer.
- (c) The full amount of principal and any accrued interest of each such deposit is covered by federal deposit insurance.
- (d) The selected bank acts as custodian with respect to each such deposit for the account of the treasurer.
- (e) On the same date that the funds are redeposited by the selected bank, the selected bank receives an amount of deposits from customers of other federally insured financial institutions equal to or greater than the amount of the funds initially invested through the selected bank by the treasurer.

**Source.** 1939, 170:2. RL 65:15. 1949, 207:1. RSA 48:16. 1959, 197:2. 1973, 490:2. 1991, 268:9; 377:7; 383:10. 1992, 64:4. 1996, 209:11. 1997, 208:9. 1998, 40:3. 2007, 246:7. 2008, 120:26. 2010, 7:4, eff. July 3, 2010. 2013, 97:4, eff. Aug. 19, 2013.



## 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.

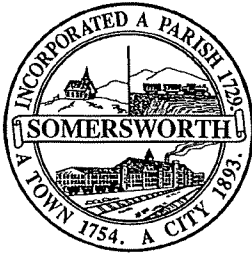
<b>Authorization</b>	
<i>Sponsored by Councilors:</i> David A. Witham Richard Michaud Matthew Gerding	<i>Approved:</i> City Attorney
<b>City of Somersworth – Resolution 11-22</b>	

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

<b>Discussion</b>
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<b>Voting Record</b>		<b>YES</b>	<b>NO</b>
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		
<b>TOTAL VOTES:</b>			
Resolution 11-22		<b>PASSED</b>	<b>FAILED</b>





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

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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 analysis<sup>1</sup>. 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.

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<sup>1</sup> 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.

- a) High Street (Washington to Memorial Drive), complementing TAP sidewalk work:
  - a. Add granite curbing to southbound lane: \$249,000
  - b. Reconstruct 5' asphalt sidewalk (assuming new curbing is completed): \$98,700
  - c. 1.5" mill/overlay of High Street: \$132,800
  - d. **Total: \$480,500**

Additionally, crack sealing is anticipated to be completed as part of FY2022 road resurfacing program. The list below identifies candidates for crack sealing based on condition and age. The total estimated length of crack sealing is 75,000 feet at a cost of **\$50,000**.

Davis St, Chadwick Ln, Lenox Dr, William St, Cote St, Long Leaf Ln, Winslow Dr, Greenfield Dr, Hickory Ln, Morrison St, Deer Creek Run, Aspen Dr, Milo Ln, Cornfield Dr, Maize Dr, Guy St, Commercial Dr, Victoria Dr, Willand Dr.

Summary of Costs:

- Proposed Base Paving Work - **\$890,000**
- High Street Project (sidewalk reconstruction and resurfacing) - **\$480,500**
- Crack Sealing - **\$50,000**
- **Total - \$1,420,500.**

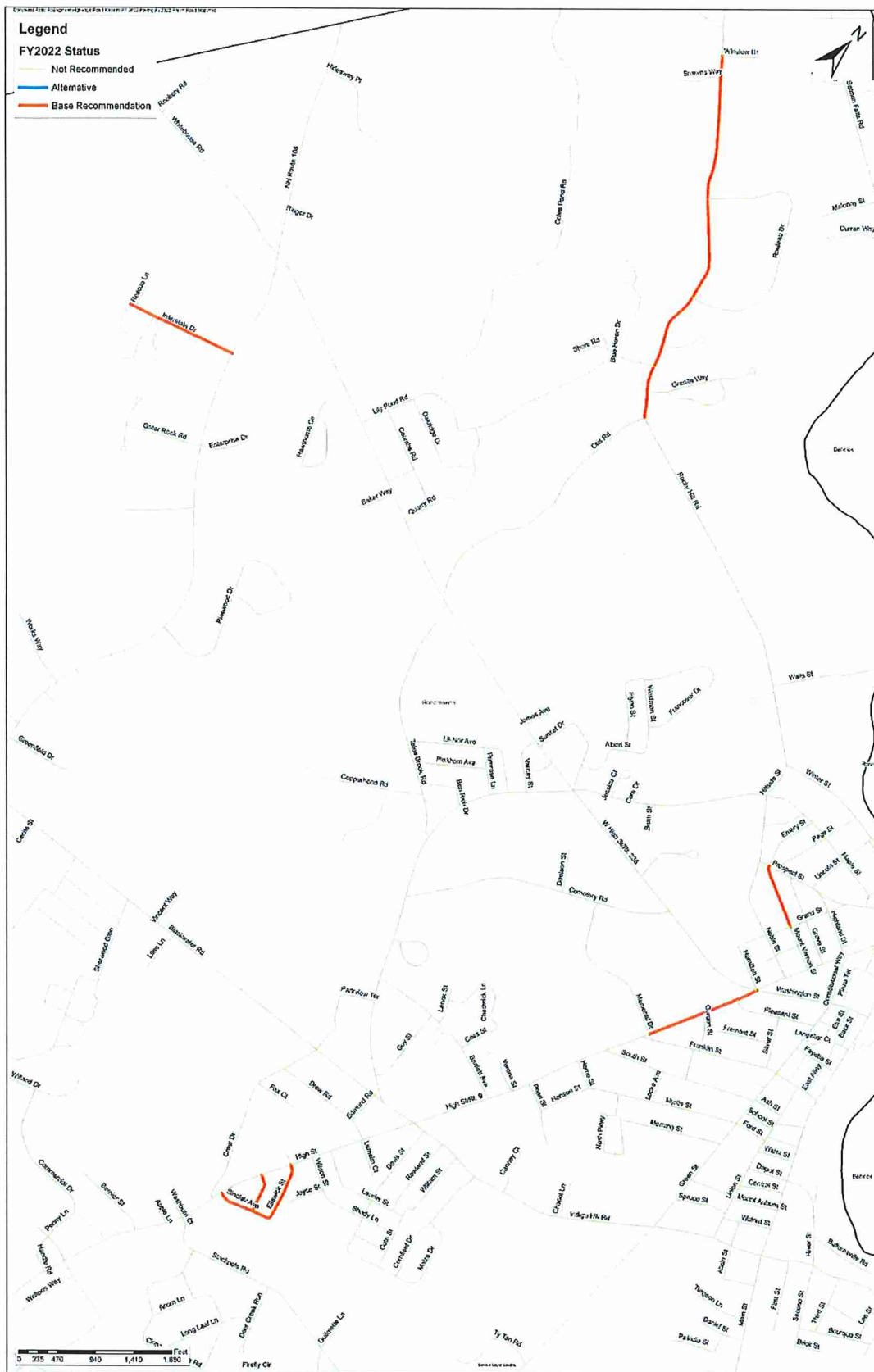
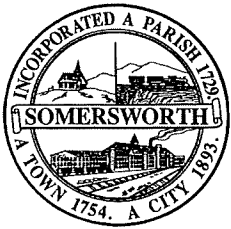


Figure 1: Potential FY2022 street repair list. All streets are proposed to undergo a shim-and-overlay treatment.



## City of Somersworth – Resolution

Resolution No: **12-22**

**TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROJECT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES AND TO ACCEPT A MOOSE PLATE PROGRAM GRANT AWARD**

October 25, 2021

WHEREAS, the City of Somersworth has successfully utilized the New Hampshire Moose Plate Grant Program to support the City's historical preservation efforts, and

WHEREAS, the New Hampshire Division of Historical Resources has awarded the City a grant of \$10,000.00 (Ten Thousand Dollars), to be used for replacing a Italianate Well House Roof at Forest Glade Cemetery and requires no local matching funds, and

WHEREAS, the grant funds will be used to restore the roof to cedar shingles which was used in the original construction of the Well House in 1857,

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

### Authorization

*Sponsored by:*  
Mayor Dana S. Hilliard

*Approved:*  
City Attorney



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Natural and Cultural Resources  
Concord, NH 03301-3570

FAX 603-271-3433

603-271-3483 19 Pillsbury Street,

[www.nh.gov/nhdhr](http://www.nh.gov/nhdhr)

[preservation@dnrcr.nh.gov](mailto:preservation@dnrcr.nh.gov)

October 1, 2021

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

Dear Mike,

It is my pleasure to inform you that the Conservation License Plate Grant Application for the Forest Glade Cemetery Well House Roof project has been selected to receive an award of \$10,000. This award must be approved by Governor and Executive Council upon the submission of the appropriate documentation. A checklist and template forms are enclosed and should be returned at your earliest convenience, so that final authorization can be given. Please call if you have any questions about the process.

Upon execution and approval of the grant agreement an electronic check for one half of the award will be made available to begin the project. A final report and documentation of the project's completion must be submitted to receive the final grant payment.

Congratulations on your award! I look forward to working with you on this important preservation project.

Sincerely,

Amy S. Dixon  
Community Preservation Coordinator

Enc.



June 24, 2021

Ms. Amy Dixon  
Grants Coordinator  
New Hampshire Division of Historical Resources  
Conservation License Plate Grant Program  
19 Pillsbury Street  
Concord, NH 03301

Re: Conservation License Plate Grant Application- Replacement of Italianate Well House Roof-  
Forest Glade Cemetery

Dear Ms. Dixon:

Enclosed, please find the City of Somersworth's Conservation License Plate Grant Application for the Forest Glade Cemetery Italianate Well House Replacement Roof project. The City's application request is for \$10,000 and will be used to fund the replacement of the roof on a Italianate Well House at the Forest Glade Cemetery. This Well House is a contributing building for the Forest Glade Cemetery National Register of Historic Place Designation.

The Grant application includes the following documents:

- Completed Application Form.
- Project Narrative
- Project Budget and Schedule
- Photographs of the Italianate Well House
- Letters of Community Support
- Proof of Ownership Documentation
- Copy of the RFP and Scope of Service for replacing the Well House Roof
- Copy of an excerpt from the National Register of Historic Places Registration Form-Well House Avenue A, ca. 1857. Contributing Building.

The City of Somersworth has appreciated the State Division of Historical Resource support with past grant funding approvals and ask you to continue to give favorable consideration to our request for Conservation License Plate funding. I have enclosed one (1) original and five (5) copies and a PDF version of the application on a zip drive.

Thank you advance for your consideration of the City's application request. Should you have any questions or need additional information, please call me at (603) 692-9503 or Michael Bobinsky, Director of Public Works at (603) 692-4266.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert M. Belmore". The signature is fluid and cursive, with the first name "Robert" being more prominent.

Robert M. Belmore  
City Manager

Cc: Forest Glade Cemetery Trustees

Michael J. Bobinsky, Director of Public Works and Utilities





## 2021 CONSERVATION LICENSE PLATE "MOOSE PLATE" GRANT APPLICATION INSTRUCTIONS

Please review these instructions AND the grant manual prior to completing this application.  
*Incomplete applications or those received after the deadline cannot be considered.*

**Applications must be received on or before 4:00 p.m., Friday, June 25, 2021.**

Please submit only one Conservation License Plate Grant Application to the New Hampshire Division of Historical Resources (NHDHR) during a grant cycle.

**Do NOT Fax the application.**

Email one (1) PDF version of the completed application with attachments to [amy.s.dixon@dnhr.nh.gov](mailto:amy.s.dixon@dnhr.nh.gov) by the application deadline. Please mail one (1) paper copy with original signatures to (paper copies may be received after the application deadline):

Community Preservation Coordinator  
NH Division of Historical Resources  
Conservation License Plate Grant Program  
19 Pillsbury Street, 2<sup>nd</sup> floor  
Concord, NH 03301-3570

Please limit file sizes to less than 10MB. You will receive a confirmation email within one (1) business day of submission. If you do not receive a confirmation that the DHR has received your application, please contact Amy Dixon immediately.

All applications must be either typed or computer generated. Handwritten applications will NOT be accepted.

*Because these grants are made through the State of New Hampshire, the grant is subject to approval by the New Hampshire Attorney General's Office. Grants for \$10,000 also require Governor and Executive Council approval.*

In any given grant year, an applicant (a town, non-profit in a publicly owned building, county, or state agency) can only apply to ONE Department of Natural and Cultural Resources Division for the same project. **Applicants should apply to the appropriate Division whose eligibility requirements match their project activities.** Multiple applications from the same organization for the same project will not be considered for funding by the Department of Natural and Cultural Resources. Guidelines for each Division's project eligibility can be found at:

- New Hampshire Division of Historic Resources <http://www.nh.gov/nhdhr>
- New Hampshire State Library [www.nh.gov/nhsl](http://www.nh.gov/nhsl)
- New Hampshire State Council on the Arts <http://www.nh.gov/nharts>



THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

*All projects funded through the NHDHR's Conservation License Plate grant program must meet the Secretary's Standards for Rehabilitation.*

*Rehabilitation may be considered as a treatment when repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate. Prior to undertaking work, a documentation plan for rehabilitation should be developed.*

*For more information visit this website: <http://www.nps.gov/history/hps/tps/standguide/index.htm> or contact Amy Dixon at [amy.s.dixon@dncr.nh.gov](mailto:amy.s.dixon@dncr.nh.gov)*

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other buildings, shall not be undertaken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
8. Archaeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale and proportion, and massing, to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

*These standards were initially developed in 1975 and were revised in 1983 and 1992.  
This revision of the Standards was codified as 36 CFR Part 68 in the Federal Register, Vol. 60, No. 133, July 12, 1995;  
it replaces the Federal Register notice, Vol. 48, N. 190, September, 1983.*

*NHDHR / SHPO January 2018*



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES  
CONSERVATION LICENSE PLATE (MOOSE PLATE) GRANT APPLICATION

1. Applicant: City of Somersworth

(state agency, county agency, local municipality, or non-profit organization)

**Non-profit organizations must attach verification of 501(c)3 tax exempt status in good standing.**

Mailing Address: One Government Way

Somersworth, New Hampshire 03878

Contact: Michael J. Bobinsky

Phone: 603-692-4266

E-mail: mbobinsky@somersworth.com

2. Resource Name: Forest Glade Cemetery-Italianate Well House Roof Replacement

Resource Location: Forest Glade Cemetery, Somersworth, New Hampshire

3. Grant Request (not to exceed \$10,000): \$ 10,000

4. Give a brief history of the resource, including specific details of its significance.

Located near the front entrance gate at Forest Glade Cemetery/Furber Chapel, this Italianate-style well house is a well-preserved example of a rare property type. Set on a stone foundation, the wood-framed octagonal structure displays wooden quoining on the sides of the rectangular openings and recessed panels below. The overhanging eaves are supported by paired brackets. Historic images indicate that at one time the building was capped by a finial. Cedar Shingles were used for the roofing material as part of the original construction. Inside the structure there is a round projection with the partial remains of a pump. The well opening has been filled with concrete. The current roof structure is a multi-ply roof surface installed some years ago for basis maintenance. The grant request seeks funding to replace the existing roof material with Cedar Shingles to reflect the historic period material and for structural preservation.

**5. What specifically will be accomplished with the grant funds? How were these needs identified?**

Historic records indicate that the well houses in Forest Glade used cedar shingles for roofing material. The Italianate Well House, was built to serve the irrigation needs of the Cemetery at the time. It was also designed as a welcoming sitting area and was recently repainted using historic period paint colors. The repainting of the exterior of the Well House was accomplished in 2018. The project funding request involves replacing the roof with cedar wood material, thus preserving the historic character of the well house and protecting the overall structure. The need for the replacement roof was highlighted over the past few years when the Well House was inspected and prepared for the exterior painting work.

A copy of a recent bid solicitation for the roof replacement with cedar shingles is included.

**6. If the proposed project involves ground disturbance, how will archaeological concerns be addressed?**

The proposed project will not involve any ground disturbance.

**7. Has the project been considered at a town meeting or by the City Council? If so, what was the outcome? Have local elected municipal officials discussed or endorsed the project?**

The project was discussed during the public comment portion of the June 21, 2021 City Council meeting and was discussed at the June 10, 2021 Forest Glade Cemetery Trustee Committee meeting. The Well House roof replacement has been a priority of the Trustees for the past several years but funding and contractor pricing has been a core reason why this project has not been completed. The Trustees endorsed the Italianate Roof Replacement at their June 10, 2021 Trustees meeting.

**8. How are the project proponents engaging the community in this project?**

The Forest Glade Cemetery Trustees voted to endorse this project at their June 10, 2021 Trustee meeting. The City Council has continuously supported efforts made for historic preservation at the Forest Glade Cemetery, through grants, General Operating Fund appropriations and other special project funding.

**9. Briefly explain the applicant's capacity to implement the project, such as availability of volunteers or staff or previous experience with projects of a scale similar to this one. Explain any previous experience with grant management.**

This project will be managed and supervised by staff from the Department of Public Works. Once funding is approved, the City Engineer will oversee the development of updated specifications and bid documents for soliciting proposals to replace the roof with cedar shingles. The City's Finance Department will provide assistance with grant fund management.

**10. How will the public be allowed and encouraged to access and use this property?**

Forest Glade Cemetery is a public cemetery and subject to winter conditions and closings, (typically late November to mid April), the Cemetery grounds are open to the public. The Italianate Well House is close to the main entrance area of the Cemetery and is accessible for viewing and actual access to the public. The Well House has a bench available to the public. The Trustees have sponsored tours and other special events at the Cemetery; the Somersworth Historic Society has hosted historic tour events as well. These events and activities are designed to create public awareness about Forest Glade Cemetery and its unique significant historic features including the Italianate Well House.

### 11. Project Tasks/Budget/Project Schedule

List Grant Related Objectives	Estimated Cost	Anticipated Completion Date
Replace Italiante Roof with Cedar S	\$ 10,000	August 31, 2022
Additional Tasks (Not covered by grant, if any)	Estimated Cost	Anticipated Completion Date

Total Project Cost: \$ \$ 10,000

Grant Request (not to exceed \$10,000): \$ \$ 10,000

If the total project cost is greater than \$10,000; please explain the additional sources of funding available to the applicant to complete the project:

Subject to approval by the City Council, should the project exceed \$10,000, local general fund monies approved in the Cemetery Budget would be pursued to supplement the funds.

The project schedule assumes a start date no earlier than October 1 the year you apply. This date may change based on the receipt of Governor and Executive Council approval. Grantees have two (2) years to complete the project.

**12. Certification:** I certify to the best of my knowledge that the information provided in this application is complete and accurate. If awarded a NHDHR Conservation License Plate Grant, I am fully aware that terms and conditions will be stipulated in a Grant Agreement executed with the NHDHR and that a grant informational sign provided by the NHDHR will be displayed throughout the project work funded under this grant.

Robert M. Belmore, City Manager

Printed name and title of the person preparing the grant application

Signature and date

Robert M. Belmore, City Manager

Printed name and title of public official verifying the publicly-owned nature of the resource(s)

Signature and date



## ATTACHMENTS:

### Required in digital submission:

- A. Photos: One (1) exemplary exterior shot of the resource and immediate surroundings (for context) and no more than three to five (3-5) general interior and exterior shots as necessary to illustrate the resource's needs. **Digital photo submissions must be in jpeg format with file sizes less than 10MB.**
- B. Contractor estimate(s). A good faith effort must be made by the applicant to get quotes or estimates for the proposed work from a qualified contractor. The estimate(s) submitted with the application are not binding and can be modified, amended, or put out to bid after the application/awarding of the grant.
- C. Proof of public ownership. This may be a copy of a deed, tax card, or signed statement by an elected official or their designee.

### Required in original hard copy submission (non-profits only):

- D. Non-profit organizations must document their relationship with the public entity that owns the historic resource/artifact(s). **A Certificate of Good Standing, available from the NH Secretary of State, must be included. Please call 271-3244 or visit <http://sos.nh.gov/formslaws.aspx> for more information.**

### Optional items to submit electronically or in hard copy:

- E. Copies of any historic building assessments, historic structures reports, or plans and specifications that may assist with the review of this project.
- F. Letters or support from the community.



## City of Somersworth – Resolution

Resolution No: **13-22**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT EXTENSION WITH THE PALL CORPORATION OF PORT WASHINGTON, NY TO LEASE BUILDING SPACE AT THE SOMERSWORTH WATER TREATMENT FACILITY**

October 25, 2021

WHEREAS the Pall Corporation has a lease agreement with the City of Somersworth to lease building space at the Somersworth Water Treatment Facility that expires on December 31, 2021, and

WHEREAS the Pall Corporation has informed the City they would like to terminate this lease in accordance with the terms and conditions of the lease, but also have requested a six-month extension to expire on June 30, 2022 to remove all equipment and fixtures as required by the lease terms and conditions, and

WHEREAS the agreed lease amount for the six-month extension is \$1,200 (One Thousand Two Hundred dollars) per month,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute a lease extension through June 30, 2022 with the Pall Corporation of Port Washington, NY, for \$1,200 (One Thousand Two Hundred dollars) per month, for building space at the Somersworth Water Treatment Facility under terms and conditions deemed to be in the best interest of the City.

### Authorization

*Sponsored by:*

David A. Witham  
Martin P. Dumont, Sr.  
Nancie Cameron  
Donald Austin

*Approved:*

City Attorney





From: Suarez, Alicia <alicia\_suarez@pall.com>  
Sent: Tuesday, October 19, 2021 3:28 PM  
To: Bob Belmore <bblmore@somersworth.com>  
Cc: Nottrott, Arndt <arndt\_nottrott@europe.pall.com>  
Subject: Pall Lease at 9 Wells Street - Possible Extension

Dear Mr. Belmore,

Thank you for your time on the phone this morning. Following from that call and the letter Pall sent to you on October 12, I am writing to request approval from the City of Somersworth to extend the lease on the building we have been using at 9 Wells Street for an additional six (6) months.

If approved we will submit an addendum to the lease and will renew our insurance.

We understand that it may not be possible to address this question to the City Council during the October meeting. If that is the case it can be covered during the November meeting. But of course, sooner would be better.

Please do not hesitate to contact me if you have any questions before presenting this request to the Council. We look forward to hearing their decision.

Best Regards,

Alicia

Alicia Suarez  
Senior Engineer  
Pall Water  
839 State Route 13, Cortland, NY 13045

Mobile: 607-423-6649

Office: 607-758-1814

Email: [alicia\\_suarez@pall.com](mailto:alicia_suarez@pall.com)

## **AGREEMENT OF LEASE**

**AGREEMENT OF LEASE** dated as of January 1, 2012 between the **CITY OF SOMERSWORTH** of Somersworth, New Hampshire (hereinafter referred to as "Landlord" or "Lessor"), and **PALL CORPORATION**, a New York Corporation having its principal place of business at 25 Harbor Park Drive, Port Washington, New York 11050, (hereinafter collectively referred to as "Tenant" or "Lessee").

### **RECITAL**

**WHEREAS**, Landlord has agreed to demise and lease unto Tenant and Tenant has agreed to hire and take from Landlord the premises as shown and described on Schedule A annexed hereto and made a part hereof (and identified thereon as the "Pall Pilot Building") ("the Premises"), which consist of a pre-fabricated steel building containing approximately 1200 square feet, known as "Building A" (said Premises sometimes referred to herein as "the Building" or the "Facility") located at the Somersworth Water Treatment Plant along the Salmon Falls River in Somersworth, New Hampshire (the "Site").

**WHEREAS**, the Premises are currently leased to the Tenant under a lease agreement made in or about December, 2001, which lease agreement terminates on December 31, 2011 (the "Original Lease"), and the parties wish to continue their relationship pursuant to the terms set forth in this Lease, which will replace the Original Lease in its entirety.

**NOW, THEREFORE**, in consideration of the terms, conditions, and covenants of this Lease, it is hereby agreed as follows:

### **TERM**

1. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the Premises for a term of ten (10) years (or until such term shall sooner cease and expire as hereinafter provided) to commence on January 1, 2012 and to terminate on December 31, 2021. Tenant shall have successive options to renew, subject to the approval of the Landlord, as provided in Section 27 of this Lease.

### **TITLE**

2. The Premises are let subject to covenants, restrictions and easements of record, governmental laws, rules, regulations and order, as, if and when permitted by any present or future zoning laws, ordinances, orders or regulations; provided same have not been violated; and further provided same do not prohibit Tenant's use of the Premises or materially interfere with the building or Tenant's use and enjoyment thereof.

### **RENT**

3. (a) Tenant covenants to pay to Landlord at its principal office, or at such place

as Landlord shall from time to time direct in writing, the minimum annual rent set forth below, and the additional rent required to be paid pursuant to the terms of this Lease. Minimum annual rent and such other additional rent and charges which Tenant shall be required to pay are hereinafter sometimes referred to as "Rent". Minimum annual rent shall be those amounts set forth in Schedule B, payable as set forth below. Except as may be specifically set forth herein, the minimum annual rent shall be "gross", i.e. inclusive of all charges of any kind or nature whatsoever relating to the use or occupancy of the Premises.

(b) Tenant shall pay the minimum annual rent in equal monthly installments each as shown in Schedule B, in advance on the first day of each calendar month included in the term.

(c) All Rent shall be paid in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the address of Landlord set forth in this Lease or at such other place as Landlord in writing may designate without (except as may be otherwise herein expressly provided) any set-off or deduction whatsoever and without any prior demand therefore.

(d) Unless another time shall be herein expressly provided, any additional rent shall be due and payable on demand or together with the next succeeding installment of minimum annual rent, whichever shall first occur; and Landlord shall have the same remedies for failure to pay the additional rent as for a non-payment of minimum annual rent.

(e) For any portion of a calendar month included at the beginning or end of the term, Tenant shall pay 1/30th of each monthly installment of Rent for each day of such portion, payable in advance at the beginning of such portion.

(f) In setting and agreeing to the annual rent, the parties have taken into account their respective obligations under the RSA 72:23, I (b).

## **USE OF PREMISES**

4. Tenant shall use and occupy Premises leased to and used by the Tenant solely to conduct research and development on membrane technology for water applications, and such other research as it deems suitable to conduct at the Premises, together with ancillary offices, storage, conference, and other uses related thereto. Tenant shall have access to and use of the Salmon Falls River located along the Site for its research, and parking at the Site. The parties acknowledge that the Premises adjoins and is connected by a hallway ( the "connector hallway") to a second building on the Site known as Building B, which is owned by the Landlord. The parties agree that, except as expressly provided herein, the Tenant shall not have access to or any obligation of any kind, including the obligation to insure, or any other liability with respect to Building B, the connector hallway or the Site, including the parking areas located thereon.

## **REPAIRS, MAINTENANCE, FLOOR LOADS AND RESTRICTIONS**

5. (a) Tenant shall, at its sole cost and expense, keep and maintain the interior of the Premises in good and sanitary condition and repair during the term of this Lease, and any renewal thereof. Tenant shall not have any responsibility for the maintenance or repair of any portion of the Site. Landlord shall be responsible for the maintenance and repair of all remaining portions of the Premises, including the roof, sidings, windows, exterior and parking areas, and all structural elements of the Premises. Landlord is further responsible for maintaining the water and sewer system servicing the Premises, and any portions of the Site affecting Tenants use of the Premises or the Salmon Falls River. Tenant will continue to maintain and repair a raw water pump, located next to the river, that supplies test water to the Building.

## **TENANT'S ALTERATIONS**

6. Tenant may make any alterations in or to the Premises or the Building as it deems reasonably required in connection with its Use of the Premises, provided that any such alterations comply with all applicable legal requirements.

## **UTILITIES/GARBAGE/SECURITY/LANDSCAPING**

7. (a) Tenant shall provide, at its own expense, fuel, heat, electricity, water, sewage, garbage removal, and alarm security system (if any), and shall arrange and for the installation of any separate meters required in connection therewith. Until such time as the utilities are separately metered for the Premises, Tenant shall be responsible for any such charges reasonably incurred by Landlord for such utilities as are reasonably allocable to the Tenant's use of the Premises. Tenant shall also be responsible for phone, internet, and data systems, and for its remote access communications and security system.

(b) Tenant shall be responsible for all deposits with companies for service. Tenant shall comply with all requirements of responsibility for the installation of telephone service.

(c) Landlord shall be responsible for external maintenance for the Premises, including gravel grading for the access road and parking lot as well as snow removal.

(d) Tenant shall store all trash and refuse in appropriate sealed and covered containers either within the Premises or in a concealed location at the rear of the Building and shall attend to the regular disposal and removal thereof.

## **REQUIREMENTS OF LAW, SPRINKLERS**

8. (a) Tenant shall promptly execute and comply with all statutes, ordinance, rules, orders, regulations and requirements (including those which require structural alterations)

of the Federal, State, County and Local Government and of any and all of their Departments and Bureaus applicable to the Premises, and shall also promptly comply with and execute all rules, orders and regulations for the prevention of fires at the Tenant's own cost and expense. In the event that structural alterations are required, they will be made by Landlord. Tenant shall be entitled to contest the applicability of any such legal requirements, at its cost and expense, and shall not be required to make any changes until the issue is finally determined.

## **INSURANCE**

9. (a) Tenant shall, at its own expense during the term hereof, maintain and deliver to Landlord Comprehensive General Liability policy with respect to the demised Premises, evidencing that both Landlord and Tenant are additional insureds, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy or policies shall be in such form and with such insurance companies as shall be reasonably satisfactory to Landlord (having a minimum A.M. Best rating of "A-") and with a provision for at least thirty days notice of cancellation to Tenant. Tenant shall promptly provide Landlord with a copy of any such notice of cancellation. If such premiums shall not be so paid and/or the certificates therefore shall not be so delivered, then Landlord may procure and/or pay for the same and the amounts so paid by Landlord, with interest thereon at the rate of 12% per annum from time of payment, shall be added to the installment of monthly rent becoming due on the first of the next succeeding month and shall be collected as an additional charge. Tenant shall supply Landlord with evidence of payment of the premiums thereof, and for any renewal, within thirty days of such renewal.

(b) Tenant shall keep the Building insured under an all-risk property policy.

(c) The liability and property insurance shall be primary to any coverage maintained by the Landlord.

(d) Landlord and its officials, employees and agents shall be named as additional insured by certificate and endorsement on the liability policy.

(e) Landlord shall be named as loss payee on the all-risk coverage.

(f) The parties agree that Tenant shall not have any obligation of any kind, including the obligation to insure, or any other liability with respect to Building B, the connector hallway or the Site, including the parking areas located thereon.

## **DAMAGE OR DESTRUCTION**

10. (a) If the building or the Premises shall be partially damaged or destroyed during the term by fire or other casualty Landlord shall, with due diligence, but not to exceed ninety (90) days, repair and/or rebuild the same to substantially the condition it was in immediately prior to such damage or destruction. To the extent that the Premises shall be partially damaged or destroyed, and there is a resultant loss of use of a portion of the Premises by the Tenant, the Tenant shall be entitled to a pro rata reduction in rent, based upon the percentage of area for which the Tenant does not have use, until such time as the Premises are repaired and/or rebuilt to its prior condition.

(b) If the Building shall be damaged or destroyed to the extent of twenty- five (25%) percent or more of the then replacement value thereof, exclusive of foundations, by any cause, either party shall have the right to terminate this Lease on written notice to the other served within sixty (60) days after such damage or destruction.

### **INDEMNIFICATION**

11. Tenant shall indemnify, defend, save and hold Landlord harmless from and against any and all liability damages and any and all injury, loss, claim, damage, action or suit of every kind and nature including Landlord's reasonable counsel fees, to any person, firm, association, corporation, or governmental entity or to any property arising out of or based upon or related to or in any way connected with the use or occupancy of the Premises or the conduct or operation of Tenant's business[ unless such injury, loss, claim, or damage is attributable to the negligence of Landlord or its agents, servants or employees, in which event the Landlord shall indemnify, defend, save and hold the Tenant harmless against any and all liability and damages there from.

### **RIGHT TO SUBLET OR ASSIGN**

12. The Tenant covenants that it shall not assign this Lease nor sublet the Demised Premises or any part thereof, without the prior written consent of the Landlord, which consent will not be unreasonably withheld, conditioned or delayed. Provided, however, that the Tenant may assign or sublet the Premises in the ordinary course of its business, including any sale of all or a portion thereof.

### **DEFAULT**

13. If the Tenant fails to make any payment of rent or any part thereof at the time specified herein, or if such Tenant fails substantially and materially to perform or comply with any term or condition of this Lease, such failure shall constitute an Event of Default of this Lease. Lessee shall have ninety (90) days after written notice from Landlord of any such breach to correct the condition specified in the written notice; if the correction cannot be reasonably made within the ninety (90) day period, Tenant shall have a reasonable time to correct the conditions specified in the written notice if action to do so is commenced by Tenant within thirty (30) days after notice of written breach from Landlord. In the event of a breach that remains uncorrected after an opportunity to cure as specified above has been provided to Tenant, the Landlord may serve a written notice upon the Tenant that Landlord elects to terminate the Lease upon a specified date not less than ninety (90) days after the date of the serving of such notice of termination, and this Lease shall then expire on the date so specified as if that date had been originally fixed as the expiration date of the term herein granted.

### **ATTORNEY'S FEES**

14. If Tenant shall at any time be in default hereunder, and if Landlord shall institute an action or summary proceeding against Tenant based upon such default and Landlord shall be successful, then Tenant shall reimburse Landlord for the reasonable expenses of attorney's fees and disbursements incurred by Landlord. The amount of such expenses shall be deemed to be "additional rent" hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expenses. Conversely, If Tenant shall at any time be in default hereunder, and if Tenant shall institute an action or proceeding against Landlord based upon such default and Tenant shall be successful, then Landlord shall reimburse Tenant for the reasonable expenses of attorney's fees and disbursements incurred by Tenant.

### **WAIVER OF TRIAL BY JURY**

15. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other with respect to any matters arising out of or connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage and any emergency statutory or any other statutory remedy.

### **NO WAIVER**

16. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of the Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the Lease or a surrender of the Premises. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant, or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. The words "re-enter" and "re-entry" as used herein are not restricted to their technical legal meaning.

### **END OF TERM**

17. On the last day of the Lease Term, hereof or on the earlier termination thereof, Tenant shall peaceably and quietly, leave, surrender and deliver the Premises up to Landlord, broom clean, together with any and all alterations, changes, additions and improvements which may have been made upon the Premises (except movable furniture, equipment, or moveable trade fixtures installed at the expense of Tenant) in good repair and good order and safe condition except for reasonable wear and tear and damage by fire, other insured casualty or the elements excepted, and Tenant shall remove all of its personal property from the Premises and

any property not so removed shall be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefore.

### **BROKER**

18. Landlord and Tenant represent to each other that this Lease was not brought about by any Broker. Landlord and Tenant each agrees to hold the other harmless from any and all liability and expense incurred by the other in connection therewith as a result of any breach of this representation, including reasonable attorney's fees.

### **QUIET ENJOYMENT**

19. Landlord covenants that if and so long as Tenant pays the Rent, and additional rent, and other charges reserved by this Lease, and performs all the terms, covenants and conditions of this Lease on the part of Tenant to be performed, Tenant shall quietly enjoy the Premises, subject, however, to the terms of this Lease.

### **NONLIABILITY OF LANDLORD**

20. (a) Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, loss or damages to Tenant's business or damage to person or property sustained by Tenant resulting from any accident or occurrence (unless caused by or resulting from the negligence of Landlord, its agents, servants or employees other than accidents or occurrences against which Tenant is insured) in or upon the Premises..

### **NO ABATEMENT**

21. No diminution or abatement of Rent or other compensation shall be claimed or allowed for inconvenience or discomfort arising from the making of additions, repairs or improvements to the Building or to its equipment and fixtures, nor for any space taken to comply with any law, ordinance or order of a governmental authority except as specifically provided in this Lease.

### **APPLICABLE LAW AND CONSTRUCTION**

22. The laws of the State of New Hampshire shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The submission of this document to Tenant for examination does not constitute an offer to lease, or a reservation of or option to lease, and becomes effective only upon execution and delivery thereof by Landlord and Tenant. All negotiations, considerations, representations and understandings between the parties are incorporated in this Lease. Landlord or Landlord's agents have made no representations or promises with respect to the Building or the Premises except as herein expressly set forth. The headings of several articles and sections contained herein are for convenience only and do not



define, limit or construe the contents of such articles or sections. Whenever herein the singular is used, the same shall include the plural, and the neuter gender shall include masculine and feminine genders. Neither this Lease nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

### **UTILITY EASEMENT**

23. This Lease is subject and subordinate to any utility, gas, water and electric light or telephone line easements now or hereafter granted, affecting the Premises, the Building or the land upon which they are located, provided that the same do not unreasonably interfere with the Building nor unreasonably interfere with the use of the Premises by Tenant.

### **NOTICES**

24. All notices to be given hereunder shall be in writing addressed to either of the parties at the address given below or at any other subsequent mailing address they may indicate by notice. Any notice given hereunder by mail shall be deemed delivered and received when deposited in a United States general or branch post office, addressed as above provided, personally or by facsimile or electronic mail or sent by certified mail (return receipt requested) or by any national overnight courier service (receipted for) and shall be given:

If to the Landlord:                   **Robert M. Belmore, ICMA-CM**  
  **City Manager**  
  **City of Somersworth**  
  **One Government Way**  
  **Somersworth, NH 03878**

With a copy to:

If to the Tenant:                   **Joseph Swiezbin**  
  **Vice President**  
  **Pall Corporation**  
  **25 Harbor Park Dr.**  
  **Port Washington, NY 11050**

With a copy to:

**Joe Malvagna**  
**Gail Gordon**  
**Pall Corporation**

25 Harbor Park Dr.  
Port Washington, NY 11050

### **BINDING EFFECT OF LEASE**

25. The covenants, agreements and obligations contained in this Lease shall, except as herein otherwise provided, extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns. Each covenant, agreement, obligation or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided.

### **UNAVOIDABLE DELAYS**

26. Whenever Landlord or Tenant shall be required by the terms of this Lease or otherwise to make any improvements or repairs, to furnish any service, to perform any construction or reconstruction or to fulfill any other obligation hereunder, and Landlord or Tenant shall be delayed in, or prevented from doing so, Landlord or Tenant as the case may be, shall not be deemed to be in default and this Lease and the obligation of Tenant or Landlord to perform all of the other covenants and agreements hereunder to be performed shall not be affected, impaired, or excused, and any time limit herein fixed for performance thereof shall be extended if and so long as that party's non-performance, delay or default shall be caused by reason of strike or labor troubles, accidents, any rule, order or regulation of any department, or pre-emption in connection with any national emergency or war, the conditions of supply and demand which have been or are affected by war or other emergency or any other cause beyond Landlord's or Tenant's reasonable control.

### **LEASE RENEWAL**

27. (a) Option to renew. This Lease will be renewable at the option of the Tenant for successive five (5) year terms, with the consent of the Landlord, as provided below. The annual rent during any renewal term for each year shall be the rent payable during the final year of the preceding term of this Lease, increased by fifteen (15%) percent.

(b) Exercise of option. The election of the Tenant to exercise this option must be evidenced by a notice in writing addressed to the Landlord, as provided in Section 27 hereof. Such written notice shall be sent no earlier than January 1 of the final year of any term of this Lease, and no later than June 30 of such year.

(c) Landlord's Consent. The Landlord shall have sixty (60) days to accept or reject the renewal of the Lease by written notice to the Tenant in the same manner set forth in subdivision (b) above; provided, however, that in the event that the Landlord fails to provide such notice by such date, the Landlord shall be deemed to have consented to the Lease renewal. Time shall be of the essence with respect to each of the notice dates above- referred.

(d) Performance of Lease. The right to exercise this option is conditioned upon the faithful performance by the Tenant of all the material covenants, conditions, and agreements required to be performed by it as Tenant under this lease, and the payment by the Tenant of all basic rent, and additional rent as provided in this Lease, such that no Event of Default exists on the date of such exercise.

### **COMPLIANCE WITH ENVIRONMENTAL LAWS**

28. (a) "Environmental Law" means any and all federal, state and local laws, statutes, regulations, ordinances, rules or regulations, now or hereafter in effect, pertaining to health, hazardous substances (as defined by such laws, rules and regulations, etc.), or any environmental or ecological conditions at, on, under or about the Premises.

(b) Tenant agrees to comply with all Environmental Laws, and that no hazardous substances will be received, handled, generated, manufactured, produced, processed, treated, stored, released, placed, spilled, discharged, disposed of, or disbursed at, or otherwise caused to become situated at, on, under or about the Premises, except in compliance with such Environmental Laws.

(c) Tenant shall hold the Landlord harmless from and indemnify same against, and shall reimburse the same with respect to, any and all liabilities, costs and expenses incurred by, imposed upon or asserted against Landlord by reason of or in connection with any alleged or actual violation of environmental laws by Tenant, Landlord or any other party, arising out of Tenant's use of the Premises during the term of this Lease Agreement.

### **SEVERABILITY**

29. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

### **MISCELLANEOUS**

30. Effective as of January 1, 2012, this Lease shall supersede and replace the Original Lease in all respects, and the rights and obligations of the parties shall be controlled solely by the terms of this Lease.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the day and

year first above written.

**LANDLORD:**

**CITY OF SOMERSWORTH**

By: 

Name:

**TENANT:**

**PALL CORPORATION**

By: 

Name:

STATE OF NEW HAMPSHIRE )

COUNTY OF Strafford : ss.:

On the 10<sup>th</sup> day of February in the year 2012 before me personally came Robert M. Belmore to me, known, who, being by me duly sworn, did depose and say that he resides in Somersworth NH that he is the City Manager of the City of Somersworth, New Hampshire, a municipal corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the s of said City of Somersworth.

Elise Blagdon Breli

Notary Public

ELISE BLAGDON BRELIS  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
July 16, 2013

STATE OF NEW YORK)

COUNTY OF NASSAU ) SS:

On the 9<sup>th</sup> day of February in the year 2012, before me, the undersigned, personally appeared JOSEPH SWIEZBIN, personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Anne G. Schmiemann  
Notary Public

ANNE G. SCHMIEMANN  
Notary Public, State of New York  
No. 01SC6008137  
Qualified in Nassau County  
Commission Expires 06/08/2014

**SCHEDULE "A"**

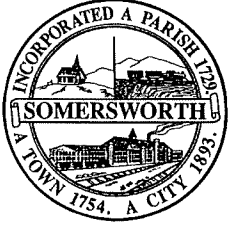
SITE PLAN  
( "Pall Pilot Building")

### **SCHEDULE "B"**

Minimum annual rents are as follows:

- (A) January 1, 2012 through December 31, 2016: \$12,000 per year (\$1,000/month)
- (B) January 1, 2017 through December 31, 2021: \$13,800 per year (\$1,150/month)





## City of Somersworth – Resolution

Resolution No: **14-22**

### **AUTHORIZING WARMING SHELTER OPERATION AS REQUESTED BY SERVICE PROVIDER ORGANIZATIONS**

October 25, 2021

WHEREAS a plan is in motion to clear private property of trespassers, which will result in approximately 60 individuals in Somersworth who are unhoused and living outside to be displaced with no alternative housing as winter arrives,

WHEREAS service provider organizations from the Tri-City regions are currently organizing to offer support services to these individuals up until the date of the clearing, temporarily using the Warming Shelter at Willand Pond as a triage site to connect individuals with support services,

WHEREAS these service provider organizations have requested permission to temporarily operate the Warming Shelter at Willand Pond beyond emergency weather events to better meet the needs of the displaced individuals once clearing has commenced,

WHEREAS funding solutions to support these efforts are being coordinated through service provider organizations and no additional funding is being requested from the Tri-Cities,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT we support the request to operate the Warming Shelter at Willand Pond as needed, and authorize its use up to full-time, through April 1, 2022.

#### **Authorization**

*Sponsored by Councilor:*  
Crystal Paradis

*Approved:*  
City Attorney

## Brenda Breda

---

**From:** Bob Belmore <bbelmore@somersworth.com>  
**Sent:** Wednesday, October 20, 2021 12:06 PM  
**To:** Jonathan T. Slaven; Brenda Breda; Scott A. Smith; Ammy Ramsey  
**Subject:** FW: Resolution for 10/25 meeting with supporting materials  
**Attachments:** RES 13-2x - AUTHORIZING WARMING SHELTER OPERATIONAL USE.docx; Willand Warming Shelter 2021.pdf

for Monday's agenda -

Robert M. Belmore  
City Manager

City of Somersworth  
One Government Way  
Somersworth, NH 03878

(603) 692-9503  
[bbelmore@somersworth.com](mailto:bbelmore@somersworth.com)  
[www.Somersworth.com](http://www.Somersworth.com)



**From:** Crystal Paradis <cparadis@somersworth.com>  
**Sent:** Wednesday, October 20, 2021 12:00 PM  
**To:** Bob Belmore <bbelmore@somersworth.com>  
**Subject:** Resolution for 10/25 meeting with supporting materials

Hi Bob,

I'm submitting the attached Resolution for Monday's meeting, along with the letters requesting this show of support from Somersworth. This is for short-term-only (this winter only) permission to operated the shelter up to full-time, with no funding requested from the Cities.

Similar resolutions will be introduced in Dover and Rochester, so all three communities can weigh in on support of the service providers' request to use the Warming Shelter at Willand Pond on up to a full-time basis through April 1st, in response to the clearing of the Garabedian property and to mitigate simple relocation to other private or public surrounding areas while they access support services.

While the City of Dover owns the building, they expressed at last Wednesday's meeting that they were hesitant to authorize the use without permission from Somersworth, which this resolution would confirm.

I know this general issues is also the topic of tomorrow's specific briefing, so hopefully the request can make it into that discussion as well, if appropriate — but at least to be taken up at Monday's meeting.

My understanding is that CAP also submitted a proposal over the summer to make the shelter operational, which was denied — by whom I'm not sure. Can you also include along with this resolution that proposal from CAP as supporting context for this request along with the additional organizations joining that call in these letters?

Please also circulate, with supporting materials, to the Mayor other councilors to see if others would like to join as sponsors.

Thank you — and let me know if you have any questions.

Crystal Paradis  
Somersworth City Councilor At-Large  
she/her  
cell: (603) 205-1561  
<https://councilorparadis.com/>

City of Somersworth  
One Government Way  
Somersworth, NH 03878  
<https://www.somersworth.com/>



# WAYPOINT

Help Along the Way

10/19/2021

**RE: Willand Warming Shelter**

Dear City Counselors of the Tri-Cities,

We write to ask that the Tri-Cities support efforts to open the Willand Warming Shelter this year to address the dire needs to support our vulnerable neighbors that will be vacating Willand Pond.

Waypoint provides an array of services to young people in the Tri-City region, ages 12-25, who are experiencing homelessness and housing instability. We humbly request that the cities consider extending the operation of the warming center for this winter, of which will allow Waypoint an opportunity to effectively triage and offer a more meaningful and effective response to the young adults that are experiencing literal homelessness, an *exceedingly vulnerable population*.

According to our estimates, at least 60 people will be displaced by this evacuation. Waypoint has identified an average of 6 to 7 young adults at the Willand Pond encampments at any given time. For the Tri-Cities to make no advanced preparations for this displacement of young people, like opening the Warming Center, would simply constitute bad public policy and hinder Waypoints' ability to bring professional and expert services to the situation.

It is easy to imagine that the lack of physical shelter makes triaging this situation incredibly difficult. In 2020, Waypoint had funding to assist young adults impacted by COVID with emergency shelter, by way of motels. Waypoint does not have those resources. It is worth noting that regional shelters and transitional living programs are at capacity.

The current occupants of the encampments will not simply disappear nor will the root causes of their literal homelessness. A predictable unintended consequence of this evacuation is that Willand Pond occupants will scatter, which means reaching them with professional services will be much more difficult, and/or they will likely end up creating another encampment elsewhere due to the lack of low barrier sheltering options.

Again, we do believe that opening the Willand Pond Warming Shelter is a crucial short-term solution to a complex issue. The availability of a seasonal, low barrier shelter *this year* will allow service providers to assess and engage appropriately towards longer term solutions. We appreciate your consideration.

Warm Regards,

Mandy Lancaster, MSW  
Program Manager

Tori Bird, BS  
Street Outreach Specialist/Case Manager



**Administrative Offices:**

577 Central Avenue, Suite 10  
Dover, NH 03820  
603-435-2500

**Head Start Centers:**

577 Central Avenue, Suite 50  
Dover, NH 03820  
603-285-9460

120 Main Street  
Farmington, NH 03835  
603-755-2883

150 Wakefield Street  
Rochester, NH 03867  
603-285-9461

46 Stackpole Road  
Somersworth, NH 03878  
603-817-5458

**Childcare Centers:**

Farmington Childcare Center  
120 Main Street  
Farmington, NH 03835  
603-755-2883

Dover Children's Center  
43 Back River Road  
Dover, NH 03820  
603-742-7637

**Outreach Offices:**

577 Central Avenue, Suite 16  
Dover, NH 03820  
603-435-2500

**Food Pantries:**

577 Central Avenue, Suite 10  
Dover, NH 03820  
M-F; 8:30-4:30

10 Cold Spring Manor  
Rochester, NH 03867  
W & F; 9-11, 1-3

**MEMO**

TO: Mike Joyal, City Manager, City of Dover  
Bob Belmore, City Manager, City of Somersworth  
Blaine Cox, City Manager, City of Rochester

FROM: Betsey Andrews Parker, CEO

RE: 2021-2022 Tri-City Winter Emergency Shelter

DATE: June 20, 2021

CAPSC is please to submit the following proposal for the upcoming 2021-2022 winter shelter season for the Tri-Cities.

CAPSC proposes a seasonal shelter at the Willand property that will operate from November 29<sup>th</sup> to April 1<sup>st</sup> (18 weeks). The shelter will be open M-F, 5pm-8am and 24 hours on Saturday and Sunday. The estimated cost for this operation is \$230,177. A budget is attached.

Based on the previous three years of intermittent shelter and the seasonal Garrison Hotel, CAPSC recommends a more consistent operation (7 nights a week, 18 weeks) for the following reasons:

- Dependability for clients and social service agencies
- Ability to hire and retain seasonal staff
- Train and schedule community volunteers
- Establish donations and schedule
- Create a realistic budget for planning and support
- Eliminate

The proposal mirrors the work of the Concord Coalition which provides consistent shelter during the winter with services during the day (currently offered at CAPSC). We know from last winter that dependable shelter does lead to treatment, medical support, and long-term housing.

We would like to schedule a meeting with the cities to discuss a path forward. Our partners (NH Bureau of Homeless and Housing, shelters, COAST, volunteer groups etc.) are waiting on our decision so that they can plan accordingly. My team will be available to answer questions about the upcoming shelter during this meeting. My contact information is [bandrewsparker@straffordcap.org](mailto:bandrewsparker@straffordcap.org) or 435-2500 ext. 8135. On behalf of our Housing team, we look forward to working with the communities this season.

Winter Shelter @ Willand Pond

November 29 - April 1

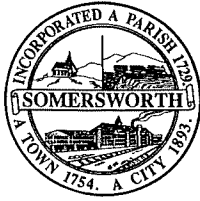
123 days, 18 weeks, 6 holidays, est 30 clients

Open 5p - 8a Mon-Fri, 24 hours Sat-Sun, Holidays, and Storm Days

Expense	Description	Amount
Salary	program and direct care shelter staff, OT, holidays	\$174,768.00
Benefits	Includes all benefits	\$32,800.32
	<i>Subtotal</i>	<u>\$207,568.32</u>
Safety/Cleaning Supplies	140/wk	\$2,520.00
Paper Goods	170/wk	\$3,060.00
Van Gas	25/wk	\$504.00
Bus Tickets	5/wk for 30 Cts	\$2,025.00
Background Check	20 x \$50	\$1,000.00
	<i>Subtotal</i>	<u>\$9,109.00</u>
Laundry	\$750/wk	\$13,500.00
	<i>Subtotal</i>	<u>\$13,500.00</u>
<b><u>Total Cost</u></b>		<u><b>\$230,177.32</b></u>

**Additional Costs not included**

Meals if not donated	meals, 2/day @\$10/meal X 40 clients x 126 days	
Utilities	Electricity	
	Internet	
	Snow Removal	
	Trash Removal	
	Heat/Hot Water	
	Professional Cleaning	\$100,800.00



## MEMORANDUM from Director Public Works & Utilities

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Date: October 14, 2021  
To: Bob Belmore, City Manager  
From: Michael J. Bobinsky, Director of Public Works and Utilities  
Cc: Amber Ferland, City Engineer  
Re: Request from SUR to work beyond the Winter Moratorium

---

The Department received a request from SUR to work beyond the November 15 winter moratorium to accommodate remaining work on the Cemetery Road Complete Streets project. The following is a listing of the work activities that are anticipated by SUR beyond the November 15 deadline:

- Base Pavement from Maple Street to Memorial Drive: 11-19-21
- Curb installation from Maple Street to Memorial Drive 11-23-21
- Completion of paved sidewalk, and possibly driveway apron tie ins from Maple Street to Memorial Drive

SUR Construction anticipates completing the above project elements by the end of November. Final wearing course asphalt on the entire length of Cemetery Road is planned for the spring of 2022.





**S·U·R**  
SITES • UTILITIES • ROADS

**S.U.R. Construction, Inc.**

233 Chestnut Hill Road  
P.O. Box 720  
Rochester, NH 03866-0720

Phone: (603) 332-4554  
Fax: (603) 332-0351  
[www.surconstruction.com](http://www.surconstruction.com)

October 11, 2021

Britt Eckstrom  
Wright-Pierce  
Cemetery Road  
Somersworth, NH

**Request to work beyond Somersworth winter shutdown date of November 15, 2021**

Britt,

S.U.R. Construction Inc. is requesting to work beyond the City of Somersworth's winter shutdown for road construction date of November 15, 2021. All work completed after November 15, 2021 will conform with plans and specifications for the Cemetery Road Utility and Roadway Reconstruction Project.

Sincerely,

Andrew LePage  
Vice President



**S.U.R. Construction, Inc.**





## **MEMORANDUM from Director Public Works & Utilities**

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Date: October 15, 2021

To: Bob Belmore, City Manager

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

Cc: Amber Ferland, City Engineer

Re: Request from Atlantic Broadband to work beyond the Winter Moratorium

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The Department received a request from Atlantic Broadband to work beyond the November 15 winter moratorium to accommodate remaining pole installation work related to their new cable service franchise project. Attached is a copy of an email from Glenn Patch, Projects Manager from Atlantic Broadband and remaining pole installation details



October, 15, 2021

To The City of Somersworth:

Atlantic Broadband would like to request permission from the City of Somersworth to allow the utility companies - Consolidated and Eversource to continue to replace utility poles that are out of spec after November 15<sup>th</sup>. Atlantic Broadband will provide the City with the Form 3 from the Utility Companies that will show the specific poles and the street locations.

We are asking for the approval for the utility companies to continue with the pole replacement process throughout the winter, which will allow Atlantic Broadband to complete the network infrastructure build currently underway that will bring broadband services to the City of Somersworth for the residents and businesses.

Thank you  
Glenn Patch  
Atlantic Broadband - Construction Manager

**Atlantic Broadband Pole Application needing pole replacements**

Pole Application S-02-21

Consolidated Application # A-2021-1082  
# S-02-21-565

Eversource Pole application # S-02-2021

The results of the utilities field survey show 9 poles that will need to be replaced in application S-02-21.

Location		Pole #		Attach		Ownership						CATV = Time Warner Cable		CHARGE		Tasks	Attach location see notes
Tel Rte / Street Name	Tel	El	F/C	J.O.	J.U.	S.O.	Description of Work			YES	NO						
444B/BLACKSHIRE CT	3	1C	F	X									LOWER 12" 1 CA, 1 PAG, 1 PMT, 1 DROP COM LOWER 12"	X			12/CO M
444B/BLACKSHIRE CT	4	1C	F	X									CCI REPLC 40 WITH 45'2 TR 2 CA, 2 PAG, 1 PMT, 3 DROPS NEW@240", COM@52", CCI@64" 43.243767 -70.910957	X			40"
444B/BLACKSHIRE CT	5	702/1E	F	X									LOWER 12" 1 CA, 1 PAG, 1 DROP COM LOWER 12"	X			12/CO M
444/BLACKWATER RD	2	702/2	F	X									NEW POLE IN PLC- NON BILL TR 1 CA, 1 PAG NEW@40", COM@52", CCI@64"		X		12/CO M
444/BLACKWATER RD	1	3	F	X									LOWER TO 64" 1 CA, 1 PAG COM LOWER TO 52"	X			12/CO M
44/BLACKWATER RD	53.5	702/4	F	X									CCI REPLC 40 WITH 45'2, NON-BILL DEFECTIVE TR 3 CA, 3 PAG, 1 DROP NEW@40", COM@52", CCI@64"/76" 43.245643 -70.913412	X			40"
44/VARNEY RD	53	704/1	F	X									NO CCI WORK COM LOWER 12"		X		12/CO M
44/VARNEY RD	52	704/2	F	X									NO CCI WORK COM LOWER 12"		X		12/CO M
44/BLACKWATER RD	54	702/5	F	X									CCI REPLC 35 WITH 40'2, NON-BILL DEFECTIVE/SSC TR 2 CA, 1 PPG, 2 DROPS, STEN NEW@40", COM@52", CCI@64"/76" 43.245755 -70.913773	X			40"
44/BLACKWATER RD	55	6	F	X									NO CCI WORK COM LOWER 12"		X		12/CO M
44/BLACKWATER RD	56	7	F	X									LOWER 12" 2 CA, 1 PMT, 2 DROPS COM LOWER 12"	X			12/CO M
44/BLACKWATER RD	57	8	F	X									NO CCI WORK COM LOWER 12"		X		12/CO M
44/BLACKWATER RD	58	9	F	X									LOWER 12" & RE-TENSION 2 CA, 2 DROPS COM LOWER 12"	X			12/CO M

Location			Pole #		Attach		Ownership						CATV = Time Warner Cable		CHARGE		Tasks	Attach location see notes		
Tel Rte / Street Name	Tel	El	F/C PS	J.O.	J.U.	S.O.	Description of Work						YES	NO						
				Tel	El	Tel	El	Tel	El	Tel	El									
44/BLACKWATER RD	59	702/10	F	X								LOWER 12" 2 CA, 1 WT, 2 DROPS COM LOWER 12"/ LTS RAISE 12" 43.247017 -70.916669						X		12/CO M
BLACKWATER RD	NT	702/10A	F								X	CCI NOT ON POLE							X	40"
441/OLD ROCHESTER RD	34	7/49	F	X								LOWER 12" 1 CA, 2 DROPS COM LOWER 12"						X		12/CO M
441/OLD ROCHESTER RD(ADDER)	33	50	F	X								LOWER 12" 1 CA, 2 DROPS COM LOWER 12"						X		12/CO M
441/OLD ROCHESTER RD	35	48	F	X								LOWER 12" 1 CA COM LOWER 12"						X		12/CO M
441/OLD ROCHESTER RD	36	47	F	X								LOWER 12" 1 CA, 2 DROPS COM LOWER 12"						X		12/CO M
441/OLD ROCHESTER RD	37	7/45	F	X								LOWER 12" 1 CA, 1 DROP COM LOWER 12"						X		12/CO M
441/OLD ROCHESTER RD	38	44	F	X								NO CCI WORK 1ST RAISE 12"							X	12/CO M
441/OLD ROCHESTER RD	38X	44A	F	X								CCI REPLC 30 WITH 35'4, NON-BILL SSC TR 3 DROPS, STEN NEW@40", COM@52", CCI@64" 43.246948 -70.912338							X	40"
441/OLD ROCHESTER RD	38X-1R	44B	F	X								LOWER 18" 2 DROPS COM LOWER 18"						X		12/CO M
441/OLD ROCHESTER RD	39	42	F	X								NO CCI WORK 1ST RAISE 12"							X	12/CO M
441/OLD ROCHESTER RD	40	40	F	X								NO CCI WORK 1ST RAISE 12" 43.248018 -70.914021							X	12/CO M
441/OLD ROCHESTER RD	41	38	F	X								LOWER 12" 1 CA COM LOWER 12"						X		12/CO M



Location		Pole#		Attach		Ownership						CATV = Time Warner Cable				Tasks	CHARGE		Attach location see notes
Tel Rte / Street Name	Tel	El	F/C PS	J.O.	J.U.	S.O.	Description of Work			YES	NO								
441/OLD ROCHESTER RD	58S	15A	F	X							X		LOWER 6" 3 DROPS COM LOWER 6"				12/CO M		
441/OLD ROCHESTER RD	59	13	F	X							X		LOWER 12" 1 CA, 1 DROP, 2 CRW'S COM LOWER 12"				12/CO M		
441/OLD ROCHESTER RD	59-1R	13A	F	X							X		LOWER 12" 2 CRW'S COM LOWER 12"				12/CO M		
441/OLD ROCHESTER RD	59-2R	13B	F	X							X		LOWER 12" & RE-TENSION 2 CRW'S COM LOWER 12"				12/CO M		
441/OLD ROCHESTER RD(ADDER)	59-3R	13C	F	X							X		LOWER 18" 2 CRW'S COM LOWER 18"				12/CO M		
441/OLD ROCHESTER RD(ADDER)	59-1L	13.1	F	X							X		LOWER 12" 1 DROP COM LOWER 36"				12/CO M		
441/OLD ROCHESTER RD	60	7/11	F	X								X	NO CCI WORK COM LOWER 12"				12/CO M		
441/OLD ROCHESTER RD	60-1	11A	F	X								X	CCI REPLC 30 WITH 35/4, NON-BILL SSC TR 3 DROPS, 1 WT, STEN NEW@40", COM@52", CCI@64" 43.255889 -70.920961				40"		
441/OLD ROCHESTER RD	61	9	F	X								X	NO CCI WORK 1ST RAISE 12"				12/CO M		
441/OLD ROCHESTER RD	61S	9A	F	X								X	NO CCI WORK COM LOWER 6"				12/CO M		
441/OLD ROCHESTER RD	62-1	9B	F	X								X	NO CCI WORK COM LOWER 6"				12/CO M		
441/OLD ROCHESTER RD	61-1R	9A-1	F	X								X	NO CCI WORK				12/CO M		
441/OLD ROCHESTER RD	62	7	F	X								X	LOWER 12" 1 CA COM LOWER 12"				12/CO M		



Location			Pole #		Attach		Ownership						CATV = Time Warner Cable			CHARGE		Tasks	Attach location see notes
Tel Rte / Street Name	Tel	El	F/C PS	J.O.	J.U.	S.O.	Description of Work			YES	NO								
441BA/CRYSTAL SPRINGS WAY	4	12	F	X									CCI REPLC 35 WITH 40'2" TR 2 CA, 2 PAG, 6 DROPS, STEN NEW@40", COM@52", CCI@64"/76" 43.260190 -70.921497	X			40"		
441BA/CRYSTAL SPRINGS WAY	2-1	14A	F	X									NO CCI WORK		X		12/CO M		
441BA/CRYSTAL SPRINGS WAY	3	13	F	X									NO CCI WORK		X		12/CO M		
441BA/CRYSTAL SPRINGS WAY	2	14	F	X									CCI REPLC 35 WITH 40'2, NON-BILL SSC TR 2 CA, 1 PAG, 2 DROPS, 1 WT, STEN NEW@40", COM@52", CCI@64"/76" 43.259700 -70.921950		X		40"		
441BA/CRYSTAL SPRINGS WAY	1	718/15	F	X									NO CCI WORK		X		12/CO M		
441/OLD ROCHESTER RD	33	7/50	F	X									LOWER 12" 1 CA, 2 DROPS COM LOWER 12"	X			12/CO M		
197/BLACKWATER RD	20	7/53	F	X									NEW POLE IN PLC - NON-BILL TR 1 CA, 1 PAG, 1 PMT NEW@40", COM@52", CCI@64" 43.245140 -70.910486		X		40"		
197/BLACKWATER RD	19	54	F	X									NEW POLE IN PLC - NON-BILL TR 1 CA NEW@40", COM@52", CCI@64"		X		40"		
197/BLACKWATER RD	18	55	F	X									NEW POLE IN PLC - NON-BILL TR 1 CA, 1 PAG NEW@40", COM@52", CCI@64"		X		40"		
197/BLACKWATER RD	17	56	F	X									NEW POLE IN PLC - NON-BILL TR 1 CA, 1 PMT NEW@40", COM@52", CCI@64"		X		40"		
197/BLACKWATER RD	16	57	F	X									NEW POLE IN PLC - NON-BILL TR 1 CA NEW@40", COM@52", CCI@64"		X		40"		
197/BLACKWATER RD	15-1L	57A	F	X									NO CCI WORK		X		12/CO M		
BLACKWATER RD ADDER	NT	7/57S	F										CCI NOT ON POLE COM LOWER 12"		X		12/CO M		

Location		Pole #		Attach		Ownership						CATV = Time Warner Cable		CHARGE		Tasks	Attach location see notes
Tel Rte / Street Name	Tel	El	F/C PS	J.O.	J.U.	S.O.	Description of Work						YES	NO			
				Tel	El	Tel	El	Tel	El	Tel	El						
197/BLACKWATER RD	15	58	F	X								LOWER 12" 1 CA COM LOWER 12"	X				12/CO M
197/BLACKWATER RD	14	59	F	X								LOWER 12" 1 CA COM LOWER 12"	X				12/CO M
197/BLACKWATER RD	13	60	F	X								LOWER 12" 1 CA COM LOWER 12"	X				12/CO M
197/BLACKWATER RD	12	62	F	X								LOWER 18" 1 CA, 4 CRW'S COM LOWER 18"	X				12/CO M
197/BLACKWATER RD	12S	62S										REMOVE FROM APP ABB WILL NOT ATTACH		X			NA
BLACKWATER RD ADDER	NT	7/58S	F							X		CCI NOT ON POLE COM LOWER 12"		X			12/CO M
197/BLACKWATER RD	11	64	F	X								LOWER 6" 1 CA, 1 PAG COM LOWER 18"	X				12/CO M
197/BLACKWATER RD	10	7/65	F	X								NO CCI WORK COM LOWER 18" 43.245490 -70.901023		X			12/CO M
441/OLD ROCHESTER RD	19	708/5	F	X								LOWER 12" 2 CA, 1 PMT, 2 DROPS COM LOWER 12"	X				12/CO M
443/LAUREL LANE	1	708A/1	F	X								LOWER 12" & RE-TENSION 2 CA, 1 PAG COM LOWER 12"	X				12/CO M
443/LAUREL LANE	2	2	F	X								CCI REPLC 40 WITH 457, NON-BILL SSC TR 1 CA, 2 PAG, 1 PMT, 1 WT, 1-6PR, STEN NEW@40", COM@52", CCI@64"/76" 43.240596 -70.905708		X			40"
443/LAUREL LANE	3	3	F	X								LOWER 6" 1 CA, 1 PAG, 5 DROPS COM LOWER 12"	X				12/CO M
443/LAUREL LANE	3-1L	3A	F	X								LOWER 12" 3 DROPS COM LOWER 12"	X				12/CO M



Location			Pole #		Attach		Ownership						CATV = Time Warner Cable		CHARGE		Tasks	Attach location see notes	
Tel Rte / Street Name	Tel	El	F/C PS	J.O.	J.U.	S.O.	Description of Work						YES	NO					
				Tel	El	Tel	El	Tel	El	Tel	El								
443/LAUREL LANE	4	4	F	X								CCI REPLC 40 WITH 45'2 TR 1 CA, 1 PAG, 4 DROPS, 1 WT, STEN NEW@40", COM@52", CCI@64"/76" 43.240435 -70.903819 LOWER 24" 1 DROP COM LOWER 24"						X	40"
443/LAUREL LANE	4-1R	4A	F	X														X	12/CO M
443/LAUREL LANE	5	5	F	X								NO CCI WORK COM LOWER 4"						X	12/CO M
443/LAUREL LANE	6	6	F	X								NO CCI WORK						X	12/CO M
443/LAUREL LANE	7	7	F	X								NO CCI WORK						X	12/CO M
443/LAUREL LANE	8	8	F	X								NO CCI WORK COM LOWER 12"						X	12/CO M
443/LAUREL LANE	9	9	F	X								NO CCI WORK COM LOWER 6"						X	12/CO M
443/LAUREL LANE	10	708A/10	F	X								LOWER 18" 1 CA, 1 PAG, 3 DROPS COM LOWER 18"						X	12/CO M
443/LAUREL LANE	10-1R	10A	F	X								LOWER 12" 2 DROPS COM LOWER 12"						X	12/CO M
443/LAUREL LANE	11	11	F	X								LOWER 12" 1 CA, 1 PAG, 1 DROP COM LOWER 12"						X	12/CO M
443/LAUREL LANE	11-1	11A	F	X								LOWER 12" 1 DROP COM LOWER 12"						X	12/CO M
443/LAUREL LANE	12-1R	12A	F	X								LOWER 12" 1 DROP COM LOWER 12"						X	12/CO M
443/LAUREL LANE	12-1L	12A1	F	X								LOWER 24" 2 DROPS COM LOWER 24"						X	12/CO M

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

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

TELEPHONE (603) 524-3885

October 20, 2021

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 11-22

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

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: 10/20/21

By: 

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

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October 20, 2021

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 12-22

Title: **TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROJECT  
AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DIVISION OF  
HISTORICAL RESOURCES AND TO ACCEPT A MOOSE PLATE  
PROGRAM GRANT AWARD**

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

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

City Attorney

Date: 10/20/21

By: 

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October 20, 2021

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

Resolution No. 13-22

Title: **AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE  
AGREEMENT EXTENSION WITH THE PALL CORPORATION OF  
PORT WASHINGTON, NY TO LEASE BUILDING SPACE AT THE  
SOMERSWORTH WATER TREATMENT FACILITY**

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: 10/20/21

By: 



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October 20, 2021

**CERTIFICATION**

Re: City of Somersworth, New Hampshire

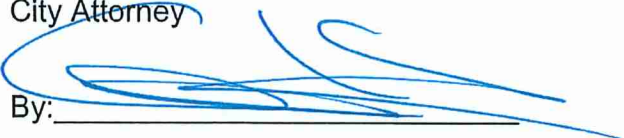
Resolution No. 14-22

Title: **AUTHORIZING WARMING SHELTER OPERATION AS  
REQUESTED BY SERVICE PROVIDER ORGANIZATIONS**

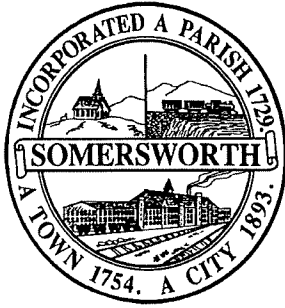
This is to confirm that in accordance with Somersworth City Council Rules and Regulations #17 (D)1, we have reviewed the above referenced resolution. To our examination it is in correct technical form, and to our understanding is not repugnant to the laws and constitution of the State of New Hampshire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

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

Date: 10/20/21

By: 





## MEMORANDUM

---

To: Bob Belmore, City Manager

From: Scott Smith, Director of Finance and Administration

Date: October 19, 2021

**Re: Monthly Report**

Finance Department:

- Completed State of NH MS-434 and MS-535 used for tax rate setting purposes.
- Work on final FY2023-2028 CIP Document.
- Completed paperwork on FY22 equipment lease.
- Completed Bond Anticipation Note for construction phase of the Fire Station Project.
- Bids:
  - RFP for Solar Project at the Superfund Sanitary Landfill Site – November 4, 2021

Treasurer's Report:

- General Fund cash on hand as of September 30, 2021 are attached to this report. Investments used for the period were short term insured customer sweep program and money market accounts.

City Clerk:

- Prepared for and took minutes at two scheduled City Council meetings and standing committee meetings during the month.
- Started preparations for the November Municipal election.
- Total Receipts for the month were \$8,623.
- Permits:
  - Chicken Permit Vara Clark

- Chicken Permit Patricia Sherwood.
- Chicken Permit Jason Trussell
- Chicken Permit Rebecca Johnson
- Temporary Event Permit – Indo US Cuisine
- Temporary Event Permit – American Cancer Society
- Temporary Event Permit – Helping Paws
- Temporary Event Permit – Helping Paws
- Temporary Event Permit – Rochester Youth Association

#### Tax Collector

- Motor vehicle registrations were a total of \$171,168 during the month.
- Collected \$5,420 for Municipal Transportation Fund during month.
- Total receipts for the month were \$1,003,838.
- Courtesy notices reminding taxpayers of unpaid balances subject to Deed were mailed.

#### Human Services:

- Total assistance for the month was \$1,330. That compares to \$5,303 for the month of August 2021 and \$2,089 for September 2020.
- 2 new cases were opened compared to 2 in September 2020.
- 5 cases were approved for varying levels of assistance and 1 denial. 21 cases were referred to other agencies for support.

#### Library

- Four people attended the Yankee Swap Bingo held by the Library.
- The Library is sponsoring a chocolate testing, film discussion, and book discussion in October.
- The Library served 323 people with checkouts and had 89 sign-ins for computer use.
- There are currently 1,413 active library cards.

#### Information Technology

- Spent time in general server maintenance, checked systems, checked and cleared logs.
- Server upgrade project is on-going. New server should be active by the end of the year.
- 

#### Assessing

- Completed the State Form MS-1 for tax rate setting purposes.
- Cycled inspections, year 2, is on-going.

**Treasurer's Report.**  
**General Fund**

**Period as of September 30, 2021**

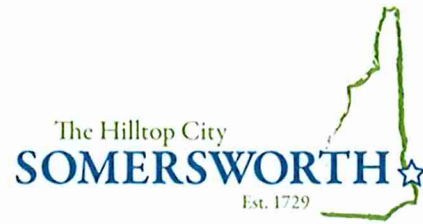
<b>General Fund Account</b>	<b>Balance</b>	<b>Rate</b>	<b>Maturity Date</b>	<b>Notes</b>
G/F Checking	\$1,512,785	0.00%	N/A	Money available upon demand
Citizens Invest & ICS	\$4,197,495	0.15%	N/A	Money available upon demand
NHPDIP	\$1,210	0.02%	N/A	Money available upon demand
TD Bank	\$3,668,631	0.15%	N/A	Money available upon demand
Newburyport Bank	\$6,587,022	0.23%	N/A	Money available upon demand
Century Bank	\$6,894,143	0.10%	N/A	Money available upon demand
Provident Bank	\$9,086,365	0.65%	N/A	Money available upon demand

<b>General Fund Interest Earnings</b>	<b>Period</b>	<b>Year to Date</b>	<b>Year to Date Anticipated</b>	<b>Variance Positive/(Negative)</b>
Period as of September 30, 2021	\$19,828	\$19,828	\$11,250	\$8,578

Date: September 30, 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 September 2021 - Monthly Report

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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 – September 1
- Conservation Commission – September 8
- Planning Board – September 15
- SRTC – September 8
- Historic District Commission meeting – September 22

### Building and Health Departments:

#### MAJOR Building Permits Applied for in SEPTEMBER 2021

Address		Construction Costs	Fees
9	LINDEN	\$ 244,000.00	\$ 2,221.00
Totals		\$ 244,000.00	\$ 2,221.00

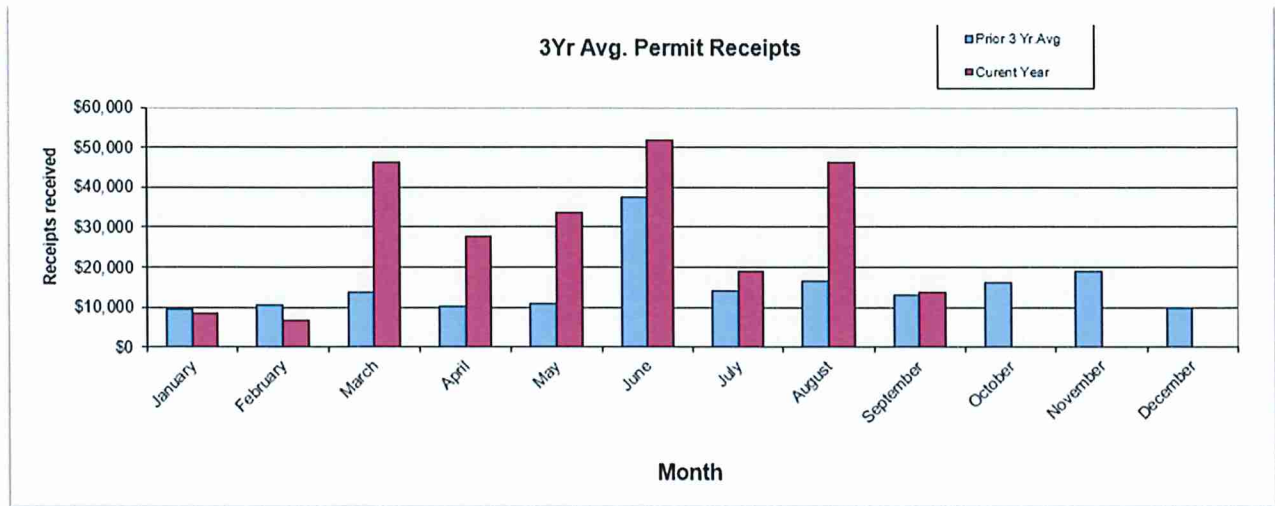
#### MINOR Building Permits Applied for in SEPTEMBER 2021

Address		Construction Costs	Fees
157	HIGH	\$ 28,000.00	\$ 277.00
19	THIRD	\$ 4,500.00	\$ 65.50
125	W HIGH	\$ 850.00	\$ 0.00
6	RINGER DR	\$ 7,500.00	\$ 92.50
74	CRYSTAL SPRINGS	\$ 7,500.00	\$ 92.50
49	HAWTHORNE CIR	\$ 6,985.00	\$ 87.87
32	BLACKWATER RD	\$130,000.00	\$ 1,195.00
47	SALMON FALLS RD	\$ 15,000.00	\$ 160.00
2	CATTAIL CIR	\$ 13,734.30	\$ 148.61
148	GREEN	\$ 26,000.00	\$ 259.00
16	BLACKWATER RD	\$ 800.00	\$ 34.60
55	MYRTLE	\$ 1,200.00	\$ 35.80
4	ROWLAND	\$ 3,995.00	\$ 60.96
14	SCHOOL	\$ 1,500.00	\$ 43.00
133	INDIGO HILL RD	\$ 3,558.00	\$ 57.02

138	BLACKWATER RD	\$ 4,893.00	\$ 69.04
28	TATES BROOK RD	\$ 1,881.50	\$ 41.93
141-143	HIGH	\$ 8,500.00	\$ 101.50
66	W HIGH	\$ 2,000.00	\$ 43.00
8	SPRUCE	\$ 500.00	\$ 29.50
136	ROCKY HILL RD	\$ 1,000.00	\$ 34.00
138-140	HIGH	\$ 4,764.00	\$ 67.88
187	BLACKWATER RD	\$ 4,287.00	\$ 63.58
423	MAIN	\$ 17,500.00	\$ 182.50
10	DEPOT	\$ 2,500.00	\$ 47.50
25	GRAND	\$ 2,400.00	\$ 46.60
125	HIGH	\$ 4,290.00	\$ 63.61
331A	HIGH	\$ 9,000.00	\$ 106.00
130	MAPLE	\$ 36,000.00	\$ 349.00
14	INDIGO HILL	\$ 180.00	\$ 27.16
152B	INDIGO HILL	\$ 10,892.00	\$ 123.03
11	BERNIER	\$ 35,547.33	\$ 344.93
64	STACKPOLE	\$ 29,580.00	\$ 291.22
354	MAIN	\$ 1,900.00	\$ 42.10
<b>Totals</b>		<b>\$ 428,737.13</b>	<b>\$ 4,683.44</b>

**Permit Receipts as of SEPTEMBER 30<sup>TH</sup>, 2021**

<b>PERMIT RECEIPTS</b>					
	2019	2020	2021	DIFFERENCE this year to last	% OF CHANGE
January	\$2,892.72	\$13,195.23	\$8,599.31	<b>-\$4,595.92</b>	<b>-34.8%</b>
February	\$14,382.00	\$13,438.09	\$6,590.61	<b>-\$6,847.48</b>	<b>-51.0%</b>
March	\$11,377.66	\$24,077.27	\$46,242.60	\$22,165.33	92.1%
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	\$46,134.98	\$22,311.90	93.7%
September	\$12,040.79	\$23,396.60	\$13,805.11	<b>-\$9,591.49</b>	<b>-41.0%</b>
October	\$25,228.33	\$16,152.79	\$0.00	N/A	
November	\$25,526.43	\$12,376.38	\$0.00	N/A	
December	\$8,211.20	\$6,925.03	\$0.00	N/A	
<b>Year total</b>	<b>\$247,515.34</b>	<b>\$193,817.84</b>	<b>\$253,612.84</b>	<b>\$95,249.19</b>	
Difference of change this year to last (completed months only)	\$188,549.39	\$158,363.65	\$253,612.84	\$95,249.19	60.1%



### Property Maintenance September 2021

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

	Location	Complaint Type	Date of Complaint	Notifications Issued	Status
15	Buffumsville	MPV	3/13/20	CN, NOV	COMPLETED
1	Silver	Trash	9/12/21	CN	COMPLETED
110-176	Tri City Plaza	Trash	9/7/21	CN	COMPLETED
113	Union	Grass	9/20/21	CN	COMPLETED
12	Pinewood	Zoning Violation	9/23/21	CN	COMPLETED
123	Main	Trash	9/16/21	CN	COMPLETED
131-133	High	Structure Violation	9/7/21	CN	COMPLETED
14	Union	Trash	9/17/21	CN	COMPLETED
15	Prospect	Structure Violation	7/16/21	CN	COMPLETED
18	High	Grass	9/13/21	CN	COMPLETED
19	Myrtle	Housing Violation	9/15/21	CN	COMPLETED
2	Sinclair	Grass	7/21/21	CN	COMPLETED
20	Walnut	Trash	9/4/21	CN	COMPLETED
20-22	Spring	Trash	9/13/21	CN	COMPLETED
20-30	Market	Sign Violation	7/21/21	CN	COMPLETED
21	Grove	MPV	8/27/21	CN	COMPLETED
223	High	Grass	9/19/21	CN	COMPLETED
283-285	Main	Trash	9/24/21	CN	COMPLETED
31	Green	Trash	9/17/21	CN	COMPLETED
322	High	Grass	9/22/21	CN	COMPLETED
338	Main	Grass	6/18/21	CN	COMPLETED



355	Main, #1	Structure Violation	9/11/21	NOV	COMPLETED
42-46A	Green	Trash	9/1/21	CN	COMPLETED
42-46A	Green	Trash	9/26/21	CN	COMPLETED
44	Market	Trash	9/22/21	NOV	COMPLETED
48	Green	Trash	9/9/21	CN	COMPLETED
48	Green	Trash	9/22/21	CN	COMPLETED
497	High	Grass	9/7/21	CN	COMPLETED
50	Market	Trash	9/25/21	CN	COMPLETED
61	Winter	Trash	9/22/21	CN	COMPLETED
62	Green	Trash	9/9/21	CN	COMPLETED
62	Green	Trash	9/22/21	CN	COMPLETED
65	Green	Public Health	9/14/21	CN	COMPLETED
70	Winter	MPV	9/13/21	CN	COMPLETED
81	Union	MPV	5/7/21	NOV	COMPLETED
9	Silver	Trash	9/12/21	CN	COMPLETED
1	Beacon	Trash	9/30/21	CN	PENDING
82	Franklin	MPV	9/30/21	CN	PENDING
7-9	Green	Trash	7/21/21	CN, NOV	PENDING
5	Hickory	Structure Violation	7/12/21	CN, NOV	PENDING
23	Kathleen Faller	Grass	7/16/21	CN	PENDING
14	Laurier	Structure Violation	6/23/21	CN	PENDING
6	Lemelin Court	Structure Violation	5/26/21	CN	PENDING
40	Main	Dumpster Violation	6/18/21	CN, NOV	PENDING
20	Main	Dumpster Violation	6/23/21	CN	PENDING
20	Main	Dumpster Violation	9/7/21	CN, NOV	PENDING
12	Pinewood	Zoning Violation	6/29/21	CN, NOV	PENDING
35-37	Prospect Street	Dumpster Violation	6/23/21	CN	PENDING
24	Washington	Grass	6/18/21	CN	PENDING
115	Whitehouse	Sign Violation	8/2/21	CN, NOV	PENDING

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

- In the month of September, 2021, fifteen (15) open matters became compliant and were closed.
- In September 2021, the Code Compliance Office issued:
  - Thirty-six (36) Courtesy Notices;

- Ten (10) Violation Notices; and
- Two (2) Court Complaints.

## **COURT MATTERS – Active**

- **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. Sullivan – Stonebridge, LLC – 442 High St. (Firestone)**
  - New suit is being prepared due to repeated violations of the Site Plan Conditions of Approval, specifically, leaving the garage doors open while working on vehicles. (The Site plan specifically prohibited this as the property abuts residential single-family homes.)
    - Suit was filed against the Somersworth Retail, LLC on 9/28/2021.
    - However, the property recently transferred ownership, and as such, the new owner is being made aware of the ongoing compliance issues at the property, and will be given ample time to implement the requisite changes in practice.
    - Despite the change in ownership, the staffing responsible for adhering to the Planning Board's conditions of approval are effectively the same as they were under the prior ownership. As such, if the garage doors at the property remain open following this newest notice, the Code Compliance Office will be filing suit against the new owner.
- **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 September 2021:**

- No new applications.

### **Historic District Commission September 2021:**

- Chris Steinke 16 Winter Street, in the Residential Single Family/A with Historic Overlay (R1AH) District, Assessor's Map 11 Lot 178, HDC#14-2021. Application for a certificate of appropriateness to install a retaining wall was **approved.**
- Michael Crosbie, 138-140 High Street, in the Residential/Business with Historic Overlay (R/BH) District, Assessor's Map 10 Lot 161, HDC#15-2021. Application for a certificate of appropriateness to repair existing deck was **approved.**
- Somedowntown LLC, 60 High Street, in the Business with Historic Overlay (BH) District, Assessor's Map 11 Lot 214, HDC#16-2021. Application for a certificate of appropriateness to install new signage made of PVC was **approved.**
- Woodard Openo, 25 Grand Street, in the Historic Moderate Density (HMD) District, Assessor's Map 11 Lot 16, HDC#17-2021. Application for a certificate of appropriateness to construct a shed addition was **approved.**

#### **Planning Board September 2021:**

The Planning Board reviewed the following:

- CONTINUED: Carlton Spencer Jr & Sherri Bolin 279 Green Street, in the Residential Single Family (R1) District, Assessor's Map 18 Lot 45, SUB#05-2020. Application for a 5 lot conventional subdivision by special use permit was **withdrawn.**
- A3H Holdings LLC, is seeking conceptual site plan review for a proposed car wash on a property located at 436 High Street, in the Residential/Commercial (R/C) District, Assessor's Map 38 Lot 1A, SITE#12-2021 **No action required.**

#### **Site Review Technical Committee August 2021:**

- MACK V Development, LLC is seeking site plan approval for a 19,097 SF retail building with outdoor and sidewalk display and infrastructure on a property located at 211 Route 108 Terrascape Parkway, in the Commercial Industrial (CI) District, Assessor's Map 44 Lot 10 and 24, SITE#13-2021

#### **Zoning Board September 2021:**

The Zoning Board of Adjustment reviewed the following:

- Aspen Dental by Tracey Diehl, 8 Tri City Plaza, in the Residential/Commercial (R/C) District, Assessor's Map 40 Lot 5C, ZBA#11-2021. Application for a Variance from Section 19.20.D.4.a to allow two (2) wall signs that total in 67 SF was **denied.**

#### **Economic Development – September 2021**

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

- Most exciting is that a partnership between the City of Somersworth and the SBDC has been established, to provide Somersworth an on-site business councilor on the second Tuesday of each month. The first meeting is scheduled for October 12, 2021 in executive conference room.

- **New Commercial - Business Vacancy and/or For Sale** (and /or Lease)
  - National Guard Site. The team is working with SRPC for a grant for environmental remediation, and long- range planning for the best use of the site in the future
- **New Commercial - Business Tenants:** Certificate of Occupancy issued
  - Emerge Hair Salon & Novelty Gift
  - Terracea
- **Potential Commercial - Business Exploring:** Business considering Somersworth
  - 1) Newburyport Savings Bank @ 500 High Street
  - 2) Village Winery @ TBD downtown location
- **Committed Commercial /Business: In Process:** Committed to occupying commercial Space or Land in Somersworth, 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
- **Miscellaneous:** Business-Related Activity
  - ✓ Brand Identity & Image: Media and Press Relationship development continues
    - Created new *Information Center* for Business use
    - Fosters Daily Democrat Article focused on: *Wm. Poole Confections* opening
    - CGI Video - which resulted in 30 residents, 20 business people, and 4 parks being filmed - second draft showed more local photos
    - Red Fish -Blue Fish sought assistance in finding new storage space, and secured a site in the new *Industrial Incubator* at 100 Tri-City Road
    - 155 new business from 2013 to September 2021 – with only 28 that have gone out of business or relocated.
    - 35 Business in some phase of the process of considering and/or locating in Somersworth
- **Downtown Roundtable:** Meets the first Monday of each month @ 9:00 via ZOOM
  - ✓ Downtown Roundtable in process to “refresh” for 2022 – Therefore the November 1 meeting will be dedicated to identify new goals
- **Community Advocacy:** ZOOM Meetings & Roundtables
  - ***The Highlight of this section is the City and SBDC “Inclusivity Project”***
    - ✓ Weekly: Seacoast Region - Economic Development Stakeholders (SEDS) – Focused on “Build Back Better Regions “. Federal Grant facilitated by UNH and SRPC
    - ✓ Weekly: State -BEA - Economic Development Roundtable -Commissioner Caswell
    - ✓ Monthly: Downtown Roundtable ( No September or 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)

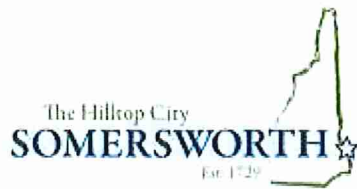
**Parks & Recreation- September 2021**

- Our 6-week Pee Wee Soccer program started on Saturday, Sept. 11<sup>th</sup>. We have 26 kids registered and we were able to take all the kids on our wait list. This beginner program is designed to teach the basic fundamentals of soccer through age-appropriate games and drills. We have 3 teams this year coached by the Rec Supervisor and parent volunteers.
- Staff are busy planning for our upcoming Halloween contests. This year we're offering 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. 24<sup>th</sup> in order to be eligible for voting. Judges will visit houses between Oct. 26-28 and the 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> place winners will be announced on our Facebook page on Friday, Oct. 29<sup>th</sup>. Winners will receive a Home Depot gift card (1st place- \$100, 2<sup>nd</sup>- \$75, & 3<sup>rd</sup>- \$50).
  - The Halloween Youth Costume Contest is open to Somersworth children ages 3-14 this year. Registration deadline and costume photo submissions are due by October 27<sup>th</sup> 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 27<sup>th</sup> 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.
- Recreation Supervisor, Kristen, participated in a one-day free Youth Mental Health First Aid training sponsored by Berwick Parks and Recreation and the Choose to Be Healthy Coalition. This training will provide our staff with the skills to respond in a crisis or non-crisis mental health situation, it will help us understand and identify signs of mental health challenges and concerns, and will provide staff the confidence to be a helper in a crisis situation. This training is especially important as we're noticing more and more mental health challenges with children in our Summer Camp and other programs.
- We created a QR code that can be scanned by cell phones and will direct you to our city park webpage. The QR code is available in the park message board outside the dog park at Millennium Park, it's on the park display board downstairs at City Hall, and on the display board upstairs at City Hall near the doors. Our goal is to promote the wonderful parks this

city has to offer. We have also been busy updating the photos on the park webpage to make it more vibrant and inviting.

- We're currently working on updating the new park inventory book which is updated every 3-4 years. This book is a resource to show all the great recreational facilities and amenities Somersworth has to offer.





## MEMORANDUM from Director Public Works & Utilities

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**TO:** Robert M. Belmore, City Manager

**DATE:** October 11, 2021

**SUBJECT:** Public Works Department Monthly Report for September 2021

**FROM:** Michael Bobinsky, Director of Public Works & Utilities

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### DIRECTOR'S COMMENTS

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

- Continued efforts to meet with several property owners that have property abutting the sidewalk improvements along the High Street corridor and on Lenox Court to secure needed easements from property owners needed for permanent or temporary construction access in order to construction the new sidewalk/pathway improvements. Staff secured over 2/3 of the easements needed during this reporting period. Staff informed the 4 unsigned property owners that the sidewalk improvements projects will be on hold until they sign off on the needed easements.
- Highway personnel prepared the Forest Glade Cemetery for the upcoming Talking Tombstone event at the Cemetery planned for October 2. Staff communicated with JLG Landscape on the mowing needs at the Cemetery as well.
- The local Daughters of the American Revolution (DAR) contacted our office to request permission to clean the gravestone of Cora Stickney –Harper, she is buried at Forest Glade Cemetery and has a family member connected to the Revolutionary War. The volunteers will sign volunteer release forms, use approved stone cleaning products and plan the work in early October.
- Cemetery Road reconstruction project is continuing to make noticeable progress. Major work includes installation of water, sewer and storm drainage along the road. SUR Construction is focusing on utility work from the Maple St to Memorial Drive. The plan is for base pavement to be applied on Cemetery Road, from Maple Street to Memorial Drive 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.
- Work with staff and the City Manager's office on completing a draft of the Year 3 MS4 annual storm water report. The report was filed with NHDES in late September. The report is required to meet certain standards of the City's stormwater discharge permit.
- Attended SRTC meetings
- Participated in staff discussions on proposed amendments to Chapter 12 Streets and Sidewalk Ordinance addressing outdoor dining. City Council to hold a public hearing on the proposed changes at the October 11, City Council meeting.

- Joined the engineering project team and a representative of EPA at the Blackwater Road Superfund Site to conduct well monitoring and sampling testing.
- Attended Cemetery Trustees meeting, though due to lack of quorum formal meeting did not occur.
- Attended a City Council meeting
- Apex is continuing to make progress on the WWTF upgrades. 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 follow up on resident complaints and concerns
- Reviewed and approved several driveway permit applications and trench permit applications from utility companies with the City Engineer
- Epoch Preservation completed repair work at identified burial monuments near the center of Forest Glade Cemetery. Repair work involves cleaning surfaces, repairing cracks, straightening and in some cases re pinning monuments to bases.

## **HIGHWAY DIVISION**

### ***Operations / Maintenance:***

- 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
- Repaired and built new barricades for festival
- Installed RxR signs on Rocky Hill Rd and Whippoorwill Way Per Federal Railroad Administration Inspector
- Reinstalled street signs damaged during accidents (invoiced to Finance)
- Burned the Malley Farm Brush pile.
- Repaired a failing basin at 87 Buffumsville Rd
- Continued repair work on the concrete Main St side walk near Veterans Memorial Park
- Mowed Blackwater Landfill (as much as we could that wasn't flooded and muddy) inspected all vents before EPA site inspection
- Built a flower pot for the Welcome to Somersworth Sign in downtown at Market Street.
- Removed and replaced ceiling tiles that were stained from roof leaks at the DPW Facility office area. (have a quote to replace all flashing and boots around vents to eliminate leaks)

### ***Recreation:***

- Winterized the Noble Pines irrigation system.

- Removed a downed tree at Mast Point Dam

#### *Cemetery:*

- Cleaned up Cemetery grounds in preparation for Talking Tomb Stones event scheduled for Saturday October 2
- Worked with Northeast Arbor Tech to remove a very large hazardous maple tree in the north central portion of the Cemetery.
- Removed limbs and leaves from Horne Cemetery a volunteer had collected

#### *Water Distribution Support:*

- Assisted with a Curb box replacement at 6 Jessica Ct
- Assisted with a water break at 2 Ron Wyn Dr, to include paving, curb replacement, and walkway restoration
- Mowed outside the fence at the water plant

#### *Sewer Collections Maintenance:*

- Removed and replaced a manhole at 51 Myrtle St
- Removed and replaced a manhole at Grand and Highland
- Removed and replaced a manhole at 19 Cinnamon Ridge
- Removed and replaced a manhole at 25 Cinnamon Ridge
- Removed and replaced a manhole at 4 Acorn
- Removed and replaced 2 manholes on High St
- Removed and replace a manhole at 31 Grand St.
- Removed and replaced a manhole at 40 Prospect St
- Removed and replaced 2 manholes at 21 Grand St
- Removed and replace a manhole at Myrtle and Locke
- Responded to 126 DigSafe requests to mark out City utilities at designated locations.

### **ENGINEERING DIVISION**

- Attended Seacoast Stormwater Coalition meeting.
- 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.
- Completed oversight/inspection of Cemetery Road project.
- Completed oversight/inspection of Atlantic Broadband fiber installation at designated locations.
- Completed several TAP Grant easement meetings with effected residents.
- Completed and submitted 3<sup>rd</sup> year annual MS4 stormwater report to EPA and State NHDES.
- Assisted in completion of LCHIP grant closeout.
- Completed Water CO inspections



## WASTEWATER DIVISION

### *Operations/Maintenance:*

- Operating under the (MUCT) process which is used during the summer months. During this time, we have strict phosphorus and ammonia nitrogen limits in addition to the Biochemical Oxygen Demand & Total Suspended Solids requirements. The summer season runs from May 1<sup>st</sup> thru September 30<sup>th</sup>.
- Optimizing both aeration trains 1 and 2. This transition has gone well and the process (microorganisms) are reacting favorably to the change. No permit exceedances or odor complaints have been reported during this time.
- Staff continues with an assortment of training related to the new equipment. Once we become proficient, Plant staff will start drafting new Standard Operating Procedures (SOP's) for each new piece of equipment and functional areas.
- Lamprey Landfill Cooperative has begun discharging flow to the influent of the wastewater treatment facility. Staff has set their discharge permit rate not to exceed 9,000 gallons per month.
- Started up the new Secondary clarifier and associated equipment. After a few minor issues, staff is pleased to report it's operating as intended.
- Recorded one high flow events (in excess of 4.0 MGD) which caused Plant personnel 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 no permit exceedances for the month of September.
- Treated a total of 37-million gallons of wastewater during the month.

### *Industrial Pretreatment Program (IPP):*

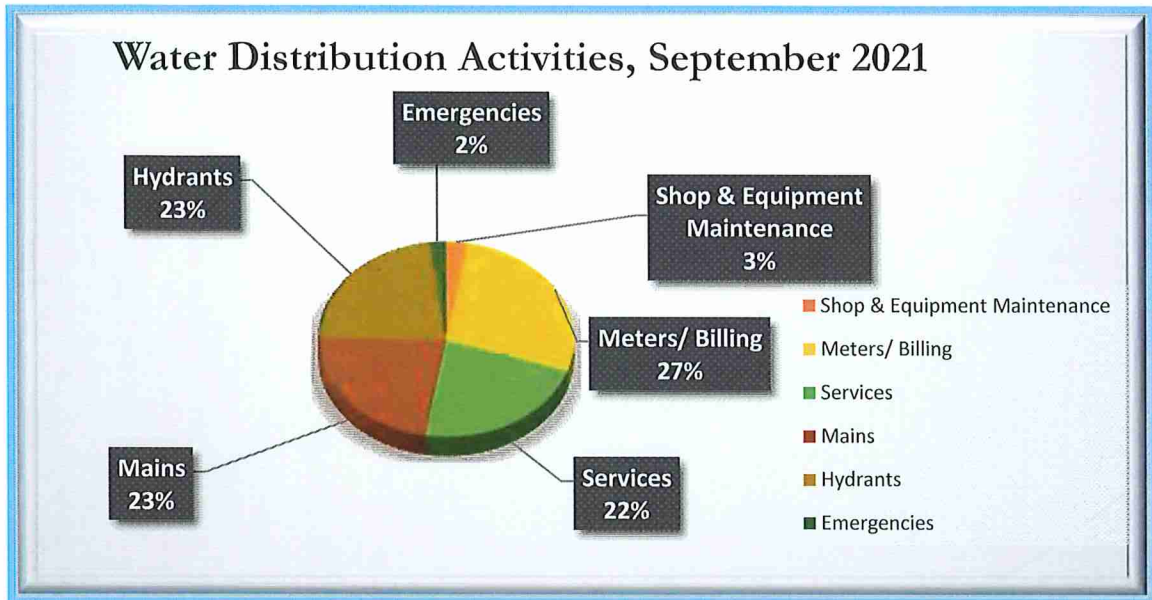
- Issued a Commercial User permit to the Lamprey Regional Cooperative.
- Working with Patriot Tractor on issuing this business a Commercial User Permit.

### *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 is projected to be – January 27, 2022.
- Recent construction activities include; Placing the new Secondary clarifier in service. Installing new centrifuge conveyor system, demolition of remaining sludge pumps & installation of new sludge pumps, installed all new fencing that was disturbed by construction, laid base coat paving on driveway.

## WATER DISTRIBUTION

- Water Distribution operators completed 130 work orders and service requests in the month of September.
- The team responded to Jessica Ct. when a water service was hit by a Broadband contractor and after a thorough investigation, the problem was resolved.
- Initiated winter prep for hydrants and water shut offs at designated parks, cemeteries.
- Provided assistance to the Fire Department, SUR, and T&S Construction.



## WATER TREATMENT

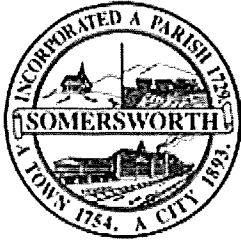
### *Items completed this month:*

- Bacteria's and TOC's water quality reporting completed
- Pumped 39,497,813 gallons of raw water
- Filtered and pumped to the city 36,117,469 of finished water
- Opened equalization basin and returned to blending raw water
- Completed annual plant sampling for nitrate, VOC, SOC, IOC, and combined radium
- Attended meeting with City management for upcoming CIP FY23-FY28
- Laviolette controls programed alarms for sanitary sewer on SCADA
- RJC electric worked with site contractor for compressor head #1 repairs
- Received new polymer feed pump
- Attended interviews for vacant Water Distribution Operator position.
- Repaired Actiflo area sump pump line
- Repaired leaks on finish and raw caustic manifolds
- Began assembling a water meter replacement program for next year Water Fund CIP
- Troubleshoot issues with Hach TOC analyzer
- Assembled fall flushing schedule for week of 10/10

- Completed service renewal for manganese analyzer
- Completed chemical bid sheets for SMRWC bidding year 2022

*Action items:*

- FY 2023-2028 CIP



## *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: October 18, 2021  
Subject: Monthly Report – Month of September 2021

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Bob:

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

### **COMMUNITY POLICING:**

September 1<sup>st</sup> was National Police K9 Day. K9 Bravo and his handler, Officer Deschenes' service to the City was acknowledged. K9 Bravo came to us in October, 2018. Both he and K9 Officer Deschenes have gone through many extensive trainings to become the great team they are today. K9 Bravo has been described as a "phenomenal dog" by a professional K9 handler early on in his training and both K9 Bravo and K9 Officer Deschenes have proven that many times.

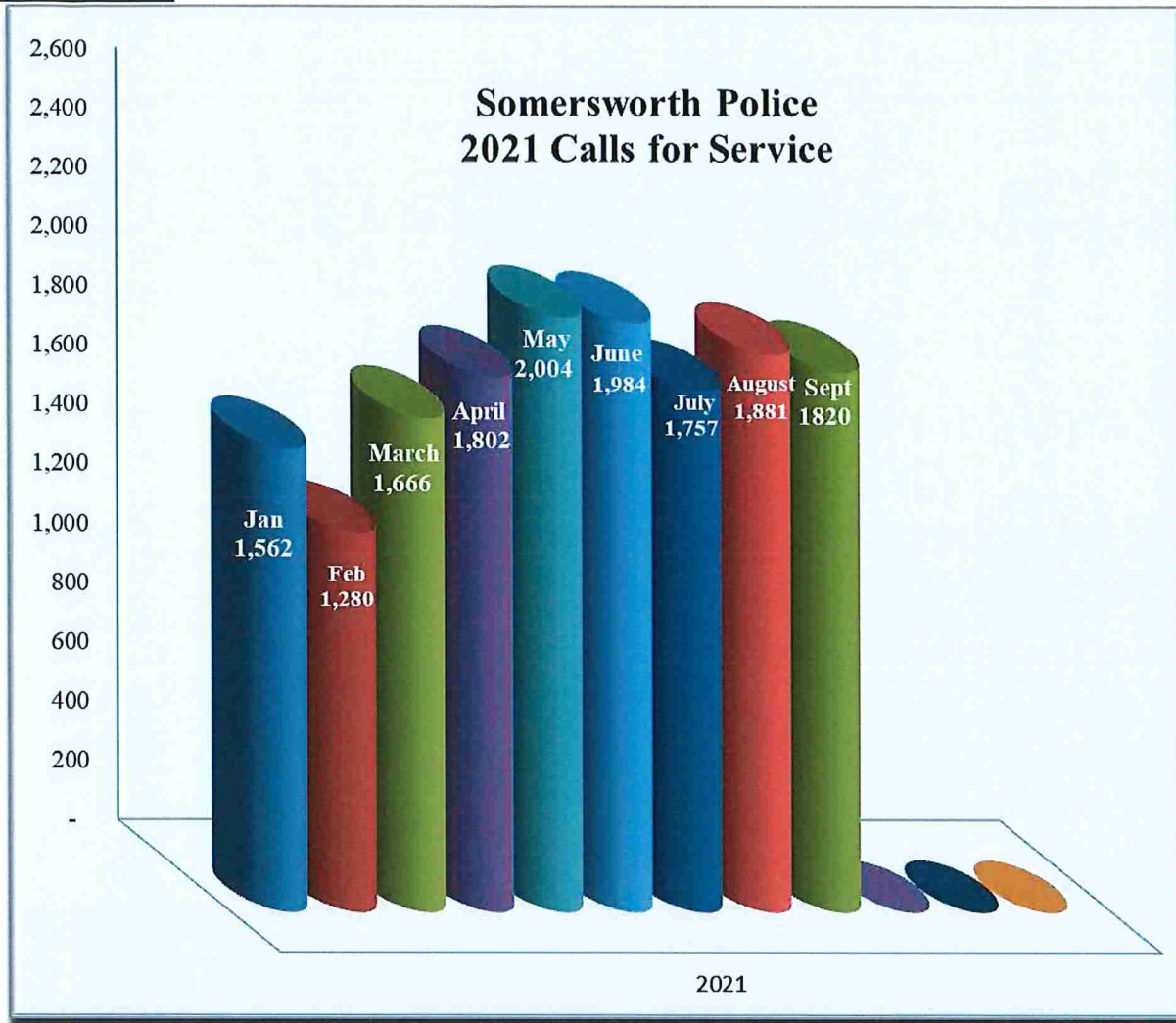
### **STAFFING:**

- Sergeant Mele resigned effective 9/16/21 to be employed by the FBI.
- Kyle Kochanowicz, a certified officer from Nottingham Police was hired on 9/27/21 and is currently in field training.

### **TRAINING:**

Officers received training in FBI Leeda Supervisor Institute and Undercover Management School.

## 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	0	1,937	1,906	2,123
Nov	0	1,717	1,860	2,055
Dec	0	1,513	1,995	1,936
TOTAL	15,756	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](mailto:gkramlinger@somersworth.com)

**Business: (603) 692-3457**  
Fax: (603) 692-5147  
[www.somersworth.com](http://www.somersworth.com)

18 October, 2021

To: Mr. Robert Belmore, City Manager

Subject: September 2021 Monthly Fire Department and Emergency Management Report

1. The new fire station project is gaining momentum. The temporary wall between apparatus bays number 2 and number 3 was completed early in the month. Subsequently, the portion of the station to be demolished in Phase I was sealed from the inside and remediation of hazardous substances began with completion anticipated in early October. Coordination with Harvey Construction and the sub-contractors has been excellent.
2. Engine-2, our 1996 Spartan/Central States pumper served the city well but, time and advancing technology necessitate retirement from firefighting duties after 25 years of faithful service. The truck will begin a new life suppressing demolition dust after being sold for \$10,000 to the JDC Demolition Company of Boston.
3. The DPW mechanic coordinated annual preventative maintenance and repair work for the Department's fire apparatus and vehicles. Annual pump, aerial ladder, and ground ladder testing and certification were as also successfully completed during the month.
4. Fire Department personnel participated in the community wide, 20th anniversary 9-11 remembrance ceremony held at St Martin's church by placing 343 flags in the shape of 9-11 in honor of the 343 FDNY members killed in the terrorist attacks.
5. The importance and benefit of a layered emergency medical service (EMS) system was reinforced when first arriving City of Somersworth Fire Department emergency medical technicians (EMTs) administered epinephrin to a citizen who was in severe respiratory distress after suffering multiple bee stings.

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

	September 2020	September 2020
EMS Related	64	56
MVA no injuries	6	5
Down Power Lines	1	2
Fires (all types)	3	11
All Other Hazards	44	54
Total	118	128

7. We continue to receive outstanding cooperation and response from Stewart's Ambulance Service. Average response time for the latest reporting period of August 2020 is an excellent 3:55.
8. Please feel free to contact me with any questions or concerns.

Respectfully submitted

George D. Kramlinger  
Fire Chief / EMD  
City of Somersworth





**\*\*AVAILABLE FOR IMMEDIATE RELEASE\*\***

**October 21, 2021**

**Contact:**

Rad Nichols  
[rnichols@coastbus.org](mailto:rnichols@coastbus.org)  
603-516-0782

**COAST to Offer Free Rides to the Polls on Municipal Election Day**

**Dover, NH** – COAST is honored to offer free rides to anyone on their way to vote on Municipal Election Day, Tuesday, November 2. As a reminder, masks are required on all COAST vehicles.

While the COAST public transit system does not provide transportation to each individual polling station directly, their hope is to encourage voters to get to the polls by eliminating the barrier of transportation costs.

All passengers need to do is tell their driver that they are on their way to vote, or on the way back from voting, and they will not be charged for the ride.

Not sure where your polling place is? The Secretary of State's website can help you find it - <https://app.sos.nh.gov/Public/PollingPlaceSearch.aspx>

ADA, Route 7 On-Demand, and Portsmouth Senior Transportation Clients: Please call TripLink for details 603-834-6010. Should we have capacity constraints for trips to the polls on these specific services, we may offer alternative travel times throughout the day.

The Cooperative Alliance for Seacoast Transportation (COAST) has provided public transit service to the Seacoast New Hampshire region since 1982. COAST is a non-profit agency, operating a regional public transit system that relies primarily on federal and local government support to operate. COAST is governed by a board of directors representing the communities served, two regional planning commissions, and many local and state agencies. COAST's vision is to be an innovative leader in providing a broad range of public transportation services, connecting, and coordinating a robust network of transportation options for everyone.

**- END -**