

Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members

FROM: Robert M. Belmore, City Manager

DATE: Friday, September 3, 2021

SUBJECT: City Manager's Report for City Council Meeting on Tuesday, September 7, 2021

Unfinished Business (under Section 14 of Agenda)

Ordinances

A. Ordinance No. 2-22: To Amend Chapter 12, Streets and Sidewalks. This Ordinance was referred to Public Works & Environment Committee.

New Business (under Section 15 of Agenda)

Resolutions

- A. Resolution No. 7-22: Authorizing the City Manager to Acquire Easements Associated with the Transportation Alternatives Project (TAP) Grant, Congestion Mitigation and Air Quality (CMAQ) Grant, and the Cemetery Road Complete Street Project. As you see in this Resolution, some of these easements are temporary and some are permanent. The permanent easements will be recorded at the Registry while the temporary easements will sunset after construction.
- B. Resolution No. 8-22: To Authorize the City Manager to Convey a Gas Line Utility Easement to Northern Utilities, Inc., doing Business as Unitil. The Public Works & Environment Committee met on August 4th and supports the relocation of Unitil's Natural Gas Station at the corner of Bartlett Avenue and Maple Street to the Public Works' "boneyard"/lay down area for surplus materials and snow storage on City Property (the so-called former Turcotte Pit). Unitil has agreed to pay \$10,000 for the Easement. Please note that this easement was surveyed at Unitil's expense; in addition, Unitil also had their present gas line surveyed which assisted the City to meet the recent EPA requested actions regarding the adjacent Superfund Site. Finally, through these discussions and this partnership, Unitil officials have placed a natural gas line extension to the Police and Public Works facilities onto their short-term expansion plans. Attached is a copy of the Proposed Easement, which has been reviewed by City Attorney as well as copies of the preliminary proposed plan and structure. This project will require review at the Site Review Technical Committee level and Planning Board Approval.

- C. Resolution No. 9-22: Authorizing the City Manager to take the Necessary Steps to Discontinue Caiman Drive and Seamore Drive. The Public Works & Environment Committee met on August 4th and voted to support discontinuing these recently accepted roads so that a proposed 160,000 square foot warehouse construction project could move forward on this property. Attached is a copy of a letter from the property owner's representative Robert Stowell of TriTech Engineering regarding this request.
- D. Resolution No. 10-22: To Authorize the City Manager to Order a Utility Van for the Water Distribution Division. City Council appropriated \$61,200 in the Water Enterprise Fund for the purchase of a new vehicle for the Water Distribution Division. Staff has been informed that the present cost for the chassis (\$33,079) and body (\$21,844) is approximately \$54,923. The body cost quoted is only good until 9/29/21. Attached is the email correspondence received from the dealer in this regard. Please note that this is a replacement vehicle and the plan is to sell the vehicle it is replacing on GovDeals.

Other

- A. Vote to Authorize the City Manager to Enter into a Memorandum of Understanding with the New Hampshire Small Business Development Center to Provide City Hall Office Space for Economic Development Outreach. Attached is a copy of Memorandum of Understanding (MOU) which will allow for office space for an SBDC Business Advisor to conduct office hours at City Hall to support Economic Development and to support our Business Community partners. The proposed office hours will start taking place once a month and initially will be planned for the second Wednesdays from 10am-6pm. Further outreach and announcements will be disseminated as appropriate if approved.
- B. Vote to Enter into an Agreement with the City of Dover, City of Rochester, and Community Action Partnership of Strafford County to Operate an Emergency Cold Weather Warming Center at 30 Willand Drive in Somersworth from November 29, 2021 through April 1, 2022. Attached is a copy of the "Draft" Agreement.
- C. Set Polling Hours for the November 2, 2021 Municipal Election

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

Informational Items

- 1. City Project Budgets: Wastewater Treatment Plant & Cemetery Road Complete Streets. Attached is a copy of a Memorandum from Finance Director Scott Smith that provides a preliminary budget estimate regarding these two projects.
- 2. Solar. Within the past few months, the City has been approached by two companies interested in developing a Solar Array on our Sanitary Landfill Superfund Site. Although we have tried twice to reach a mutually beneficial agreement for this potential project, perhaps the third attempt will be the charm. Therefore, without objection, I intend to issue another Request for Proposal (RFP) for this potential project.

- 3. Veterans Memorial at Stein Park. Presently, there is \$24,136 left in the Veterans Memorial Project Budget that was approved by the City Council. Without objection, I will be authorizing additional planting and irrigation work at the site to be completed by Rye Beach Landscaping. I have attached a copy of their proposed contract work. Reminder: The City Manager has spending authority up to \$25,000.
- 4. Body Worn Camera Grant. Attached is a Memorandum from Captain Russell Timmons regarding the Command Staff's research into acquiring body worn cameras for our sworn Police Officers. I have authorized our application for a matching Grant of \$27,160 to purchase thirty-one (31) cameras. Should we be successful, staff will work through the appropriate Council Committees before presenting to the full Council for acceptance and implementation of this program.
- 5. National Guard Phase II Environmental Site Assessment (ESA). The Strafford Regional Planning Commission (SRPC) has approved the utilization of their County Assessment Grant Funding so that Nobis Engineering can complete a Phase II ESA for the City for the National Guard site. The Phase I ESA was already accomplished by Nobis Engineering with SRPC's Grant assistance.
- 6. Sale of Engine 2. This on-going saga of the sale of Engine 2, 1996 Spartan fire apparatus, has concluded for the sum of \$10,000.

Attachments

- 1. City Attorney Certifications Four (4)
- 2. City Charter Change to Ward Boundaries
- 3. Director Michelle Mears Memorandum Re: Planning Board Appointment Recommendation for SRPC Commissioner



City of Somersworth – Resolution

Resolution No:

7-22

AUTHORIZING THE CITY MANAGER TO ACQUIRE EASEMENTS ASSOCIATED WITH THE TRANSPORTATION ALTERNATIVES PROJECT (TAP) GRANT, CONGESTION MITIGATION AND AIR QUALITY (CMAQ) IMPROVEMENT PROGRAM GRANT, AND THE CEMETERY ROAD COMPLETE STREETS PROJECT

September 7, 2021

WHEREAS, the City is currently designing and/or constructing infrastructure improvements through the Transportation Alternatives Project (TAP) Grant, the Congestion Mitigation and Air Quality (CMAQ) Improvement Program Grant, and the Cemetery Road Complete Streets Project; and

WHEREAS, to effectively and efficiently complete these projects the City needs to acquire some permanent and/or temporary easements on the following properties in the project areas;

Cemetery Road-Complete Streets Project

Parcel ID	Physical Address	Permanent/Temporary
13-56-0	5 Cemetery Road	Permanent
13-55-0	7 Cemetery Road	Permanent

CMAQ project - Traffic Signal System Upgrade Improvements

Parcel ID	Physical Address	Permanent/Temporary
36-45A	396 High St	Temporary
37-04	400 High St	Temporary
37-09	6 Waltons Way	Permanent
37-10	59 Waltons Way	Permanent
42-35	11 Andrews Rd	Permanent
40-5	110-176 Tri City	Temporary
40-56	481 High St	Temporary
40-09	506 High St	Permanent
40-51	503 High St	Permanent

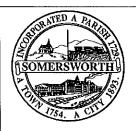
TAP Grant - Sidewalk and Pedestrian Improvements

Parcel ID	Physical Address	Permanent/Temporary
14-42	229 High Street	Temporary
14-17	130 Franklin Street	Temporary
14-16	128 Franklin Street	Temporary
14-33	222 High Street	Both
14-21	117 Franklin Street	Temporary
14-21A	214 High Street	Both

14-32	210 High Street	Temporary
14-27	11 Garden Street	Both
14-29	200 High Street	Both
10-88	188 High Street	Both
10-87	186 High Street	Both
10-86	184 High Street	Both
10-85	178 High Street	Both
10-113	174 High Street	Permanent
10-112	172 High Street	Both
10-111	96 Washington Street	Both
22-57-1A	4 Lenox Street	Temporary;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to acquire the aforementioned easements associated with the TAP grant, CMAQ improvement program grant, and Cemetery Road complete streets project.

Authorization Sponsored by Councilors:	Approved:
David A. Witham Donald Austin Nancie Cameron Martin P. Dumont, Sr.	City Attorney



City of Somersworth – Resolution

Resolution No:

8-22

TO AUTHORIZE THE CITY MANAGER TO CONVEY A GAS LINE UTILITY EASEMENT TO NORTHERN UTILITIES, INC., DOING BUSINESS AS UNITIL

September 7, 2021

WHEREAS, Northern Utilities, Inc., doing business as UNITIL, currently operates a natural gas transmission line on Bartlett Avenue; and

WHEREAS, UNITIL has approached the City with a plan to move their gas transmission line to property owned by the City of Somersworth that is commonly known as the Turcotte Pit off Maple Street; and

WHEREAS, this plan would require a 100-foot by 100-foot wide non-exclusive, permanent easement and right-of-way in, under, across, and over the easement area for the purpose of installing, operating, maintaining, inspecting, removing, repairing, and replacing Gas Facilities with its associated pipes, manholes and appurtenances and also storage of equipment and materials associated with the Gas Facilities operations; and

WHEREAS, UNITIL has agreed to purchase this permanent easement from the City of Somersworth for a sum of \$10,000 (Ten Thousand dollars);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to convey a gas line easement to Northern Utilities, Inc., doing business as UNITIL, on City owned property commonly known as the Turcotte Pit off Maple Street, for the sum of \$10,000 (Ten Thousand dollars), and to take any additional actions required to convey this easement determined to be in the best interest of the City.

Sponsored by Councilors:	Approved:	
David A. Witham Martin P. Dumont, Sr. Kenneth Vincent Matt Gerding	City Attorney	

Return To: City of Somersworth, One Government Way Somersworth, NH 03878

GAS LINE UTILITY EASEMENT DEED

KNOW ALL BY THESE PRESENTS, THE CITY OF SOMERSWORTH NH, a municipal body politic, having a mailing address of City of Somersworth, One Government Way, Somersworth, NH 03878 hereinafter "Grantor," for consideration paid, grants to NORTHERN UTILITIES, INC., doing business as UNITIL, a corporation organized and existing under the laws of the State of New Hampshire and having a place of business at 325 West Road, Portsmouth, County of Rockingham and State of New Hampshire ("Grantee"), with quitclaim covenant, the perpetual right and easement, to enter upon Grantor's land located in City of Somersworth, County of Strafford and State of New Hampshire with persons, vehicles, and mechanical appliances to excavate, construct and install over, under or upon the same, maintain, operate, alter, repair, rebuild, inspect, replace in the same or different size, patrol, and remove a main or mains, conduit or conduits, pipeline or pipelines for the purpose of transporting and to transport natural and artificial gas, together with all necessary suitable foundations, manholes, regulator vaults, pressure regulation, measurement, and other related equipment and appurtenances meters, fittings, fixtures, equipment, communication equipment and appurtenances (collectively, the "Gas Facilities"), and also the storage of equipment and materials associated with the Gas Facilities operations, over a certain strip of land, being more particularly bounded and described as follows:

Easement Area:

Beginning at a point located in the southeasterly corner of land belonging to the City of Somersworth NH, known as Tax Map 34 Lot 8A;

Thence S 69° 42' 14" W 100 feet along other land of the City of Somersworth known as Tax Map 22 Lot 50;

Thence N 27° 24' 09"W 100 feet along land of the City of Somersworth known as Tax Map 34 Lot 8A; Thence N 69° 42' 14" E 100 feet along other land of the City of Somersworth known as Tax Map 34 Lot 8A

Thence S 27° 24' 09"E 100 feet along land of the City of Somersworth known as Tax Map 22 Lot 50; to the point of beginning

Also conveyed is the right to pass and repass as a means of access over and across the existing travelway as it currently exists from Maple Street to the Easement area with vehicles equipment and pipeline to perform all activities associated with the GAS FACILITIES.

The Easement Area and the Right of Way are depicted on a plan entitled Easement Plan City of Somersworth, The Turcotte Pit off Maple Street dated June 10, 2021 by Tritech Engineering to be recorded at the Strafford County Registry of Deeds.

Meaning and intending to describe a 100 foot x 100 foot wide non-exclusive, permanent easement and right-of-way in, under, across and over the Easement Area. This easement shall be for the purpose of installing, operating, maintaining, inspecting, removing, repairing, and replacing Gas Facilities with its associated pipes, manholes and appurtenances and also the storage of equipment and materials associated with the Gas Facilities operations.

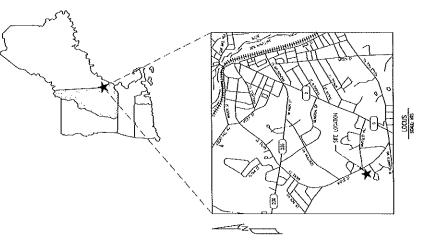
- 1. Grantor shall provide clear and unobstructed access over and around the regulator station to allow the Grantee access, at any time, to the pressure regulation and measurement equipment and facilities located within and around the regulator station.
- 2. Grantee is responsible for vegetation removal and shall have the right from time to time to clear and keep clear the Easement Area and an area 50 feet wide around the Easement Area of trees, branches, bushes, shrubs, roots, earth, undergrowth, snow, structures and all other obstructions, and to do any other work necessary for the purpose of constructing, maintaining, operating, repairing and replacing the pipeline or which, as determined by Grantee, may injure, endanger or interfere with the laying, relaying, constructing, maintaining, changing the size of and replacing the Gas Facilities.
- 3. Grantee is responsible to restore disturbed areas within the Easement Area and shall be at the Grantee's expense. The Easement Area shall be back-filled and restored to substantially the same condition as the area was prior to the disturbance using like or better materials. Grantee shall review with Grantor's Director of Public Works or his/her designee proposed restoration efforts prior to commencement of those restoration activities.
- 4. Grantor for itself, its successors and assigns reserves the use and enjoyment of the Easement Area provided that such use and enjoyment does not interfere with the perpetual use of the Easement Area by Grantee and further provided that no building, permanent structure, concrete sidewalk or pad will be installed, erected or constructed on or along said strip of land.
- 5. The Grantee agrees to indemnify and hold harmless the Grantor from any and all claims of damage or loss resulting from the Grantee's use of the Easement Area for the purposes described herein.

- 6. It is agreed that after installation the Gas Facilities installed within the Easement Area by the Grantee, whether fixed to the realty or not, shall be and remain the property of the Grantee.
- 7. All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devises, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.
- 8. The Grantor and Grantee acknowledge the Somersworth Sanitary Landfill Superfund Site, Blackwater Road Somersworth, New Hampshire 03878 Site 9800520225, Notice of Activity and Use Restrictions as identified in Book 4314 Page 23 and recorded at the Strafford County Registry of Deeds on August 4, 2015.

undersigned DATED this		caused this instrument to be executed by the, 2021
GRANTOR:	CITY O	F SOMERSWORTH
	By:	
	Robe	ert M. Belmore
		Manager
		uthorized by vote of the Somersworth
	City	Council dated:
STATE OF NEW HAMPSHIRE COUNTY OF The foregoing instrumen		pefore me this day of
, 2021 by Robert Belmon		
		ustice of the Peace/Notary Public
		rinted Name:
	N	fy Commission Expires:



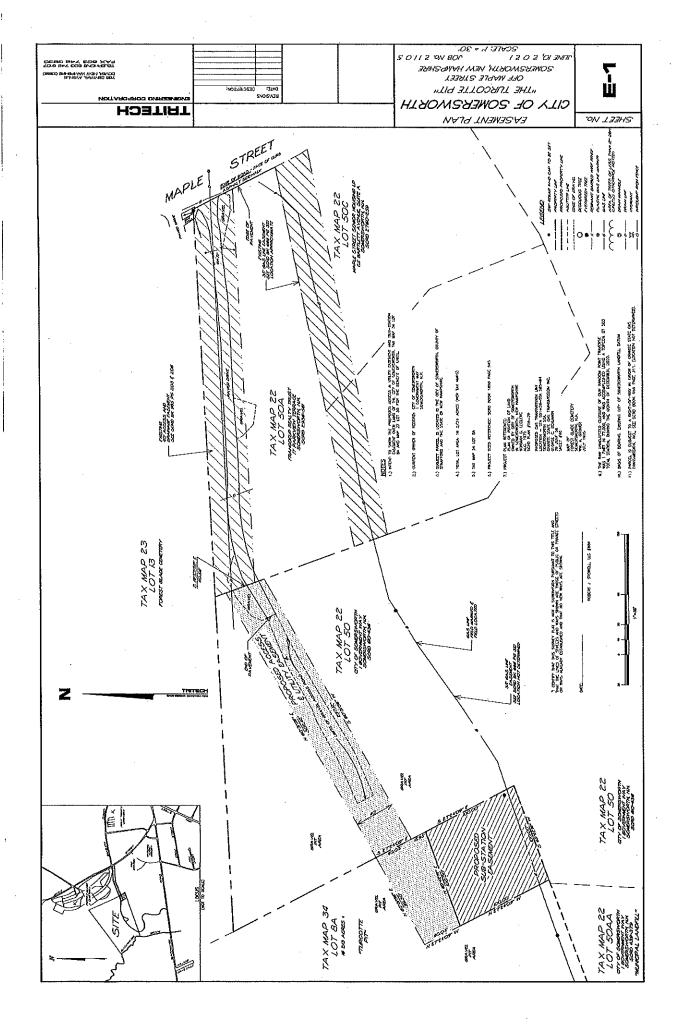


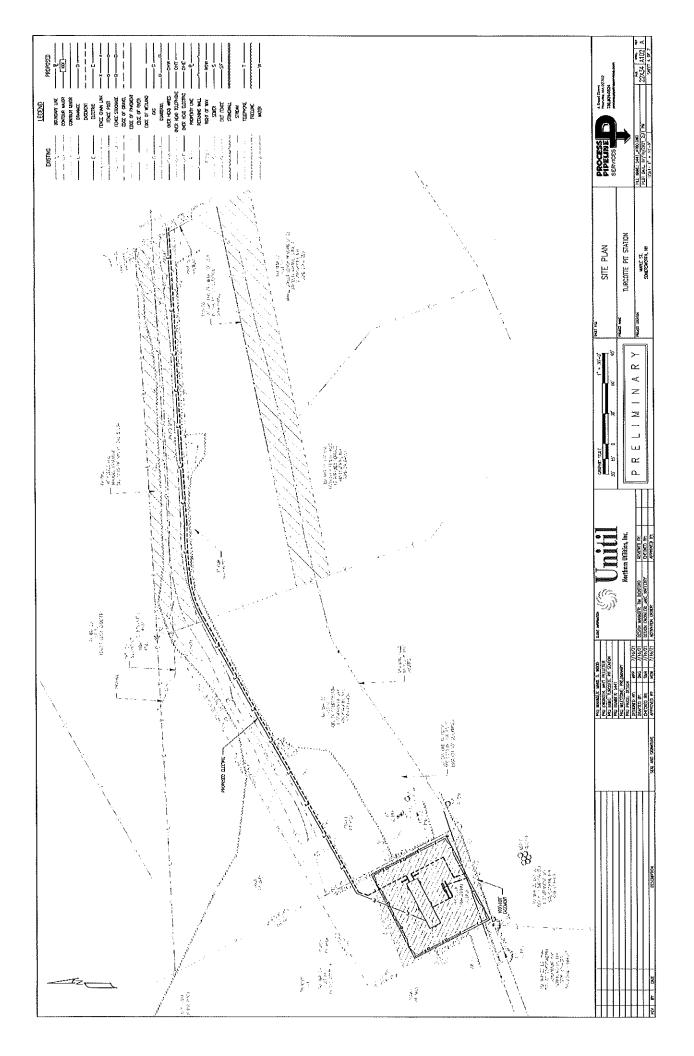


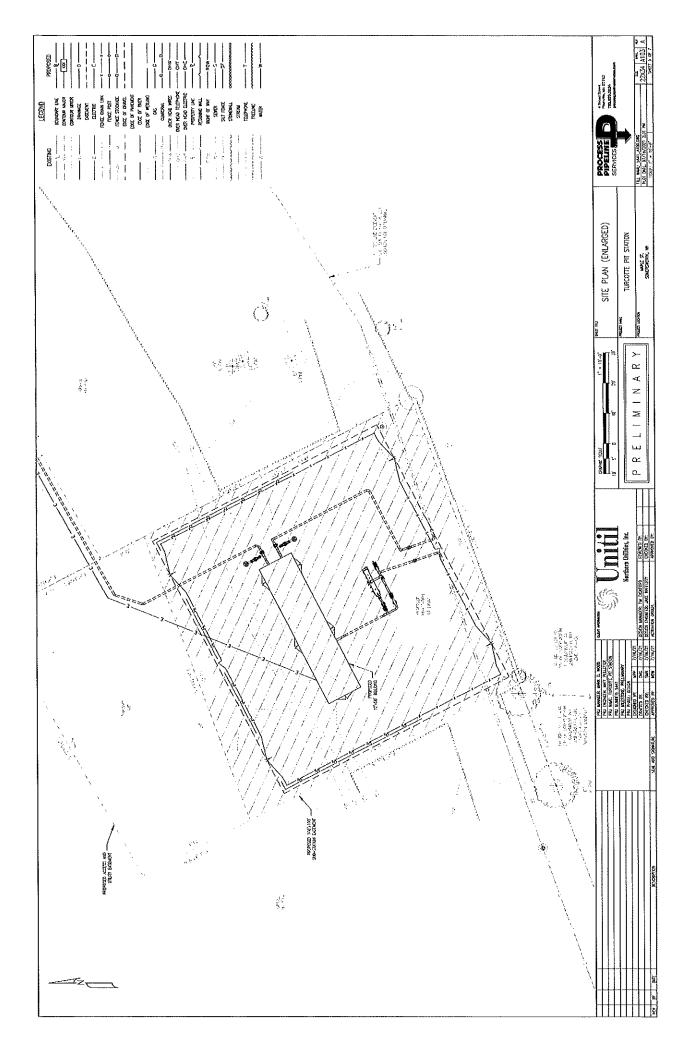
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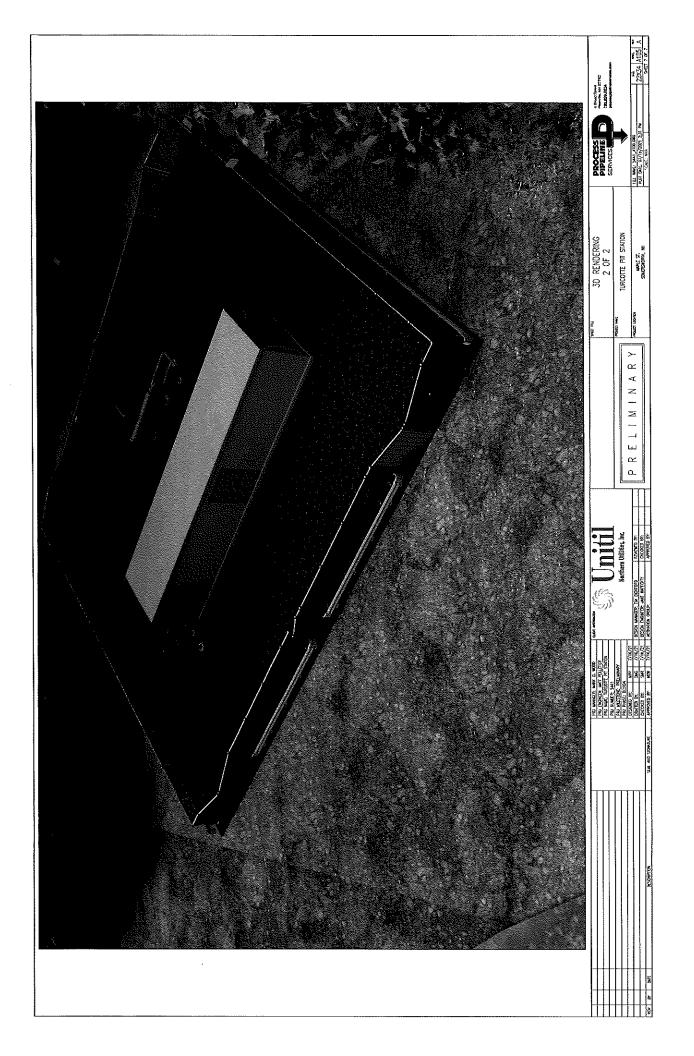


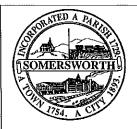












City of Somersworth – Resolution

Resolution No: 9-22

AUTHORIZING THE CITY MANAGER TO TAKE THE NECESSARY STEPS TO DISCONTINUE CAIMAN DRIVE AND SEAMORE DRIVE

September 7, 2021

WHEREAS, the City of Somersworth has received a request by property owners abutting Caiman Drive and Seamore Drive to discontinue these public ways to accommodate development in this area; and

WHEREAS, the Public Works & the Environment Committee of the City of Somersworth has reviewed this proposed action with staff and recommends this discontinuance,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH, in accordance with RSA 231:43, that Caiman Drive and Seamore Drive are hereby discontinued as public ways, described as follows:

Caiman Drive Right-of-Way

A certain tract or parcel of land located in the City of Somersworth, County of Strafford, and the State of New Hampshire, being shown as Caiman Drive Right-of-Way, Parcel "A" on plan entitled "Boundary Line Adjustment Plan, 108 Gator Rock, LLC and the City of Somersworth, Gator Rock Road, Somersworth, New Hampshire", dated August 11, 2021, prepared by Tritech Engineering Corporation, to be recorded at the Strafford County Registry of Deeds; being more particularly bounded and described as follows:

Beginning at a point on the Westerly sideline of Caiman Drive, at the Southerly end of Seamore Drive; Thence running along the proposed Gator Rock Road cul-de-sac, along a curve to the left, having a radius of 50.00 feet, a distance of 98.01 feet to a point; Thence turning and running along a curve to the left, having a radius of 30.00 feet, a distance of 23.84 feet to a point on the Easterly sideline of Caiman Drive; Thence turning and running along the Easterly sideline of Caiman Drive, S 38°29'49" E, a distance of 170.63 feet to point; Thence turning and running along a curve to the left, having a radius of 30.00 feet, a distance of 21.68 feet to a point; Thence turning and running along a curve to the left, having a radius of 50.00 feet, a distance of 229.35 feet to a point; Thence turning and running along a curve to the left, having a radius of 30.00 feet, a distance of 21.68 feet to a point on the Westerly sideline of Caiman Drive; Thence turning and running along the Westerly sideline of Caiman Drive, N 38°29'49" W, a distance of 238.29 feet to a point; Said point being the point of beginning.

The above-described parcel "A" contains 20,142 Square Feet or 0.462 Acres.

Seamore Drive Right-of Way

A certain tract or parcel of land located in the City of Somersworth, County of Strafford, and the State of New Hampshire, being shown as Seamore Drive Right-of-Way, Parcel "B" on plan entitled "Boundary Line Adjustment Plan, 108 Gator Rock, LLC and the City of Somersworth, Gator Rock Road, Somersworth, New Hampshire", dated August 11, 2021, prepared by Tritech Engineering Corporation, to be recorded at the Strafford County Registry of Deeds; being more particularly bounded and described as follows:

Beginning at a point on the Westerly sideline of Seamore Drive, at the Northwesterly end of Caiman Drive; Thence running along a curve to the right, having a radius of 330.00 feet, a distance of 142.00 feet to a point on the Westerly sideline of Seamore Drive; Thence turning and running along the Westerly sideline of Seamore Drive, N 13°50'34" W, a distance of 176.06 feet to point; Thence turning and running along a curve to the left, having a radius of 30.00 feet, a distance of 21.68 feet to a point; Thence turning and running along a curve to the right, having a radius of 50.00 feet, a distance of 229.35 feet to a point; Thence turning and running along a curve to the left, having a radius of 30.00 feet, a distance of 21.68 feet to a point on the Easterly sideline of Seamore Drive; Thence turning and running along the Easterly sideline of Seamore Drive, S 13°50'34" E, a distance of 176.06 feet to a point; Thence turning and running along a curve to the left, having a radius of 270.00 feet, a distance of 65.02 feet to a point; Thence turning and running along a curve to the left, having a radius of 30.00 feet, a distance of 11.56 feet to a point; Thence turning and running along the proposed Gator Rock Road cul-de-sac, along a curve to the left, having a radius of 50.00 feet, a distance of 93.99 feet to a point; Said point being the point of beginning.

The above-described parcel "B" contains 24,430 Square Feet or 0.561 Acres.

Caiman Drive & Seamore Drive Easements

The Right of Ways described herein were conveyed to the City of Somersworth with the benefit of the 20-foot drainage easement around the storm drain inlets located at the Northwest corner of Lot 1-L and the Southwest corner of Lot 1-B as well as a 5-footwide easement on each side of the roadway.

These easement rights associated with Caiman Drive and Seamore Drive shall also be discontinued.

Authorization		
Sponsored by Councilors:	Approved:	
David A. Witham Martin P. Dumont, Sr. Kenneth Vincent Matt Gerding	Approved: City Attorney	



ENGINEERING CORPORATION

755 CENTRAL AVENUE DOVER, NEW HAMPSHIRE 03820

TELEPHONE 603.742.8107 FACSIMILE 603.742.3830 August 3, 2021

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

Subject:

108 Gator Rock, LLC

Gator Rock Road, Caiman Drive & Seamore Drive

Tax Map 47 Lots 1-B through 1-G Somersworth, New Hampshire

Job No. 21124

Dear Bob,

On behalf of our clients, 108 Gator Rock, LLC, Palmer Gas & Oil and MTM Holdings, LLC, we wish to petition the City to formally discontinue Calman Drive & Seamore Drive at the end of Gator Rock Road.

Our client is proposing to develop six (6) undeveloped lots located on the northerly side of Gator Rock Road; specifically, Somersworth Tax Map 47 Lots 1-B through 1-G. We propose to combine these six (6) lots along with the northerly section of Gator Rock Road to create a 9.866 acre parcel of land that would house the applicant's 160,000 square foot distribution center.

The city will need to play an integral part to create a parcel that is large enough for a building of this magnitude. We are proposing a Boundary Line Adjustment that would discontinue Caiman and Seamore and create a new cul-de-sac at the terminus of Gator Rock Road (See sheet BLA-1). This discontinuance, Boundary Line Adjustment and associated lot mergers will create a lot suitable for the proposed development. We understand that the City Council will need to take the necessary action to discontinue these roads and that the Public Works & Environment Committee will first need to recommend it to the Council.

Our hope is to make a presentation to the Public Works & Environment Committee at their meeting tomorrow night, Wednesday, August 4th, to get this process started.

Enclosed please find our supporting documentation, specifically:

- Boundary Line Adjustment Plan.
- Neighborhood Plan.

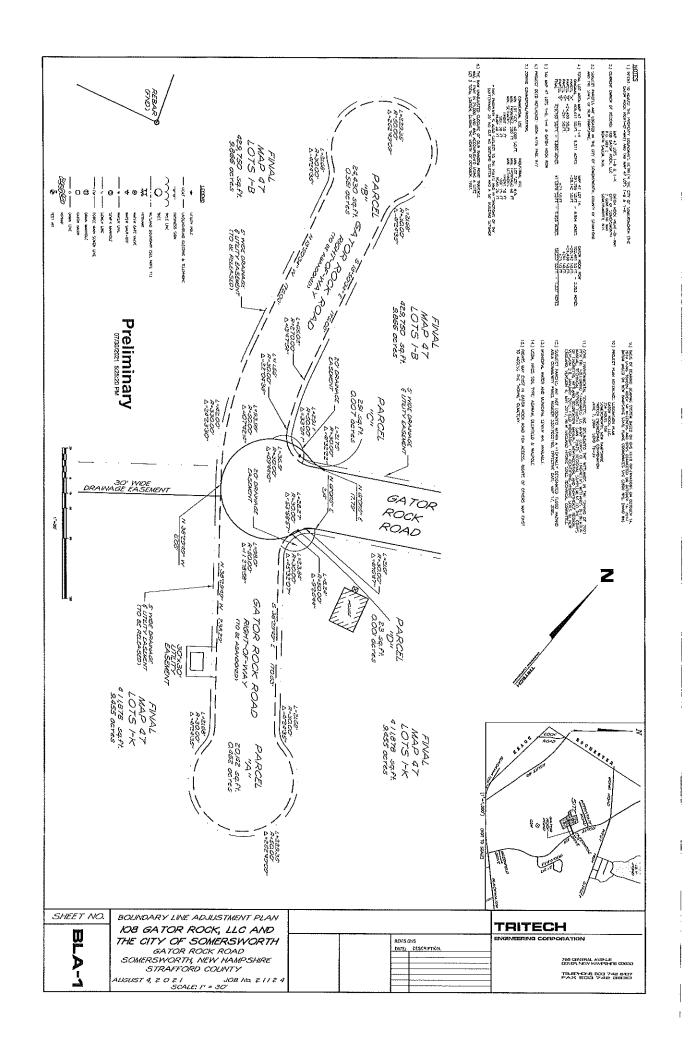
Please advise should you have any questions.

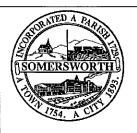
Very truly yours,
TRITECH MINGERING CORP.

Robert J. Stowell, P.E., L.L.S. President

Presi

RJS / rms Enclosures \\108GatorRock-Ltr.doc





City of Somersworth – Resolution

Resolution No:

10-22

TO AUTHORIZE THE CITY MANAGER TO ORDER A UTILITY VAN FOR THE WATER DISTRIBUTION DIVISION

September 7, 2021

WHEREAS, the City of Somersworth's Capital Improvement Plan proposes a replacement schedule for public works and utility equipment to maintain fleet integrity, standardize equipment and reduce maintenance costs, and

WHEREAS, the City of Somersworth's approved FY2022 Budget provides funding for a new utility van to be used by the Water Distribution Division, and

WHEREAS, City staff has evaluated the advantage of the use of a standard vehicle manufacturer acquisition policy and recommends the use of the NH State bid list for Ford vehicles as the most efficient method of procuring these new vehicles,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to order one new Ford E-350 Utility Van for use by the Water Distribution Division which is funded in the approved FY2022 City Budget.

Authorization			
Sponsored by Councilors:	Approved:		
David A. Witham	Approved: City Attorney		

Bob Belmore

From:

Roy Remick

Sent:

Wednesday, September 1, 2021 7:19 AM

To:

Mickey Breau

Cc:

Bob Belmore; Gerald Vachon

Subject:

FW: E-350 Update

Good am Mickey,

Thank you for this update, Just to confirm both body and truck chassis will be yellow and that's included in this updated cost?

Thank you Roy

From: Mickey Breau [mailto:mbreau@grappone.com]

Sent: Monday, August 30, 2021 3:56 PM

To: Roy Remick < rremick@somersworth.com>

Subject: E-350 Update

Hey Roy,

Here is the revised Quote for the E-350.

I did find out that the 2022 E-Series has "Balanced Out" earlier this month. I have been told the order bank for 2023 will open in October. I also found out that the body quote from the upfitter for the body has increased from \$17,330 to \$21,844. The upfitter has let me know the quote for the body is only good until 9/29/21. So before I order I will get the final number.

Quote Price for the 2023 E-350 Chassis: \$33,079 Ouote Price for Body good thru 9/29/21: \$21,844

Total Amount: \$54,923**

Please let me know your thoughts as time is of the essence.

Mickey

**Subject to change pending final cost of the body

"Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience, and the passion to reach for the stars to change the world."-Harriet Tubman

MEMORANDUM OF UNDERSTANDING Between the New Hampshire Small Business Development Center (SBDC), and the City of Somersworth, NH



This memorandum serves as an agreement that sets forth the terms and conditions under which the City of Somersworth, NH and the New Hampshire Small Business Development Center (SBDC), a cooperative venture of the U.S. Small Business Administration, the University of New Hampshire, and the State of NH and the private sector, will cooperate and operate with activities/services within the greater Somersworth area.

The intent of this MOU is to provide space for an SBDC Business advisor to offer advising office hours in the City of Somersworth, which will take place every 2nd Wednesday of the month from 10:00 a.m. to 6:00 p.m. in an office at the Somersworth City Hall located at One Government Way, Somersworth, NH 03878.

The goal in offering office hours across the state is for SBDC to further support local chambers, economic development partners and area businesses throughout the state. By going directly into NH communities, the NH SBDC hopes to expand our reach and connect with more New Hampshire businesses and communities that need our support to create and sustain jobs, start new businesses, and grow and expand existing businesses.

The MOU will be signed prior to office hours commencing and each year thereafter to ensure the partnership agreement is meeting both parties' needs and expectations.

Each party agrees to provide the following:

NH SBDC agrees to:

- Provide office hours for confidential advising to local small businesses
- Provide the host/partner an SBDC media kit (SBDC blurb, social media handles, handout, impact report, local client stories, staff profile, SBDC logo, advisor headshots)
- Provide a stand for SBDC materials (handout, impact report, business cards) to be placed in the host office
- Announce this partnership in an upcoming quarterly newsletter
- Promote office hours via social media and tag partner in posts
- The SBDC agrees to provide the City of Somersworth a certificate of insurance
 demonstrating coverage with limits acceptable to the City. Furthermore, the SBDC agrees
 that the City of Somersworth and its officials, agents, volunteers and employees shall be
 named as an additional insured in any and all such liability insurance policies required by
 the City.

• The SBDC shall provide proof of workers compensation insurance meeting State of New Hampshire required limits. The SBDC's worker's compensation coverage must waive subrogation against the City of Somersworth and its officials, agents, volunteers and employees.

The City of Somersworth agrees to provide:

- Private office space or small conference room for advisor to meet confidentially with small business clients
- Promotion of SBDC's services/office hours' date/times via newsletter, social media and tag SBDC
- A consistent monthly schedule with set hours, (second Wednesday of each month from 10:00 a.m. to 6:00 p.m.
- Space for a stand holding SBDC materials (handout, impact report, business cards) in the host office

As employees of the University of New Hampshire, NH SBDC Advisors follow UNH's policies and procedures related to COVID-19, including masking and social distancing protocols. While meeting in person with clients at a partner location, SBDC Advisors will defer to/abide by partner COVID-19 policies, while encouraging clients to do the same. In situations where meeting space is limited/constricted, COVID-19 cases are high or elevated, and social-distancing and/or masking is not in place, SBDC Advisors reserve the right to convert the in-person advising session to a Zoom virtual advising session.

Date:	
Date:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2021

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

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

tina certificate aces not confer	rights to the certificate holder in fied of st			
PRODUCER		CONTACT NAME: Danielle Ballou		
Fred C. Church Insurance 41 Wellman Street		PHONE (A/C, No. Ext): 978-322-7168	FAX (A/C, No): 978-454-1865	
Lowell MA 01851		E-MAIL ADDRESS: dballou@fredcchurch.com	1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/	
		INSURER(S) AFFORDING COVERAGE	NAIC#	
		INSURER A: United Educators Insurance	10020	
University System of New Hampshire 5 Chenell Drive, Suite 301	UNIVSYS-01	INSURER B : Acadia Insurance Company	31325	
	psnire	INSURER C:		
Concord NH 03301		INSURER D:		
		INSURER E:		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 41005521	REVISION NU	MBER:	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		E0195B	11/1/2020	11/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
					!	MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	X POLICY PRO-]	PRODUCTS - COMP/OP AGG	\$
	OTHER:						\$
8	AUTOMOBILE LIABILITY		CAA5267641	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		E0195B	11/1/2020	11/1/2021	EACH OCCURRENCE	\$ 40,000,000
	EXCESS LIAB CLAIMS-MADE	1 1				AGGREGATE	s 40,000,000
	DED X RETENTION \$ 1 000 000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
Α	Professional Liability Educators Legal Liability		E0195B	11/1/2020	11/1/2021	Each Occurrence Aggregate Ea. Occ. / Aggregate	\$1,000,000 \$3,000,000 \$30,000,000

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

Additional insured Status is Provided Where Required by Contract as respects General Liability

Evidence of insurance University of New Hampshire at Durham, University of New Hampshire at Manchester, Keene State College, Plymouth State University, NHPB, New Hampshire Public Television (NHPTV), University of New Hampshire Foundation, Inc., UNH Alumni Association, Center for Public Responsibility, and Corporate Citizenship, Granite State College, New Hampshire Fiber Network, Inc. (NHFN, Inc.)

Certificate holder is included as additional insured on a primary and non contributory basis as respects General Liability and Umbrella Liability as required by contract and per forms CGL06-2008 06/08 and CGL636X-1 04/10. A Waiver of Subrogation in favor of the certificate holder applies for General Liability and Umbrella Liability if required by contract. All coverage is subject to policy terms and conditions and the written agreement between the named insured and the additional insured.

OANOELL ATION

CERTIFICATE HOLDER	CANCELLATION
City of Somersworth 1 Government Way	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Somersworth NH 03878	AUTHORIZED REPRESENTATIVE

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COTICIOATE HOLDED



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

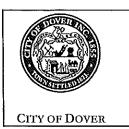
DATE (MM/DD/YYYY) 08/24/2021

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

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CONTACT Janine D'Ambrosio

RSC Insurance Brokerage, Inc.		PHONE (603) 778-8985	[FAX		
One New Hampshire Avenue	}	(A/C, No, Ext): (A/C, No):			
Suite 125	+	ADDRESS: //www.document.com			
Portsmouth	NH 03801	INSURER(S) AFFOR		NAIC# 11030	
INSURED	1411 00001	(HOUNCHA!	pariy	11000	
University System of New Hampshi	ire	INSURER B:		1	
5 Chenell Drive		INSURER C:			
o ononon onvo		INSURER D :			
Concord	NH 03301	INSURER E:			
	FICATE NUMBER: 21-22	INSURER F :	REVISION NUMBER:	<u> </u>	
THIS IS TO CERTIFY THAT THE POLICIES OF INS INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN EXCLUSIONS AND CONDITIONS OF SUCH POLIC	SURANCE LISTED BELOW HAVE BEEN MENT, TERM OR CONDITION OF ANY I , THE INSURANCE AFFORDED BY THE CIES, LIMITS SHOWN MAY HAVE BEEN	ISSUED TO THE INSURED NAMED AF CONTRACT OR OTHER DOCUMENT I POLICIES DESCRIBED HEREIN IS S	BOVE FOR THE POLICY PERIOD WITH RESPECT TO WHICH THIS	:	
INSR LTR TYPE OF INSURANCE IN:	DDLISUBR SD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY			EACH OCCURRENCE \$		
CLAIMS-MADE OCCUR			DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
			MED EXP (Any one person) \$	·	
			PERSONAL & ADV INJURY \$		
GEN'LAGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$		
POLICY PRO- JECT LOC			PRODUCTS - COMP/OP AGG \$		
OTHER:			\$		
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident) \$		
ANYAUTO			BODILY INJURY (Per person) \$		
OWNED SCHEDULED AUTOS			BODILY INJURY (Per accident) \$		
HIRED NON-OWNED AUTOS ONLY			PROPERTY DAMAGE (Per accident) \$		
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UMBRELLA LIAB OCCUR			EACH OCCURRENCE \$		
EXCESS LIAB CLAIMS-MADE			AGGREGATE \$		
DED RETENTION \$			s s		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			PER OTH- STATUTE ER		
. LANY PROPRIETOR/PARTNER/EXECUTIVE (TITLE)	/A 3102807054	04/01/2021 04/01/2022		000,000	
(Mandatory in NH)			C.E. DIOCHOL - DA DAII COACE 3 0	000,000	
DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$ 1,1	000,000	
			411		
		***************************************	***************************************		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	(ACORD 101, Additional Remarks Schedule,	may be attached if more space is required)			
Evidence of insurance only.					
				!	
CERTIFICATE HOLDER		CANCELLATION			
City of Somersworth 1 Government Way		THE EXPIRATION DATE THEREO ACCORDANCE WITH THE POLIC	SCRIBED POLICIES BE CANCELL F, NOTICE WILL BE DELIVERED IN Y PROVISIONS.		
		AUTHORIZED REPRESENTATIVE			
Somersworth I	NH 03878	ma	5 Christia		
		@ 1000_201E	ACORD CORPORATION AIL	inhic recorded	



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

AGREEMENT

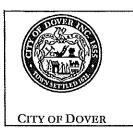
This Emergency Cold Weather Warming Center Operations Agreement (the "Agreement") is
entered into this day of, 2021, between THE CITY OF DOVER, a municipal
corporation, 288 Central Avenue, Dover, New Hampshire 03820, THE CITY OF ROCHESTER,
municipal corporation, 31 Wakefield Street, Rochester, New Hampshire 03867, THE CITY O
SOMERSWORTH, a municipal corporation, One Government Way, Somersworth, New Hampshin
03878, (collectively the "Municipalities") and COMMUNITY ACTION PARTNERSHIP O
STRAFFORD COUNTY, ("CAP"), 577 Central Ave., Suite 10, Dover, New Hampshire 03820.

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

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

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

- 1. Purpose. This Agreement is to formally memorialize an agreement between the parties and authorize CAP, to provide staffing and coordination of services for the Warming Center, as needed.
- 2. Scope of Services. During extreme cold weather events as determined by the tri-city Emergency Management Directors ("EMD's"), between the period of November 29, 2021 to April 1, 2022, CAP shall staff, and operate the Warming Center and provide coordination of related services. The EMD's will consult with each other and State officials to determine when an activation of the Warming Center is necessary given forecasts of life threatening weather conditions. One of the EMD's will be designated to serve as the point of contact with CAP to give advance notice of the need for an activation. When activated and in operation, the Warming Center shall be open and staffed by CAP between the hours of 4 p.m. and 10 a.m.. During extended multi-day weather events, the EMD's may request, and CAP may extend, the operating hours of the Warming Center to remain open and staffed between 10 a.m. and 4 p.m. until the end of the weather event. Such Warming Center services provided by CAP shall include, but not be limited to:
 - a. Allocate 1 full-time paid CAP staff to serve as a Warming Center Manager for the term of this agreement that will hire, train, and supervise staff, as well as develop and institute program policies and procedures, manage staffing schedules, and evaluate and resolve staff and/or client conflicts related to the Warming Center operations.
 - b. Allocate 2 additional full-time CAP staff to serve as program staff for the term of this agreement that will deliver direct care services to Warming Center clientele during activations. Services provided will include sign in/out, safety monitoring, conflict



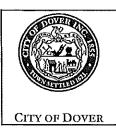
resolution, management of client shower and laundry, dispensing of personal care products, cleaning of facility, and implementing and enforcing shelter policies. Program Staff will also operate the shelter van to transport clients to/from the bus stop during shelter open/close hours.

- c. Minimum of two paid staff to be present from 10pm to 6am during Warming Center activations with 1 paid staff, supplemented by volunteers, from 4pm to 10pm and from 6am to 10am.
- d. Maintain sheltering supplies, clean and/or sanitize facility equipment, bathrooms/showers and bedding, as needed.

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

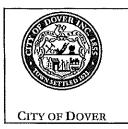
The City of Somersworth, as the host community, will provide in kind services of police, fire, ambulance and other essential municipal services available to property owners in their community.

- 3. **Reporting/Cooperation**. For the term of this Agreement, CAP shall provide usage reports following each activation identifying demographics and services provided for of clientele served at the Warming Center. In the event the Municipalities may need more or other reports, information, documents, or acts as required by granting authorities, CAP agrees to fully cooperate with fulfilling such requirements.
- 4. Changes to the Cost of the Work and the Scope of Services. Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
- 5. **Term**. CAP shall commence work upon the execution of this Agreement. This Agreement is effective upon the signing of the Agreement from November 29, 2021 to April 1, 2022.
- 6. Cost and Payment. The Warming Center budget attached as Exhibit A and provided by CAP, details the approved costs for operating the Warming Shelter. The Cities of Dover and Rochester shall provide an amount of \$49,433.50 each in support of these costs, totaling \$98,867. Provided such services fall within the aforesaid grant requirements, the Cities of Dover and Rochester shall pay the CAP within thirty (30) days upon performance and presentation of an invoice supplied by CAP detailing the work performed. Invoices will be presented monthly by CAP, separately to each community for their share of services rendered.



7. Insurance.

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

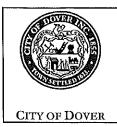


- rating, costs, or premium determinations.
- c. By signing this Agreement, CAP agrees, certifies, and warrants that CAP is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.
- 8. Indemnification. Community Action Partnership of Strafford County, as a condition of operating the Warming Center, shall defend (with counsel acceptable to the Municipalities), indemnify, and hold harmless the Municipalities and their public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") for any injury, bodily injury, property damage, accident, fire, loss, theft or other casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to clients or prospective clients of the Warming Center together with any manner of property damage or injury to the Municipalities, which occurs or is alleged to have occur in relation to and/or arising out of the preparation and/or operation of the Warming Center by CAP and/or CAP's agents, employees, volunteers, contractors, vendors, and/or consultants.

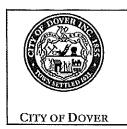
The Indemnitees shall promptly, and no later than thirty (30) days after receiving actual notice of a claim, notify CAP in writing of said claim. Thereafter, CAP shall promptly provide a defense to the Indemnitees with counsel reasonably acceptable to the Indemnitees. The Indemnitees shall cooperate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

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

- 9. Warranty: CAP shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, CAP shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
- 10. **Dispute resolution**. All parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. All parties consent to venue and personal jurisdiction in the State of New Hampshire. Venue shall be Strafford County.



- 11. **Termination**. Any party may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered, or performance of services already paid for. Warranties shall not be subject to termination.
- 12. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
- 13. Waiver of breach. No failure by the Municipalities to enforce any provisions of this Agreement shall be deemed a waiver of their rights under this Agreement.
- 14. **Applicable law**. This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
- 15. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Municipalities and CAP any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Municipalities or CAP shall be for the sole and exclusive benefit of the Municipalities and CAP.
- 16. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
- 17. **Personnel.** CAP shall provide all personnel necessary to perform the work under this Agreement. CAP warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 18. Assignment/Delegation/Subcontracts. CAP shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the Municipalities. CAP may subcontract with reasonable prior notification to the Municipalities, who reserves the right to object to such subcontract.
- 19. Contractor's Relation to the Municipalities. In the performance of this Agreement CAP is in all respects an independent contractor with control over the means and methods of the warming center program, and is neither an agent, joint venture, partner, nor employee of the Municipalities. CAP, and not the Municipalities, is solely responsible for operating the Warming Center and any related program or service, as well as observance of any and all applicable laws, including but not limited to federal and state



medical privacy laws that may be applicable. Entities must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire to the extent required by law.

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

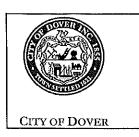
City of Dover
Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

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

City of RochesterCity of SomersworthBlaine Cox, City ManagerRobert M. Belmore, City Manager31 Wakefield StreetOne Government WayRochester, NH 03867Somersworth, NH 03878

- 24. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.
- 25. **Appropriations**: Continuation of the Agreement is contingent upon the appropriation of funds. All obligations of the Municipalities stated in this agreement, including, but not limited to, the continuance of payments hereunder, are contingent upon the availability and





CITY OF ROCHESTER

continued appropriation of funds by the Municipalities' respective City Councils and in no event will the Municipalities be liable for any payments or obligation hereunder in excess of such appropriated funds. The Municipalities shall not be required to transfer funds from any other account to satisfy payments hereunder. CAP will have the right to terminate this agreement immediately upon receiving notice of such termination due to the non-appropriation of funds.

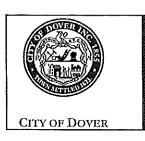
- 26. **Immunity**: Nothing within this Agreement shall be deemed to constitute a waiver of any immunity of the Municipalities, which immunities are hereby reserved to the Municipalities. This covenant shall survive the termination of this contract's conclusion.
- 27. **Grant Requirements**. CAP acknowledges the obligations of the Municipalities pursuant to the Coronavirus State and Local Fiscal Recovery Fund, established by the American Rescue Plan Act of 2021, including but not limited to all obligations of contractors and subcontractors stated therein. CAP certifies it is presently, and shall at all times during this Agreement, remain in compliance with all such grant-related obligations of the Municipalities.
- 28. Entire Agreement. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures to Follow

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

Betsey Andrews-Parker, Executive Director Duly Authorized	Date	
CITY OF DOVER		
J. Michael Joyal, Jr., City Manager	Date	





Baine Cox, City Manager	Date	<u></u>
CITY OF SOMERSWORTH		
Robert M. Belmore, City Manager	Date	



MEMORANDUM

To: Bob Belmore, City Manager

From: Scott Smith, Finance Director

Date: September 2, 2021

Re: Cemetery Road and WWTF Upgrade Budgets

Please accept the following as an update on the current status of the budgets for the Cemetery Road project and the Wastewater Treatment Facility Upgrade project.

It is important to mention, the Cemetery Road project is a quantities-based project, meaning if we don't utilize as much of a product or service as estimated, the cost of the project goes down. The following budget numbers are based on the current gross contract values, and do not estimate any changes in quantities at this time.

Cemetery Road Project

Project Funding - Bond	\$3,800,000	
Less:		
Construction Contract – SUR	3,573,715	
Engineering – W/P	323,147 15,026 - Boxes Counsel, Casements, Misc	194
Other	15,026 - Bunds Counsell	
(Over)/Under Budget	<u>(\$ 111,888)</u>	

Wastewater Treatment Facility

Project Funding – SRF	\$12,440,000
City Appropriation	1,018,600
Finance Committee App.	55,000
Total Funding	\$13,513,600
Less:	
Construction Contract – APEX	\$11,134,078
Engineering – W/P	2,313,600
(Over)/Under Budget	<u>\$ 65,922</u>

If you would like any additional information or clarification, please let me know.



Updated Planting and Irrigation Budget

Rye Beach Landscaping

Client Name:

City of Somersworth

Project Name:

City of Somersworth | Stein Park Planting and Irrigation Expansion Budget

Jobsite Address:

Somersworth, New Hampshire 03878

Billing Address: 1 Government Way Somersworth, New

Hampshire 03878

Estimate ID:

EST2685600

Date:

Aug 12, 2021

Mobilization, Job Setup, Preconstruction Meeting \$954.42

Move equipment and materials to site. Establish staging areas and access into work site. Conduct pre-construction meeting with foreman, project manager, and homeowner to ensure project scope, changes, and questions are addressed.

Strip turf from a 60' by 12' area, import loam, and install (36) Rhus aromatica 'Grow Low'. Add fertilizer and mulch.

***Additional time allocated for planting through erosion control netting.

CML ESTIMATE TO INCLUDE:

INSTALLATION OF 24 HUNTER PGP ULTRA TURFHEADS. (12 TURF HEADS WILL COVER LAWN AREA BETWEEN SIDEWALK AND BUILDING TO THE LEFT OF MEMORIAL, 9 TURF HEADS WILL RUN ALONGSIDE THE ENTIRE SIDEWALK ALONG THE UPPER HILLSIDE SIDEWALK SPRAYING IN AND 3 TURF HEADS WILL BE LOCATED IN UPPER CENTER TO WATER 360 DEGREE OVER HILLSIDE LANDSCAPE BED.) A MAIN LINE AND A 75TRAND WIRE WILL BE BROUGHT TO UPPER HILLSIDE UNDER SIDEWALK IN SLEEVE INSTALLED BY CML IRRIGATION FOR 2 NEW ZONES AND ANY FUTURE EXPANSION, AND A NEW HUNTER WIRELESS RAIN SENSOR WILL BE WIRED TO CONTROLLER AND MOUNTED TO GUTTERS ON BUILDING, PRICE INCLUDES ALL HUNTER PGV ZONE VALVES, VALVE BOXES, PIPE, HEADS AND FITTINGS REQUIRED FOR A COMPLETE INSTALLATION.

Berm at the Top of the Planting Bed

Deliver loam and form small berm at the top of the new planting bed to divert water around the bed, Finish one side with seed and one

Erosion Control Netting through Planting Bed \$2,213,33

Deliver and install per the manufacture's directions Eroslon Control Blanket, RollMax BioNet and use appropriate landscape staples to fix BioNet to slope.

Subtotal

\$17,690,63

Taxes

\$0.00

8 Perennial Place

p. 603.964.6888

http://www.ryebeachlandscaping.com/

Exeter, NH 03833

email: info@ryebeachlandscaping.com



Somersworth Police Department

12 Lilac Lane Somersworth, NH 03878

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

MEMORANDUM

Memo to:

City Manager Robert M. Belmore

From: Date:

Russell Timmons, Police Captain August 30, 2021

Subject:

Body Worn Camera Grant

A Body Worn Camera Grant through the Department of Justice is available to Law Enforcement Agencies. The Grant requires matching funds. We have prepared the Grant that includes: (31) Wi-Fi/Bluetooth wearable cameras, transfer stations, evidence library, software installation, configuration, and incorporation into our current in-car video systems and training. We are requesting (31) body worn cameras to give us (3) spare cameras in case of maintenance or repairs. The Grant is due, August 31 2021 before 11:59 pm. We will continue to work with you on this Grant opportunity.

We looked at several vendors to include: Watch Guard, Body Worn, Kustom Signals, Axon and Provision. The selection of this Watch Guard product will allow us to expand our current cruiser camera system to add a Body Worn Camera system to our current in-cruiser audio/video recording abilities.

The cost of the body worn camera systems from Watch Guard for is \$54,320.00. This Grant is a 1:1 match which would require a City match of \$27,160.00/\$27,160 Grant Funds. Unfortunately, the Grant excludes data storage costs associated with body worn camera footage.

We feel that by complementing our dash cams with Body Worn Cameras we will increase both accountability and transparency of our day-to-day operations within the Police Department, resulting in increased trust between citizens and the Police. As an additional benefit, body worn cameras with provide video and audio evidence to assist in the prosecution of criminal cases while increasing officer safety for our Police Officers.

MITCHELL MUNICIPAL GROUP, P.A.

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

WALTER L. MITCHELL LAURA A. SPECTOR-MORGAN NAOMI N. BUTTERFIELD JOSEPH H. DRISCOLL, IV TELEPHONE (603) 524-3885

September 1, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 7-22

Title: AUTHORIZING THE CITY MANAGER TO ACQUIRE EASEMENTS
ASSOCIATED WITH THE TRANSPORTATION ALTERNATIVES
PROJECT (TAP) GRANT, CONGESTION MITIGATION AND AIR
QUALITY (CMAQ) IMPROVEMENT PROGRAM GRANT, AND THE
CEMETERY ROAD COMPLETE STREETS PROJECT

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.

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

WALTER L. MITCHELL LAURA A. SPECTOR-MORGAN NAOMI N. BUTTERFIELD JOSEPH H. DRISCOLL, IV TELEPHONE (603) 524-3885

September 1, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 8-22

Title: TO AUTHORIZE THE CITY MANAGER TO CONVEY A GAS LINE
UTILITY EASEMENT TO NORTHERN UTILITIES, INC.,
DOING BUSINESS AS UNITIL

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: all 2

MITCHELL MUNICIPAL GROUP, P.A.

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

WALTER L. MITCHELL LAURA A. SPECTOR-MORGAN NAOMI N. BUTTERFIELD JOSEPH H. DRISCOLL, IV TELEPHONE (603) 524-3885

September 1, 2021

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 9-22

Title: <u>AUTHORIZING THE CITY MANAGER TO TAKE THE NECESSARY</u> <u>STEPS TO DISCONTINUE CAIMAN DRIVE AND SEAMORE DRIVE</u>

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: 9(1/2(

MITCHELL MUNICIPAL GROUP, P.A. ATTORNEYS AT LAW

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

WALTER L. MITCHELL LAURA A. SPECTOR-MORGAN NAOMI N. BUTTERFIELD JOSEPH H. DRISCOLL, IV TELEPHONE (603) 524-3885

September 1, 2021

BAITCUEH, BAIDHOIDAL COOUD DA

CERTIFICATION

Re: City of Somersworth, New Hampshire

Resolution No. 10-22

Title: TO AUTHORIZE THE CITY MANAGER TO ORDER A UTILITY VAN FOR THE WATER DISTRIBUTION DIVISION

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.

		WIT CHELL WONICHAL GROUP, P.A.
		Çity Attorney
	<i>r</i> ,	
. .	alilai	
Date:	2///2/	By:

WARD 4 shall include all the part of said Somersworth bounded by the following described line: Commencing at the City of Dover and the southerly corner of Ward Three, and extending thence northeasterly, southeasterly, easterly, northerly and westerly by Ward Three to Union Street; thence southerly through Union Street to Indigo Hill Road; thence westerly through Indigo Hill Road to its intersection with Green Street; thence southerly through Green Street to the Town of Rollinsford, thence southwesterly by said Rollinsford and the City of Dover to Ward Three.

WARD 5 shall include all the part of said Somersworth bounded by the following described line: Commencing at the Town of Rollinsford and the southeasterly corner of Ward Four; and thence extending northerly and easterly by Ward Four to Ward Three; thence westerly by Ward Three to Berwick, Maine, at a point due east of the easterly end of Franklin Street; thence southeasterly by said Berwick, Maine, to Rollinsford; and thence southwesterly by said Rollinsford to Ward Four.

No person shall have the right to file as a candidate for office in any of the wards hereby established unless he/she is a registered voter at the time of filing. No person shall have the right to hold office in any of the wards hereby established unless he/she shall have been an actual resident of such ward, or the territory embraced therein, for the period of six months next preceding such election or next preceding the passage of this act.

History: Referendum, 11/05/2013

1.4. CHANGES TO WARD BOUNDARIES. Every ten years, in conjunction with the federal census, a review of the ward boundary lines shall be conducted for the purpose of adjusting such boundary lines to ensure equalization of population within the wards. At such time, the Mayor will appoint a Ward Boundaries Review Committee comprised of no more than four (4) City Councilors. The Committee shall review the boundaries of each ward to determine if adjustments are necessary to ensure equal distribution of population within each ward. If adjustments are necessary the Committee shall propose such adjustments to the ward boundaries as will provide as nearly as possible an equal number of citizens within each ward. In doing so the Committee shall take into consideration the character and makeup of the wards as well as the most recent federal census, and to the extent possible try to maintain the integrity of each ward as a "city within a city". The Committee shall submit its recommendations to the City Council for review and approval. Upon approval by the City Council the changes shall be submitted to the voters for approval by referendum at the next election.

History:

Laws 1973, Chapter 572, Referendum 11/6/1973; Referendum 11/3/2009; Referendum 11/5/2013; Referendum 11/6/2018.

SOMERSWORTH, NEW HAMPSHIRE

City of Somersworth One Government Way Somersworth, NH 03878



City Hall 603.692.4262 www.somersworth.com

August 20, 2021

Re: Nomination of Strafford Regional Planning Commission member, Mark Richardson

Honorable Mayor and Members of the City Council:

Please accept this letter as the Planning Board's nomination of Mark Richardson to represent the City of Somersworth as a member of the Strafford Regional Planning Commission. If approved by the City Council, Mr. Richardson's membership will be re-established and his term would expire May 2025.

Thank you,

Sincerely,

Michelle Mears, AICP

Director of Planning and Community Development

Mean

BARRINGTON
BROOKFIELD
DOVER
DURHAM
FARMINGTON
LEE
MADBURY
MIDDLETON
MILTON



NEW DURHAM
NEWMARKET
NORTHWOOD
NOTTINGHAM
ROCHESTER
ROLLINSFORD
SOMERSWORTH
STRAFFORD
WAKEFIELD

August 16, 2021

Somersworth City Council 1 Government Way Somersworth NH 03878

Dear Mayor Hilliard and Council Members:

CC: Planning Board, Bob Belmore, Shanna Saunders, Michael Bobinsky, Richard Michaud, Mark Richardson

As prescribed by RSA 36:46-III, and as laid out in the SRPC Bylaws:

"Each municipality that becomes a member of the Commission shall be entitled to two representatives. A municipality with a population greater than 10,000 but less than 25,000 shall be entitled to three representatives, and a municipality with a population of 25,000 or more shall be entitled to four representatives on the Commission. For the purposes of this section, population shall be determined by the last federal census. Each municipality's representatives to the Commission shall be nominated by the planning board from among the municipality's residents and appointed by its municipal officers.

The terms of office of representatives and alternates on this Commission shall be four years (see RSA 36:46). When a municipality joins or rejoins the Commission, initial appointments shall be for two and four years. For municipalities entitled to three or more representatives, initial appointments shall be for two, three, and four years. Vacancies shall be filled for the remainder of the un-expired term in the same manner as original appointments."

The City of Somersworth's population as reported in the 2010 census was 11,766. Based on this estimate and on the RSAs and the SRPC bylaws, the City of Somersworth is entitled to three representatives.

Our records indicate that Mark Richardson's term expired May 31, 2021. The term renews to May 31, 2025.

Current Commissioners

<u>Name</u>	Expiration
Michael Bobinsky	5/2/2024
Mark Richardson	5/31/2021 5/31/2025
Richard Michaud	5/2/2022

Please use the attached form to re-appoint Mark Richardson or to appoint another individual to serve as a SRPC Commissioner. The attached form may be sent via email or mail to Megan Taylor-Fetter (mtaylorfetter@strafford.org), Strafford Regional Planning Commission, 150 Wakefield Street, Suite 12, Rochester, NH 03867. If you have any questions, please do not hesitate to contact me. The attached flyer has more information on the role of an SRPC Commissioner. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jennifer Czysz, AICP Executive Director

A Guide to Being a

SRPC Commissioner



What?

The role of a Commissioner with Strafford Regional Planning Commission (SRPC) is to offer insight and guidance regarding projects and processes of the Commission through discussions at meetings, input to staff for reports, and adoption of reports and other planning documents. Additional responsibilities include adopting and amending the Bylaws; adopting the Annual Budget and Annual Dues; and electing Officers and Executive Committee members.



Three Roles

SRPC Commissioners are also members of the Strafford Metropolitan Planning Organization (MPO) Policy Committee and serve on the Board of Directors for the Strafford Economic Development District. (EDD) The Policy Committee provides a forum for the development of regional transportation policies for the SMPO and acts as a vehicle to coordinate the implementation of these policies. The Strafford EDD is a federally designated organization responsible for the maintenance and implementation of a regional Comprehensive Economic Development Strategy (CEDS) and other technical assistance related with economic development.



Time Commitment & Responsibilities

Commissioners are appointed for four year terms. In representing their community, a Commissioner is expected to attend SRPC's quarterly meetings, (see sidebar for details) which currently take place via Zoom. The Commission meetings are synonymous with the boards meetings for the Strafford EDD.

The Strafford MPO Policy Committee holds monthly meetings on the third Friday of the month at 9 a.m. The Policy Committee currently meets via Zoom.

Commissioners count towards a quorum for these meetings, which requires a designated number of members to be preset for voting on official business.

Commissioners are asked to set aside time to read SRPC emails and news, and review packet materials prior to meetings. There may also be an opportunity to serve on subcommittees for various SRPC projects.

Have we sparked your interest???

Get in touch with us directly using the contact information to the right or reach out to your local municipal planning officials.







Quick Facts

- Strafford Regional Planning Commission (SRPC) also functions as a Metropolitan Planning Organization (MPO) and an Economic Development District (EDD).
- The SRPC region is made up of 18 communities including all of Strafford County, in addition to Brookfield and Wakefield in Carroll County, and Nottingham, Newmarket, and Northwood in Rockingham County.
- Established by state legislation in 1969 the regional planning commissions serve in an advisory role to local governments and community organizations.
- SRPC's mission is to assure that the region is responsive to the needs of its residents through cooperation with the federal and state agencies and its member communities, through the implementation of SRPC's policies and plans, and through local planning assistance.

FY 2022 Meeting Schedule

Commission/Strafford EDD (1-1.5 hours; 3.5 hours for the annual meeting held in June)

September 23, 2021 at 3:45 p.m. December 2, 2021 at 3:45 p.m. February 24, 2022 at 3:45 p.m. June 22, 2022, Time TBD

Policy Committee (1-2 hours)*

July 16, 2021 at 9 a.m.
August 20, 2021 at 9 a.m.
September 17, 2021 at 9 a.m.
October 15, 2021 at 9 a.m.
November 19, 2021 at 9 a.m.
December 17, 2021 at 9 a.m.
January 21, 2022 at 9 a.m.
February 18, 2022 at 9 a.m.
March 18, 2022 at 9 a.m.
April 15, 2022 at 9 a.m.
May 20, 2022 at 9 a.m.
June 17, 2022 at 9 a.m.

*SRPC understands if Commissioners are unable to attend some Policy meetings due to work schedules

Contact

Megan Taylor Fetter, Office Coordinator SRPC, Suite 12, 150 Wakefield St., Rochester, NH 03867 (603) 994-3500 srpc@strafford.org www.strafford.org WARD 4 shall include all the part of said Somersworth bounded by the following described line: Commencing at the City of Dover and the southerly corner of Ward Three, and extending thence northeasterly, southeasterly, easterly, northerly and westerly by Ward Three to Union Street; thence southerly through Union Street to Indigo Hill Road; thence westerly through Indigo Hill Road to its intersection with Green Street; thence southerly through Green Street to the Town of Rollinsford, thence southwesterly by said Rollinsford and the City of Dover to Ward Three.

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History: Referendum, 11/05/2013

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History: Laws 1973, Chapter 572, Referendum 11/6/1973; Referendum 11/3/2009; Referendum 11/5/2013; Referendum 11/6/2018.