

44 - 8/19/26



State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF HISTORICAL RESOURCES

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-3483 Fax: 603-271-3433
TDD Access: Relay NH 1-800-735-2964
nhdhr.dncr.nh.gov



July 15, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Historical Resources, to award a Certified Local Government grant to the City of Somersworth (VC #177476), in the amount of \$18,000 to hire a qualified consultant to prepare design guidelines for new construction in their locally regulated historic district effective upon Governor and Executive Council approval through September 30, 2027. **100% Federal Funding.**

Funding is available in account, Federal Preservation Programs, as follows:

03-035-035-354010-14450000-072-500575- Grants Federal

FY 2027
\$18,000

EXPLANATION

The Division of Historical Resources is required to set aside 10% of its federal funds received through the Historic Preservation Fund for Certified Local Governments (CLG). Under federal program rules, only "Certified Local Governments" are allowed to apply for CLG funds. New Hampshire has thirty CLG communities. No match is required for this grant and will use 100% federal funds.

The City of Somersworth seeks to hire a qualified consultant to prepare design guidelines for new construction in their locally regulated historic district. The end product will be a set of illustrative design guidelines that will be used by the Somersworth Historic District Commission (HDC) to guide their design review decision making process. The design guidelines will also be used by property owners, architects, developers, and business owners to understand the types of infill projects that are likely to be approved in the local historic district.

For all applicants, the design guidelines will provide clarity, consistency, and transparency to the process. The chapters of the guidelines will cover all aspects related to infill within the district, including siting, context, setbacks, orientation, pedestrian relation, scale, massing, rhythm, shape, proportion, details, and materials. This project will also include a minimum of three listening sessions throughout the course of the project to receive feedback from the community.

The Attorney General's Office has reviewed and approved the grant agreement as to form, substance and execution.

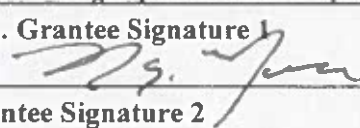
Respectfully submitted,

Adam J. Crepeau
Interim Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

I. Identification and Definitions.

1.1. State Agency Name Department of Natural & Cultural Resources, Division of Historical Resources		1.2. State Agency Address 172 Pembroke Road, Concord, NH 03301	
1.3. Grantee Name City of Somersworth Vendor Code: 177467 UEID: ML4APHRG3K85		1.4. Grantee Address One Government Way Somersworth, NH 03878	
1.5 Grantee Phone # (603) 692-9517	1.6. Account Number #14450000	1.7. Completion Date 9/30/2027	1.8. Grant Limitation \$18,000
1.9. Grant Officer for State Agency Brandee Loughlin		1.10. State Agency Telephone Number 603-271-3583	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 David Moore, City Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Date:  6/30/26		1.14. Name & Title of State Agency Signor(s) Adam Crepeau, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <u>Mary E. Maloney</u> Assistant Attorney General, On: / / July 22, 2026			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials MM
Date 6-9-26

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials AM

Date 6-9-26, 95M

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. 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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A – SPECIAL PROVISIONS:
CERTIFIED LOCAL GOVERNMENT GRANT PROGRAM
NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards, as determined by the State Historic Preservation Officer, shall not be reimbursed.
3. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.
4. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
5. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant at the DHR's request. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants. This includes Standard Form 424B (Rev. 7-97) Prescribed by OMB Circular A-102, incorporated as Exhibit D of this document.
6. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
7. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit

Grantee Initials ASM
Date 6-9-26

for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

8. It is understood and agreed by the Grantee that the Grantee's receipt and expenditure of funds pursuant to this agreement is conditioned upon and subject to the conditions outlined in the U.S. Department of the Interior's Notice of Award for this Historic Preservation Fund Grant-In-Aid, the terms of which are hereby incorporated by reference. The Grantee agrees to fully comply with all applicable terms of the referenced Notice of Award and to neither take nor omit any action that would prevent the State from fully complying with all applicable terms of the Notice of Award.
9. The attached document, "Assurances - Non-construction Programs," as executed by the Grantee, is incorporated as Exhibit D of this document.

EXHIBIT B – SCOPE OF WORK:

1. Grantee agrees to apply the funds from this grant to the project(s) described in grantee's grant application and approved budget.
 - Grantee will hire a qualified architectural historian or historic preservation planner to prepare updated Historic District Infill Design Guidelines.

EXHIBIT C – PAYMENT TERMS:

1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit B above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed Eighteen Thousand Dollars (\$18,000) subject to:
 - (a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
 - (b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
 - (c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same

Grantee Initials NSM
Date 6-9-24

has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.

3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a bi-annual basis as follows:

April 30, 2026: Progress Report Due

October 31, 2026: Progress Report Due

April 30, 2027: Progress Report Due

June 30, 2027: Project Completion

September 30, 2027: Final Project Report due; deadline for final payment requests

5. This contract shall commence upon execution of the contract and approval of the Governor and Executive Council, if required, with a completion date of September 30, 2027.

Grantee Initials 7.9m
Date 6.9.26

EXHIBIT D- ADDITIONAL FEDERAL COMPLIANCE REQUIREMENTS

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

[Handwritten Signature]

TITLE

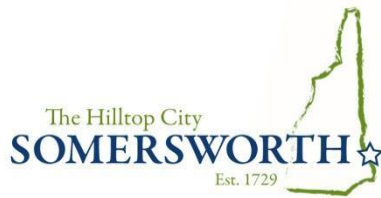
City Manager
[Handwritten Signature]

APPLICANT ORGANIZATION

City of Somersworth

DATE SUBMITTED

June 9, 2026



ROLL CALL OF MEMBERS

The meeting was called to order at 7:00 p.m. by Mayor Gerding and, upon roll call, the following Council members were present: McNair, Gibson, Paradis-Catanzaro, Michaud, Witham, Austin, Cameron and Barry.

Councilor Vincent was excused.

PLEDGE OF ALLEGIANCE

Councilor Cameron led the Council in the Pledge of Allegiance.

RECOGNITION OF INDIGENOUS PEOPLE – OUR NATIVE ANCESTRAL AMERICANS

Mayor Gerding read the Recognition of Indigenous People – Our Native Ancestral Americans

PRESENTATIONS

- A. Update on the Status of the Library Project – Library Director, Tayna O'Dee & City Engineer, Amber Hall

City Manager Moore shared that this presentation is a result of a conversation had during the December Council Orientation where the members present got to hear from Director O'Dee about the Library and its momentum with regards to programming and the buildings condition. The feedback he heard then is that we need to speak more about this and share where we are, the great story that our library is and the impacts of the current building conditions. This is an effort to see forward the renovation and expansion of the library. Manager Moore stated that while there is no action on the agenda this evening related to the library, City staff wanted to take this opportunity to provide a status update the Council and the public.

Library Director Tanya O'Dee introduced herself and shared that she has been with the Somersworth Public Library for four years and as the Director for three years. She expressed the privilege she has by working alongside incredible staff and supportive trustees who truly care about this City and the people who come through the library doors every day. Through the presentation she will share what is happening at the Somersworth Public Library, how much it has grown and what that growth means for the library's future.

When most people think of libraries they think of books, and yes, the library has thousands of them, but the collection today supports so much more than reading for information or pleasure. The library circulates physical books, e-books, audiobooks, DVDs and physical items. Last year alone the library circulated 45,000 items with the collection reflecting the needs and voices of our Community and the demand for that continuing to grow.

The modern library isn't just about what is on the shelves, it is about supporting our Community and if the library does not own an item, interlibrary loan services are offered, as well as access to e-books through a partnership with the New Hampshire State Library. Free or discounted museum passes are offered to allow

Councilor Witham stated that oftentimes during the legislative session through his tenure on Council, he has felt nervous and on a rare occasion mad, at actions that are taken by our legislators in Concord because they do impose in many cases burdens or lack of flexibility or local control and local choice also causing him to feel concerned. With this Resolution, it speaks to some actions being contemplated in Concord which seem to have momentum that doesn't make him nervous, anxious or mad, but makes him scared and that's a different word. Councilor Witham is scared of what our school system could look like in the not too distant future and it is not hard to imagine a fallout from actions that this Resolution seeks to address that could take us from having the first public high school in the State of New Hampshire, to being a place where we don't have a public high school anymore and if that doesn't scare you, then he don't know what could. He commented he is not sure what this does, and it is sort of like pulling the blanket over your head when you're scared, but it is at least something and he certainly supports the Resolution.

The motion passed 8-0 by roll call vote.

CITY MANAGER ITEMS REQUIRING ACTION

A. Authorization to Accept a Grant to Update Historic District Infill Design Guidelines

Councilor Gibson made a motion to authorize the City Manager to accept a grant to update the Historic District Infill Design Guidelines. The motion was seconded by Councilor Barry.

Discussion:

Councilor Barry supports this motion stating that if the City can get funds to support this effort, we should take it. It is also great timing as the Historic District Commission is going through a revision of some of their visual guidelines where they wanted to tackle the topic of infill, but knowing that this grant might be coming, they tabled it and she believes this opportunity gives expert review to help weigh in and be sure it is done correctly.

Councilor Witham recalled walking much of the City's Historic District with Richard Brooks a couple years back and he remembers Mr. Brooks point out what some might characterize as the more successful infill and some other properties that could be characterized as less successful infill. He also noted some infill that has been contentious, and he believes there is a need to better align our thoughts with regard to what this should be.

Mayor Gerding added his support in accepting this grant and he recalled his recent attempt at adjusting the infill regulations of the City's Historic District via an ordinance to no avail, and he does believe that this will be a much more elegant solution than what he brought forward in the heat of the moment.

The motion passed 8-0 by roll call vote.

OTHER

There were no items under Other.

COMMENTS BY VISITORS

Richard Brooks, Ward 1, thanked the Council for reappointing him to the Historic District Commission and he hopes to serve the City well and that the Council is happy with his because he does try his best. He stated that he looks forward to the infill grant and asked that the Council keep in mind that the City's form-based codes are all within the historic downtown and he hopes it works well with that. He believes that form-based codes can be used as a way to lead what infill should look like and give the Commission more of a design guideline pointing the members in the right direction. He stated that he is willing to have

	City of Somersworth – Resolution
	Resolution No: 17-26 TO NOTIFY THE CITY TAX COLLECTOR THAT THE CITY COUNCIL SHALL NOT ACCEPT A TAX DEED ON CERTAIN PROPERTIES SUBJECT TO AN UNREDEEMED TAX LIEN

February 2, 2026

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

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

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

<u>Location</u>	<u>Tax Map/Lot</u>
5 Bears Way	83-21M
30 Blackwater Road	35-14
38 Buffumsville Road	3-14
229 Sherwood Glen	87-229M
5 Wexford Lane	35-12A
7 Wexford Lane	35-12B

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Don Austin Laura Barry Richard Michaud	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 17-26

History

First Read Date:	02/02/2026	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:	02/17/2026		

Discussion

02/02/2026

Clerk LaPanne performed a first reading on Resolution 17-26.

Resolution 17-26 will remain in first reading until the call of the Chair.

02/17/2026

Clerk LaPanne performed a second reading of Resolution 17-26.

Councilor McNair made a motion to adopt Resolution 17-26 as submitted. The motion was seconded by Council Gibson.

Discussion:

Councilor Witham recalled speaking about this during a recent Committee report and this action now is to notify the City Tax Collector not to take these deeds because they would create unnecessary hardship for the City such as contaminated land and things of that nature. Regarding the remaining properties, the City Tax Collector will work with our Finance Department to move forward with deeding but will likely result in almost every instance with the property owners coming up with a payment plan or some other strategy. He stated the last thing the City wants to do is to evict somebody out of their own property that we then need to get rid of. Councilor Witham reported that in all of his time on City Council, the list of properties where people have gotten behind on their property taxes is the smallest that it has ever been, and that's not to say that people in the Community aren't facing challenges with paying their taxes, but that people care about the services that we deliver and they do what they need to pay their taxes. He applauds the City residents for that extra effort and just wants them to know that this is an automatic process that hopefully we can come to resolve.

The motion passed 8-0 by roll call vote.

Voting Record		YES	NO
Ward 1 Councilor	McNair	X	
Ward 2 Councilor	Vincent	EXCUSED	
Ward 3 Councilor	Gibson	X	
Ward 4 Councilor	Paradis-Catanzaro	X	
Ward 5 Councilor	Michaud	X	

At Large Councilor	Witham	X	
At Large Councilor	Austin	X	
At Large Councilor	Cameron	X	
At Large Councilor	Barry	X	
TOTAL VOTES:		8	0
On 02/17/2026	Resolution 17-26	PASSED	FAILED



City of Somersworth – Ordinance

Ordinance No: **7-26**

TO CREATE ORDINANCE CHAPTER 35, SCHEDULE OF FEES

February 17, 2026

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Ordinances of the City of Somersworth, as amended, be further amended by creating new Ordinance Chapter 35, Schedule of Fees:

Chapter 35, SCHEDULE OF FEES

Section 1: PURPOSE

This ordinance is adopted for the purpose of creating a more efficient system for the City to adopt and adjust municipal fees.

Section 2: PROCEDURE

To the extent permitted by law and notwithstanding any ordinance previously adopted to the contrary, all municipal fees, whether established by ordinance or otherwise shall be adopted and may be amended by resolution during the annual budget adoption process and have the effective date as indicated in the resolution.

Section 3: DEFAULT

Any municipal fee which is not listed in the fee resolution adopted during the annual budget process, or any municipal fee which is determined to require a process other than adoption by annual budget resolution, shall remain at the level at which it was last validly adopted by the City.

Section 4: FEE UPDATES PRIOR TO FIRST BUDGET PROCESS UNDER THIS ORDINANCE

Any existing or new fees adopted by the City Council prior to the first resolution implementing the initial resolution under this ordinance; shall be in the form of a resolution and combined with and readopted with the initial resolution.

It is further ordained that the City Clerk is hereby authorized to replace the fee provision in any appropriate ordinance, with a provision reading "Fees to be determined in accordance with Chapter 35" or similar wording.

This Ordinance shall take effect upon its passage.

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Donald Austin Laura Barry Richard Michaud	<i>Approved:</i> City Attorney

City of Somersworth – Ordinance 7-26

History

First Read Date:	02/17/2026	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

02/17/2026

Clerk LaPanne performed a first reading on Ordinance 7-26.

Ordinance 7-26 will remain in first reading until the call of the Chair at the next regularly scheduled meeting, and at which time there will be a public hearing scheduled.

Voting Record		YES	NO
Ward 1 Councilor	McNair		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Paradis-Catanzaro		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Austin		
At Large Councilor	Cameron		
At Large Councilor	Barry		
TOTAL VOTES:			
On	Ordinance 7-26	PASSED	FAILED



City of Somersworth – Ordinance

Resolution No: **18-26**

JOINT RESOLUTION OF THE CITY OF SOMERSWORTH CITY COUNCIL AFFIRMING THE CITY OF SOMERSWORTH'S COMMITMENT TO SELF-DETERMINATION, SELF-GOVERNANCE, AND LOCAL CONTROL

February 17, 2026

WHEREAS, the City of Somersworth affirms its support for locally determined school enrollment options; and

WHEREAS, the City of Somersworth opposes any statewide policies - including open enrollment - that risk exacerbating educational and financial inequities or compromising the sustainability of local school districts; and

WHEREAS, decisions regarding open enrollment must be made through a transparent, inclusive process at the local level, with meaningful input from those directly impacted;

NOW, THEREFORE, BE IT RESOLVED; that the City Council of the City of Somersworth opposes all attempts of any statewide policies that deter from the New Hampshire tradition of self-governance and local control. And, further opposes any attempt of implementing or dictating through State policy, the local governing body's right of self-determination and ability to enter, or not enter, into open enrollment agreements.

Authorization	
<i>Sponsored by:</i> Mayor Matt Gerding Councilor Crystal Paradis-Catanzaro	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 18-26

History

First Read Date:	2/17/2026	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:	2/17/2026		

Discussion

02/17/2026

Clerk LaPanne performed a first reading of Resolution 18-26.

Councilor Austin made a motion to suspend Council Rules to allow for a second reading of Resolution 18-26. The motion was seconded by Councilor Witham.

Discussion:

Mayor Gerding stated this Resolution is a timely matter and he understands the reason for the motion for a second reading tonight. He added that the State legislature is currently debating and discussing this as we speak and so the faster we get this to them, the better.

The motion passed 8-0 by voice vote.

Clerk LaPanne performed a second reading of Resolution 18-26.

Councilor Paradis-Catanzaro made a motion to adopt Resolution 18-26 as submitted. The motion was seconded by Councilor Gibson.

Discussion:

Councilor Austin stated he thinks it is important to take action on this Resolution this evening and that there are several pieces of legislation in Concord that would completely go counter to this particular Resolution. He believes that it is important for the City to take an affirmative position that says we reject any efforts by outside governmental entities to tell us what we need to do beyond what already exists. There are a number of things that the State requires the City to do that we just do because we have to. but this would be a brand-new piece of requirement that particularly, with regard to the open enrollment process, would be very harmful to communities like Somersworth. Councilor Austin stated that beyond open enrollment, there are other legislative issues being discussed that would adversely impact what's going on here in Somersworth. He thinks it is important for the Council to take a stand as stated within the Resolution.

Councilor Gibson added that the State has continually refused to shoulder their share of the burden of education in the State of New Hampshire and yet they have no qualms whatsoever with downshifting additional resource

intensive legislation to the local level. He would say to the State on the subject of open enrollment, ‘Great, open enrollment, you pay for it’.

Councilor Witham stated that oftentimes during the legislative session through his tenure on Council, he has felt nervous and on a rare occasion mad, at actions that are taken by our legislators in Concord because they do impose in many cases burdens or lack of flexibility or local control and local choice also causing him to feel concerned. With this Resolution, it speaks to some actions being contemplated in Concord which seem to have momentum that doesn't make him nervous, anxious or mad, but makes him scared and that's a different word. Councilor Witham is scared of what our school system could look like in the not too distant future and it is not hard to imagine a fallout from actions that this Resolution seeks to address that could take us from having the first public high school in the State of New Hampshire, to being a place where we don't have a public high school anymore and if that doesn't scare you, then he don't know what could. He commented he is not sure what this does, and it is sort of like pulling the blanket over your head when you're scared, but it is at least something and he certainly supports the Resolution.

The motion passed 8-0 by roll call vote.

Voting Record		YES	NO
Ward 1 Councilor	McNair	X	
Ward 2 Councilor	Vincent	EXCUSED	
Ward 3 Councilor	Gibson	X	
Ward 4 Councilor	Paradis-Catanzaro	X	
Ward 5 Councilor	Michaud	X	
At Large Councilor	Witham	X	
At Large Councilor	Austin	X	
At Large Councilor	Cameron	X	
At Large Councilor	Barry	X	

TOTAL VOTES:		8	0
On 2/17/2026	Ordinance 18-26	PASSED	FAILED

Municipality Certification of Authority

I, Kristen LaLanne (Name), hereby certify/attest that I am duly elected Clerk/Secretary of City of Somersworth (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on February 17, 20 26, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That David Moore, City Manager (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of City of Somersworth (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: June 3, 2026

ATTEST: K. LaLanne
(Secretary/Clerk Signature Completing this Certificate)

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: City of Somersworth One Government Way Somersworth, NH 03878		Member Number: 293	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
--	--	------------------------------	--	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2026	7/1/2027	Each Occurrence \$2,000,000 General Aggregate \$10,000,000 Fire Damage (Any one fire) Med Exp (Any one person)	
☒ Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	7/1/2026	7/1/2027	Combined Single Limit (Each Accident) \$ 2,000,000 Aggregate \$ 10,000,000	
☒ Workers' Compensation & Employers' Liability	7/1/2026	7/1/2027	☒ Statutory Each Accident \$2,000,000 Disease – Each Employee \$2,000,000 Disease – Policy Limit	
☒ Property (Special Risk includes Fire and Theft)	7/1/2026	7/1/2027	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Department of Natural and Cultural Resources 172 Pembroke Rd. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/2/2026 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax