

Office of the City Manager

TO: Mayor Matt Gerding and City Council Members

FROM: David Moore, City Manager

RE: City Manager Comments for September 21, 2026 Meeting

DATE: Friday September 18, 2026

Presentations

- A. City of Somersworth's Master Plan Chapters – Michelle Mears, Director of Planning & Community Development & Mark Davie, Senior Planner of Strafford Regional Planning Commission

Director Mears will present with Mr. Davie regarding the recently completed Master Plan work by the Planning Board. In accordance with the Charter, the Master Plan Chapters are to be adopted by the City Council and action pertaining to this is on your agenda.

Public Hearings

There are no public hearings scheduled for this meeting.

Consent Calendar

I have no additional comments related to items under Consent Calendar.

Acceptance of Written Communications, Petitions and Donations

Lay on the Table

There are no items under "Lay on the Table" for your meeting.

Consideration of Ordinances and Resolutions

A. First Reading of Ordinance 1-27 – Supplemental Appropriation for Repairs to the Furber Chapel Located Within the Forest Glade Cemetery.

As the City Council is aware, the City has been working diligently to complete needed improvements at this historic cultural resource. At this time, the cost of the needed repairs exceeds the total of the dedicated grant and general fund dollars. I believe further delay in making the needed structural repairs to the Chapel needs to be avoided and recommend the use of fund balance in the amount of \$196,396 in order bridge the gap based on our most current proposal. This figure includes a 10% construction contingency. Please see attached [memorandum](#) by Director Bobinsky with additional detail and information.

A public hearing and second reading of this ordinance would be held on October 5, 2026.

B. First Reading of Resolution 4-27 – Naming Marston Way as a Private Road

The City recently completed the process to address mail delivery and public safety concerns for the apartment units located behind 60, 66, 82, and 90 High Street. The area was previously identified as Marston Lane before urban renewal efforts. The City has now formally designated the area as the private road Marston Way, allowing residents to have clear addresses for mail and package deliveries and making it easier for emergency personnel to locate the units. Please see the attached [memorandum](#) by Public Works Director Bobinsky.

C. First Reading of Resolution 5-27 – To Appropriate Funds from the State Revolving Loan Fund for Improvements to the Water Treatment Plant

As you know, the City Council recently held a workshop to discuss the status of the Water Treatment Plant project and attended a tour. I have attached a [memorandum](#) from Director Bobinsky regarding this update and proposed way forward. In addition, I have [attached the slides](#) from the presentation from your workshop on September 14th.

A public hearing and second reading is required for this borrowing resolution. The public hearing will be held on October 5th. At that time, we will provide a version of the workshop presentation for the public.

City Manager Items Requiring Action

A. Authorize the City Manager to Enter into a Contract with Horsely Witten Group for Third Party Review and Inspection Services for Site Plan Applications

The City recently conducted a formal request for proposals for firms wishing to provide professional land use plan review and construction inspection services. Please see the attached [memorandum](#) from Director Mears. Horsley Witten Group has provided these services to Somersworth since 2019, supporting the Planning Board and Site Review Technical Committee with technical reviews of development applications and inspections of approved projects. Horsley Witten is recommended to be retained for these [services](#). This action was reviewed and favorably recommended by a joint meeting of the Public Works & Environment and Finance Committees.

Sample motion: To authorize the City Manager to enter into a contract with Horsley Witten Group for professional land use plan review and construction inspection services.

B. Authorize the City Manager to Accept the Highway Safety Grant Contract Amendment

The Somersworth Police Department has been approved for a [2026 Highway Safety Grant](#) (26-170) to help with enforcement and equipment over the course of the next year. The City was originally notified of an award totaling \$12,700 to assist with speed enforcement, distracted driving and other moving violations.

We have since been made aware of additional funding support being awarded to the City under the grant of \$19,304.11. This portion of the funding will include speed enforcement equipment as well as a Speed Radar Display Trailer, which will restore a capability the Department previously had, but lost due to equipment failure.

In total the grant award is \$32,004.11 and the local match required totals \$9,609.70.

Sample Motion: To accept the terms of the Highway Safety Grant, as presented in the amount of \$12,700.00, and the amended grant terms in the amount of \$19,304.11 as presented in the Grant Agreement Amendment Notice for an adjusted total grant limitation of \$32,004.11 and to further authorize the City Manager to execute any and all documentation required to complete the award and execute the grant purposes.

Other

A. Adopt the following Master Plan Chapters:

- a. [Housing Chapter & Appendix A: Supporting Data](#)
- b. [Natural Resources Chapter](#)
- c. [Land Use Chapter](#)
- d. [Historic & Cultural Resources Chapter](#)
- e. [Transportation Chapter](#)
- f. [Economic Development Chapter](#)
- g. [Vision Chapter](#)

A presentation on the Master Plan chapters will be provided at the start of your meeting. Please see the attached [memorandum](#) from Director Mears for additional information. Under “Other” this evening, I recommended the City Council vote to adopt the Master Plan Chapters as presented in accordance with the City Charter.

Sample Motion: To Adopt the Revisions of the Economic Development, Historic & Cultural Resources, Vision, and Transportation, Housing, Land Use, and Natural Resources Master Plan Chapters as outlined in the City Charter.

B. Set Polling Hours for the November 3, 2026 State General Election and Special Municipal Election

For the November 3, 2026 State General Election and Special Municipal Election, the Council will be asked to set polling hours. The City most recently has held elections from 7:00 a.m. to 7:00 p.m.

C. Action on Proposed City Council Meeting Schedule for 2027

I have coordinated with the Mayor on a meeting [schedule for 2027](#) for regular meetings of the City Council. In accordance with your rules, I proposed the City Council take action to approve the schedule

Sample Motion: To approve the Proposed City Council Meeting Schedule for 2027 as presented.

Informational Items

Primary Election

The City would like to thank everyone who helped make the 2026 State Primary Election another successful and well-organized election. Special thanks to the City Clerk team, election officials, poll workers, volunteers, City staff, and the Department of Public Works for their hard work in preparing the polling locations and supporting the election process. This was the first election at the new Ward 5 polling location and we received feedback and will be making some adjustments for the General Election. We appreciate the cooperation in making the polling site possible by the Somersworth Housing Authority.

Water Treatment Plant Workshop and Tour

On Monday, September 14, the City Council held a workshop to discuss planned upgrades and improvements to the City's Water Treatment Plant. Following the workshop, Councilors had the opportunity to tour the facility with Chief Operator Greg Kirchofer, who provided an overview of the plant's operations, equipment, and current needs. The tour gave Council members a closer look at the important work that goes into treating and providing safe, reliable drinking water to the community.

The Future of Somersworth Schools

The Mayor's Commission to Redesign and Reimagine the Somersworth School District will continue its community engagement series with two upcoming events. The first event was held on Wednesday, September 16th. The next session will take place Wednesday, September 23rd, and will feature hands-on brainstorming and small-group discussions focused on facilities, community partnerships, K-8 redesign, and reimagining the high school. The series will conclude on Wednesday, October 7th. Residents are encouraged to participate and share their ideas as the

Commission explores new possibilities for the future of Somersworth's public schools. No RSVP is required, and childcare and light refreshments will be provided.

City Hall Trick or Treat

Somersworth Recreation is bringing back the [City Hall Trick or Treat](#) on Thursday, October 22nd, from 3:00–4:00 p.m. at Somersworth City Hall. This Halloween event is for children ages 3–5 and gives little ones a chance to dress up and enjoy some Halloween fun. Registration is required and space is limited. Registration is available through the Somersworth Recreation Department.



City of Somersworth
City Council Meeting Agendaⁱ
City Council Chambers
Monday, September 21, 2026
7:00 p.m.

1. Roll Call of Members
2. Pledge of Allegiance
3. Recognition of Indigenous People – Our Native Ancestral Americans
 - This meeting takes place on N'Dakinna (n-DA-ki-na), which is the unceded traditional ancestral homeland of the Abenaki (a-BEN-a-ki), Pennacook and Wabanaki Peoples past and present. We acknowledge and honor with gratitude the land, waterways, living beings and the Aln8bak (Al-nuh-bak), the people who have stewarded N'dakinna throughout the generations.
4. Presentations
 - A. City of Somersworth's Master Plan Chapters – Michelle Mears, Director of Planning & Community Development & Mark Davie, Senior Planner of Strafford Regional Planning Commission
5. Public Hearings
6. Comments by Visitors
7. Consent Calendar
 - A. Approve Minutes of the City Council Meeting held on August 10, 2026
 - B. Approve Minutes of the Special City Council Meeting held on August 24, 2026
 - C. Approve Minutes of the City Council Workshop held on September 14, 2026
8. Acceptance of Written Communications, Petitions and Donations
9. Mayor's Report
10. City Manager Report
11. Report of Standing Committees, Special Committees, City Officers
12. Nominations, Appointments and Election

Nominations Being Introduced for Council Vote:

 - A. Patrick Mitchell for appointment as an Alternate Member of the Historic District Commission for a term of 3 years
 - B. Amy LaBelle for reappointment as a Member of the Cemetery Board of Trustees for a term of 5 years

- C. Arlene Labrie for reappointment as a Member of the Library Board of Trustees for a term of 5 years

13. Lay on the Table

14. Consideration of Ordinances and Resolutions

- A. First Reading of Ordinance 1-27 – Supplemental Appropriation for Repairs to the Furber Chapel North Wall
- B. First Reading of Resolution 4-27 – Naming Marston Way as a Private Road
- C. First Reading of Resolution 5-27 – To Appropriate Funds from the State Revolving Loan Fund for Improvements to the Water Treatment Plant

15. City Manager Items Requiring Action

- A. Authorize the City Manager to Enter into a Contract with Horsely Witten Group, Inc. Sustainable Environmental Solutions for Third Party Review and Inspection Services for Site Plan Applications
- B. Authorize the City Manager to Accept the Highway Safety Grant Contract Amendment

16. Other

- A. Adopt the following Master Plan Chapters:
 - a) Housing Chapter & Appendix A: Supporting Data
 - b) Natural Resources Chapter
 - c) Land Use Chapter
 - d) Historic & Cultural Resources Chapter
 - e) Transportation Chapter
 - f) Economic Development Chapter
 - g) Vision Chapter
- B. Set Polling Hours for the November 3, 2026 State General Election and Special Municipal Election
- C. Action on Proposed City Council Meeting Schedule for 2027

17. Comments by Visitors

18. Councilors Seeking to be Recognized

19. Adjournment

ⁱThe order of this agenda may be changed following a suspension of Council Rules. A motion to enter Non-Public Session in accordance with RSA 91-A:3 may occur at any time during the meeting.



City of Somersworth – Ordinance

Ordinance No: **1-27**

SUPPLEMENTAL APPROPRIATION FOR REPAIRS TO THE FURBER CHAPEL NORTH WALL

September 21, 2026

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

The annual budget for the City of Somersworth for Fiscal Year 2026-2027 is amended as follows:

Appropriate \$196,396 (One Hundred Ninety-Six Thousand Three Hundred Ninety-Six dollars) from the undesignated fund balance to the Cemetery Building Maintenance Account for repairs to the Furber Chapel as follows:

Original Budget
\$ 2,300

Amendment
\$ 196,396

Revised Budget
\$ 198,696

Approved as to Funding:

Jordan Miles
Director of Finance and Administration

Recorded by:

Kristen LaPanne
City Clerk

Background:

The City identified the need for repairs in conjunction with the Cemetery Board of Trustees and received Land and Community Heritage Investment Program (LCHIP) funds from the state of New Hampshire for those improvements. The City utilized a portion of the LCHIP funds to complete structural assessments to address exterior wall condition and received a scope of work for repairs to the structures exterior wall and sought proposals. The deteriorated state of the north wall poses unacceptable risk to the future of this historic resource that is a critical component of the integrity of the Forest Glade Cemetery's eligibility for the listing on the National Reister of Historic Places. The estimated cost of the project and recommended construction contingency of 10% exceeds remaining available grant and local capital improvement plan funding. This Ordinance appropriates money from the undesignated fund balance to pay for repairs to the Furber Chapel in FY 2026-2027.

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

This Ordinance shall take effect upon its passage.

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

City of Somersworth – Ordinance 1-27

History			
First Read Date:		Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

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 1-27	PASSED	FAILED



MEMORANDUM from Director Public Works & Utilities

Date: September 16, 2026

To: David Moore, City Manager

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

Cc: Jordan Miles, Director of Finance and Administration
Amber Hall, PE, City Engineer

Re: Furber Chapel North Wall Restoration Amended -Bid Results-Review

Background

The City received bids on July 24, 2026 for the Furber Chapel north wall restoration from masonry contractors who specialize in historic properties. The engineering firm, Structures North of Salem, Massachusetts, assisted Department staff with preparing bidding documents, scope of work and evaluated bids received.

The following bids were received:

Stepping Stones Masonry and Restoration Barrington, NH	\$292,178.31
Murray Masonry and More Corporation Peabody, Massachusetts	\$346,500.00
A & R Construction Beverly, Massachusetts	\$435,000.00

\$125,000 has been appropriated for the project which includes a \$62,500 LCHIP grant award with a local match of \$62,500. The Grant was awarded to the City on November 18, 2024.

Following review, staff considered rebuilding the wall in phases but implementing the restoration project in phases will result in higher costs due to mobilization and higher material costs over time. In addition, our structural engineer consultant does not recommend a phased approach, given the nature of the restoration and current unstable condition.

Staff presented an update and recommendations on the wall restoration to the Public Works and Environment-Finance Committee at their August 31, 2026 Committee meeting. Committee members endorsed a recommendation to the City Council to proceed with the full restoration work and seek an appropriation from the City's fund balance to meet the project costs.

Staff conducted a background investigation on Stepping Stones Masonry and all references and former customers were all extremely positive and most indicating they would not use any other masonry contractor for their work. Officials from Castle in the Clouds in Moultonborough NH, indicated they only use Stepping Stones Masonry for their restoration and repair work.

Recommendation

To that end, staff recommends awarding the restoration contract to Stepping Stones Masonry at \$292,178 who provided the lowest overall qualified bid proposal.

Additional Funding needed:

Total Bid Price:	\$292,178
Available Funds Previously Appropriated:	
LCHIP Grant:	(\$ 62,500)
Local Match:	<u>(\$ 62,500)</u>
Additional Funds Needed:	\$167,178
Contingency: 10%	<u>\$ 29,218</u>
Total New Appropriation Requested:	\$196,396

SECTION 00 40 00 – FORM FOR GENERAL BID

The final BID FORM will be issued following the Pre-Bid Conference and issuance of any Addenda

By submitting this bid the undersigned represents to the Owner:

- that he/she has examined and understands the Advertisement for Bids, Instructions to Bidders, contract forms, General Conditions of the Contract, Drawings, Specifications and all other Contract Documents, and has examined the site, as defined therein.
- that this bid is made with distinct reference and relation to all said Contract Documents.
- that in regard to the conditions affecting the work to be done and the labor and materials needed, this bid is based upon his/her own investigation and research in addition to any drawings, surveys, measurements, dimensions, calculations, estimates, or other tests or representations of any employee, officer, agent or consultant of the Owner.

A bidder wishing to amend this bid after transmittal to the Owner may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

Submitted to: Amber Hall, P.E., City Engineer
ahall@somersworthnh.gov

As directed in Section 00 10 00 – Invitation to Bid, email to:

Attn: Amber Hall, P.E., City Engineer
City of Somersworth
One Government Way
Somersworth, NH 03878
ahall@somersworthnh.gov

- A. The Undersigned proposes to furnish all labor and materials required to complete all of the work for the **Furber Chapel – North Gable End Wall Restoration**, in accordance with the accompanying Drawings, Specifications and Addenda, prepared by Structures North Consulting Engineers Inc., 60 Washington Street, Salem, MA 01970, for the Contract Price specified below, subject to additions or deductions according to the terms of the Specifications.
- B. THIS BID INCLUDES **ADDENDA** NUMBERED: #1

C. PROPOSED PRICING AS FOLLOWS:

C1. **BASE BID:**

Item #U1: 326 sf @ \$ 135 = \$44,000

Item #U2: 115 sf @ \$ 77 = \$8,800

Pricing for Items #U1 & #U2 shall be based on a fixed area for bid purposes, and should the quantities change during the course of the work (see Section 01 01 00 – Summary of Work) the unit prices listed above shall be used in any adjustments in the scope.

Remainder of work by the Lump Sum = \$239,378.31

TOTAL BASE BID = \$292,178.31

PROPOSED START DATE: 2/1/27

- D. **PERFORMANCE GUARANTEE:** The undersigned agrees that, if he is selected as General Contractor, he will within ten days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid.
- E. The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Date 7/23/26

Social Security Number or
Federal Identification
Number: 001-96-0770

By: Aidan Ahern

Telephone: (603) 312-6461

Steppingstones Masonry & Restoration
(Print Name of Bidder)

Project Manager
(Name and Title of Person Signing Bid)

36 Lee Rd
(Business Street Address)

Barrington, NH 03825
(City, State and Zip Code)

END OF SECTION 00 40 00



/ 603-312-6461

/aidan@steppingstonesmasonry.com

/ 36 Lee Rd, Barrington, NH 03825

FURBER CHAPEL

North Gable End Wall Restoration — Construction Schedule

The following table presents the estimated labor hours for the Furber Chapel North Gable End Wall Restoration. All quantities are based on a two-person crew, typically consisting of one lead mason and one tender. Throughout most of the project, we anticipate having four workers on site, allowing two crews to perform multiple activities concurrently where sequencing and site conditions permit.

Several portions of the work can also proceed simultaneously. For example, window and stained-glass restoration activities may be completed off site in the restoration studio while masonry work continues at the chapel. Because the listed labor hours do not represent a strictly sequential schedule, the total crew hours should not be used alone to determine the overall project duration.

The anticipated project start date is February 1, 2027, with substantial completion expected by May 28, 2027, subject to weather conditions, material availability, required approvals, concealed conditions, and coordination with specialty restoration contractors.

FURBER CHAPEL

North Gable End Wall Restoration — Construction Schedule

No.	Work Section	Activity Title	Description of Work	Two-Person Crew Hours
1	Exterior Work	Install, Enclose, and Remove Scaffolding	Install OSHA-compliant exterior scaffolding across the north gable end wall. Provide temporary roofing, tarping, weatherproof enclosure, and protection for the wall, roofing, stored stone, and masonry work. Dismantle and remove all scaffolding and temporary protection upon completion.	24
2	Exterior Work	Install Temporary Shoring and Lateral Bracing	Install temporary shoring, bracing, and support to maintain safe and stable conditions during dismantling and reconstruction. Provide lateral wall bracing and temporary support at the window opening, arch, and affected masonry areas. Protect historic materials at all bearing points.	24
3	Exterior Work	Label and Document Stonework	Photograph, label, and document coping stones, gable peak stone, ashlar wall stones, window trim, arch stones, sill stones, buttress stones, coursing, joint profiles, and original layout. Organize records so stones can be reset in their original locations.	8
4	Exterior Work	Remove and Store Coping Stones	Carefully remove the sloped coping stones and decorative gable peak stone. Protect existing roofing and flashing. Label and store salvaged stones in a protected and organized location for reinstallation.	40
5	Exterior Work	Dismantle Exterior Ashlar Stone Face	Carefully dismantle the designated exterior ashlar stone face. Salvage, clean, label, organize, and store reusable stones. Remove unstable masonry and abandoned metal anchors. Notify the Engineer of conditions that differ from the drawings.	40
6	Exterior Work	Dismantle Stone Buttresses	Carefully dismantle the designated stone buttresses. Photograph, label, organize, and store reusable stones so they can be reset in their original layout and orientation.	64
7	Exterior Work	Inspect and Repair Backup Masonry	Inspect exposed backup masonry and the wall assembly. Remove loose or deteriorated units, repoint masonry joints, and reset or replace unsound brick or masonry. Notify the Engineer of voids, unstable areas, embedded metal, or concealed conditions.	40
8	Exterior Work	Cut and Repoint Remaining Exterior Masonry	Remove deteriorated mortar from designated exterior joints without damaging adjacent masonry. Repoint with the approved mortar mix, color, texture, aggregate, and joint profile. Protect new mortar during curing.	40
9	Exterior Work	Rebuild Exterior Ashlar Stone Face	Rebuild the exterior ashlar stone face using salvaged stones. Match the original coursing, alignment, joint widths, wall plane, and appearance. Install stainless-steel anchors. Jet-clean and grout-inject the collar joint during reconstruction.	160

10	Exterior Work	Rebuild Stone Buttresses	Rebuild the dismantled buttresses using salvaged stones. Match the original layout, coursing, orientation, and appearance. Install stainless-steel sock anchors, rods, dowels, pins, and related anchoring components. Jet-clean and grout-inject the collar joint.	128
11	Exterior Work	Reset Window Trim Stones and Arch Stones	Remove and reset designated window trim and arch stones. Install stainless-steel anchors, jet-clean and grout-inject the collar joint, and maintain the original layout and appearance. Install backer rod and sealant where indicated.	80
12	Exterior Work	Install Thru-Wall Flashing and Reset Coping Stones	Restore the top-of-wall masonry and install new thru-wall flashing. Rework existing copper flashing as required. Reset salvaged coping stones and the gable peak stone using stainless-steel pins and plastic shims. Do not bed coping stones in mortar.	40
13	Exterior Work	Clean Exterior Masonry	Clean completed exterior masonry to remove mortar residue, grout splatter, staining, dust, and construction debris.	20
14	Interior Work	Install Interior Protection and Access	Protect floors, pews, woodwork, plaster, and interior finishes. Install OSHA-compliant interior staging or work platforms to access the wall, stained-glass opening, plaster, and backup masonry.	16
15	Interior Work	Remove Interior Finishes	Carefully remove plaster, lath, strapping, studding, paneling, and related finishes as required to expose the structural masonry wall. Protect adjacent historic finishes, flooring, pews, and wood trim.	40
16	Interior Work	Investigate Interior Wall Assembly	Inspect and document the exposed interior wall assembly, including backup masonry, brick joints, structural conditions, voids, cracks, and concealed deterioration. Notify the Engineer of differing conditions or additional repair needs.	8
17	Interior Work	Cut and Repoint Interior Brick Masonry	Cut and repoint exposed interior brick masonry before exterior collar-joint grouting. Use compatible mortar and approved mockups. Repair or replace deteriorated brick units where required and approved.	40
18	Interior Work	Restore Interior Plaster to Match Existing	Install a traditional three-coat horsehair plaster system over repaired areas. Match the existing plaster thickness, texture, and finish.	1
19	Interior Work	Restore Interior Woodwork and Finishes	Reinstall and restore wood backing, wainscoting, paneling, trim, paint, and other disturbed finishes. Match the existing interior appearance.	20
20	Window Restoration	Remove Existing Window Frame and Trim	Carefully remove the existing window frame and trim for stained-glass restoration. Salvage reusable materials and coordinate the removal sequence with the stained-glass restoration contractor.	8

21	Window Restoration	Repair or Replace Window Frame and Trim	Prepare a full-size template and fabricate a new mahogany window frame where required. Incorporate salvageable original materials and reproduce existing trim profiles and architectural details.	8
22	Window Restoration	Prime and Paint Window Frame	Apply one coat of oil-based primer and one coat of exterior latex paint before installation. Apply a second finish coat after the frame and stained-glass panels are installed.	8
23	Window Restoration	Install Window Frame and Assist Stained-Glass Installation	Install the new window frame and coordinate with the stained-glass restoration contractor during panel reinstallation. Install the frame in multiple sections if required by field conditions.	8
24	Window Restoration	Stained-Glass Reinstallation and Structural Anchoring	Reinstall restored stained-glass panels using non-curing butyl glazing sealant and stainless-steel setting blocks. Install saddle bars and lead tie-wires as required. Seal the exterior perimeter with compatible elastomeric sealant.	8
25	Window Restoration	Custom Exterior Protective Storm Window System	Fabricate and install a custom sectional exterior storm-window system matching the existing stone mullions and tracery. Provide architectural-grade metal framing, 1/4-inch clear laminated Low-E safety glass, and screened ventilation openings.	8
26	Project Closeout	Final Cleanup and Demobilization	Remove tools, scaffolding, temporary protection, debris, excess materials, and equipment. Clean interior and exterior work areas, restore disturbed areas, complete punch-list work, and leave the site clean and orderly.	20
TOTAL ESTIMATED TWO-PERSON CREW HOURS				901
TOTAL ESTIMATED TWO-PERSON CREW DAYS				113
TOTAL ESTIMATED TWO-PERSON CREW WEEKS				23
ANTICIPATED WORKING DAYS				84

	City of Somersworth – Resolution
	Resolution No: 4-27 NAMING MARSTON WAY AS A PRIVATE ROAD

September 21, 2026

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the following road be named and addresses assigned, if required;

NAME

EXPLANATIONS

“MARSTON WAY”

- 1) Name suggested by the E-911 Committee and communicated with the property owner.
- 2) The E-911 Committee recommended and approved the name at their September 3, 2026 Committee meeting.
- 3) The name is required to be in compliance with E-911 standards. State E-911 officials concurred that the proposed name is in compliance with E-911 standards.
- 4) Marston Way will be a private road.
- 5) The owner is required to install a street sign and a “Private Way” sign per City condition of name acceptance.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT this action is in accordance with RSA 231:133; RSA 231:133-a; RSA 106-H; State of NH, Department of Safety, Division of Emergency Communications Addressing Standards, and Chapter 19, Section 23, City of Somersworth Ordinances.

Authorization	
<i>Sponsored by Councilor:</i> Bonnie McNair	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 4-27

History

First Read Date:		Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

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	Resolution 4-27	PASSED	FAILED



MEMORANDUM from Director Public Works & Utilities

Date: September 17, 2026

To: David Moore, City Manager

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

Re: Naming Marston Way as a Private Road

The City recently worked to address ongoing mail delivery and public safety concerns for the apartment units located behind 60, 66, 82, and 90 High Street. Tenants with access to the back parking area have experienced difficulty receiving mail and package deliveries because the units did not have clear street addresses.

The parking area had previously been identified as Marston Lane before urban renewal efforts, and the City has now worked through the formal process to establish the name and designate it as a private road. Using E-911 addressing standards, this change will allow residents whose units back up to the parking area to obtain a proper Marston Way address and update their information with the U.S. Post Office and delivery services.

The updated addressing will also make it easier for police, fire, and other emergency personnel to locate these residences quickly when needed. The property owner agreed to the name change as part of a recent Planning Board development approval.



City of Somersworth – Resolution

Resolution No: **5-27**

TO APPROPRIATE FUNDS FROM THE STATE REVOLVING LOAN FUND FOR IMPROVEMENTS TO THE WATER TREATMENT PLANT

September 21, 2026

WHEREAS, the improvements to the Water Treatment Plant are identified in the FY 2026-2031 Capital Improvements Plan and the 2024 Water Treatment Plant Capital Improvement Plan; and

WHEREAS, the City secured initial project funding through the State Revolving Loan Program Plan and the City Council adopted Resolution 12-26 on December 8, 2025, appropriating an amount not to exceed \$7,180,000 (Seven Million One Hundred Eighty Thousand dollars) based on preliminary project information in its Water Treatment Plan Capital Improvements Plan; and

WHEREAS, the City and its engineering consultant have progressed to 30% the engineering and design and identified a full scope of necessary repairs and improvements to its Water Treatment Facility to address aging infrastructure, electrical system deficiencies, building and roof repairs, treatment and pumping capacity limitations, and identified resiliency needs; and

WHEREAS, the proposed improvements are intended to extend the useful life and reliability of the facility, improve water treatment and delivery capacity, address current and anticipated regulatory and building code requirements, and enhance the overall resiliency and safety of the City's water supply system; and

WHEREAS, the New Hampshire Division of Environmental Services has reviewed the 30% design plans and as awarded an additional \$9,720,000 (Nine Million Seven Hundred Twenty Thousand dollars) in State Revolving Loan Funds and extended 30% loan forgiveness at project completion; and

WHEREAS, the total estimated cost of the improvements is \$16,900,000 (Sixteen Million Nine Hundred Thousand dollars); and

WHEREAS, the Public Works & Environment and Finance Committees both met July 30, 2026 and unanimously recommended moving forward with the identified scope of improvements to the City Council and the Council held a workshop and site tour on September 14, 2026 to review that scope; and

WHEREAS, the project costs include engineering, construction, and any other ancillary costs associated with the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH that Resolution 12-26, adopted on December 8, 2025, appropriating an amount not to exceed \$7,180,000 (Seven Million One Hundred Eighty Thousand dollars) from the State Revolving Loan Fund for improvements to the Water Treatment Plant, is hereby amended to \$16,900,000 (Sixteen Million Nine Hundred Thousand dollars) for the purposes of making improvements to the Water Treatment Plant; and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF
SOMERSWORTH THAT:

- (a.) The City Manager is authorized to borrow up to \$16,900,000 (Sixteen Million Nine Hundred Thousand dollars) from the State Revolving Loan Fund; and
- (b.) The City Manager is authorized to apply for, obtain and accept federal, state or other aid, if any, which may be available for the said project;
- (c.) The City Manager is further expressly authorized to make application to the Drink Water and Groundwater Trust Fund for water treatment plant improvements and to execute any documents necessary to complete the application.
- (d.) To take any other actions relative to this project determined to be in the best interest of the City.

<i>Sponsored by Councilors:</i> David A. Witham Donald Austin Laura Barry Bonnie McNair Robert Gibson Crystal Paradis-Catanzaro Richard Michaud	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 5-27

History

First Read Date:		Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Gibson		
Ward 4 Councilor	Paradis-Catanzaro		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Goodwin		
At Large Councilor	Cameron		
At Large Councilor	Barry		
TOTAL VOTES:			
On Resolution 5-27		PASSED	FAILED



MEMORANDUM from Director Public Works & Utilities

Date: September 16, 2026

To: David Moore, City Manager

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

Cc: Jordan Miles, Director of Finance and Administration
Amber Hall, PE, City Engineer
Greg Kirchofer, Chief Water Plant Operator

Re: Water Treatment Plant-Project Scope Update and Financing Recommendation

This memorandum is intended to summarize the current status of the Water Treatment Plant improvement project, which began in 2024. These improvements are the first significant upgrades to the plan since 2008.

Background on the Current Water Treatment Plant Improvement Project

Department staff completed a Facility Capital Improvements Plan of the Water Treatment Plant in 2024. Concurrent with the Plan completion the City and its engineers secured initial State Revolving Loan Funding with 30% loan forgiveness for the project utilizing that Plan's list of needed upgrades and equipment replacements and associated cost estimates of \$7.1.

The City accepted the SRF funding and passed a borrowing resolution (December 2025) and hired Wright Pierce Engineers to begin design work in 2025. During design of the identified improvements significant further needed work in the areas of workplace safety, electrical design, and code requirements affecting building systems were identified which resulted in a more complete project scope and increased cost projection.

NHDES reviewed the updated 30% design plans, agreed to amend the State SRF loan application for the full scope and awarded an additional \$9.8 million in assistance to meet the new cost estimate and extended 30% principal forgiveness to the entire \$16.9 million.

Guidance for Proceeding Past 30% Design Stage

City Staff presented the Water Treatment Plant scope and financing recommendations to the Public Works & Environment and Finance Committees at their July 30, 2026 meeting and gained its favorable recommendation of moving forward with the complete scope of recommended improvements and held a workshop with the City Council on September 14 which included a staff presentation and a tour of the Water Treatment Plant.

If additional SRF funding is accepted and approved by the City Council at the 30% loan forgiveness on \$16,900,000 million, then \$11,830,000 will be repaid over 20 years. Total loan forgiveness will be \$5,070,000.

Next Step

The State SRF officials have made the offer of the revised loan and is waiting to hear back from the City if the revised loan will be accepted. Staff recommends accepting the revised loan and authorize Wright Pierce Engineering to proceed with final design of additional scope to complete the engineering and prepare construction documents for bid solicitation.

Water Treatment Plant Upgrade Design

September 14, 2026

Michael Bobinsky
Amber Hall, PE
Greg Kirchofer
Chris Berg, PE



WRIGHT-PIERCE
Engineering a Better Environment

Background



Water Plant Upgrade History/dates

- City's Water Treatment Plant first put into service in 1895
- First Plant upgrade occurred in 1970-Trident conventional clarification-filtration system installed
- Second Plant upgrade occurred in 1990-addition was built to house microfloc upflow clarification system with filter beds replacing the Trident clarification and filter system previously installed.
- New High Lift Pump station was built at the Plant in 2001, to improve on water production.
- New EPA Drinking Water Standards and in response planned for a new treatment system, 2005-2008

WRIGHT-PIERCE
Engineering a Better Environment



2

Background



Schedule of current design and progress

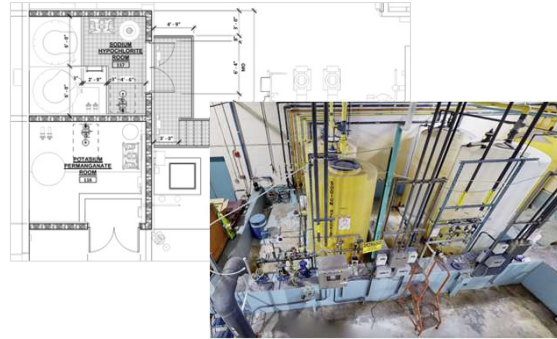
- Engineering and design plans at 30%, began September 2025
- Final design plan expected Fall of 2027
 - Pending decision to implement in phases
- Evaluating possible priority phasing of improvements for cost considerations

Existing Conditions & Priorities



Filters

- Improve access and illumination
- Replace pumps, blowers, valves
- Repair failing underdrains

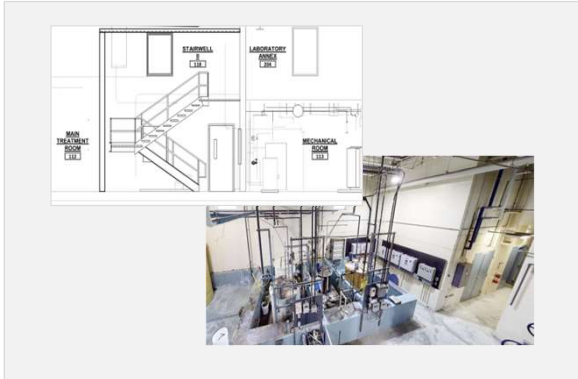


Chemical Feed Systems

- Upgrade equipment for control and reliability
- Isolate chemicals to reduce hazards
- Improve access, life safety, fire protection, and storage systems for worker safety

Existing Conditions & Priorities – Architectural

-Distribution Office Improvements



-Egress Stair by Laboratory

- Photos of plant from Matterport scan



-Bathroom Expansion and Renovations

- Photo of areas that need attention

Existing Conditions & Priorities – Mechanical

HVAC Improvements



- Replace aging boiler



- Fire protection for caustic chemicals



- Upgrade temporary cooling systems

Proposed Improvements

Capacity improvements

- Upgrades to equipment will increase efficiency/resiliency
- Increases water treatment production 25%
- Assist with meeting current and future water use demand in the city.

Age of equipment/replacement

- Drives for Actiflo process
- Pumps, blowers and valves for filters

Maintenance upgrades

- Removal of steel framing over filters
- Slate roof surface and structural repairs
- Filter underdrains and media
- Upgrades to electrical system

Code upgrades/ fire-life safety

- Interior egress staircase by laboratory
- Fire door and vestibule modifications
- Bathroom renovations
- Primary electrical feed changes



Cost & Opportunities



- Original cost, \$7,100,000
 - Current SRF loan in place for \$7,100,000 with 30% principal forgiveness (\$2.1 Million debt erased)
 - \$5,000,000 borrowed
- New total construction cost including construction inspection/administration after preliminary design \$16,900,000
 - NHDES presented option to revise SRF loan to full amount of \$16,900,000 (\$5 Million debt erased)
 - \$11,900,000 borrowed



How We Got Here

- Facility Capital Improvement Plan completed in 2024
- Design began in 2025 based on the Plan
 - SRF loan secured at \$7,100,000 with 30% principal forgiveness
- During design, additional scope drove costs upward
- City staff pursued an additional SRF application this spring for the additional scope to take advantage of SRF funds available now
- The State responded accepting the application and revised their loan availability offer to \$16,900,000 with 30% principal forgiveness

Additional Scope Driving Costs



Primary cost drivers – Electrical Scope

- Primary electrical feed and routing
- Elevate transformer to bring out of floodplain
- Improved resiliency/electrical connectivity

Additional cost drivers

- Chemical feed reorganization – Code issues
- Egress – Code issues
- State/Federal procurement requirements (BABA, Davis-Bacon)
- Additional process enhancements
- Market and anticipated inflation

Possible Phasing Options



- **Phase 1 - Priority Process and Facility Improvements**
 - Addresses the most urgent treatment-process, safety, building, filter, lagoon, and chemical-line improvements. **Estimated cost: \$7.1 million.**
- **Phase 2 – Electrical, Chemical-Feed, and Remaining Facility Upgrades**
 - Completes the electrical, instrumentation, chemical-feed, HVAC, structural, architectural, and deferred improvement work. **Estimated cost: \$9.8 million*.**
- **Total Estimated Project Cost \$16.9 million**

*Estimate only; schedule, economy and codes are factors that may change costs in the future should Phase option be used.

Financial Implications:

- Currently Council has approved SRF Funding of \$7,180,000 (30% Principal Forgiveness) leaving \$5,026,000 to be repaid over 20 years.
- Total Forgiveness: \$2,154,000
- If Additional SRF Funding is approved at the 30% Loan Forgiveness on \$16,900,000, then \$11,830,000 will be repaid over 20 years.
- Total Forgiveness: \$5,070,000
- The Estimated First Payment would be due in FY 31.

Conclusion

- **Next Steps:**

- Amend the previous resolution to Council from December 8, 2025
 - Amend loan amount from \$7,100,000 to \$16,900,000
 - Present amended Council Resolution for Council consideration on September 21 (First Read) and on October 5 (Second Read)
- Notify NHDES Officials of Decision on amended SRF Loan
- Authorize Wright Pierce Engineering to proceed with final design of additional scope should City Council approve amended SRF Loan

THANK YOU



MEMORANDUM

DATE: September 17, 2026

TO: David Moore, City Manager

CC: Jordan Miles, Director of Finance
Michael J. Bobinsky, Director of Public Works and Utilities
Amber Hall, PE, City Engineer

FROM: Michelle Mears, AICP, Director of Planning and Community Development

RE: Third Party Review Use Review and Construction Inspection Engineer for
Department of Development Service

The City of Somersworth, New Hampshire requested proposals from qualified engineers to provide professional review and support to the City's Planning Board, Site Review Technical Committee, construction inspection services, and other staff on an as needed basis on May 29, 2026.

On June 25, 2026 the Division of Finance received proposals from the following four (4) firms:
Name of Firms:

1. Dubois and King
2. CMA Engineers
3. Horsley Witten
4. Gale Associates

Background

Pursuant to the Site Plan Review Regulations and Subdivision Regulations, third party review is periodically required for certain aspects of a proposed development and for certain inspections during construction. The Third Party plan review and construction inspections are paid for by the developer. An escrow account is established prior to the start of work and charged as per an established contract, with any remaining funds returned to developer. The City went out to bid for this service back in 2018 and Horsley Witten was awarded the contract.

Review

The interview panel was made up of: Director of Public Works, City Engineer, Director of Planning and Community Development, and Planning Technician. The panel reviewed proposals and interviewed the following firms which included: CMA Engineers, Dubois and King, and Horsley Witten.

There was consensus from the panel that Horsley Witten was the clear front runner based off of knowledge of existing regulations and process, consistency in review team from plan review to construction inspections for Planning staff and Planning Board, clarity and concise reports, understanding of Somersworth built environment and density, understanding of Somersworth Streetscape designs for neighborhoods, knowledge in green infrastructure and stormwater regulations, and proximity to Somersworth.

Based on the review of the proposals and references, we recommend Horsley Witten for this project (please see attached Horsely Witten Standard Hourly Rate)

Should you have any questions or need additional information, please let me know.



June 23, 2026

Somersworth City Hall
Attn: Jordan Miles, Director of Finance
One Government Way
Somersworth, NH 03878

**Re: City of Somersworth Request for Proposal
Professional Land Use – Plan Review Services and Construction Inspections
Technical Proposal**

Dear Mr. Miles:

The Horsley Witten Group, Inc. (HW) is pleased to submit the enclosed Proposal Package to continue providing professional land use plan review and construction inspection services to the City of Somersworth. We understand that the City is seeking proposals from qualified engineers to provide technical and professional support to the City's Planning Board and Site Review Technical Committee, as well as construction inspection services on an as-needed basis. We are confident that the enclosed materials demonstrate our experience and expertise required to provide Somersworth with highly responsive, effective, and comprehensive planning and engineering services, as presented in the Request for Proposal. HW has developed a wealth of experience in providing engineering peer review services and municipal engineering consulting for a range of communities throughout New England.

HW has served the City of Somersworth with peer review and construction inspection services since 2019. We believe we have developed a strong relationship with the City and are looking forward to continuing that relationship. In addition to testimony of our prior services from the City of Somersworth, our other clientele can attest that we have a unique ability to build ongoing relationships with our clients as we develop mutual trust and competency in the local, state, and federal regulations.

HW is a leading-edge engineering, planning, and environmental consulting firm providing sustainable design solutions for over 35 years. Over that period, our success in terms of projects and clients can be attributed to a combination of innovation, responsiveness, and client satisfaction. Our dedicated staff of over 75 highly skilled professionals manage complex projects throughout New England and beyond. We excel as a liaison between decision makers and the public, translating technical subjects into understandable concepts. Our multidisciplinary-team approach integrates resilience, sustainable civil engineering, urban design, and landscape architecture. HW's experience and expertise includes, but is not limited to, the following:

- Technical Peer Review
- Civil Engineering Design
- Stormwater Management and Green Infrastructure Design

- Landscape Architecture
- Soil and Subsurface Investigations
- Sanitary Sewer Design
- Water Supply Protection and Engineering Design
- Wetland Resource Delineation and Mitigation
- Urban Design and New Urbanism Concepts
- Community Planning, Village Planning and Planned Unit Developments
- Utility Infrastructure Analysis and Improvements
- Land Surveying
- Erosion and Sedimentation Control
- Construction Management and Inspection

In addition, we have included Vanasse and Associates, Inc. on our Team to provide traffic and transportation engineering review services as needed. If requested, HW is prepared to review architectural plans and elevations as they pertain to the Site Plan Review process; however, we have not included a third-party architect within the enclosed proposal. HW has teamed with several architecture firms in the past, to provide architecture design or review services if applicable.

On behalf of the HW Board of Directors, I appreciate the opportunity to submit this qualification package and, if selected, look forward to continuing our work with the City of Somersworth. HW has the personnel and resources to accommodate the expected variable workload and satisfy the City of Somersworth's anticipated needs and schedule. We sincerely believe that Somersworth will continue to be well served by our staff's qualifications and experience.

Should you have any questions or wish to discuss any aspect of this proposal, please feel free to contact me at (857) 263-8193 or by email at jbernardo@horsleywitten.com. I look forward to hearing from you.

Sincerely,

HORSLEY WITTEN GROUP, INC.



Janet Bernardo, PE
Principal

Enclosure

COMPENSATION FOR
**LAND USE –
PLAN REVIEW SERVICES AND
CONSTRUCTION INSPECTIONS**

Somersworth, New Hampshire
June 24, 2026



Somersworth City Hall
Attn: Jordan Miles
Director of Finance
One Government Way
Somersworth, NH 03878



HORSLEY WITTEN GROUP – STANDARD HOURLY RATES for 2026

The following hourly rates for Horsley Witten Group personnel shall apply.
These rates will remain in effect through January 1, 2027. After which, rates will escalate up to 5% annually.

	<u>Title</u>	<u>2026 Rate</u>
Principals	• <u>Principal</u>	\$235 - \$250/hr
	• <u>Senior Associate</u>	\$225/hr
Project Managers	• <u>Senior Engineer III, Senior Planner III</u>	\$210/hr
	• <u>Senior Engineer II; Senior Planner II; Senior Scientist II</u>	\$185/hr
	• <u>Senior Designer I; Senior Engineer I; Senior Environmental Scientist I; Senior GIS Technician I; Senior Landscape Architect I; Senior Planner I</u>	\$175/hr
Survey Staff	• <u>Senior Surveyor III</u>	\$200/hr
	• <u>2-Person Survey Crew</u>	
Technical Staff	• <u>Designer IV, Engineer IV; Planner IV; Scientist IV; Surveyor IV; System Administrator IV; GIS/Engineering Technician IV</u>	\$165/hr
	• <u>Designer III, Engineer III; Planner III; Scientist III; Surveyor III; System Administrator III; GIS/Engineering Technician III</u>	\$155/hr
	• <u>CAD-GIS Technician II; Designer II; Engineer II; GIS Specialist II; Graphic Designer II; Landscape Designer II; Planner II; Scientist II</u>	\$145/hr
	• <u>CAD-GIS Technician I; Designer I; Emergency Response Planner I; Engineer I; Graphic Designer I; Landscape Designer I; Planner I; Scientist I</u>	\$130/hr
Admin. Staff	• <u>Administrative</u>	\$80/hr
	• <u>Intern</u>	\$80/hr
	• <u>Intern II</u>	\$110/hr

The following rates shall apply to project-related expenses:

- Mileage Based on current federal mileage reimbursement
- Photocopies (color / B&W) \$0.10/page
- Plotter Prints \$1.50/sq. ft.
- Mylar Plotter Prints \$2.50/sq. ft.
- Equipment Rental: RTK \$250/day
- Equipment Rental: WQ Probe \$150/day
- GIS on-line data hosting \$10-\$25/month based on usage
- Subcontractor Fees Cost + 15% Mark up

The client shall be billed for disposable field supplies and/or special equipment if applicable. Other direct expenses incurred will be billed at cost.



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Eddie Edwards, Assistant Commissioner
Steven R. Lavoie, Assistant Commissioner

Office of Highway Safety
John A. Clegg, Program Manager



GRANT AGREEMENT AMENDMENT NOTICE

Attn: Chief John W. Sunderland

Somersworth Police Department

12 Lilac Lane

Somersworth, NH 03878

Date: 06/18/2026

Grant Agreement Title/Number: City of Somersworth Highway Safety Grant 26-170

The NH Office of Highway Safety is amending your **FFY27** original award amount from \$12,700.00 To \$32,004.11.

Upon your acceptance of this amendment, it shall be attached to and made a part of your department's current Federal Fiscal Year's grant agreement. Please refer to your Grant Agreement and Scopes of Work for any requirements, which will also apply to this amendment.

Adjustments:

Additional Project & Funds Awarded	Adjustment	Match Requirement
1 In-Car Radar Unit	\$2,493.75	\$831.25
1 LiDAR Unit	\$2,137.50	\$712.50
Speed Radar Display Trailer w/Software Cost 1 Year	\$14,672.86	\$4,890.95
Total	\$19,304.11	\$6,434.70

Comments: **Scope of Work Attached**

Signature and Title of Subrecipient 1

Date

Signature and Title of Subrecipient 2

Date

Acknowledgment: State of New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared the person(s) identified above, known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) signed above, and acknowledged that he/she executed this document in the capacity indicated above.

Name, Title & Signature of Notary Public or Justice of the Peace

Robert L. Quinn, Commissioner, or Designee
NH Department of Safety

Date

Approval by Attorney General (Form, Substance and Execution) (if G & C approval required By: _____
Assistant Attorney General, On: _____.

Scope of Work

Speed Enforcement Equipment

NOTE: All equipment that is \$10,000.00 or more individually must meet the "BUY AMERICA" requirement and receive prior written approval from the National Highway Traffic Safety Administration (NHTSA) before it can be purchased. The Office of Highway Safety shall be under no obligation to provide reimbursement to a grantee for equipment purchased outside of these requirements.

Purchased equipment must be installed and in use by July 1st for use in Quarter 4.

All equipment must be invoiced by May 31st. Equipment Reimbursements must be submitted no later than July 15th.

*Attorney General Final written approval must be given prior to purchase of equipment.

EQUIPMENT AWARDED IS INDICATED BY AN "X" NEXT TO THE PROJECT

- Speed enforcement equipment grants available to current patrol enforcement grantees only.
- Funded patrol enforcement grants must be conducted in order to obtain current speed enforcement equipment:
 - X Speed Radar Display Trailer W/ Statistical Software and Costs of Initial Year
 - Movable Radar Speed Display Sign W/ Statistical Software and Costs of Initial Year
 - X Handheld LiDAR Unit
 - X In Car Radar Unit
 - Traffic Data Recording Device W/ Statistical Software and Costs of Initial Year
- Speed Enforcement Equipment shall be reimbursed at 75%.

Other Important Requirements

- Agencies shall follow all internal standard operating procedures in obtaining vendor quotes prior to submission of the OHS equipment grant application. Once a quote and vendor have been agency approved and submitted to the OHS, quotes/vendors shall not be changed.
- It is required that a speed enforcement effort be conducted in problem areas identified by data produced by radar trailers and or radar display signs. Departments shall contact the NHDOT for approval and follow the NHDOT work instructions document "Guideline for The Use of Driver Feedback Radar Devices (DFRD)"
- Speed Radar Display Trailers and Movable Radar Speed display signs shall include data collection software so that data can be viewed to address problem areas. Grantees agree to maintain software license after initial equipment purchased. Data collected from equipment shall be submitted to the Office of Highway Safety upon request.
- At the request of the New Hampshire Office of Highway Safety, Speed Radar Display Trailers and display signs, will be utilized during national or state mobilization efforts for highway safety messaging. Please obtain a photo showing placement for a specific location.
- Speed display signs shall be movable and not permanently fixed (i.e. permanently secured to a pole, etc.) to help address problem areas occurring on roads traversing through the community.
- Speed radar trailers and signs shall be moved regularly within the community to address areas of highway safety concern.
- Handheld LiDAR and in car radar equipment must only be used by those officers trained and certified in the use of such equipment.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____



New Hampshire Office of Highway Safety Traffic Enforcement Patrols Grant Application

Introduction

FFY27

Welcome to the New Hampshire Office of Highway Safety (NHOHS) Traffic Enforcement Patrols Grant Application

This Excel based workbook serves as your New Hampshire Office of Highway Safety (NHOHS) Grant Application. Please download, SAVE, complete all TABS, and re-save as the same excel document but named specifically for your department. (WE DO NOT ACCEPT PDF COPIES)

This application will allow you to provide us with a Problem Statement and Proposed Solution and set highway safety goals and objectives. We believe this will assist your agency in your efforts to reduce crashes and serious bodily injuries within your community.

As always, please feel free to contact your New Hampshire Office of Highway Safety Field Representatives @ 603-271-2131 if you should have any questions about this workbook-application. We can also schedule a virtual teams meeting or setup an in person visit for us to assist you.

IMPORTANT NEW HAMPSHIRE OFFICE OF HIGHWAY SAFETY GRANT HIGHLIGHTS

Please visit the [New Hampshire Office of Highway Safety](https://www.highwaysafety.dos.nh.gov/) website to view publications, videos, or to obtain necessary forms.

<https://www.highwaysafety.dos.nh.gov/>

There is an expectation of at least 3 documented stops per hour on NHOHS grant funded patrols.

If less than three documented stops are made during a grant funded patrol, note any extenuating circumstances on the (PAR) Patrol Activity Report. "Data reported may be utilized to determine grant eligibility".

All contacts on a grant funded patrol must be documented, even if a verbal or written warning is issued.

Grant funded patrols are reimbursed at 1.5 hourly rate, not detail rate.

Part time officers will be reimbursed at straight time only.

If your department is unable to meet a mandatory mobilization patrol date you must notify your Field Representative via email.

Modifications to grant funded patrol parameters can be requested for extenuating circumstances. Please email your request to your Field Representative.

The NHOHS / Police Standards and Safety Certification courses; "Pedestrian Bicycle Laws" and "Child Passenger Safety" are highly recommended to be completed.

Only 1 officer per cruiser will be reimbursed for grant funded patrols.

Keep an eye on the calculation formulas on the HS-20 Payroll Form, retirement rates can vary by department and employee. It's also possible that part time officers may have different deductions than full time officers.

For each person listed on the HS-20 Payroll Form, there needs to be a matching (PAR) Patrol Activity Report.

Any match claimed on your grant cannot be funded from another federal source.

One (QSR) Quarterly Summary Report is needed for each of your projects.

The "reimbursement clock" stops if your officer is pulled away from an NHOHS grant-funded enforcement patrol due to being dispatched to an unrelated call and starts again when the grant patrol is resumed.

If processing time for an arrest exceeds the scheduled patrol hours the additional time may be considered for reimbursement based on supporting documentation and individual circumstances.

The "vehicles checked for child restraint violations" count on the (PAR) Patrol Activity Report should generally equal the "number of vehicles stopped" count during the grant funded patrol(s).

For the purposes of NHOHS grants, if a Police Chief works any NHOHS grant funded patrols there must be a CLEO Waiver letter on file with the NHOHS. The CLEO Waiver letter is in effect for the duration of the Police Chiefs tenure. If you need a CLEO template, please contact your NHOHS Field Representative.

Highest ranking officer must sign off on the (PAR) Patrol Activity Reports including the Chief of police.

Match amount is calculated based on whatever grant funds your agency expends not the entire amount originally awarded.

NHOHS Traffic Enforcement Patrols Grant Application

General Information

27-170

The grant awards below represent the **maximum award amounts** for each project that your agency has qualified for. These maximum award amounts have been determined by data driven calculations specific to your community. Please complete the requested information below in the blue boxes and blue boxes with **drop-downs**.

PROJECT	GRANT AMOUNT
SPEED	\$3,000.00
DUI	\$3,000.00
DISTRACTED DRIVING	\$2,000.00
PEDESTRIAN BICYCLE	\$1,000.00
MOBILIZATIONS	\$3,700.00
COB	\$0.00
TOTAL GRANT AMT	\$12,700.00

Agency Name	SOMERSWORTH POLICE DEPARTMENT			
Agency Address	12 Lilac Lane Somersworth, NH 03878			
Police Chief's Name	John W. Sunderland			
Police Chief's E-Mail	jsunderland@somersworthnh.gov			
Grant Point of Contact	Denise M. Morin, Executive Assistant Police Chief			
Grant Contact Phone	(603) 841-2917			
Grant Contact Email	dmorin@somersworthnh.gov			
UEI Number & SAMS Exp. Date (screenshot must be provided)	ML4APHRG3K85	NOVEMBER	13	2026
Community Population	12,218			
Total Sworn LEO's in Department	28			
Number of LEO's Available to Participate in Grant Patrols	28			
Do you accept the maximum award amounts offered above?	NO			
Please indicate project and lesser amount desired or decline.	SPEED	\$3,000.00		
Please indicate project and lesser amount desired or decline.	DUI	\$3,000.00		
Please indicate project and lesser amount desired or decline.	DISTRACTED DRIVING	\$2,000.00		
Please indicate project and lesser amount desired or decline.	PEDESTRIAN BICYCLE	\$1,000.00		
Please indicate project and lesser amount desired or decline.	MOBILIZATIONS	\$3,700.00		
Please indicate project and lesser amount desired or decline.	COB	\$0.00		
Maximum aggregate match for all awards	\$3,175.00			

NHOHS Traffic Enforcement Patrols Grant Application

Historical Data

	CALENDAR YEAR		
	2023	2024	2025
<u>Fatalities</u>			
<i>Total Fatalities</i>	0	0	1
<u>Serious Bodily Injuries</u>			
<i>Total Bodily Injuries</i>	unk	3	3
<u>Crashes</u>			
<i>Total Crashes</i>	395	357	393

Please enter in the calendar year data into the chart above. This should be based on the statistical data obtained through your **CAD/RMS** for your department, below identify your specific traffic safety problem(s) as well as a brief summary of how you plan to address these issues utilizing each grant project you have been awarded. On the next **TAB** you will outline your goals and objectives toward addressing your community's problem(s).

Problem Statement

In 2025, we saw a 10% increase in motor vehicle accidents, including 1 fatality. We've also seen a 66% increase in pedestrian-involved accidents, going from 3 to 5, from 2024 to 2025. In addition, we've had a 63% increase in DWI-related arrests. The police department has had an 11% increase in calls for service, making it difficult to perform extra patrols for traffic enforcement in high-risk areas. In addition, there has been an increase in the homeless population and in the use of e-bikes in our city. This has created an influx of pedestrians walking at night without proper reflective clothing or using the proper crosswalks, and bicyclists failing to follow the rules of the road. This grant will allow us to proactively enforce 1. Speed; 2. Distracted Driving; 3. DWI Enforcement Patrols; and 4. Pedestrian and Bicycle-related accidents in high-risk areas.

Proposed Solution

In 2025-2026, the department has worked hard to fill vacant patrol officer positions, resulting in only 1 vacancy position short of being fully staffed. As a result, the department has a greater ability to assign extra patrols and fill details to administer traffic, pedestrian, and bike enforcement for 1. Speed; 2. Distracted Driving; 3. DWI Enforcement Patrols; and 4. Pedestrian and Bicycle-related accidents. As a result, the department is requesting larger amounts for each project to increase enforcement and lower the statistical percentages of DWI-related arrests, overall accidents, serious bodily injury accidents, pedestrian-involved accidents, and fatalities.

NHOHS Traffic Enforcement Patrols Grant Application

Goals and Objectives

This page gives you the opportunity to enter **goals** and **objectives** for the upcoming grant year(s). While the ultimate goal of these grants is to reduce crashes, fatalities and serious bodily injuries, there is also the option to select objectives that offer interim steps to reach these outcomes. * **Add a New Goal - Crash Reduction, Fatality Reduction, and Injury Reduction** sections below are mandatory to be completed before submission of application.

All departments are required to work grant funded Highway Safety Enforcement patrols during high crash times at high crash locations. DUI enforcement patrol locations should be supported by your local DUI data.

To input a goal or objective, fill out all the blue boxes for a particular goal type. In some blue boxes, a drop down menu is provided for you to select an option.

Add a New Goal

Enforcement In High Crash Locations at High Crash Times

In 2027, we plan to conduct at least 85% of our enforcement at high crash locations at high crash times.

Crash Reduction

In 2027, we plan to reduce DWI Related Accidents by 50% in our community from 1 to 1 crashes.

Fatality Reduction

In 2027, we plan to reduce Pedestrian Related Accidents by ##### in our community from 1 to -99 fatalities.

Injury Reduction

In 2027, we plan to reduce Serious Bodily Injury Accidents by 33% in our community from 3 to 2 injuries.

Add a New Objective

Enforcement

In 2027, we plan to conduct 2 focus points of speed and DUI enforcement operations.

Training

In 2027, we plan to increase the amount of Bicycle/Pedestrian training by 50% in our community from 5 to 8 officers.

In 2027, we plan to send 5 officers to ARIDE training.

Collaboration and Community Engagement

In 2027, we plan to increase the amount of collaborative details with other law enforcement agencies by 100% from 1 to 2.

Communications

In 2027, we plan to increase the amount of Social Media posts by 100% from 1 to 2.

Miscellaneous Measures

In 2027, we plan to increase the pass rate of compliance checks by 50% in our community from 50% to 100%.

In 2027, we plan to decrease the observed average speed in one of the five identified problem location(s) by 30% from 50 to 35 miles per hour.

In 2027, we plan to increase our seatbelt compliance rate by 10% from 90% to 100%.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:

GENERAL PROVISIONS

Grant Agreement Title: City of Somersworth Highway Safety Grant **Grant Agreement #:** 27-170

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name Somersworth Police Department		1.4. Subrecipient Address 12 Lilac Lane Somersworth, NH 03878	
Chief of Police Name: John W. Sunderland Grant Contact Name: Denise M. Morin, Executive Asst.		Chief of Police email: jsunderland@somersworthnh.gov Grant Contact's email: dmorin@somersworthnh.gov	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) City Government		1.4.2 UEI # ML4APHRG3K85 Exp Date: 11/13/2026 ☒ Verified UEI screen shot is valid - Date Stamped	
1.5. Subrecipient Phone # 603-841-2917	1.6. Effective Date 10/01/2026	1.7. Completion Date 09/30/2027	1.8. Grant Limitation \$ 12,700.00 (Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii)))
1.9. Grant Officer for State Agency James Gilbert/Stephen Fisher		1.10. State Agency Telephone Number 603-271-2021/603-271-6708	
"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." "RSA Chapter 37 - Chairman of Selectmen, Town Manager, Mayor, County Commissioners.			
1.11. Subrecipient Signature 1 Subrecipient Signature 2 Subrecipient Signature 3		1.12. Name & Title of Subrecipient Signor 1 Name & Title of Subrecipient Signor 2 Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on ____ / ____ / ____, before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14 State Agency Signature 1 X _____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner - or Designee NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: ____ / ____ / ____			
1.17. 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"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

3. AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.

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 A, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

5.3. In accordance with the provisions set forth in EXHIBIT A, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, 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, performed, who exercises any functions or responsibilities in the review or 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 Subrecipient 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES

11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, 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 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. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.

16. INDEMNIFICATION The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND

17.1. The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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 Subrecipient.

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.

SPECIAL PROVISIONS

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management** Manual found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (*entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex);

- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ [2 CFR 200.216](#) Prohibition on certain telecommunications and video surveillance services or equipment.

§ [2 CFR 200.317](#) Procurements by states.

§ [2 CFR 200.318](#) General procurement standards.

§ [2 CFR 200.319](#) Competition.

§ [2 CFR 200.320](#) Methods of procurement to be followed.

§ [2 CFR 200.321](#) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ [2 CFR 200.322](#) Domestic preferences for procurements.

§ [2 CFR 200.323](#) Procurement of recovered materials.

§ [2 CFR 200.340](#) Termination.

§ [2 CFR 200.414](#) Indirect (F&A) costs.

[Appendix II to Part 200](#) - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
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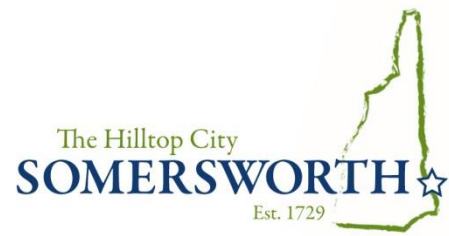
Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.



MEMORANDUM

DATE: September 17, 2026

TO: David Moore, City Manager

FROM: Michelle Mears, AICP, Director of Planning and Community Development

RE: City Council Master Plan Chapter(s) Adoption

Background

The City contracted with Strafford Regional Planning Commission (SRPC) in the summer of 2025, to update and establish new chapters of the Master Plan. The four chapters of focus at this time are [Economic Development](#), [Historic & Cultural Resources](#), [Vision](#), and [Transportation](#).

The work for these chapters was funded through a Certified Local Government (CLG) grant for the Historic & Cultural Resources Chapter and the remaining chapters through budget funds.

To receive public input for the drafting of these chapters, a master survey was created and shared with the public which received just over 300 responses. There were also specific surveys created to get focused feedback through a Historic District Post Card Survey to support the Historic & Cultural Resources Chapter (66 responses) and a Business Survey to support the Economic Development Chapter (24 responses). A community forum was held in November 2025 and followed up with a Planning Board workshop in January 2026 to review goals of the Vision and Historic & Cultural Resource Chapters, and February 2026 to review goals of the Transportation and Economic Development Chapters.

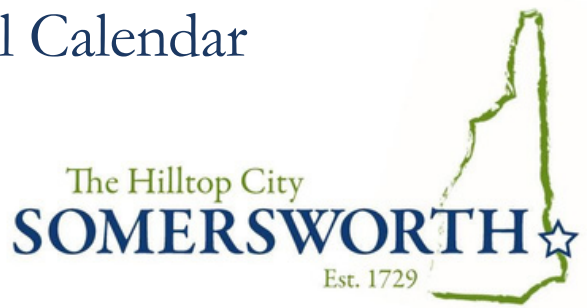
The Planning Board held a Public Hearing on the draft chapters on June 17, 2026 and no comments were received. The Planning Board adopted the chapters at the July 7, 2026 meeting.

The Somersworth City Charter ARTICLE XVIII – MASTER PLAN 18.1. ADOPTION. The City shall adopt and maintain a Master Plan setting forth the City’s vision for its future and the goals and objectives necessary for implementing and fulfilling its vision.

The Planning Board adopted the [Housing](#) Master Plan Chapter on April 17, 2024. The Planning Board also adopted the following chapters on November 20, 2024: [Land Use](#), and [Natural Resources](#). The City Council should also adopt the Housing, Land Use, and Natural Resources Chapters to be consistent with the Somersworth City Charter.

2027 City Council Calendar

BLUE- COUNCIL MEETINGS
GREEN- COUNCIL PAYCHECKS
PINK- HOLIDAYS (CITY HALL CLOSED)



JANUARY

Su	Mo	Tu	We	Th	Fr	Sa
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FEBRUARY

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MARCH

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APRIL

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NOVEMBER

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DECEMBER

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Somersworth Recreation Presents



**AT SOMERSWORTH CITY
HALL**

THURSDAY OCTOBER 22ND



For Ages 3 - 5 years

Time 3-4p.m.



Registration Is Required and Space is limited!

<https://www.somersworthnh.gov/parks-recreation>