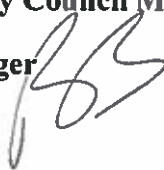




Office of the City Manager

TO: Mayor Dana S. Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager 
DATE: Friday, January 3, 2020
SUBJECT: City Manager's Report for Wednesday, January 8, 2020
City Council Agenda

Unfinished Business (Under Section 14 of Agenda)

Ordinances

- A. Ordinance No. 15-20: To Amend Chapter 12, Street and Sidewalks.** Attached is a copy of the red-lined version of the Ordinance that depicts the proposed changes. These changes are intended to add clarity to certain sections of the Ordinance. Again, the Public Works & Environment Committee voted at their November 14th meeting to support this Ordinance change.

Resolutions

- A. Resolution No. 22-20: To Authorize the City Manager to Sign an Application for a Community Development Block Grant (CDBG) to Upgrade the Windows at the Albert J. Nadeau Homes and Fillion Terrace, and Replace Apartment Doors at Fillion Terrace and Charpentier Apartments, and to Sign the Adopted 2020 City Housing and Community Development Plan and 2020 Residential Antidisplacement and Relocation Assistance Plan.** Again, the Finance Committee met on November 26th and voted to support this Resolution. Somersworth Housing Authority (SHA) is looking for approval from the City Council to apply for CDBG funds as the City would act as a sub-recipient of the grant request totaling \$500,000. The City Council will need to adopt the Housing Relocation and Community Development Plan as this is an application requirement in order for this Grant project to move forward. Attached are copies of the proposed plans.
- B. Resolution No. 23-20: Proclaiming Somersworth a Welcoming City.** This Resolution has been referred by Mayor Hilliard to the Government Operations Committee.

New Business (Under Section 15 of Agenda)

Resolutions

- A. Resolution No. 24-20: Vote to Support the Proposed Exeter Health Resources Affiliation With Wentworth-Douglass Hospital and Massachusetts General Hospital.**
- B. Resolution No. 25-20: To Authorize the City Manager to Enter into a Grant Agreement with the State of New Hampshire for a Land and Community Heritage Investment Program Grant for a Roof Rehabilitation Project on the Furber Memorial Chapel.** Attached is a copy of the Grant award notification letter from the Land and Community Heritage Investment Program (LCHIP) Executive Director. Council will eventually need to authorize funding for the project.
- C. Resolution No. 26-20: To Authorize the City Manager to Enter into a Project Agreement with the State of New Hampshire Division of Historical Resources and to Accept a Moose Plate Program Grant Award.** Attached is a copy of the Grant award notification letter from Preservation Coordinator Amy Dixon. Next steps include placing the project out-to-bid to determine an actual cost. Council will then need to authorize funds from this Grant and the LCHIP funds as well as any City match to complete the project.

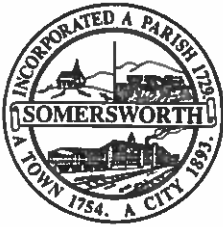
City Manager's Items (under section 11 of Agenda)

A. Informational Items.

- 1. Wastewater Treatment Facility Upgrade.** Attached is a copy of the approval letter from the NH Department of Environmental Services that allows the City to move forward with Wright Pierce Engineers to Bid the Wastewater Treatment Plant upgrade project.
- 2. Upcoming City Council 2020 Workshops.** The following Workshops are being scheduled with Mayor Hilliard's approval:
 - **Tuesday, January 21st @ 6:00p.m. - New Fire Station Design, Port One Architects**
 - **Monday, Feb. 3rd @ 6:00p.m. - Cemetery Rd. Complete Streets Design, Wright Pierce Engineers**

Attachments

- 1. City Attorney Certifications (will be available on Monday).**



City of Somersworth – Ordinance

Ordinance No: 15-20

TO AMEND CHAPTER 12, STREETS AND SIDEWALKS

December 16, 2019

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Ordinances of the City of Somersworth, as amended, be further amended as follows:

Delete Chapter 12, Streets and Sidewalks in its entirety, and replace with the following:

CHAPTER 12 STREETS AND SIDEWALKS

SECTION 12.1 - Excavate, Obstruct or Encumber

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.2 - Use of Sidewalks

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

Section 12.3 – Signs and Awnings

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

Section 12.4 - Rubbish, Refuse and Garbage

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

Section 12.5 - Snow and Ice

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

Section 12.6 - Transporting Buildings

No person shall move, or assist in moving, any house, shop, or other building through any street, lane or alley, without first obtaining a written license therefore in the manner prescribed in Section 1 of this chapter.

When the City Engineer shall, as aforesaid, grant permission to any person, firm or corporation, to encumber any street sidewalk or public square, for the purpose of erecting, altering or moving buildings, or to dig up or encumber the same in any other manner, he may, as a condition to granting such permission, require the party obtaining the same to furnish a bond of indemnity to the City of Somersworth in such sum and with such sureties as he may deem proper.

Section 12.7 - Driveways

PERMIT REQUIRED: It shall be unlawful to construct, or alter in any way that substantially affects the side or grade of, any driveway, entrance, exit, or approach within the limits of any street, sidewalk or other City-owned property or right-of-way in the City of Somersworth without first having obtained a written permit to do so from the Director of Public Works and Utilities, or designee, except where such licensing power is particularly vested in the City Council (see RSA 236:13). Any person, persons, firm or corporation violating any of the provisions of this section shall be fined not less than

\$500.00 or more than \$1,000.00 for each violation, pay any late fees as part of an after-the-fact the permit application, and pay for any repairs the City deems necessary.

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

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

Section 12.10

The Director of Public Works and Utilities, or designee, shall issue permits in accordance with rules and regulations promulgated by the Planning Board. June 6, 1972.

Amended 06/18/2001
Amended XX/XX/2019

This Ordinance will take effect upon passage.

Authorization	
<i>Sponsored by Councilors:</i> Dale R. Sprague David A. Witham Kenneth S. Vincent Martin P. Dumont, Sr.	<i>Approved:</i> City Attorney

City of Somersworth – Ordinance 15-20

History

First Read Date:	12/16/2019	Tabled:	
Public Hearing:	01/08/2020	Removed From Table:	
Second Read:	01/08/2020		

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Ordinance 15-20		PASSED	FAILED

CHAPTER 12 STREETS AND SIDEWALKS

SECTION 12.1 - Excavate, Obstruct or Encumber

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

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

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

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

- For roadspavements that have been overlayed, the excavation moratorium shall be three (3) years after the effective date of completion or acceptance.
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INSURANCE: As a condition of this permit, the Permittee shall agree to provide insurance to indemnify the City of Somersworth and the Department of Public Works and Utilities, including all officials and employees thereof. Required policies shall include, but not be limited to, Comprehensive General Liability and Workman's Compensation. The requirements of the policies will be according to the Somersworth Construction Standards.

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

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

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Section 12.10

~~The City Engineer~~The Director of Public Works and Utilities, or designee, shall issue permits in accordance with rules and regulations promulgated by the Planning Board. June 6, 1972.

Chapter 12 amended 6/18/2001.

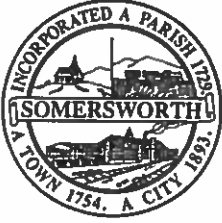
Amended XX/YY/2019

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	<p align="center">City of Somersworth – Resolution</p>
	<p>Resolution No: 22-20</p> <p>TO AUTHORIZE THE CITY MANAGER TO SIGN AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO UPGRADE THE WINDOWS AT THE ALBERT J. NADEAU HOMES AND FILION TERRACE, AND REPLACE APARTMENT DOORS AT FILION TERRACE AND CHARPENTIER APARTMENTS, AND TO SIGN THE ADOPTED 2020 CITY HOUSING AND COMMUNITY DEVELOPMENT PLAN AND 2020 RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN</p>

December 16, 2019

WHEREAS, a public hearing will be held on January 8, 2020,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Council authorizes the City Manager to sign an application for a CDBG grant to upgrade the windows at the Albert J. Nadeau Homes on Bartlett Avenue and Filion Terrace on Washington Street, and to replace the apartment doors at Filion Terrace on Washington Street and Charpentier Apartments on Franklin Street. The estimated cost of the improvements is up to \$500,000 (Five Hundred Thousand dollars) and the City Council authorizes the following:

1. Authorizes the Somersworth Housing Authority to continue as the Authorized Agent of the City of Somersworth in all matters relating to Community Development for this project until it is completed.
2. Authorizes the City Manager to enter into a contract with the Somersworth Housing Authority for the administration and supervision of this project until it is completed.
3. Authorizes the City Manager to execute any and all other documents with the State of New Hampshire, Office of Community Development Finance Authority (CDFA), which will be necessary to effectuate the purposes of this Resolution, and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Council hereby adopts the 2020 Housing and Community Development Plan and the 2020 Residential Anti-displacement and Relocation Assistance Plan.

Authorization	
<p><i>Sponsored by Councilors:</i></p> <p>David A. Witham Martin P. Dumont, Sr. Martin Pepin Richard R. Michaud</p>	<p><i>Approved:</i></p> <p>City Attorney</p>

City of Somersworth – Resolution 22-20

History

First Read Date:	12/16/2019	Tabled:	
Public Hearing:	NA	Removed From Table:	
Second Read:			

Discussion

Councilor Witham, seconded by Councilor Cameron, made a motion to waive Council Rules to allow for Resolution 22-20 to be read by title only. Motion passed, 9-0.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 22-20		PASSED	FAILED



ESTABLISHED 1961

Deborah I. Evans
Executive Director

Public Housing - Community Development - Social Services
Somersworth Housing Authority
 25 Bartlett Avenue, Suite A • Somersworth, NH 03878



November 19, 2019

Robert Belmore, City Manager
 City of Somersworth
 Government Way
 Somersworth, NH 03878

Dear Mr. Belmore:

The Somersworth Housing Authority requests approval from the City of Somersworth to apply for CDBG funds as a subrecipient of such grant totaling \$500,000.

Objective of the application would be to make building improvements, such as replace windows at Albert J Nadeau Homes on Bartlett Ave/Verona St (window balances are failing therefore not allowing the window to remain open) and Filion Terrace -Washington Street (windows have lost the seal allowing moisture to enter). Another building improvement objective would be to replace apartment doors at Filion Terrace and Charpentier Apartment, doors are original and peeling apart.

I would be happy to answer more detailed questions at your convenience.
 Thank you for your time and assistance.

Sincerely,

Deborah I. Evans
 Executive Director

EQUAL OPPORTUNITY TO HOUSING IS THE LAW IN NEW HAMPSHIRE



**IT IS ILLEGAL TO DISCRIMINATE
IN THE SALE, RENTAL, OR
FINANCING OF HOUSING
ON THE BASIS OF:**

- ◆ RACE, COLOR, OR NATIONAL ORIGIN
- ◆ SEX (*including sexual harassment*)
- ◆ FAMILIAL STATUS (*having children or pregnancy*)
- ◆ PHYSICAL DISABILITY (*including AIDS infection*)
- ◆ SEXUAL ORIENTATION
- ◆ MENTAL DISABILITY
- ◆ AGE
- ◆ MARITAL STATUS
- ◆ RELIGION



IF YOU HAVE QUESTIONS OR WOULD LIKE TO FILE A COMPLAINT

CALL 271-2767

**NEW HAMPSHIRE COMMISSION FOR HUMAN RIGHTS
CONCORD, NH 03301**



www.state.nh.us/hrc/index.html
humanrights@nhsa.state.nh.us



IT IS ILLEGAL FOR ANYONE DIRECTLY OR INDIRECTLY INVOLVED IN THE SALE OR RENTAL OF HOUSING OR HOUSING LOTS TO DISCRIMINATE IN:

- the sale, rental, negotiation, or inspection of it
- the terms, rates privileges, or conditions of financing.
- advertising.
- provision of real estate brokerage services.

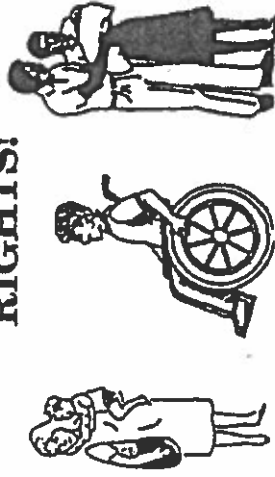
THINGS YOU SHOULD KNOW ABOUT FILING A COMPLAINT OF DISCRIMINATION:

- All it takes is a phone call to the Commission. Call Monday, Wednesday, or Friday, or call any weekday if it's an emergency.
- You do not need a lawyer, however you may choose to have one.
- The Commission's role is to investigate whether the law has been broken, and if so, to right the wrong.
- You may withdraw your charge at any time.
- The process is free of charge.

IT IS ILLEGAL FOR ANYONE TO RETALIATE AGAINST YOU FOR FILING A COMPLAINT OF HOUSING DISCRIMINATION.



HOUSING DISCRIMINATION IS ILLEGAL In New Hampshire KNOW YOUR RIGHTS!



DO YOU THINK YOU HAVE BEEN DISCRIMINATED AGAINST IN HOUSING OR FINANCING OF HOUSING BECAUSE OF:

- pregnancy
- having children under 18
- physical handicap
- mental handicap
- race or color
- national origin
- marital status
- religion
- age
- sex

Have you been sexually harassed in housing?

If so, the NH Commission for Human Rights may be able to help you:

- get the apartment or house you were denied, or comparable housing.
- obtain monetary damages for you.
- prevent discrimination from happening again.

THERE IS NO FEE FOR THIS SERVICE.
If you think you may have been discriminated against, call 271-2767.

Prepared by:

NH COMMISSION FOR HUMAN RIGHTS
163 Loudon Road
Concord NH 03301

with funds from a grant from the U.S. Department of Housing and Urban Development.

IF YOU HAVE CHILDREN OR YOU ARE PREGNANT, IT IS ILLEGAL FOR A HOUSING PROVIDER TO:

- deny you housing because you have (or will have) children.
- only allow you to live on a certain floor of a building.
- only allow you to live in a certain section of a neighborhood, development, or park.
- require a higher security deposit from you.

The only exception is housing provided specifically for older persons. **HOWEVER**, the criteria which must be met in order to qualify for this exemption are very strict.

MOST MOBILE HOME PARKS, APARTMENT COMPLEXES, ETC. CAN NOT EXCLUDE FAMILIES WITH CHILDREN OR PREGNANT WOMEN.

A housing provider may try to tell you the housing is "adults only" even though they don't qualify for the exemption.

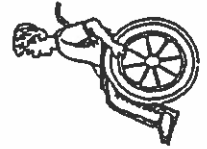
If you're not sure whether they do in fact qualify, or you think you have have been discriminated against, call the Commission at 271-2767.



IF YOU HAVE A PHYSICAL OR MENTAL HANDICAP/DISABILITY OR YOU ARE CONSIDERED TO HAVE A HANDICAP BY OTHERS, IT IS ILLEGAL FOR A HOUSING PROVIDER TO:

- deny you housing because of your handicap/disability.
- ask questions about your handicap unless the housing is provided for handicapped people on a priority basis.
- require a higher security deposit from you.
- prevent you from making reasonable modifications to your housing so that you may fully use and enjoy your housing. Example: You must be allowed to widen doorways, install ramps, etc. at your own expense.
- prevent reasonable modifications in rules, policies, or services so you may more fully use the housing. Example: Seeing eye dogs must be allowed in buildings with a "no pets" policy.
- ask more questions, require more references, or make more extensive inquiry about you because you have a handicap.

If you have questions about your housing rights, call 271-2767.



IT IS ILLEGAL TO TREAT YOU DIFFERENTLY IN HOUSING BECAUSE OF YOUR:

- **RACE** (Black, Hispanic, Asian, etc.)
- **COLOR** (light or dark skinned)
- **NATIONAL ORIGIN** (French, Iranian Irish, etc.)
- **RELIGION** (Jewish, Catholic, etc.)
- **SEX** (female or male)
- **AGE** (young or old)
- **MARITAL STATUS** (divorced, single, etc.)

It is illegal for a real estate or rental agent to try to "steer" you towards or away from certain neighborhoods.

It is illegal for a financing institution to only allow you financing in a certain area but not in another, or to offer you different financing terms.

It is illegal to require a rental application fee from you but not from others.

It is illegal to limit you to a certain floor or section of a building or development, or to give you fewer choices.

SEXUAL HARASSMENT IN HOUSING IS ILLEGAL. This includes threatening increased rent, eviction, etc. if you refuse to grant sexual favors.

DISCRIMINATION CAN BE SUBTLE. Someone may be polite to you, and still be discriminating against you. Call the Commission at 271-2767.



CITY OF SOMERSWORTH
HOUSING AND COMMUNITY DEVELOPMENT PLAN (HCDP)
JANUARY 2020

The City of Somersworth's Housing and Community Development Plan (HCDP) identifies needs, which currently exist or are anticipated during the next three years. The Plan provides a basis for guiding the City of Somersworth's housing and community development objectives and actions. The Housing and Community Development Plan is consistent with the current master plan of the City of Somersworth.

This document also outlines the City of Somersworth's efforts to include citizen participation in implementing activities funded through the Community Development Block Grant Program. That information is found in the section below titled "Citizen Participation Plan."

Housing and Community Development Goals and Objectives

The Plan's goals and objectives are identified below and are consistent with the national Housing and Community Development Act of 1974, as amended, and the state's objectives listed in Chapter Cdfa 300 Community Development Block Grant (CDBG) Program Rules (Cdfa 305.01 & 310.01). These goals and objectives are both short and long term. Priority will be given to the needs of low and moderate-income persons, minorities and disadvantaged people.

The City of Somersworth states that as a matter of policy, involuntary displacement of households from their neighborhoods, by actions of the City of Somersworth shall be minimized.

Goals and objectives of this plan, both long and short-term, are consistent with following broad national objectives:

National Objective 1: direct benefit to low and moderate income persons or households;
National Objective 2: the prevention or elimination of slums and blight; and
National Objective 3: Elimination of conditions which seriously and immediately threaten the public health and welfare.

Goals and Objectives of this plan also addresses as many of the following state's objectives as appropriate for CDBG grant awards, and priority will be given to projects that have a public benefit, in both the short and long-term as follows:

State Objective 1: Implementing the Housing and Community Development Plan and conforming to the municipality's master plan and ordinances;

State Objective 2: Preserving and promoting existing neighborhoods and community centers;

State Objective 3: Restoring and preserving properties which have historic, cultural, architectural or aesthetic value;

State Objective 4: Solving community problems with long term benefits and innovative solutions;

State Objective 5: Successfully raising funds or securing matching funds and resources from public and private sources; and

State Objective 6: Funding needed projects for which other private or public funding shall not be available.

The City of Somersworth's three-year short and long-term goals and objectives are as follows:

Goal: Encourage a varied stock of safe, sanitary, decent and affordable housing for persons of all age and income groups. (Short-term and long-term goal).

Objective 1: Increase and improve housing through renovation and/or rehabilitation of existing structures and through new development. (Short-term goal and long-term goal)

Objective 2: Encourage diversified housing patterns with a wide range of types and prices, including housing for the young, the elderly and the handicapped. (Short-term and long-term goal)

Objective 3: Encourage the construction of affordable housing (Short-term and long-term goal)

Goal: Encourage economic development activities to increase quality industrial and commercial development (Short-term and long-term goal).

Objective 1: Promote the retention and expansion of employment opportunities for residents (Short-term and long-term goal)

Objective 2: Encourage full occupancy and use of existing commercial and industrial space (Short-term and long-term goal)

Goal: Encourage the protection, enhancement and renovation of significant historic and architectural resources in the community. Preserve and promote the town's historically and culturally significant structures. (Short-term and long-term goal).

Objective 1: Preserve and promote the town's historically and culturally significant structures. Preserve and promote the town's historically and culturally significant structures. (Short-term and long-term goal).

Objective 2: Encourage proper rehabilitation of historic buildings (Short-term and long-term goal)

Goal: Encourage municipal and private water and wastewater systems that are safe, sanitary and that meet DES regulations. (Short-term and long-term goal).

Goal: Promote activities that protect the health and safety of residents and visitors. (Short-term and long-term goal).

Federal CDBG grant funds awarded shall be consistent with the national objectives and shall, at a minimum, provide improved housing in accordance with Section 8 standards, public facilities, or employment opportunities primarily to low and moderate income persons or households. Grants shall not benefit moderate income persons to the exclusion of low income persons

Citizen Participation Plan

The City of Somersworth will seek to engage its citizens in implementing housing and community activities funded by the Community Development Block Grant. Its citizen participation efforts will be consistent with the State of New Hampshire's citizen participation plan. Specifically, The City of Somersworth will adhere to the following steps to engage its citizens:

- 1) Publishing a statement of proposed activities for any application proposed to be submitted by The City of Somersworth so that affected citizens have an opportunity to submit comments on the proposed activities.
- 2) Provide adequate notices, specifically to persons of low- and moderate-income as well as to the general public, for all public hearings to discuss proposed or approved CDBG applications. Such notices will include the statement of proposed activities or how to obtain such statement. At least ten days prior to any hearing, the notices will be published in a daily newspaper of general circulation in the municipality; AND posted as a printed legal notice in at least three other public places.
- 3) Hold two or more public hearings on the proposed application at times and locations convenient to potential beneficiaries, accessible to persons with physical disabilities, and that meet the needs of non-English speaking residents, if appropriate, to obtain citizens' views before adoption of resolution or similar action by the local governing body authorizing the submission of the

application. At least one public hearing will be held prior to submitting any CDBG application and another during the course of all approved projects.

- 4) Provide at public hearings information concerning the amount of funds available for proposed community development activities and the range of activities within the project.
- 5) Provide at public hearings information concerning the amount of funds that will benefit persons of low- and moderate-income.
- 6) Provide at public hearings information about potential program income and the Program Income Reuse plan, if program income is anticipated.
- 7) Furnish citizens with the plans made to minimize the displacement of persons and to assist persons actually displaced as a result of grant activities, if displacement is anticipated.
- 8) Provide technical assistance to groups representing persons of low- and moderate-income requesting such assistance in developing proposals.
- 9) Provide citizens with reasonable notice of substantial changes proposed in the use of grant funds and providing opportunity for public comment;
- 10) Any modifications or amendments to the project will be made in accordance with the same procedures required in points (1) through (3) above for the preparation and submission of a statement of proposed activities.

Any complaints or grievances received by City of Somersworth will be addressed through the City of Somersworth's CDBG complaint and grievance procedures. These procedures require that citizens receive a response to any complaint within 15 working days of its receipt.

Printed Name of Municipal Official: Robert M. Belmore, City Manager

Signature: _____

Date Adopted: January 8, 2020

DISPLACEMENT AND RELOCATION CERTIFICATION
City of Somersworth

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Every effort will be made to avoid temporary or permanent displacement of an individual due to a CDBG project undertaken by the City.

This project will require some temporary relocation. Residents will be relocated to empty units on site, to modular units on site, or to other properties owned by SHA. SHA will pay temporary relocation costs for eligible households.

The City of Somersworth will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, to any household, regardless of income which is involuntarily and permanently displaced.

If the property is acquired, but will not be used for low/moderate income housing under 104(d) of the Housing and Community Development Act of 1974, as amended, the displacement and relocation plan shall provide:

- a. Comparable replacement housing in the community within three (3) years of the commencement date of the demolition or rehabilitation;
- b. A description of the proposed activity;
- c. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be demolished or converted to a use other than as low and moderate income dwelling units as a direct result of the assisted activity;
- d. A time schedule for the commencement and completion date of the demolition or conversion;
- e. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be provided as replacement dwelling units;
- f. The source of funding and a time schedule for the provision of replacement dwelling units;
- g. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least ten (10) years from the date of initial occupancy;
- h. Relocation benefits, including reimbursement for moving expenses, security deposits, credit checks, temporary housing, and other related expenses and either:
 1. Sufficient compensation to ensure that, at least for five (5) years after being relocated, any displaced low/moderate income household shall not bear a ratio of shelter costs to income that exceeds thirty (30) percent, or:
 2. A lump-sum payment equal to the capitalized value of the compensation available under subparagraph 1. above or a Section 8 certificate of voucher for rental assistance provided through New Hampshire Housing Finance Authority.

- i. The right to elect, as an alternative to the benefits in subparagraph 2. above, to received benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; and
- j. The right of appeal to the director of CDFA where a claim for assistance under subparagraph 2. above, is denied by the grantee. The director's decision shall be final unless a court determines the decision was arbitrary and capricious.
- k. Subparagraph (2) a. through g. above shall not apply where the HUD Field Office objectively finds that there is an adequate supply of decent, affordable low/moderate income housing in the area.

CERTIFICATION OF COMPLIANCE

The City of Somersworth anticipates displacement or relocation activities will be necessitated by this project. The City certifies that it will comply with the Uniform Relocation Act and Section 104 (d) of the Housing and Community Development Act of 1974, as amended.

DATE: January 8, 2020

X

Robert M. Belmore, City Manager



City of Somersworth – Resolution

Resolution No: 23-20

PROCLAIMING SOMERSWORTH A WELCOMING CITY

December 16, 2019

WHEREAS, the City of Somersworth has long been recognized as a hospitable and welcoming place where people, families and institutions thrive and the contributions of all are celebrated and valued; and

WHEREAS, the City of Somersworth is committed to building a welcoming and neighborly community, where all individuals, regardless of race, color, creed, place of origin, ethnicity, religion, gender, sexual orientation, gender identity, age, disability, political affiliation, marital / parental status or military service are welcome, accepted and integrated; and

WHEREAS, the City of Somersworth is committed to enhancing its cultural fabric, economic growth, global competitiveness and overall prosperity for all individuals in the current and future generations who choose to make their home in the City; and

WHEREAS, the City of Somersworth desires to create an environment that strategically positions our City as a globally competitive 21st century leader; and

WHEREAS, the City of Somersworth is pleased to join the Welcoming Cities and Counties initiative to help unite our community and ensure that all are welcome here;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City of Somersworth hereby proclaims Somersworth a Welcoming City.

Authorization

Sponsored by Councilors:

Edward LeVasseur
David A. Witham
Dale R. Sprague
Nancie Cameron
Kenneth S. Vincent
Martin P. Dumont, Sr.
Donald Austin
Richard R. Michaud

Approved:

City Attorney

City of Somersworth – Resolution 23-20

History

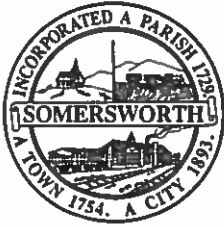
First Read Date:	12/16/2019	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:	01/08/2020		

Discussion

Councilors Witham, Sprague, Cameron, Vincent, Dumont, Austin, and Michaud asked that their names be added as sponsors to Resolution 23-20.

Mayor Hilliard referred Resolution 23-20 to the Government Operations Committee for further review.

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / Resolution 23-20		PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 24-20

VOTE TO SUPPORT THE PROPOSED EXETER HEALTH RESOURCES AFFILIATION WITH WENTWORTH-DOUGLASS HOSPITAL AND MASSACHUSETTS GENERAL HOSPITAL

January 8, 2020

Whereas, Exeter Health Resources, Wentworth-Douglass Hospital, and Massachusetts General Hospital have proposed an affiliation to create a regional New Hampshire based not-for-profit healthcare system on the Seacoast;

Whereas, the affiliation would ensure a strong future for not-for-profit healthcare on the Seacoast that invests in our community every year and every dollar received from donors remains in the local community;

Whereas, the proposed affiliation would bring greater access to advanced sub-specialty care from Massachusetts General Hospital for the residents of Somersworth;

Whereas, the City of Somersworth and the greater Seacoast Region continues to face an unprecedented mental health and substance use disorder crisis and the proposed affiliation would include a \$13 million incremental subsidized investment in mental health and substance use disorder treatment services over the next five years;

Whereas, the proposed investment in mental health and substance use disorder would not only increase access to prevention and treatment programs but also help address social determinants of health including homelessness;

Whereas, annually 300 babies are born prematurely on the Seacoast and many residents currently have to drive long distance to care for these vulnerable newborns;

Whereas, the proposed affiliation would offer advanced care for premature newborns with a level II nursery locally on the Seacoast;

Whereas, Wentworth-Douglass Hospital's affiliation with Massachusetts General Hospital in 2017 has since resulted in cost savings, access to lower cost options, and more advanced sub-specialty care and serves as real evidence of a successful affiliation that benefits our community;

Whereas, Exeter Health Resources, Wentworth-Douglass Hospital, and Massachusetts General Hospital have demonstrated a commitment to improving the health of their respective communities for over 100 years;

Now, Therefore, Be It Resolved by the City Council of the City of Somersworth, that the City of Somersworth expresses its strong support for the proposed Exeter Health Resources affiliation with Wentworth-Douglass Hospital and Massachusetts General Hospital, and furthermore, that the City of Somersworth strongly supports the Attorney General working with Exeter Health Resources, Wentworth-Douglass Hospital, and Massachusetts General Hospital to come to a resolution so the residents of Somersworth can enjoy the benefits of the affiliation and continue to receive world class not-for-profit healthcare close to home.

Authorization	
<i>Sponsored by:</i> Mayor Dana S. Hilliard <i>Councilors:</i> Martin Pepin Kenneth S. Vincent Martin P. Dumont, Sr. Donald Austin Richard R. Michaud David A. Witham Nancie Cameron	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 24-20

History			
First Read Date:	01/08/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 24-20		PASSED	FAILED



City of Somersworth – Resolution

Resolution No: 25-20

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE FOR A LAND AND COMMUNITY HERITAGE INVESTMENT PROGRAM GRANT FOR A ROOF REHABILITATION PROJECT ON THE FURBER MEMORIAL CHAPEL

January 8, 2020

WHEREAS, the City of Somersworth has been notified of the award of a New Hampshire Land and Community Heritage Investment Program Grant, and

WHEREAS, the City of Somersworth is eligible to receive up to \$30,000 (Thirty Thousand dollars) requiring a 50% local match of up to \$30,000 (Thirty Thousand dollars), and

WHEREAS, the Grant will allow the City of Somersworth to rehabilitate and restore the slate roof on the Furber Memorial Chapel, and

EXPLANATION OF TOTAL PROJECT GRANT BREAKDOWN

NHLCHIP (50%)	=	\$30,000.00
City Match (50%)	=	<u>\$30,000.00</u>
Total Project Award	=	\$60,000.00

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

Authorization	
<i>Sponsored by:</i> Mayor Dana S. Hilliard	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 25-20

History

First Read Date:	01/08/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 25-20		PASSED	FAILED

LCHIP

Land & Community Heritage
Investment Program



December 13, 2019

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

Dear Bob,

Congratulations on the recent LCHIP grant award in support of the Furber Chapel project. To accept the award, please sign the enclosed Project Agreement and return it to LCHIP no later than January 10, 2020, keeping a copy for your files.

Prior to receiving your grant funds, a number of documents must be submitted to LCHIP for review and approval. We have enclosed a guidance document which summarizes the steps to be followed and provides more information on the required documents. Please review this carefully to be sure you understand all requirements.

Your primary contact at LCHIP will be Historic Resource Specialist George Born. Please feel free to reach out to him with any questions. He can be reached at gborn@lchip.org.

Sincerely,

Dijit Taylor

Dijit Taylor
Executive Director

LCHIP Historic-Resource Project Checklist

Grant payments for LCHIP Historic-Resource projects are made in three disbursements. Certain elements of the work must be completed before each payment is made. Once the work elements have been approved, it typically takes four weeks to process a request for disbursement.

1. First Disbursement Requirements (50% of grant award)

To receive your first grant payment, all eight of the following items must be submitted, reviewed and approved by LCHIP (and the Division of Historical Resources, "DHR") before the work begins. LCHIP and our partner DHR require up to 45 days to conduct the review of plans and scope of work. Both LCHIP and the DHR make every effort to perform this review as quickly as possible. You may be asked to revise your plan or scope of work in order to comply with the Secretary's Standards.

- ☐ **Project Agreement:** The Project Agreement is the contract between LCHIP and your organization. It explains, among other things, the scope of work and the grant disbursement schedule. The Project Agreement should be signed, notarized and returned to LCHIP.
- ☐ **Plans and/or Detailed Scope of Work:** These are the documents that describe in detail the work that will be performed. The more detail and description you provide, the easier and quicker the approval process will be. Full size plans, if available, are preferred. Please contact the office if you have questions about these requirements. YOUR PLANS MUST BE APPROVED BY LCHIP BEFORE YOU BEGIN THE WORK.
- ☐ **Stewardship Plan:** The Stewardship Plan explains how you will ensure that the property will be maintained in good condition over time. This plan will also be reviewed and approved by the Division of Historical Resources. See <http://www.lchip.org/documents/Stewardship%20Plan%20Guidance%20Document.pdf> for general information about stewardship plans, or you may contact the LCHIP office for sample Stewardship Plans.
- ☐ **Proof of Insurance:** Adequate insurance – including liability coverage – is required.
- ☐ **Estimated Timeline:** This should be a realistic schedule of all work from beginning through completion. Projects are expected to be completed within 24 months of the grant award date. If your timeline extends beyond this period, please include an explanation of why it does. We understand that this is an early estimate of the schedule. Changes in the project timeline (including extensions of the 24-month period) may be allowed on a case-by-case basis if deemed necessary.
- ☐ **Proof of Match Funds:** You must show LCHIP that you have an amount equal to your grant award secured before your first disbursement of funds. At least half of the match must be in cash. Depending on the source of funds, the proof of match may be bank statements, treasurer's reports, award letters from other grants, or statements from in-kind donors of the approximate value of their donation.
- ☐ **List of Contractors to be Used on the Project:** List the names of the individuals or firms that will work on the project. If the contractors have not been identified yet, please indicate when your decision will be made.
- ☐ **Land Trust Alliance Standards:** If you have not yet adopted the applicable Land Trust Alliance Standards, you must adopt them prior to the disbursement of the first grant payment. General information about the Land Trust Alliance Standards and how they apply to Historic Resource projects can be found at <http://www.lchip.org/documents/LTA%20Standards%20for%20Historic%20Resource%20Applicants.pdf>

2. Second Disbursement Requirements (30% of grant award)

To receive the second disbursement, you must have:

- ☐ **50% Complete Letter:** Have your contractor/consultant send a letter stating that the project is 50% complete.
- ☐ **Midpoint Site Visit:** Contact LCHIP staff to arrange a site visit.

3. Final Disbursement Requirements (20% of grant award)

The final disbursement of your award is made when LCHIP is satisfied that all project requirements are finalized, including all six of the items below. LCHIP requires at least 5 weeks to review these final items before the final disbursement is made. Please time your submittal accordingly.

- ☐ **Final Project Budget:** You must provide LCHIP with a final budget showing all project costs and sources of funding, together with invoices documenting significant expenses. This serves as final documentation of all matching sources, including cash and non-cash. Find a final budget worksheet at: <http://www.lchip.org/index.php/for-applicants/for-historic-resource-applicants>
- ☐ **Baseline Documentation Report:** The Baseline Documentation Report documents the work that was accomplished by your LCHIP grant and provides a clear record of the physical condition and historic character of your resource at the time of project completion. Thorough and accurate Baseline Documentation is an integral part of the stewardship of your resource and will make review and approval of future alterations to the resource easier. <http://www.lchip.org/documents/Baseline%20Documentation%20Form.pdf> provides instructions for completing the Baseline Documentation Report.
- ☐ **Final Site Visit:** LCHIP staff will conduct a final site visit upon completion of the project.
- ☐ **Return LCHIP Sign:** LCHIP provides temporary metal signs to some projects while they are underway. The sign promotes both the LCHIP program and the project. This sign must be returned to LCHIP before the project is considered complete. LCHIP reserves the right to withhold \$100 from the final grant payment or invoice the grantee \$100 if the sign is not returned.
- ☐ **Inform Local Officials:** LCHIP requires the grant recipient to inform their state legislators when the project is completed, via press release, invitation to a celebration, etc.
- ☐ **Stewardship Agreement Recorded:** A Stewardship Agreement between LCHIP and the grant recipients is required for every restoration or rehabilitation project. The Stewardship Agreement will be recorded with the property deed, and will include the stipulation that the resource can only be sold if the new owner agrees to sign a new Stewardship Agreement with LCHIP. Length of terms of agreement between LCHIP and grant recipient will be linked to amount of grant received and may be adjusted to incorporate the expected lifetime of the restoration/rehabilitation project and size and scope of the activities for which LCHIP funds are utilized. LCHIP will provide the language for the Stewardship Agreement required for your project. The agreement must be signed by LCHIP and your organization and must be recorded at your county's Registry of Deeds before the final disbursement can be made and the project is considered complete.

For reference, model documents can be found on the LCHIP website at:

<http://www.lchip.org/index.php/for-applicants/for-historic-resource-applicants>

If you have any questions, please contact the LCHIP office at (603) 224-4113.

LCHIP

Land & Community Heritage
Investment Program



GRANT ROUND 18 (2019) PROJECT AGREEMENT

The State of New Hampshire, acting by and through the NH Land and Community Heritage Investment Program ("LCHIP"), and the Somersworth, City of (the "Recipient"), mutually agree to perform this Project Agreement ("Agreement"), as described herein, in accordance with NH RSA 227-M; the LCHIP *Criteria, Guidelines and Procedures (LCHIP Guidelines)*, and all other applicable laws.

Recipient: Somersworth, City of
One Government Way, Somersworth, NH 03878

Contact: Robert M. Belmore, City Manager

Project Name: Somersworth, Furber Chapel

Project Type: Rehabilitation/Restoration

Grant Award: up to \$30,000.00

Grant Expiration Date: December 31, 2021

PROJECT DESCRIPTION

The purpose of the project described herein is to protect and enhance the historic character and preservation values of the 1898 Furber Chapel, located at 163 Maple Street, Somersworth, Stratham County, New Hampshire (the "Resource"), by undertaking the following work: rehabilitating the Furber Chapel.

GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

GRANT EXPIRATION

The Recipient must perform all obligations of this grant no later than the Grant Expiration Date above unless a request for extension has been approved by LCHIP.

USE OF FUNDS

Funds expended on behalf of LCHIP are done so with the understanding that the Property will be used and maintained exclusively for the uses permitted under NH RSA 227-M, kept available for public access and held in the public trust. No deviation in these uses to uses or purposes not consistent with the purposes of NH RSA 227-M shall be permitted. The sale, transfer, conveyance, or release of the Resource from the public trust is prohibited, except as provided in NH RSA 227-M:13. Funds shall not be expended for any other purpose without prior written approval of LCHIP and in no case may be used for political or lobbying activity.

LCHIP'S OBLIGATION OF FUNDS

Subject to the Recipient's compliance with this Agreement, LCHIP hereby obligates payment in support of the Project outlined herein from the LCHIP Trust Fund in an amount not to exceed \$30,000 to be delivered in the form of checks made payable to the Recipient in accordance with the following schedule:

- 50% following approval by LCHIP and the NH Division of Historical Resources (NHDHR) of Preliminary Due Diligence Materials
- 30% upon completion of 50% of approved work and a midpoint site visit by LCHIP staff
- 20% following receipt of all required closing documents and a recorded Stewardship Agreement

Upon completion of the Project, LCHIP will transfer additional funds from the LCHIP Trust Fund to the LCHIP Community Conservation Endowment fund in compliance with the *LCHIP Guidelines*.

RIGHT TO MODIFY OR REVOKE

LCHIP reserves the right to discontinue, modify, revoke, withhold or require the refund of any grant funds provided under this Agreement if, at LCHIP's sole discretion, such action is necessary to comply with applicable laws or regulations, or if Recipient has not fully complied with the terms and conditions of this Agreement including completion of the Project by the Grant Expiration Date.

LCHIP'S LIMITED OBLIGATION AND TERMINATION CLAUSE

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 of funds, and in no event shall the State be liable for any payments hereunder in excess of such available funds.

In the event of a reduction or termination of such 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 Recipient notice of such termination. The State shall not be required to transfer funds from any other account to the LCHIP Trust Fund in the event funds in that account are reduced or unavailable.

PUBLICITY

Recipient shall insure that all publicity related to the project recognizes the financial support received through LCHIP and includes the LCHIP logo. LCHIP may distribute information regarding its grants, including photographs, logos or trademarks, or other information or materials provided by Recipient, as LCHIP sees fit.

OBLIGATIONS OF GRANT RECIPIENT

As Recipient, the Somersworth, City of hereby agrees:

1. to provide LCHIP with immediate written notification of any changes in its tax-exempt status or ability to expend grant funds for the purposes originally intended,
2. that the rights and obligations conveyed under LCHIP grants may not be assigned or transferred without prior written approval from LCHIP,
3. that any material change to the Project described herein including an extension of the Grant Expiration Date shall require LCHIP approval and an amendment to this Agreement;
4. to provide interim reports upon request from LCHIP, describing progress in developing the Project, which may include timelines or financial reports, without unreasonable delay;
5. that no work may begin on the Project without LCHIP approval, and that LCHIP requires a minimum of five weeks to approve the Preliminary Due Diligence materials, which review shall not begin until all required materials have been received by LCHIP, and that LCHIP reserves the right to withhold or withdraw awarded funds if work begins on the Project prior to such approval;
6. that all work done must follow the Secretary of the Interior's Standards for the Treatment of Historic Properties, as amended (Title 36, Code of Federal Regulations, Part 68)
7. to enter into a Stewardship Agreement with LCHIP, and to record the Stewardship Agreement at the County Registry of Deeds in which the Property is located within thirty days of execution;
8. to return to LCHIP any funds herein provided due to any loss of historic character of the Resource, including nonconformance with the Secretary's Standards and/or noncompliance with NH RSA 227-M and/or the *LCHIP Guidelines*.

The undersigned have read, understand and agree to the terms in this Project Agreement;

FOR THE RECIPIENT

FOR THE STATE OF NEW HAMPSHIRE

By: _____

By: Dorothy T. Taylor

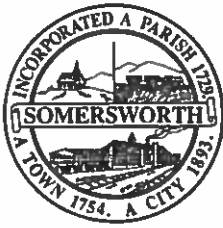
Dorothy T. Taylor, Executive Director
Land & Community Heritage Investment Program

Print name:

Print title:

Date: _____

Date: December 11, 2019



City of Somersworth – Resolution

Resolution No: 26-20

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

January 8, 2020

WHEREAS, the City of Somersworth has received notification of the establishment of a Moose Plate Grant Program to support historical preservation efforts throughout the State of New Hampshire, and

WHEREAS, the New Hampshire Division of Historical Resources has awarded the City a grant of \$10,000.00 (Ten Thousand Dollars), to be used as part of the Furber Memorial roof restoration project, and

WHEREAS, the grant funds will be used as part of the City's match required under the New Hampshire Land and Community Heritage Program grant for this project and requires no local match,

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

Authorization

Sponsored by:
Mayor Dana S. Hilliard

Approved:
City Attorney

City of Somersworth – Resolution 26-20

History

First Read Date:	01/08/2020	Tabled:	
Public Hearing:		Removed From Table:	
Second Read:			

Discussion

Voting Record		YES	NO
Ward 1 Councilor	Pepin		
Ward 2 Councilor	Vincent		
Ward 3 Councilor	Dumont		
Ward 4 Councilor	Austin		
Ward 5 Councilor	Michaud		
At Large Councilor	Witham		
At Large Councilor	Gerding		
At Large Councilor	Cameron		
At Large Councilor	Paradis		
TOTAL VOTES:			
On / / . Resolution 26-20		PASSED	FAILED



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Natural and Cultural Resources
19 Pillsbury Street, Concord, NH 03301-3570
www.nh.gov/nhdhr

603-271-3483
FAX 603-271-3433
preservation@dnctr.nh.gov

September 23, 2019

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

Dear Mr. Belmore,

It is my pleasure to inform you that the Conservation License Plate Grant Application for repairs to the Furber Chapel slate roof was selected to receive an award of \$10,000. A checklist and template forms are enclosed and should be returned at your earliest convenience. Please call if you have any questions about the process.

The official award of this grant is contingent upon Governor & Executive Council approval. Please do not publicize the grant award in the media until after receiving final approval by G&C.

Once the DHR receives all of the paperwork from the town the documents go through an approval process that includes review by the Department of Natural and Cultural Resource's Business Office, the Attorney General's Office, as well as the Department of Administrative Services before going on the G&C agenda. The closing dates to make the agenda are two weeks before the G&C meeting. Below are the closing and meeting dates through the end of the year:

Closing Dates

October 9, 2019
October 23, 2019
November 5, 2019
December 4, 2019

Meeting Dates

October 23, 2019
November 6, 2019
November 20, 2019
December 18, 2019

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

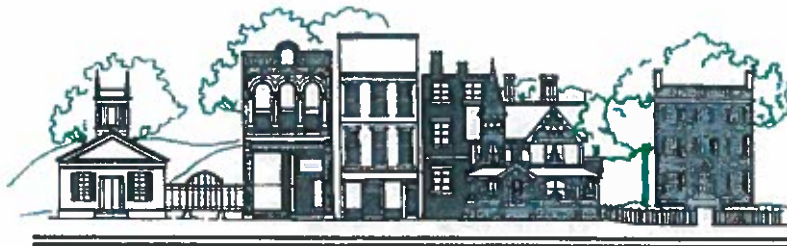
Congratulations on your award! I look forward to working with you on this important preservation project.

Sincerely,

Amy S. Dixon
Community Preservation Coordinator

Enc.





NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire, Department of Natural and Cultural Resources
19 Pillsbury Street, Concord, NH 03301-3570
www.nh.gov/nhdhr

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FAX 603-271-3433
preservation@dncr.nh.gov

Conservation License Plate [Moose Plate] Grantee Instructions

The following contract materials are required before grant funded work may begin.
Use this checklist to ensure that all appropriate materials are provided to the DHR.
Missing or incomplete submissions can delay the start of your project and hold up the first grant payment.

Required of all grantees:

- ☐ *Grant Agreement*
- ☐ *Scope of Work, list of contractors if available*
- ☐ *Certificate of Insurance*

Additional requirement for municipalities only:

- ☐ *Certificate of Municipality*

Additional requirements for non-profit organizations only:

- ☐ *Certificate of Board Resolution*
- ☐ *Certificate of Good Standing with the State of New Hampshire*

Additional requirements for any grantee not registered with the State of New Hampshire:

- ☐ *State of New Hampshire Vendor Application and Alternate W-9*



Step 1: Complete the Certificate of Municipality or Certificate of Board Resolution:

Municipalities should first execute a *Certificate of Municipality* **before** the Grant Agreement is signed. This certificate designates who is authorized by the municipality to enter into agreements and contracts with the State of New Hampshire. The municipality must vote to accept the grant **before or on the same day** as this document is signed and notarized. Submit the form with original signatures to the DHR. Keep a copy for your files. An example is attached for reference.

--OR--

Non-profits should execute a *Certificate of Board Resolution*. This certificate designates who is authorized by the Board of the organization to enter into agreements and contracts with the State of New Hampshire. The Board must vote to accept the grant **before or on the same day** as this document is signed and notarized. Submit the form with original signatures to the DHR. Keep a copy for your files.

Step 2 (Grant Agreement):

After completing Step 1, execute the enclosed **Grant Agreement**. Sign and date the agreement in front of a notary. Submit the form with original signatures to the DHR. Keep a copy for your files.

Step 3 (Scope of Work):

Submit a detailed scope of work of what is to be accomplished under the grant. If plans have changed or evolved since the application, please note as such. The best scopes of work provide detail about the existing condition of the feature that will be worked on as part of the grant.

For example: "The meetinghouse has an asphalt shingle roof that was installed in 1975 and is at the end of its useful life. With this grant funding we are proposing to strip the 1975 shingles, inspect the sheathing beneath, repair the sheathing if necessary, install ice and water shield along the roof perimeter, reflash the chimney, and install a new asphalt shingle roof." Photographs that support the current condition are helpful.

Include the name(s) of the contractor(s) doing the work, if available.

If plans, drawings, and detailed specifications are available, please submit them as well.

As noted in the grant application materials, all work must adhere to the *Secretary of the Interior's Standards for Rehabilitation* (attached). DHR staff will review the scope of work and may need additional information or request work changes in order to meet the *Standards*. **No payments will be released until all work meets the Standards and are approved by the DHR.**

Step 4 (Certificate of Insurance):

This is the municipality's or non-profit's *Certificate of Insurance*, not the contractor for your proposed project. A sample is attached for your reference.



The State of New Hampshire Department of Natural and Cultural Resources, 172 Pembroke Rd, Concord, NH 03301, should be named as the Certificate Holder (bottom left corner of the certificate).

Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and fire and extended coverage insurance covering all property subject to in an amount not less than 80% of the whole replacement value of the property; and Workers' Compensation . The policies shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire. The Contractor shall furnish to the Contracting Officer, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

Steps 5 (For non-profits ONLY):

Certificate of Good Standing with the State of New Hampshire

A copy of your organization's Certificate of Good Standing from the New Hampshire Secretary of the State's Office must be submitted. Photocopies are acceptable. Directions on how to obtain a copy of your Certificate of Good Standing are attached.

Step 6 (For any grantee not registered with the State of New Hampshire):

State of New Hampshire Vendor Code and Alternate W-9

If this is the first time your organization/municipality has received a grant from the State of New Hampshire you must register as a vendor through the Department of Administrative Services. Please visit the DAS website to register at the following address: <https://das.nh.gov/purchasing/vendor.asp>

After following the steps outlined above, please mail original documents to the Division of Historical Resources, c/o Amy Dixon, Community Preservation Coordinator, 19 Pillsbury Street, 2nd Floor, Concord, NH 03301.

If you have any questions, please contact Amy Dixon at amy.dixon@dnrc.nh.gov or 603-271-3485.



A Quick Reference Guide to Program Requirements

A Note about Payments:

Processing grant payments usually takes 4-6 weeks from the time the DHR receives correctly completed and approved contract materials. Fifty percent (50%) of the award is available upon submission and approval of all paperwork, and the remainder is available through documented reimbursement procedures (outlined in the **Reporting Requirements** below).

Crediting the DHR and the Conservation License Plate Grant Program:

As stated in the grant agreement, grantees are required to acknowledge the support of the DHR and the Conservation License Plate Grant Program on any materials promoting your project. The following wording should be used:

"This project is funded in part by a grant from the New Hampshire Division of Historical Resources through the sale of Conservation License Plates."

Please refrain from publicizing your grant until the Governor and Executive Council have approved your project (those grants that are \$10,000).

Electronic versions of the grant program logo are available upon request by contacting Amy Dixon at amy.dixon@dncr.nh.gov or 603-271-3485.

A plaque will be sent to the project contact by mail and must be posted prominently in your project area.

Reporting Requirements:

Grantees are required to submit status reports to the DHR by April 1 and September 1 annually for the duration of the grant. Emailed updates that summarize the project's progress can be submitted to Amy Dixon at amy.dixon@dncr.nh.gov. Photographs showing the progress are appreciated.

A Final Report (provided in hard copy and digitally) is due no more than 30 days after the end of the grant period. The final report should include:

- Project start date
- Project end date
- Brief description of work completed
- Copies of invoices and cancelled checks
- Photographs of the work as it took place and the completed project. Please make sure that at least one photograph is a good quality shot of the front of the building/overall structure.



New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the City of Somersworth (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: Pending G&C Approval – September 30, 2021 [2 years to complete]
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$ 10,000 and apply it to the project(s) described in the grant application and approved budget referenced above. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

As required by the Conservation License Plate Grant Program and the DHR, Grantee agrees to prominently place a DHR provided grant information sign on site or within the community throughout the project funded by this grant, and to acknowledge support of the DHR and the Conservation License Plate Program on any materials promoting the project.

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant shall cease.

3. PAYMENT of 50% will be made following review by the NH Attorney General's Office and Governor and Council (as appropriate). Payment of the final 50% will be made upon receipt and approval of the final report documentation.
4. REPORTING: The Grantee agrees to submit a narrative report of progress to the DHR by April 1 and September 1 annually for the duration of the grant which summarizes progress on the project. The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

**DEPARTMENT OF NATURAL AND
CULTURAL RESOURCES**

Sarah L. Stewart, Commissioner Date

DIVISION HISTORICAL RESOURCES

Benjamin H. Wilson, Director/SHPO Date

GRANTEE

Name _____

Address _____

Authorized Signature Date

STATE OF NEW HAMPSHIRE, COUNTY OF _____
The foregoing statement was acknowledged before me
this _____ day of _____ 20____

Signature of Notary Public Commission Expires

Approved as to form, substance and execution:

Office of Attorney General Date

CERTIFICATE FOR MUNICIPALITIES

I (insert name) _____, of (insert Municipality name), _____, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
3. I am duly authorized to issue certificates with respect to the contents of such books:
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) _____.

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources providing for the performance by this Municipality of certain services as documented within the foregoing grant application, and that the official listed, (document the title of the official authorizing the grant, and document the name of the individual filling that position) _____, on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:

Municipality Mayor: _____

Municipality Clerk: _____

Municipality Treasurer: _____

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) _____

Clerk/Secretary (signature) _____

In the State and County of: (State and County names) _____

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: _____, County of: _____

UPON THIS DATE (insert full date) _____, appeared before me (print full name of notary)

_____, the undersigned officer personally appeared (Insert officers name) _____ who acknowledged him/herself to be (Insert the name of municipality) _____ and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality

In witness whereof I hereunto set my hand and official seal. (provide signature, seal and expiration of commission) _____

SAMPLE

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Dylan McKay, of (insert Municipality name), Anywhere, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
3. I am duly authorized to issue certificates with respect to the contents of such books:
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) 9-20-19.

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources providing for the performance by this Municipality of certain services as documented within the foregoing grant application, and that the official listed, (document the title of the official authorizing the grant, and document the name of the individual filling that position) Donna Martin, Town Administrator on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:
or Chair of Selectboard

Municipality Mayor: Brenda Walsh

Municipality Clerk: Dylan McKay

Municipality Treasurer:

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 9-20-19

Clerk/Secretary (signature) Dylan McKay

In the State and County of: (State and County names) NH/ Anyplace County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NH, County of: Anyplace

UPON THIS DATE (insert full date) 9-20-19, appeared before me (print full name of notary)

Andrea Zuckerman, the undersigned officer personally appeared (Insert officers name) Dylan McKay who acknowledged him/herself to be (Insert the name of municipality) Anywhere and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality

In witness whereof I hereunto set my hand and official seal. (provide signature, seal and expiration of commission) Andrea Zuckerman

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

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

CONTACT: Mary Ellen Snell, CEO
PHONE: (603) 715-9754
E-MAIL: msnell@davistowle.com

FAX: (603) 225-7935

INSURANCE AFFORDING COVERAGE

12.3.2.8

INSURER A Travelers Insurance

19016

0025-0211/88/0005-0000\$01.00/0

[illegible]

101591621-14-13

2046-5127E-1

1996年12月15日

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER

[illegible][illegible]

CERTIFICATE HOLDER

CANCELLATION

Department of Natural and Cultural Resources
172 Pembroke Road
Concord, NH 03301

SHOULD ANY OF THE ABOVE INSTRUCTIONS BE CANNOT BE COMPLETED BY THE EXPIRATION DATE OF THE POLICY, THE POLICY WILL BE REJECTED.

$$\rho_{\text{eff}} = 1/2(1 - \rho_1 - \rho_2) \approx 0.141 \text{ g cm}^{-3} \quad (1)$$

Phyllis, Ind.

Figure 1: L^2 error $\|u - u_h\|_{L^2(\Omega)}$ versus N for $\alpha = 1$ and $\beta = 0.5$. The plot shows a decreasing trend of the error as N increases, with a slope of approximately 1.5. The data points are marked with 'x' and the line is solid. The y-axis is labeled $\|u - u_h\|_{L^2(\Omega)}$ and ranges from 0 to 0.001. The x-axis is labeled N and ranges from 0 to 100. A legend indicates that the line represents $\|u - u_h\|_{L^2(\Omega)}$.

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

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

For more information visit this website: <https://www.nps.gov/tps/standards/rehabilitation.htm> or contact Amy Dixon at amy.dixon@dncr.nh.gov or 603-271-3485.

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

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

NH DHR / SHPO September 2018



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

January 2, 2020

Robert M. Belmore, City Manager
 City of Somersworth
 One Government Way
 Somersworth, NH 03874

(via email: bbelmore@somersworth.com)

**Re: City of Somersworth, NH - Wastewater Treatment Facility Upgrade
 WWEB Project #D2017-1202 - CWSRF Project No. CS-330163-06**

DESIGN APPROVAL & AUTHORIZATION TO BID

Dear Mr. Belmore:

The NH Department of Environmental Services (DES) has reviewed design drawings, technical specifications, and bid documents for the subject project in Somersworth, NH, and hereby approves same. This approval is only on behalf of the Wastewater Engineering Bureau (WEB) and does not represent approval from any other program or agency.

The City's responsibility is to ensure that project design, construction and testing complies with all state standards in Env-Wq 700 Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities adopted October 15, 2014. No deviations from approved plans or specifications shall be made without prior written approval from DES.

This project will receive funding assistance under Chapter Env-Wq 500 (State Water Pollution Control Revolving Loan Fund). The project is therefore subject to certain bidding/contract procedures and documentation requirements which require your careful attention, as follows:

Note: Failure to follow all of the procedural requirements listed below may result in loss of DES loan/grant funding

1. **Bid Advertisement.** DES hereby authorizes the City of Somersworth to publicly advertise the project for construction bids.
2. **Critical Dates:** As cited in the approved project documents, a pre-bid conference will be held at the Wastewater Treatment Facility (99 Buffumsville Road, Somersworth) on January 21, 2020, at 10:00 AM. Bid opening is scheduled for February 7, 2020, at 2:00 PM at the office of the City Hall (One Government Way, Somersworth). *Please advise our office in advance of any proposed changes to these dates or locations. Bureau staff will generally attend these events and want to confirm availability prior to any changes being made.*

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

3. Wage Rates: Federal wage rates apply to this project, and a copy of the applicable U.S. DOL wage determination is included in the approved project documents. Please note that any wage modifications posted to web site <http://www.wdol.gov> before the date of bid opening are effective, unless DES determines there is insufficient time to notify bidders of the change.
4. American Iron and Steel. This project is subject to an "American Iron and Steel" procurement requirement, which requires the Contractor use iron and steel products produced in the U.S.
5. Addenda. Any changes made to the approved project documents during the bid period must be by *addenda*, as reviewed and approved by DES and issued at least five (5) days prior to bid opening.
6. Contract Award. The City of Somersworth may not award the construction contract until so authorized by DES. To obtain such authorization, the City must submit to DES a *single package* containing *all* of the following documentation:
 - a. A total project cost estimate including construction, contingency, engineering services and other costs;
 - b. Evidence of public advertisement for bids;
 - c. A tabulation of all bids that were received;
 - d. A letter signed by the City's authorized representative, indicating the name of the bidder to whom a contract will be awarded;
 - e. The bid proposal of the bidder to whom a contract will be awarded;
 - f. An itemized breakdown of bid quantities and associated costs eligible for DES funding participation;
 - g. Certification that any necessary permits, land acquisitions and easements have been secured;
 - h. EPA "Certification of Nonsegregated Facilities" form, as signed by successful bidder;
 - i. "Bidder's American Iron and Steel Acknowledgement" form, as signed by successful bidder;
 - j. Documentation assuring compliance with Disadvantaged Business Enterprise (DBE) participation requirements. Information regarding DBE requirements can be found on the DES web site at the following link:
http://des.nh.gov/organization/divisions/water/wweb/documents/srf_federal_provisions.pdf

k. Certification that the City has retained a DES-prequalified engineering firm to provide construction phase engineering services on the project, such firm being secured using a qualifications-based selection process and a DES standard engineering contract.

PLEASE SUBMIT THE ABOVE ITEMS AS A PACKAGE, NOT SEPARATELY. The package may be submitted to the attention of Beth Malcolm in the Grants Management Section of our Wastewater Engineering Bureau.

7. Approved Plans/Specs. Please retain a copy of the DES-approved project documents.

As requested by Wright-Pierce on your behalf, DES hereby authorizes the City of Somersworth to publicly advertise this project for construction bids.

Feel free to contact me at Robert.Daniel@des.nh.gov or (603) 271-2952 with any questions regarding this letter.

Sincerely,



Robert A. Daniel, P.E.
Design Review Section
Wastewater Engineering Bureau

cc: Michael J. Bobinsky – Somersworth Director of Public Works and Utilities, mbobinsky@somersworth.com
Jamie Wood – Chief Operator, Somersworth Wastewater Treatment Plant, jwood@somersworth.com
Lindsey Shields, P.E. – Wright-Pierce, lindsey.shields@wright-pierce.com
Tim Vadney, P.E. – Wright-Pierce, tim.vadney@wright-pierce.com
Beth Malcolm, NHDES, WEB/Grants Management, Beth.Malcolm@des.nh.gov
Kathie Bourret, NHDES, WEB/Grants Management, Kathleen.Bourret@des.nh.gov
David Cloutier, NHDES, WEB/Davis-Bacon Specialist, David.Cloutier@des.nh.gov
Andy Morrill, P.E., NHDES, WEB/Construction Management, Andrew.Morrill@des.nh.gov
Ken Kessler, P.E., NHDES, WEB/Operations Section, Kenneth.Kessler@des.nh.gov

Opinion

I support hospital affiliation deal; Seacoast needs a Level II nursery

Posted Oct 21, 2019 at 6:34 PM

Oct. 18 — To the Editor:

I support the proposed affiliation of Exeter Health Resources, Wentworth-Douglass Hospital and Massachusetts General Hospital.

As an expecting mom, most women plan for an uneventful pregnancy and expect to take their new baby home a couple of days after the delivery. But what if your baby comes early and the obstetricians with whom you've seen for months and the maternity ward that you prepared for and toured is not possible for your delivery? Last August, I went into labor six weeks early with my son. Because there is currently no hospital on the Seacoast that has the capability to care for a baby born at 34 weeks, when my water broke unexpectedly, I was sent via ambulance to the Elliot Hospital in Manchester, NH, 45 miles away from home, and was the closest hospital that could provide the level of care my baby needed. I delivered my son with doctors I've never met, in a hospital that I had never visited. Because of his prematurity, my son needed a little extra care with breathing and feeding so he was admitted. I was discharged after two days and my husband and I had to heartbreakingly say goodbye to our new, tiny baby each night to drive home only to then get up in the morning and drive back to Manchester to visit him. It was the hardest two weeks of my life.

According to March of Dimes, a non-profit organization fighting premature birth, the preterm birth rate (the percent of babies born before 37 weeks each year) is 9.8 percent in the U.S. This means that 1 in 10 babies is born too soon. There are approximately 3,000 babies born each year on the Seacoast which translates into nearly 300 babies born premature. With the proposed affiliation of Wentworth-Douglass Hospital, Exeter Health Resources and Mass General Hospital, a Level II neonatal nursery, capable of caring for babies born 32 weeks or later, is finally a possibility for the Seacoast. With the establishment of a Level II nursery,

Seacoast families who aren't able to take their baby home right away, will now have the opportunity to be closer to their baby, limiting the emotional and financial stress of being miles and sometimes hours away.

In a time of stress, especially for those in our community who may not otherwise be able to afford transportation and the added costs of unexpectedly needing to visit a community far away, the ability to have a Level II nursery right here in the Seacoast is so important. I hope the Attorney General's office, the Governor and the leadership of our community hospitals can come together and figure out a way to move this affiliation forward and bring a Level II nursery closer to home.

Cara Wry

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Opinion

AG's opposition to Exeter Hospital merger is wrong

By Peter D. Lennon

Posted Sep 24, 2019 at 3:16 PM

New Hampshire's Attorney General has decided to block the proposed merger among Exeter Health Resources, Wentworth-Douglass Hospital and Massachusetts General Hospital due to anti-trust concerns.

This decision is self-defeating, illogical and flat-out wrong.

EHR is the parent organization for Exeter Hospital, Core Physicians, and Rockingham Visiting Nurse Association & Hospice.

Without this proposed merger, the stark reality is that faced with the national trend of rising health costs and declining revenues, Exeter Hospital may be forced to close unless it joins a larger entity able to achieve economies of scale savings and access to a wider network of care providers and specialized health services.

This need to prevent the hospital closure and, at the same time, to expand the medical services available in the Seacoast now and in the future, are the two primary reasons why Exeter Health Resources decided to merge with Wentworth-Douglass and Mass General.

The proposed merger is exactly what is needed for Exeter Hospital to not only stay alive, but to become more competitive, not less, in today's complex health care environment.

The attorney general (AG) needs to ask himself how shuttering Exeter Hospital and eliminating 1,200 positions filled by highly-skilled doctors, nurses, and support staff, somehow foster more competition, and not less, among any remaining Seacoast health care providers?

How is it better for Seacoast residents to have one less hospital, with its skilled staff, available to provide needed medical services? Instead of offering more choices for health care, the essence of competition, the AG's decision would produce the opposite result. You do not foster competition by eliminating one of the competitors.

In addition, combining the services of the three merger partners permits them to expand vital medical services not now widely available in the Seacoast region and infeasible for either Exeter Hospital or Wentworth-Douglass to offer individually. This is particularly true in neonatal care for mothers and newborns and in behavioral health and substance abuse care devoted to attacking the opioid crisis and the backlog of patients now held in hospital emergency rooms.

It is also particularly true for the highly specialized medical care Mass General would bring to the Seacoast, thus eliminating the need for local patients to travel frequently to Boston for this care.

In its submission to the AG's office, the hospitals provided more detailed examples of the expanded medical care made possible by the merger.

For substance abuse, the hospitals identify many potential collaboration opportunities, including: increased resources for inpatient withdrawal management and treatment; using recovery coaches for hospital, emergency department, and primary care patients; clinical trial access to treat substance abuse disorders; and access to social services and other support to home-based veterans and their families dealing with the veterans' substance abuse.

For unmet local mental health needs, the hospitals state they might be addressed through: expanding access to counselors, psychiatrists, and psychologists, perhaps through a child/adolescent wellness center; growing integrated behavioral health services for all primary care practices; and adding more mental health practitioners and new services to an existing outpatient behavioral health practice. Wentworth-Douglass, for example, was able to grow its staff of psychiatrists from 5 to 38 after merging with Mass General two years ago.

The N.H. Attorney General needs to explain how foregoing these expanded medical services locally, and in a less competitive environment, is somehow better for Seacoast patients? If he truly is concerned about the well-being of residents of Rockingham and Strafford Counties, which are two of the three largest population centers in the state, he would remove his objections to the merger.

In addition, it is reasonable to assume that many more jobs might be created at Exeter Hospital and Core Physicians through the merger given Wentworth-Douglass' experience. The Dover hospital reported it was able to create more than 300 new jobs since it merged with Mass General in 2017.

The AG owes the Seacoast an explanation of why the potential for significantly more local jobs should be wasted.

The AG's statement against the merger says it threatens even higher health care costs to be borne by New Hampshire consumers.

It is impossible to claim with any certainty that the proposed merger, in and of itself, will increase such expenses. Medical cost inflation, a national condition not associated with the merger, certainly will take its toll.

However, it is much more likely that, without the merger, local health care costs will rise given the loss of cost savings likely to be gained from the merger. For example, Wentworth-Douglass reports more than \$4.5 million in cost savings in supplies, high technology capital equipment, drugs, and borrowing costs due to its merger with Mass General. Although modest, these savings are not inconsequential.

Wentworth-Douglass also reports that being part of the larger Mass General structure has enabled it to negotiate lower costs for medical care with two major health insurance providers.

Furthermore, migration to the more effective Mass General Wentworth-Douglass EPIC electronic medical information system offers the opportunity to limit costs by eliminating duplicative medical testing.

It is an understatement to say that using Exeter Hospital's system, which does not even communicate with Core Physicians' system, and vice versa, is a challenge today. Migrating to EPIC will bring its own challenges, and may take at least two years (Wentworth-Douglass' experience) since large software-based systems are inherently complex. But EPIC has the potential to out-perform by far Exeter's current systems, and it is an enabling component of the overall merger.

Without joining Wentworth-Douglass and Mass General, Exeter Health Resources will have

little, if any, chance to lower some of the rising costs that threaten to put it out of business.

Furthermore, the cost increase potential can be bounded either by a new law passed by the state Legislature or regulatory restrictions imposed by the state as a condition to approving the merger. Such a condition might require the merged hospitals to notify in advance the NH AG, and justify to him, any proposed cost increase. This would give the state ample opportunity to oppose or obstruct any such increase.

The Charitable Trusts Unit in the N.H. AG's office also raised a concern whether the new management structures under the merger empowered Mass General at the expense of Exeter and Wentworth-Douglass Hospitals.

This concern is unfounded.

Although the two New Hampshire hospitals will comprise a new corporate entity with its own board of directors under Mass General, they each will retain their own locally-managed boards. Exeter Hospital's Board of Trustees, with its own members from Exeter and other Seacoast communities, still will make major decisions about its hospital. The same is true for Wentworth-Douglass.

These two boards, by definition, also will comprise 17-23 members of the new corporate board. Mass General will have only four representatives on the new board. Heavily-weighted toward Seacoast members, this local representation clearly means local concerns and local priorities cannot be ignored or minimized.

Lastly, the hospitals have the opportunity to appeal the Attorney General's decision. Perhaps they will be able to convince him of the strong justification for the merger that far outweighs any theoretical anti-trust concerns.

In so doing, the hospitals also should take the gloves off and energize support for the merger at the Local, State, and Federal levels in NH and Massachusetts.

They should light a fire under public officials and community leaders throughout the Seacoast to join together to promote the merger.

NH Governor Sununu, Senators Shaheen and Hassan, and Congressman Pappas also should confront the many negative results if the merger is blocked. Hopefully, they will be convinced to do everything they can to support the merger.

To the extent feasible under existing laws, the hospitals also should consider vigorous legal action against the N.H. Attorney General.

The many benefits of the merger, and the far fewer downsides, if any, justify fully an all-out fight on every front to accomplish its objectives.

Peter D. Lennon is an Exeter resident who has been fortunate to experience first-hand the benefits of health care delivered by smaller community hospitals and by some of the best large hospitals in the nation.

