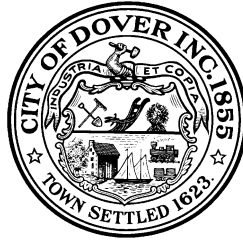


Joshua M. Wyatt  
City Attorney  
[j.wyatt@dover.nh.gov](mailto:j.wyatt@dover.nh.gov)

Jennifer R. Perez  
Deputy City Attorney  
[j.perez@dover.nh.gov](mailto:j.perez@dover.nh.gov)



288 Central Avenue  
Dover, New Hampshire 03820-4169

(603) 516-6520  
Fax: (603) 516-6523  
[www.dover.nh.gov](http://www.dover.nh.gov)

***City of Dover, New Hampshire***  
*OFFICE OF CITY ATTORNEY*

**PARTIES:** City of Dover and City of Rochester, City of Portsmouth and the Conservation Law Foundation

**DOCUMENT:** Third Amendment to Settlement Agreement by and between Conservation Law Foundation and Cities of Dover, Rochester, and Portsmouth

**DATE OF REVIEW:** March 18, 2026

**DEPARTMENT:** Legal

**APPROVAL BY CITY ATTORNEY:** Yes

**AUTHORITY OF CITY MANAGER TO SIGN AGREEMENT:** Chief Administrative Official

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**THIRD AMENDMENT TO SETTLEMENT AGREEMENT BY AND BETWEEN  
CONSERVATION LAW FOUNDATION AND CITIES OF DOVER, ROCHESTER, AND  
PORTSMOUTH**

The Cities of Dover, Rochester, and Portsmouth (collectively “the Municipalities”) and the Conservation Law Foundation, Inc. (“CLF”), for good and valuable consideration mutually exchanged and acknowledged, hereby enter into this Third Amendment to that Settlement Agreement between the Municipalities and CLF executed in March 2021 (hereinafter “Great Bay TN Settlement Agreement”) as follows:

**WHEREAS**, on November 24, 2020, the Environmental Protection Agency (“EPA”) issued the final Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) (the “General Permit”) along with EPA’s Fact Sheet and Response to Public Comments, each available at <https://www.epa.gov/npdes-permits/great-bay-total-nitrogen-general-permit>; and

**WHEREAS**, the General Permit was for a five-year period from its effective date, expiring February 28, 2026;

**WHEREAS**, on varying dates in March 2021 the Municipalities and CLF each executed the Great Bay TN Settlement Agreement; and

**WHEREAS**, the Municipalities all applied for and received coverage under the General Permit; and

**WHEREAS**, the Great Bay TN Settlement Agreement has been amended twice, each time to extend the date by which the \$45,000 of municipal funds set aside for use in water quality-related projects; and

**WHEREAS**, the General Permit is being administratively continued by EPA until such time as EPA develops a successor permitting program; and

**WHEREAS**, the Great Bay TN Settlement Agreement by its terms will expire on February 28, 2026; and

**WHEREAS**, the Municipalities and CLF recognize the benefits of collaboration; and

**WHEREAS**, the Municipalities and CLF mutually desire to extend the Great Bay TN Settlement Agreement on terms set forth herein.

**NOW THEREFORE**, the Parties, for themselves, their successors and assigns, enter into this Third Amendment to the Great Bay TN Settlement Agreement as follows:

1. **Recitals**: The above recitals are incorporated herein by reference.
2. Section 4 of the Great Bay TN Settlement Agreement is amended as follows:

Term: This Agreement is effective on the date last signed by all parties and will ~~expire on February 28, 2026~~ remain in effect until the earlier of February 28, 2031 or such time as EPA develops and implements a final, unappealable successor General Permit for Total Nitrogen in Great Bay. However, any individual Municipality shall no longer be subject to this Agreement if and when that individual Municipality withdraws from or otherwise loses coverage under the General Permit.

3. Section 7(c) of the Great Bay TN Settlement Agreement is amended as follows:

c. Annual Reporting to IMA: No later than the last business day of September in each year this Agreement is in effect ~~At least two weeks prior to the annual IMA Member meeting each year, and at least two weeks prior to any second meeting of the IMA that takes place in a given year,~~ the Municipalities shall develop a report (to be publicly presented at said IMA Member meeting) on the following:

4. Section 12 of the Settlement Agreement is amended as follows:

Additional Great Bay Water Quality Projects: The Municipalities agree to fund, collectively, the total amount of forty five thousand dollars (\$45,000) for one or more not-for-profit Great Bay water quality-related projects or initiatives ~~in calendar year 2021~~ in any year this Agreement is in effect, as selected by the Stakeholder Committee and approved by the Municipalities. The Municipalities' approval of the aforesaid water quality projects shall not be unreasonably withheld. The payment and use of the \$45,000, or any portion thereof, shall be subject to a mutually satisfactory grant agreement to be drafted by the parties and executed by the Municipalities, CLF, and the recipient(s) of the \$45,000 or any portion thereof.

5. This Third Amendment is subject to and governed by all other provisions of the Great Bay TN Settlement Agreement. Except as modified above, the Great Bay TN Settlement Agreement's terms shall remain as originally stated.

[SIGNATURES FOLLOW]

**City of Dover**

Signed by:  
By: J. Michael Joyal, Jr.  
5C8342386B5E429...

Dated: 3/18/2026

*J. Michael Joyal, Jr., City Manager*

**City of Rochester**

Signed by:  
By: Kathryn Ambrose  
C181A5FF4EDE495...

Dated: 3/18/2026

*Kathryn Ambrose, City Manager*

**City of Portsmouth**

Signed by:  
By: Karen Conard  
E8C044E0D39248B...

Dated: 3/18/2026

*Karen Conard, City Manager*

**Conservation Law Foundation, Inc.**

DocuSigned by:  
By: Tom Irwin  
A487EF0619B64B3...

Dated: 3/18/2026

*Thomas F. Irwin, Vice President, Director CLF New Hampshire*