

# CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH  
DATE: MONDAY, DECEMBER 2, 2024 TIME: 7:00PM

*Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser*

[https://us06web.zoom.us/webinar/register/WN\\_S8EXJcn6RI-FbjhkIHV8Ow](https://us06web.zoom.us/webinar/register/WN_S8EXJcn6RI-FbjhkIHV8Ow)

## AGENDA

- I. WORK SESSION
- II. PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] – **N/A**
- III. CALL TO ORDER [7:00 p.m. or thereafter]
- IV. ROLL CALL
- V. INVOCATION
- VI. PLEDGE OF ALLEGIANCE
  
- VII. ACCEPTANCE OF MINUTES *(There are no minutes on for acceptance this evening)*
  
- VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS
  
- IX. PUBLIC COMMENT SESSION *(This session shall not exceed 45 minutes) – (participation may be in person or via Zoom)*
  
- X. PUBLIC HEARING AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

### Extension of Public Hearing of the Capital Improvement Plan (CIP):

- A. CAPITAL IMPROVEMENT PLAN (CIP) FY 2026-2031
  - **PRESENTATION** *(Presentation was held at the November 12, 2024 Work Session)*
  - **CITY COUNCIL QUESTIONS**
  - **PUBLIC HEARING SPEAKERS**
  - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

*(Sample motion – move to adopt the Capital Improvement Plan for FY2026-2031)*

### Third and Final Reading of Ordinance:

- B. Third and Final Reading of Ordinance amendment to Chapter 1, Article V, Purchasing Procedures, Sections 1.500-1.504 to be deleted in its entirety and replaced with a new Article V, retitled Procurement Procedures, inclusive of new Sections 1.500-1.504  
*(Sample motion – move to pass third and final reading of the ordinance as presented)*

**XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION**

**A. CITY MANAGER CONARD**

**City Manager's Items Which Require Action:**

1. Lease Agreement with Community Day Care Center, Inc. D/B/A Seacoast Community School at Community Campus
2. \*Request for Public Hearing to Authorize Loan and Acceptance of Grant for Sludge Minimization and PFAS Destruction Pilot
3. Roll Call Vote for Bonding Authorization Adopted November 18, 2024
4. \*Authorization to Disburse Monies for Peirce Island Public Art

**XII. CONSENT AGENDA**

- A. Request from Michelle Corgan of Bell Farm Shops LLC., DBA Perch + Petal to install a Projecting Sign at 105 Daniel Street (***Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request***)

**Planning Director's Stipulations:**

- ***The license shall be approved by the Legal Department as to content and form;***
- ***Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and***
- ***Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works***

**XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS**

- A. Email Correspondence (***Sample motion – move to accept and place on file***)
- B. Request from Valerie Rochon, Managing Director, Portsmouth NH 400<sup>th</sup>, Inc., to Establish Two New City Trusts (***Sample motion – move to authorize the City to enter into the Declaration of Trust Reserve for Portsmouth Settlement Anniversaries and Declaration of Trust 400<sup>th</sup> Anniversary Education and Public Art Trust with Portsmouth NH 400<sup>th</sup> Inc. (PNH400) and the Trustees of Trust Funds, as presented; to accept the proposed donations of \$30,000.00 and \$100,000.00 to those trusts, respectively; to accept such additional funds as may be contributed by PNH400; and to authorize the City Manager to execute the trust documents on behalf of the City***)

- C. Disbursement of funds from the Portsmouth 400<sup>th</sup> Anniversary Trust to the Portsmouth NH 400<sup>th</sup> Inc. (***Sample motion – move to authorize the Trustees of Trust Funds to release the remaining funds in the City of Portsmouth 400<sup>th</sup> Anniversary Trust to the Portsmouth NH 400<sup>th</sup> Inc. charitable organization as reimbursement for the final eligible amounts spent by that organization as represented in the November 26, 2024 communication from Valerie Rochon, Managing Director***)

#### XIV. MAYOR McEACHERN

1. \*Appointment to be Voted:
  - Reappointment of Philip Cohen to the Economic Development Commission
  - Appointment of Ethan Underhill to the Board of Library Trustees
  - Appointment of Jane Mitchell-Pate to the Parking & Traffic Safety Committee
  - Appointment of Colleen Spear to the Sustainability Committee
  - Appointment of Maxson Ward to the Sustainability Committee
  - Appointment of Scott McDermott to the Trees and Public Greenery Committee
  - Reappointment of Beth Margeson to the Zoning Board of Adjustment
2. \*Establish Municipal Building Blue Ribbon Committee (***Sample motion – move to dissolve the current Community Policing Facility Working Group and move to establish a Municipal Building Blue Ribbon Committee at the December 16, 2024 City Council meeting***)

#### XV. CITY COUNCIL MEMBERS

##### A. ASSISTANT MAYOR KELLEY & COUNCILOR TABOR

1. \*Sherburne developer proposals: discussion and next steps

##### B. COUNCILOR COOK

1. \*Arts Overlay District (***Sample motion – move to request that the Planning Board, Planning Staff, and Legal Department work together to draft an Arts Overlay District to be included in our zoning code, with incentives for artist live/work space, studio space, gallery space, and/or nonprofit arts and cultural organizational space, to be initially applied to the CD4-W zone in the West End Area as part of the Master Planning process***)
2. \*Shuttle Loop/Micro-transit Study (***Sample motion – move to include the Shuttle Loop/Micro-transit Study recommended by the Sustainability Committee and included as part of the Climate Action Plan in the CIP budget for funding in FY2026***)

**C. COUNCILOR DENTON**

1. \*Fleet Decarbonization Plan (***Sample motion – move to add \$50,000.00 in General Funds to the FY26 Capital Improvement Plan for a Fleet Decarbonization Plan***)
2. \*Citywide Tree and Public Greenery Program (***Sample motion – move to increase the \$20,000.00 to \$100,000.00 in annual General Funds for BI-04-PW-36: Citywide Tree and Public Greenery Program in the FY26 Capital Improvement Plan***)

**D. COUNCILOR BAGLEY**

1. \*I-95 Median Speed Enforcement (***Sample motion – move to request the City Council and Mayor to send a letter to the Governor urging the continuation of increased and highly visible speed enforcement on I-95 until median barriers are installed***)

**XVI. APPROVAL OF GRANTS/DONATIONS**

- A. Acceptance of Donation to the Department of Public Works for the construction of a pump track - \$5,000.00 (***Sample motion – move to approve and accept the \$5,000.00 donation to the Department of Public Works from the NH Charitable Foundation’s Altus Engineering Charitable Fund for the construction of a pump track***)
- B. Acceptance of Donation to the Department of Public Works for the construction of a pump track - \$5,000.00 (***Sample motion – move to approve and accept the \$5,000.00 donation to the Department of Public Works from Neal Ouellett and Darlene Furbush Ouellett for the construction of a pump track***)
- C. Acceptance of Donation to the Department of Public Works for the labor and materials for the construction of a pump track - \$10,000.00 (***Sample motion – move to approve and accept the \$10,000.00 donation to the Department of Public Works from the Severino Trucking Co., Inc. for labor and materials for the construction of a pump track***)
- D. Acceptance of Violence Against Women Act Grant, as Amended - \$25,025.00 (***Sample motion – move to approve and accept the Violence Against Women Act Grant, as amended***)

**XVII. CITY MANAGER’S INFORMATIONAL ITEMS**

1. Report Back on Sherburne Property Process as Requested at the November 18, 2024 City Council Meeting

**XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING**



**XIX. ADJOURNMENT [at 10:30 p.m. or earlier]**

*\*Indicates verbal report*

**KELLI L. BARNABY, MMC/CNHMC  
CITY CLERK**

CIP FY2026 – FY2031 Work Session Responses from Staff

<i>Project</i>	<i>Request</i>	<i>Response from Staff</i>
1. Portsmouth Elementary School Playgrounds	Design and implement new ADA compliant playgrounds at all three (3) City of Portsmouth Elementary Schools	<p>Although this is an internal school management decision, the current funding proposed meets the most expedited timeline believed feasible by the City.</p> <p>The timeline for school playgrounds would revolve around three things:</p> <ol style="list-style-type: none"><li>1) A universal design would need to be developed that would work for all three elementary schools (this saves on later design work as well as ensures safety and supervisory needs are being met for all facilities). A universal design would also ensure equity between the elementary school playground offerings and universal ADA compliance.</li><li>2) Required permits must be in place to start work, especially at Little Harbour School which faces very specific challenges due to its location. The permitting processes are projected to take 6 to 8 months to complete.</li><li>3) Construction at school facilities is done with sensitivity to the school season and would strive for off season work to be as low impact to the students, teachers, and staff as possible.</li></ol>

CIP FY2026 – FY2031 Work Session Responses from Staff

2.	South Mill Pond Playground	Where is the South Mill Pond Playground in the process?	<p>This project was initiated as part of the City’s 400<sup>th</sup> Celebration and was a grant-initiated program to develop universally accessible public playgrounds across the City. The City Council accepted a \$15,000 donation from the Portsmouth Rotary at the January 23, 2023 meeting as the project’s initial funding which was utilized to launch redesign of the South Mill Playground. In FY25 the City Council authorized \$600,000 to be bonded for the construction of the accessible playground elements (at the July 15, 2024 City Council Meeting).</p> <p>Any consideration to reprogram these monies would require a public hearing and a 2/3 vote of the entire City Council body to reauthorize these funds.</p>
3.	Citywide Tree and Public Greenery Program	Desire to increase funding to the Citywide Tree and Public Greenery Program to \$100,000	<p>It is important to note that an increase in these funds would not necessarily result in an increase in the volume of trees planted. Instead, these funds would be utilized to improve tree planting in the urban core of the City – planting new trees with infrastructure that would prolong and better their life within the downtown area.</p> <p>Staff would have to explore how to best utilize these funds at current staffing levels but much of this work would likely have to be contracted out.</p> <p>This funding request would add \$80,000 to the Capital Outlay line item of the Non-Operating budget.</p>

CIP FY2026 – FY2031 Work Session Responses from Staff

4.	Microtransit Study	Desire to place this Citizen Request in the CIP	City Staff encourage the addition of this project in FY27 as a Federal/State Grant funded project at \$100,000. This timeline allows City Staff to seek out applicable grant monies to fund the study.
5.	Decarbonization Plan	Desire to place this Citizen Request in the CIP	City Staff would recommend putting forward this project with \$50,000 under Federal/State grants in an out year as staff is in search of grant funding. If this project is desired in FY26, the City could hire a contractor to complete this study.
6.	Municipal Building Energy Audit	Reprioritization of this item, move it up to FY26	<p>The City has a municipal audit in progress that is projected to finish in FY26 and thus it is recommended to allow for the closure of that study before initiating this one in FY27.</p> <p>Also, as it is a project that may warrant grant funding, the recommended timeline allows for City Staff to pursue these grant opportunities.</p> <p>Overall, it should be noted that the Planning &amp; Sustainability Department had projected placing one Climate Action Plan (CAP) capital project in each fiscal year to allow for the pursuit of grant funding, enable City Staff to perform the work at its current staffing levels, and pace out the request for capital outlay funding from the City's budget. The Planning &amp; Sustainability Department had submitted the Solar/Battery Study for its FY26 CIP project request. Additional projects placed within the FY26 timeline would likely have to be contracted out.</p>

CIP FY2026 – FY2031 Work Session Responses from Staff

7. Stormwater Drainage & Flooding	Desire to add funding to address stormwater drainage and flooding challenges	<p>Currently stormwater drainage needs are funded from both the General Fund (50%) and the City’s Sewer Enterprise Fund (50%).</p> <p>City Staff have proactively been addressing stormwater drainage needs. In the FY2025 CIP, funding was increased from its prior year requests of \$250,000 from both funds to \$500,000 in both funds in FY25 and all requested outyears. The FY26 Stormwater Drainage request has, again, been increased, this time to \$1,000,000 (\$500,000 from the General Fund and \$500,000 from the Sewer Fund).</p> <p>It should be noted that addressing flooding resilience would need to be funded 100% from the General Fund, as this purpose would not be eligible under the enterprise fund.</p>
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**ORDINANCE #**

**THE CITY OF PORTSMOUTH ORDAINS**

**That Chapter 1, Article V, Purchasing Procedures, Sections 1.500-1504 of the Ordinances of the City of Portsmouth be deleted in its entirety and replaced with the following new Article V, retitled Procurement Procedures, inclusive of new Sections 1.500-1.504 as shown in the attached Exhibit A.**

**The City Clerk shall properly alphabetize and/or re-number the ordinances as necessary in accordance with this amendment.**

**All ordinances or parts of ordinances inconsistent herewith are hereby deleted.**

**This ordinance shall take effect upon its passage.**

**APPROVED:**

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**Deaglan McEachern, Mayor**

**ADOPTED BY COUNCIL:**

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**Kelli L. Barnaby, City Clerk**

**Explanatory Note: The proposed revised Chapter 1, Article V set forth in Exhibit A consists of an extensive ordinance update necessitated in part by the City's planned adoption of new procurement processes. The City is deploying a new application which will allow for receipt of bids electronically, facilitate distribution of bids and proposals to interested vendors, and streamline internal processes among other anticipated benefits. This update of the procurement section has been under discussion and review of the Governance Committee for several meetings ultimately resulting in a recommendation to bring this forward to the City Council. For additional information on the changes from the existing ordinance sections see the "Compared Existing to Proposed Changes to Chapter 1, Article V" documentation included in the City Council packet for October 21, 2024 accompanying First Reading.**

## **EXHIBIT A**

### **ARTICLE V: PROCUREMENT PROCEDURES**

#### **Section L.500: PROCUREMENT POLICY**

All procurement shall be managed pursuant to the Procurement System and Policies adopted by the City Manager. The Procurement System and Policies shall be communicated and circulated in such forms as to provide transparency to vendors and the public. The City Manager shall develop and implement a Procurement System and Policies consistent with the Charter and these Ordinances to meet the following objectives:

- A. To procure materials, supplies, equipment and services other than professional, at the lowest cost consistent with the suitability of use, standards of quality and service required;
- B. To establish clearly the roles and responsibilities for procurement functions within the municipal organization, including the designation of a position responsible for the day-to-day implementation of the procurement process in accord with the Charter;
- C. To exercise positive financial control over purchases;
- D. To provide an efficient means for procurement of materials, supplies, or equipment which avoids duplication and overstocking;
- E. To obtain professional services that meet the high standards for engineering, architectural, legal, and other professional services needed by the City;
- F. To support and take advantage of state, regional, cooperative and other procurement processes that leverage greater buying power and competitive pricing;
- G. To employ Competitive Bidding where practical and to adopt other Procurement Strategies that are fair, transparent and deliver good value for the City;
- H. To establish criteria and procedures for Emergency and Sole Source Purchases;
- I. To continue to identify evolving options for procurement particularly in areas of technology and other areas for which Competitive Bidding is generally impractical; and
- J. To comply with State and federal procurement requirements.

#### **Section L.501: Definitions**

For purposes of this Article V, the following definitions shall apply.

“Competitive Bidding” shall mean that process by which materials, supplies, equipment and other services are acquired through a formal process of bidding and award is made to the lowest qualified bidder.

“Emergency Purchases” shall mean the acquisition of goods or services that are required within a time frame that does not allow for Competitive Bidding or Competitive Procurement Strategies. These acquisitions typically occur in situations in which (1) a municipal operation would be seriously hampered or unavailable without such immediate purchase or (2) the health, welfare and/or safety of employees or the public are at risk. Emergency Purchases shall be further defined and will be managed by the Procurement System and Policies adopted by the City Manager.

“Procurement Strategies” are used when Competitive Bidding is not required and shall mean those processes, such as requests for proposals, solicitation of quotes, and the development of qualified contractor and vendor rosters, that include a competitive aspect to the acquisition of goods and services but by which price may not be the determining factor.



## **EXHIBIT A**

“Procurement System and Policies” shall mean a comprehensive framework for the acquisition of goods and services that includes Competitive Bidding, Procurement Strategies, the adoption of policies, the issuance of purchase orders, and the execution of contracts and other legal documents relative to procurement.

“Sole Source Purchases” shall mean goods or services that are (1) available only from a single source, supplier or vendor such as replacement of proprietary parts or (2) are operationally required for consistency of equipment and technology (often for training, maintenance and security purposes). Sole Source Purchases shall be further defined and will be managed by the Procurement System and Policies adopted by the City Manager.

### **Section L.502: COMPETITIVE BIDDING PROCESS**

Procurement by the City shall be Competitive Bidding where practical and not disadvantageous to the City. Competitive Bidding is deemed generally impractical for the following types of purchases:

- A. Goods or services valued at less than \$50,000 (limit adjusted annually by the Finance Department effective July 1 in accordance with the most recent available regionally adjusted Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics);
- B. Professional or other services involving special skills, training, experience, judgment, discernment or discretion;
- C. Goods or services that are required within a time frame that does not allow for Competitive Bidding such as in an emergency to protect public health or property;
- D. Goods or services available from a single source, supplier or vendor such as replacement of proprietary parts, or for consistency of equipment for purposes of training, safety and maintenance; and
- E. Technology acquisitions.

The Competitive Bidding process shall:

- A. Provide adequate notice to bidders pursuant to competitive process;
- B. Ensure that no bids shall be opened until the appointed time;
- C. Reserve the City’s right to cancel any award at any time before final notification of the successful bidder without any liability against the City;
- D. Reserve the City’s right to reject any or all bids, to waive technical deficiencies, and to accept any bid that may deem be in the best interest of the City;
- E. If a bid is to be awarded, award the bid to the lowest, qualified bidder properly responding to the invitation to bid unless the City Manager petitions the City Council to make a different award based on the best interest of the City;
- F. Provide results of bid openings to the public within five (5) business days of opening.

### **Section L.503: DISPOSTION OF REAL ESTATE**

In the case of disposal of excess or surplus real estate owned by the City, the City shall, subject to City Council approval, competitively bid or auction such real estate subject to such reserve, terms,

## **EXHIBIT A**

conditions, easements and other rights as may be placed on the transfer of the property and accept the highest responsive bid unless deemed unsatisfactory and not in the best interest of the City.

In cases where the City owns a manufactured home with taxes owed on such property in the amount of \$50,000 or less, the Tax Collector shall make a recommendation to the City Manager as to the disposition of the manufactured home by sale or otherwise with the intent to recoup as much of the taxes owed as possible as well as such additional monies as may be negotiated. Upon the recommendation of the Tax Collector, the City Manager shall be authorized to transfer such property without any further authority from the City Council or recommendation of the Planning Board.

Property taken by tax lien may be deeded to the person from whom it was taken or their heirs or devisees for a sum equal to the full amount of taxes, interest and penalties due thereon in accordance with State law.

The Tax Collector shall have no obligation to take by tax deed any property with environmental contamination or other liabilities that outweigh the value of taxes likely to be recovered as well as for any reason contrary to the public interest and allowed by law

Nothing in this section is intended to limit the City Council's ability to release or grant interests in land through quitclaim deed, easement or other conveyance or to swap or convey all or part of any parcel as part of a public improvement.

### **Section L.504: DISPOSITION OF SURPLUS PROPERTY**

**A. Any real property shall be disposed of consistent with State law.**

**B. Other property:**

**1. Property Valued at Less than \$1,000 Other Than Real Estate:**

The City Manager shall have the authority to discard, donate or sell any municipal supplies, materials and equipment valued at less than \$1,000 and no longer required by the City.

**2. Property Valued between \$1,000 to \$50,000:**

The City Manager shall have the authority to dispose of property with a value less than \$50,000 through a competitive process, auction, or trade-in in a manner to optimize value to the City. This limit shall be adjusted annually by the Finance Department effective July 1<sup>st</sup> in accordance with the most recent available regionally adjusted Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics.

**3. Property Valued at \$50,000 or more:**

No municipal supplies, materials and equipment valued at \$50,000 shall be offered for sale or donation unless and until the City Council so orders. Any such sale authorized by the City Council may be conducted by Competitive Bidding, public auction, or any other means authorized by the City Council.

**ARTICLE V: PURCHASINGPROCUREMENT PROCEDURES**

**Section I.500: PURCHASINGPROCUREMENT POLICY**

All procurement shall be managed pursuant to the Procurement System and Policies adopted by the City Manager. The Procurement System and Policies shall be communicated and circulated in such forms as to provide transparency to vendors and the public. The City Manager shall develop, and implement and maintain a purchasing system which shall be contained in a printed purchasing manual Procurement System and Policies consistent with the provisions of the City Code of Charter and these Ordinances and which shall to meet the following objectives:

- A. ~~A.~~ To procure materials, supplies, equipment and services other than professional, at the lowest cost consistent with the suitability of use, standards of quality and service rendered; required;
- B. ~~B.~~ To establish clearly the responsibility roles and responsibilities for the purchasing procurement functions as being vested within the municipal organization, including the designation of a position responsible for the day-to-day implementation of the procurement process in accord with the Purchasing Agent only Charter;
- C. ~~C.~~ To exercise positive financial control over purchases ;
- D. ~~D.~~ To provide an efficient means for procurement of materials, supplies, or equipment which avoids duplication and overstocking ;
- E. ~~E.~~ To obtain professional services that meet the high standards for engineering, architectural, legal, and other professional services needed by the City;
- F. ~~F.~~ To support and take advantage of state, regional, cooperative and other procurement processes that leverage greater buying power and competitive pricing;
- G. To employ Competitive Bidding where practical and to adopt other Procurement Strategies that are fair, transparent and deliver good value for the City;
- H. ~~H.~~ To establish and maintain standards of quality criteria and procedures for Emergency and Sole Source Purchases;
- I. To continue to identify evolving options for procurement particularly in areas of technology and other areas for which Competitive Bidding is generally impractical; and
- J. ~~J.~~ To comply with State and federal procurement requirements.

**Section I.501: Definitions**

For purposes of this Article V, the following definitions shall apply.

"Competitive Bidding" shall mean that process by which materials, supplies, equipment and services other than professional, based on suitability for use other services are acquired through a formal process of bidding and award is made to the lowest qualified bidder.

"Emergency Purchases" shall mean the acquisition of goods or services that are required within a time frame that does not allow for Competitive Bidding or Competitive Procurement Strategies. These acquisitions typically occur in situations in which (1) a municipal operation would be seriously hampered or unavailable without such immediate purchase or (2) the health, welfare and/or safety of employees or the public are at risk. Emergency Purchases shall be further defined and will be managed by the Procurement System and Policies adopted by the City Manager.

"Procurement Strategies" are used when Competitive Bidding is not required and shall mean those processes, such as requests for proposals, solicitation of quotes, and the development of qualified contractor and vendor rosters, that include a competitive aspect to the acquisition of goods and services but by which price may not be the determining factor.

"Procurement System and Policies" shall mean a comprehensive framework for the acquisition of goods and services that includes Competitive Bidding, Procurement Strategies, the adoption of policies, the issuance of purchase orders, and the execution of contracts and other legal documents relative to procurement.

"Sole Source Purchases" shall mean goods or services that are (1) available only from a single source, supplier or vendor such as replacement of proprietary parts or (2) are operationally required for consistency of equipment and technology (often for training, maintenance and security purposes). Sole Source Purchases shall be further defined and will be managed by the Procurement System and Policies adopted by the City Manager.

#### **Section L 501502: COMPETITIVE BIDS/BIDDING PROCESS**

Purchasing/Procurement by the City of Portsmouth shall be made on the basis of competitive bids/Competitive Bidding where practical and not disadvantageous to the City. Competitive bidding/Bidding is deemed generally impractical for the following set/types of purchases:

- A. Goods or services valued at less than \$1050,000 - this limit shall be adjusted annually ~~effect July 1~~ by the Finance Director/Department effective July 1 in accordance with the most recent available regionally adjusted Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics. ~~The adjusted amount shall be kept on file in the office of the City Clerk. (Amended 5/4/98);~~
- B. Professional or other services involving special skills, training, experience, ~~taste~~ judgment, discernment or discretion;
- C. Goods or services that are required within a time frame that does not allow for Competitive Bidding such as ~~as~~ in an emergency to protect public health or property;
- D. Goods or services available from a single source, supplier or vendor such as replacement of proprietary parts, or for consistency of equipment for purposes of training, safety and maintenance; and

#### **Section L 502: BIDDING PROCESS**

A. For purchases by competitive bidding, a notice inviting bids shall be published in a newspaper having general circulation in the City at least seven days preceding the last day set for the receipt of bids. Other forms of notice likely to come to the attention of prospective bidders may also be given.

B. The notice shall generally describe the goods to be purchased and shall state how to obtain bid forms, specifications and other available information, the period for submitting bids, and the time and place for the opening of the bids.

~~C. All bids shall be submitted to the City Purchasing Officer in writing, sealed and plainly marked as bids on the envelope.~~

~~D. No E. Technology acquisitions~~

~~The Competitive Bidding process shall:~~

~~A. Provide adequate notice to bidders pursuant to competitive process;~~

~~A-B. Ensure that no bids shall be opened until the appointed time.~~

~~E. At the time and place stated in the public notice all bids shall be opened by the City Purchasing Officer or his agent. All bid openings shall be open to the public and all bids shall be available for examination by any resident of Portsmouth.~~

~~C. Reserve the City's right to cancel any award at any time before final notification of the successful bidder without any liability against the City;~~

~~D. Reserve the City's right to reject any or all bids, to waive technical deficiencies, and to accept any bid that may deem be in the best interest of the City;~~

~~E. If a bid is to be awarded, award the bid to the lowest, qualified bidder properly responding to the invitation to bid unless the City Manager petitions the City Council to make a different award based on the best interest of the City;~~

~~F. Provide results of bid openings to the public within five (5) business days of opening.~~

#### **Section L503: AWARDS DISPOSITION OF REAL ESTATE**

~~A. Except in cases involving the purchase or disposal of excess or surplus real estate owned by the City of Portsmouth, the City Purchasing Officer shall award contracts by competitive bids to the lowest bidder who properly responds to the invitation to bid, unless the City Purchasing Officer shall deem said low bid unsatisfactory in the best interest of the City.~~

~~In the case of a response to an invitation to bid on real estate owned by the City of Portsmouth, the City Purchasing Officer shall, the City shall, subject to City Council approval, competitively bid or auction such real estate subject to such reserve, terms, conditions, easements and other rights as may be placed on the transfer of the property and accept the highest responsive bidsbid unless he shall deem said bid deemed unsatisfactory and not in the best interest of the City.~~

~~B. In such cases, the bids shall be referred to the City Council, which may then either determine the lowest and best bidder and award the contract to such bidder or reject all bids.~~

~~C. In determining the lowest and best bidder, the Council may consider:~~

#### **Interest of the City.**

~~In cases where the City owns a manufactured home(s) with taxes owed on such property in the amount of \$1050,000.00 or less, the Tax Collector shall be authorized to negotiate the make a recommendation to the City Manager as to the disposition of the manufactured home by sale of such mobile homes; or, if the City with the intent to recoup as much of the taxes owed as possible as well as such additional monies that areas may be negotiated.~~

if Upon the recommendation of the Tax Collector can successfully negotiate a sale price for the mobile home, he/she shall then recommend that the City of Portsmouth sell such property, and, the City Manager shall be authorized to transfer such property without any further authority ~~from the City Council or recommendation of the Planning Board.~~ Subject to the review of the internal Auditor before the sale can take place. (Subsection D Adopted in its entirety 1/9/95)

#### Section 1-504: PUBLIC AUCTION

A. A public auction shall only be conducted by an auctioneer licensed by the State of New Hampshire.

B. The Purchasing Agent shall prepare a notice identifying the particulars of the proposed public auction requesting proposals. Such notice shall be published in a newspaper having general circulation within the State of New Hampshire at least seven days preceding the last day set for receipt of proposals. Other forms of notice likely to come to the attention of prospective auctioneers may also be given.

C. All proposals shall be submitted to the City Purchasing Officer in writing by the published deadline.

D. The City Purchasing Officer shall forward all proposals to the City Council for final selection by the Council.

(Section 1-504 adopted 12/07/87)

#### Section 1-505: PURCHASING RECORDS

A. Property Valued at Less than \$500 Other Than Real Estate:

Upon request of the proper department head and with the approval of the City Manager, the City Purchasing Officer shall conduct the sale of any municipal supplies, materials and equipment valued at less than \$500 and no longer required by the City.

B. Property Valued at \$500 Or More and Real Estate:

1. No municipal supplies, materials and equipment valued at \$500 or more and no real estate whatsoever shall be offered for sale unless and until the City Council so orders.

2. Any such sale authorized by the City Council may be conducted by competitive bidding, public auction, or any other means authorized by the City Council as follows: (amended in its entirety 12/07/87)

a. If the sale is authorized by competitive bidding, the sale shall be conducted in accordance with the procedures for purchasing by competitive bidding and shall be made to the highest bidder;

b. If the sale is authorized by public auction, it shall be conducted in accordance with the procedures for public auction;

~~c. If the sale is authorized by any means other than competitive bidding or public auction, it must be by 2/3 vote of the City Council and in accordance with procedures established by the Council.~~

**Property taken by tax lien may be deeded to the person from whom it was taken or his heirs or devisees for a sum equal to the full amount of taxes, interest and penalties due thereon in accordance with Chapter 60 of the RSA's of the State of New Hampshire. (Adopted 12/07/87) State law.**

~~The Tax Collector shall have no obligation to take by tax deed any property with environmental contamination or other liabilities that outweigh the value of taxes likely to be recovered as well as for any reason contrary to the public interest and allowed by law~~

~~Nothing in this section is intended to limit the City Council's ability to release or grant interests in land through quitclaim deed, easement or other conveyance or to swap or convey all or part of any parcel as part of a public improvement.~~

#### **Section 1.504: DISPOSITION OF SURPLUS PROPERTY**

**A. Any real property shall be disposed of consistent with State law.**

**B. Other property:**

**1. Property Valued at Less than \$1,000 Other Than Real Estate:**

~~The City Manager shall have the authority to discard, donate or sell any municipal supplies, materials and equipment valued at less than \$1,000 and no longer required by the City.~~

**2. Property Valued between \$1,000 to \$50,000:**

~~The City Manager shall have the authority to dispose of property with a value less than \$50,000 through a competitive process, auction, or trade-in in a manner to optimize value to the City. This limit shall be adjusted annually by the Finance Department effective July 1<sup>st</sup> in accordance with the most recent available regionally adjusted Consumer Price Index (CPI) as published by the US Department of Labor, Bureau of Labor Statistics.~~

**3. Property Valued at \$50,000 or more:**

~~3. No municipal supplies, materials and equipment valued at \$50,000 shall be offered for sale or donation unless and until the City Council so orders. Any such sale authorized by the City Council may be conducted by Competitive Bidding, public auction, or any other means authorized by the City Council.~~

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## CITY OF PORTSMOUTH

City Hall, One Junkins Avenue  
Portsmouth, New Hampshire 03801  
kconard@cityofportsmouth.com  
(603) 610-7201

Karen S. Conard  
City Manager

**Date:** November 27, 2024

**To:** Honorable Mayor McEachern and City Council Members

**From:** Karen S. Conard, City Manager *KSC*

**Re:** City Manager's Comments on City Council Agenda of December 2, 2024

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### *X. Public Hearing and Vote on Ordinances and/or Resolutions:*

#### **A. Public Hearing of Capital Improvement Plan (CIP) FY2026-2031:**

In accordance with Section 7.7 of the City Charter, the City Council will continue the public hearing at this evening's City Council meeting regarding [the proposed Capital Improvement Plan for FY 2026 – FY 2031](#). In addition to this evening's public hearing, the City Council held a joint work session with the Planning Board on November 12, 2024. At the work session, a presentation of the proposed CIP was made by City staff. As you are aware, the City Council is required, in accordance with Section 7.8 of the City Charter, to adopt the Capital Plan subsequent to the public hearing and before the City Manager submits the budget to the City Council.

[A list of questions posed at the CIP Joint Work Session on November 12, 2024](#) has been included in the City Council's packet with responses from staff.

At its November 21, 2024 meeting, the Planning Board voted to recommend adoption of the CIP with a new element sheet incorporated into the final Plan for a new parking garage and an allocation of \$150,000 for FY27 to begin the process for site selection and feasibility.

*I recommend that the City Council move to adopt the FY2026-2031 CIP as presented.*

#### **B. Third and Final Reading of Ordinance Amendment to Chapter 1, Article V, Purchasing Procedures, Section 1.500-1.504 to be deleted in its Entirety and Replaced with a New Article V, Retitled Procurement Procedures, Inclusive of New Section 1.500-1.504:**

[A proposed ordinance amendment to delete in whole Chapter 1, Article V, Purchasing Procedures and to replace it with a new section](#) is presented for a third and final reading at this evening's meeting. This extensive ordinance update is necessitated in large part by the City's planned adoption of new procurement processes.

The City is deploying a new application which will allow for receipt of bids electronically, facilitate distribution of bids and proposals to interested vendors, and streamline internal processes among other anticipated benefits. This update of the procurement section has been under discussion and review of the Governance Committee for several meetings, ultimately resulting in a recommendation to bring this forward to the City Council.

*I recommend that the City Council move to pass third and final reading of the ordinance as presented.*

## ***XI. City Manager's Items Which Require Action:***

### **1. Lease Agreement with Community Day Care Center, Inc. D/B/A Seacoast Community School at Community Campus:**

The City purchased the Community Campus, property located at 100 Campus Drive, Portsmouth, New Hampshire ("Property" or "Community Campus") on March 14, 2022 from the Foundation for Seacoast Health ("Foundation"). As was required by the terms of the Purchase and Sales Agreement, the Foundation assigned its interest in its Lease Agreements with all the tenants of Community Campus to the City by entering into an Assignment and Assumption Agreements on March 14, 2022. The assigned lease with the Community Daycare Center, Inc., d/b/a Seacoast Community School ("Community School") expires on January 3, 2025.

On November 18, 2024, the City Council approved the leases for Community Campus tenants (Seacoast Outright, Krempels Center and Child Advocacy Center) and an amendment to the AIDS Response lease. Like those tenants' leases, the term for the Community School corresponds to the City's fiscal cycle (July 1 - June 30), as well as the fiscal cycle for the Community School. Different rent rates, or Tiers, have been created for each of these tenants in relation to its overall impact on the premises, such as use of the common areas and maintenance services. All leases have a 3% Annual Rent Escalator. Plans for the reconfigured leased space [is attached as Exhibit A](#), [Community Campus Rules and Regulations are attached as Exhibit B](#) and [Janitorial Services are attached as Exhibit C](#).

The major difference between this lease and the leases with the other tenants of Community Campus is that the Community School has a longer term and notice period. The Community School's lease term is for 10 years with an option to renew. The longer term and notice period are necessary because if the Community School moved out of Community Campus, it would have to undertake either new construction or substantial time-consuming renovations to an existing building due to the highly regulated nature of safety and ingress and egress standards for daycares. It should be noted that the City will be going out for bid for Janitorial Services in the next few weeks and that may necessitate revisions to Exhibit C.

*I recommend that the City Council move that the City Manager be authorized to amend any Exhibit and to finalize and execute [the Lease Agreement with the Community Daycare Center, Inc., d/b/a Seacoast Community School](#) in a form similar to what is proposed in the Agenda Packet.*

**2. Request for Public Hearing to Authorize Loan and Acceptance of Grant for Sludge Minimization and PFAS Destruction Pilot:**

The State of New Hampshire Department of Environmental Services has recently awarded the City \$1,000,000 in a Clean Water State Revolving Fund (CWSRF) loan with 100% grant funding forgiveness for a wastewater sludge minimization study and PFAS destruction pilot project.

In order to take advantage of this recently awarded loan opportunity with 100% forgiveness, the City Council needs to authorize the City Manager to enter into this CWSRF loan. Staff recommends that a public hearing and vote be scheduled for December 16, 2024 to authorize this borrowing.

*I recommend that the City Council move to schedule a public hearing at the December 16, 2024 City Council meeting and subsequently authorize the borrowing of \$1,000,000 as described above.*

**3. Roll Call Vote for Bonding Authorization Adopted November 18, 2024:**

At the November 18, 2024 regular meeting of the City Council, the Council unanimously [adopted Resolution #20-2024](#), authorizing \$4.3 million for water system improvements and rescinding a like amount that had been previously authorized for the replacement of water transmission mains beneath Little Bay. In subsequent review of that Council action, the City's bond counsel advised that all bond authorization votes should be recorded by roll call to ensure the desired legal opinion on City bonding.

In order to address the requirement of bond counsel, I would ask that the City Council reaffirm by roll call vote their previous unanimous vote on this resolution.

*I recommend that the City Council move to reaffirm by roll call vote the unanimous vote taken at the November 18, 2024 meeting to adopt Resolution #20-2024 authorizing a bond issue and/or notes of up to four million three hundred thousand dollars (\$4,300,000) for water system improvements, and rescinding a like amount of funds authorized to be borrowed for the replacement of water transmission mains beneath Little Bay, which project is not ready to be undertaken at this time.*

4. **Authorization to Disburse Monies for Peirce Island Public Art:**

At its meeting of August 19, 2024, the City Council voted to authorize the recommendation of the Public Art Review Committee to empower the City Manager to enter into a contract for \$140,000.00 with DeBari Innovation and Design LLC (“DeBari”) to design, construct and install its proposed public artwork on Peirce Island. That contract has been entered into and now I seek the City Council’s authorization to allow the Trustees of Trust Funds to disburse funds from the City of Portsmouth Public Art Trust to satisfy the contractual terms.

*I recommend that the City Council move to authorize the Trustees of Trust Funds to disburse funds from the City of Portsmouth Public Art Trust to DiBari Innovation and Design LLC as required under a contract dated November 20, 2024, for art to be installed on Peirce Island, and further that the City Manager is authorized to request multiple disbursements under the contract up to the amount held in the Trust associated with the Peirce Island Wastewater Treatment Facility percent-for art contribution without further vote of the City Council.*

***XII. Consent Agenda:***

A. **Projecting Sign Request for 105 Daniel Street:**

Permission is being sought to install a [projecting sign at 105 Daniel Street](#) that extends over the public right of way, as follows:

Sign dimensions: 46” diameter circle

Sign area: 11.5 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. *Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:*

- 1) The license shall be approved by the Legal Department as to content and form;*
- 2) Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and*
- 3) Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the signs, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.*

***XVI. Approval of Grants/Donations:***

A. **Acceptance of Donation to the Department of Public Works for the Construction of a Pump Track from Altus Engineering Charitable Fund - \$5,000:**

[Attached please find a donation in the amount of \\$5,000](#) from the Altus Engineering Charitable Trust for the construction of a bicycle pump track.

*I recommend that the City Council move to approve and accept the donation for the pump track as presented.*

**B. Acceptance of Donation to the Department of Public Works for the Construction of a Pump Track from Neal Ouellett and Darlene Furbush Ouellett - \$5,000:**

Attached please find a donation in the amount of \$5,000 from Neal Ouellett and Darlene Furbush Ouellett for the construction of a bicycle pump track.

*I recommend that the City Council move to approve and accept the donation for the pump track as presented.*

**C. Acceptance of Donation to the Department of Public Works for the Labor and Materials for the Construction of a Pump Track from Severino Trucking Co., Inc. - \$10,000:**

Attached please find a donation in the amount of \$10,000 from Severino Trucking Co., Inc. for the construction of a bicycle pump track.

*I recommend that the City Council move to approve and accept the donation for the pump track as presented.*

**D. Acceptance of Violence Against Women Act Grant - \$25,025:**

Attached please find the Grant Agreement between the New Hampshire Department of Justice and the City of Portsmouth for the Services Training Officers Prosecutors (STOP) Violence Against Women Act (VAWA) Grant in the amount of \$25,025.00.

*I recommend that the City Council move to approve and accept the grant as presented.*

***XVII. City Manager's Informational Items:***

**1. Report Back on Sherburne Property Process as Requested at the November 18, 2024 City Council Meeting:**

Following the November 18<sup>th</sup> City Council meeting, questions were collected from the City Council and the Housing Blue Ribbon Committee. These questions were sent to the top two proposers of the Sherburne Property Project. Attached please find answers provided by the [Portsmouth Housing Authority](#) and [Preservation of Affordable Housing, Inc.](#)

## LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **The Community Daycare Center, Inc., d/b/a Seacoast Community School** of 100 Campus Drive, Portsmouth, New Hampshire 03820, a non-profit corporation, (hereinafter referred to as "LESSEE"), and the **CITY OF PORTSMOUTH**, New Hampshire, of 1 Junkins Avenue, Portsmouth, County of Rockingham, and State of New Hampshire 03801 (hereinafter referred to as "LESSOR").

**WITNESSETH:**

That IN CONSIDERATION of the mutual promises and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the parties agree on the terms and conditions upon which LESSOR shall let to LESSEE a portion of the building known as the "Community Campus", which is a multi-unit building. LESSEE will be leasing approximately 22,043 square feet, Limited Common Areas and the Common Areas (hereinafter 'Leased Premises') as more fully described below, on a parcel of land located on Campus Drive in Portsmouth, Rockingham County, New Hampshire depicted on the City's Tax Map as Map 266, Lot 4 ("Premises") as follows:

**1. DESCRIPTION, TERM AND RENT.****A. Description**

LESSOR leases to LESSEE a portion of the space in the Premises that includes an area of approximately 22,043 square feet to be exclusively occupied by LESSEE, the Limited Common Area which includes the toddler Playground presently located by the front entrance and the Indoor Playroom, for its exclusive use during normal hours of operations, and also includes the non-exclusive use in common with other of the building's Common Areas more fully defined below. The 22,043 square feet, the Limited Common Area and the non-exclusive use of a portion of the Common Area are LESSEE'S "Leased Premises". The Leased Premises are more fully described in final stamped plans dated May 31, 2024 previously submitted to LESSEE and in Exhibit A attached.

The Common Areas are defined as that part of the Community Campus and its land designated for the common use of all tenants, the public and the City, including but not limited to entrances, exits, elevators, lobbies, restrooms, corridors, passageways, parking areas, private streets, landscaping, curbs, loading areas, sidewalks and lighting facilities and such other areas that may be designated as Common Areas by Lessor from time to time. The Community Campus also provides additional Common Areas unique to its campus layout, which include an Outdoor Playground located behind the building, Gymnasium, Movie Room, Teaching Kitchen, Café, Art Room, Conference Rooms, Tennis Courts and Athletic Fields. Use of Common Areas are subject to Facility and Grounds Rules and Regulations attached and incorporated hereto as Exhibit B.

B. Term

The term of LESSEE'S Lease Agreement shall be for ten and one-half years (10 ½), beginning on JANUARY 1, 2025 and ending on June 30, 2035. There shall be an option to renew for an additional five-year term at LESSEE'S request pursuant to paragraph 1, D and paragraph 7.

Prior Agreements between the parties have used the calendar year to define the term. For ease of administration, the parties have agreed to use the fiscal year for the term in this Agreement.

C. Rent

Monthly rent shall be paid the first of each month to the City of Portsmouth. If a term commences on a day other than the 1st of a month, that month's rent shall be prorated based on the number of days in the month. The rent charges are for the above-described Leased Premises and calculated using the following components, including a 3% annual escalator. The parties have agreed to use the square footage for the improved lease space for the term of this Agreement:

Year	Square Footage	Tier	Rate	Monthly	Assessment Annual
Jan 25 –June 25	22,043	A	\$15.51	\$28,491	\$170,943.47
FY 26	22,043	A	\$15.98	\$29,354	\$352,247.14
FY 27	22,043	A	\$16.46	\$30,236	\$362,827.78
FY 28	22,043	A	\$16.95	\$31,136	\$373,628.85
FY 29	22,043	A	\$17.46	\$32,073	\$384,870.78
FY 30	22,043	A	\$17.98	\$33,028	\$396,333.14
FY 31	22,043	A	\$18.52	\$34,020	\$408,236.36
FY 32	22,043	A	\$19.08	\$35,048	\$420,580.44
FY 33	22,043	A	\$19.65	\$36,095	\$433,144.95
FY 34	22,043	A	\$20.24	\$37,179	\$446,150.32
FY 35	22,043	A	\$20.85	\$38,300	\$459,597

Note on Tier Rent Rate\*

It is acknowledged by the parties that LESSOR has created different tiered square footage rent rates (Tier) for Lessees of Community Campus. Different Tiers Rent Rates were created to incorporate the tenants' impact on the Premises and other tenants. The higher the impact on other tenants and the Premises, including a proportionally greater use of utilities, janitorial services and certain campus Common Areas, the higher the Tiered Rent Rate. LESSEE'S Tier A rate has been calculated to reflect its impact on the Premises and other Lessees, including its proportionally greater use of utilities and janitorial services and certain campus Common Areas.



D. Renewal Term

At least (6) six months prior to the expiration of the initial term, LESSEE may request an extension of the Lease Agreement for up to an additional five-year term. LESSOR shall negotiate in good faith an extension provided: (1) LESSEE is not in violation or default of any material term of this Agreement; (2) LESSEE has not received more than two (2) notices of default during the term; (3) LESSEE has complied with all Facilities and Grounds Rules and Regulations, Attached as Exhibit B ; and (4) the City has not been obligated to make any financial contributions to maintain the Leased Premises other than those obligations contemplated by this Lease Agreement.

2. **OPERATING EXPENSES, MAINTENANCE AND SERVICES.**

A. Utilities

Utilities (water, sewer, heat, lights, electricity and natural gas) will be provided by LESSOR and the cost for utilities are included in the Tiered Rent Rate.

B. Janitorial Services

LESSOR is responsible for usual and customary janitorial services for LESSEE as more fully described in Exhibit C, which defines the usual and customary janitorial services provided by LESSOR and specific duties LESSEE must perform in order to receive janitorial services from LESSOR. The parties acknowledge that its portion of the janitorial services are included in LESSEE's Tiered Rent Rate and that if LESSEE requests services beyond usual and customary janitorial services, LESSOR will be subject to additional charges either by separate invoice from LESSOR or will contract with a separate third-party vendor. LESSOR may change vendors and redefine customary janitorial services at its sole discretion with reasonable notice to LESSEE.

C. Internet/Wi-Fi Services

LESSOR will provide LESSEE with wired and wireless network access that shall include a shared (common) public Wi-Fi, and a shared (common) private Wi-Fi network. The shared common private Wi-Fi is included in LESSEE's Tiered Rent Rate. LESSEE must comply with the following standards in order to receive Wi-Fi services and IT support from the City of Portsmouth:

- i. Tenants will not install their own Wi-Fi connections, access points or routers on the City's network;
- ii. The City will provide LESSEE with a shared common private Wi-Fi and a shared common private Wi-Fi network;
- iii. LESSOR will be responsible for changing its private Wi-Fi passcode annually or as otherwise needed;
- iv. LESSEE will not share its private Wi-Fi network passcode with any visitors, guests, contractors, or other non-staff visitors and will instruct all non-staff to use the public Wi-Fi;

- v. LESSEE will not be able to use the shared (common) public/private Internet/Network/Wi-Fi if LESSEE has regulatory (PII, HIPAA, PCI) requirements in use in their organization. LESSEE must supply its own separate Internet service, networking equipment and Wi-Fi if it has these regulatory requirements. The cost of the dedicated Internet/Network/Wi-Fi infrastructure will be the responsibility of the LESSEE and LESSEE must work with the City's IT department on coordination and implementation of this infrastructure.
- vi. LESSOR will not provide IT support beyond network service to LESSEE and will not provide assistance with systems (computer), application, or other user issues and LESSEE is responsible for its own IT staff or IT service provider.
- vii. If LESSEE needs changes, particularly network changes, to meet business needs, LESSEE or its IT service provider is required to notify the LESSOR'S IT Department in advance of any work planned by opening an IT Support Service ticket 48 hours in advance of the work and will work collaboratively with the IT Department to implement a solution that works and does not disrupt existing systems.

#### D. Food Service

Food Service at Community Campus is provided at the sole option of LESSOR. The City currently has an Agreement with a third-party vendor to operate the food service facility at Community Campus. This Food Service Agreement is subject to adequate appropriation being made during the budget process by the Portsmouth City Council and if budget appropriates for this food service agreement are not made, food service will not be provided. In the event LESSOR decides to terminate Food Service offered at Community Campus it shall provide LESSEE no less than six (6) months notice of proposed termination. All Food Service offered for LESSEE shall meet the federal requirements of CACFP.

#### E. Reservation

The inclusion of the operating expenses, maintenance and services described in paragraphs A-D above is based on the historic expenses, calculated on the average over the last several years. If these actual costs of the operating, maintenance or service costs substantially increase or decrease over one full year of the lease, LESSOR and LESSEE agree and acknowledge that that will renegotiate the Tiered Rent Rate or agree to an operating, maintenance and service cost escalator.

### 3. CONDITION OF PREMISES.

The parties acknowledge and agree that over the first year of this lease term, substantial renovations and improvements will be constructed at the Premises for the benefit of all LESSEES. The parties further agree and acknowledge that construction may cause temporary relocation and restricted use of the Premises, including the Leased Premises, Limited Common Area and Common Areas, and these temporary construction related issues will not constitute a breach of the terms of this Lease Agreement by LESSOR.

The LESSOR leases the Leased Premises in such condition as shown on EXHIBIT A attached hereto.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment and the exterior structure, Common Areas and surrounding grounds and parking areas. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the Leased Premises, as needed, including, without limitation, the repair of floors, keeping windows and doors watertight and the replacement of broken glass, unless the breakage is the direct result of the acts of the LESSEE, its employees, agents or invitee. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against casualty and covered by said insurance excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Leased Premises prior to occupancy.

LESSOR agrees to maintain the Leased Premises in condition fit for its intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and a sound physical structure. Furthermore, LESSOR will maintain the grounds and remove the Common Area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

LESSEE is prohibited from making repairs and constructing structures or improvements to the Leased Premises, unless prior approval is received from LESSOR.

#### **4. ACCESS TO LEASE PREMISES.**

The LESSOR shall also have the right to enter upon the Leased Premises at all reasonable times to inspect same and to expel the LESSEE if the LESSEE shall fail to comply with or breach in any way this Lease Agreement as more fully set forth in paragraph 10. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the Leased Premises.

#### **5. UNAVOIDABLE CASUALTY.**

In the event of an unavoidable casualty, including fire, not arising as a result of the negligence or intentional conduct of the LESSEE whereby the Leased Premises or any portion of it is destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease Agreement. However, in the event of total destruction or damage, which is the equivalent of total destruction, this Lease Agreement shall automatically terminate.

**6. USE.**

The LESSEE shall only use the Leased Premises in compliance with federal, state laws and regulations and the City of Portsmouth's ordinances, rules and regulations and Facility and Grounds Rules and Regulation. Additionally, the Leased Premises shall be used for charitable non-profit purposes only. No residential use shall be permitted.

**7. RENEWAL OF LEASE AGREEMENT.**

At least (6) six months prior to the expiration of the initial term of this Lease Agreement or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its option to extend the term of the Lease Agreement for an additional five (5) year period as set forth in Section 1, D herein.

**8. SUBLETTING AND ASSIGNMENT.**

LESSEE shall neither sublet nor assign the Leased Premises under any circumstances without prior written consent from the LESSOR.

**9. PERSONAL PROPERTY.**

In the event that at the end of the term or upon any earlier termination of this Lease Agreement including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Leased Premises, the LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE. Fixtures, including rugs in the Premises, are the property of the LESSOR and will be replaced at LESSOR'S reasonable discretion. LESSEE'S personal property includes custom cabinetry, drapes and furnishings.

**10. DEFAULT/EARLY TERMINATION.**

In the event of any breach of this Lease by the parties or failure to perform any condition herein, the parties may in addition to all rights and remedies at law, LESSOR shall give:

A) Written notice to the LESSEE of a claimed breach. If such breach is not cured within 30 days, the LESSOR shall have the right of reentry and may remove all persons and property from the premises to be stored at the expense of the LESSEE. LESSOR, after reentry, may terminate this Lease Agreement and in addition to its other rights, may recover from LESSEE, its reasonable costs and damages occasioned by LESSEE'S breach.

B) LESSOR shall give written notice to LESSEE of the LESSEE'S failure to perform any condition of this Lease Agreement. If such failure is not cured within 30 days, the LESSOR may, but shall not be required to, obtain substitute performance of the condition. LESSEE shall repay to LESSOR on demand, the entire expense thereof including compensation to the agents and employees of LESSOR. Any act or thing done by LESSOR

pursuant to the provisions of this Section shall not be construed as a waiver of any such default by LESSEE, or as waiver of any covenant, term or condition herein contained or the performance thereof, or of any other right or remedy of LESSOR, hereunder or otherwise. All amounts payable by LESSEE to LESSOR under any of the provisions of this Lease Agreement, if not paid when the same becomes due as in this Lease Agreement, shall bear interest from the date they become due until paid at the rate of eleven (11%) percent per annum, compounded annually.

C) LESSEE may terminate this Lease Agreement after 30 days written notice to LESSOR specifying any breach or failure of the LESSOR to perform under the provisions of this Agreement if LESSOR does not cure the breach 30 days from receipt of written notice.

D) LESSEE shall have the right to terminate this Lease Agreement for any reason upon giving at least (6) six months written notice to the other party.

E) Other than for cause, LESSOR shall have the right to terminate this Lease Agreement upon giving two (2) years written notice to the LESSEE. The reason for the duration of this notice period is due to the specific nature of LESSEE'S operation and the licensing requirements for a daycare facility. Upon termination of this Lease Agreement, LESSEE would need to move to a new facility, which would require extensive construction for remodeling and existing facility or the construction of a new facility.

## **11. INDEMNIFICATION.**

LESSEE agrees to defend, indemnify and hold harmless, including but not limited to legal fees, defense costs, judgments, awards, settlements, penalties, costs and interest, the City of Portsmouth and its officials, employees, volunteers and agents from any and all demands, claims, suits, actions or proceedings at law or in equity asserting liability of any kind arising from or associated in any way with the exercise of the rights granted under this Agreement or the operations, activities, acts or omissions of the LESSEE, its members, managers, employees, agents, contractors, subcontractors and/or guests in connection with this Agreement. This indemnification obligation survives termination or revocation of this Agreement and LESSEE'S obligation to indemnify does not extend to any acts of negligence by LESSOR.

## **12. INSURANCE.**

General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's Leased Premises to be considered primary and non-contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE'S personal property. Proof of LESSEE'S insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed

as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

**13. LIENS AND ENCUMBRANCES.**

LESSEE will not create or allow any lien, encumbrance or charge on LESSEE'S Leased Premises or on the Community Campus or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

**14. PARTIES BOUND.**

This Lease Agreement and its addendums are binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

**15. NOTICES.**

All notices by either party to be given with respect to this Lease Agreement shall be in writing and shall be given by first class mail to the addresses stated above. For the LESSOR, notice shall be addressed to the City Manager and for the LESSEE, notice shall be addressed to the Executive Director.

**16. MODIFICATION OF LEASE AGREEMENT.**

This Lease Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by both parties.

**17. SECTION HEADINGS.**

The section headings throughout this Lease Agreement are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

**18. SEVERABILITY.**

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Lease Agreement.

**19. GOVERNING LAW.**

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease Agreement and determine all rights hereunder.

**20. MERGER.**

This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

**21. TAXES.**

During the term of this Lease Agreement, LESSEE may apply for an exemption as provided under RSA 72:23. Provided that LESSEE meets the test for charitable use set further in RSA 72:23(I), no taxes shall be due. LESSEE shall provide documentation to the City's Assessor annually by April 15<sup>th</sup> of each year and other documentation as may be reasonably requested to establish charitable use.

In the event that LESSEE does not meet the test for charitable use set forth in RSA 72:23, pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease by the LESSOR.

**22. IMMUNITY.**

Nothing within this Lease Agreement is intended to benefit or create an obligation to a third- party. Nothing within this Lease Agreement shall be deemed to constitute a waiver of any existing immunity of the City of Portsmouth, which immunities are hereby reserved to the City of Portsmouth. This covenant shall survive the termination of this Lease Agreement's conclusion.

**23. SURRENDER OF PREMISES.**

All alterations, additions and improvements made in or to the Leased Premises in the nature of fixtures shall unless otherwise provided by written Agreement or by the terms hereof, be the property of LESSOR and remain and surrendered with the Premises and LESSEE hereby waives all claim for damages to a losses of any property belonging to LESSEE that may be in or upon the Premises.



IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.

LESSEE  
**The Community Daycare Center, Inc.,  
d/b/a Seacoast Community School**

\_\_\_\_\_  
Witness  
Sign and Print

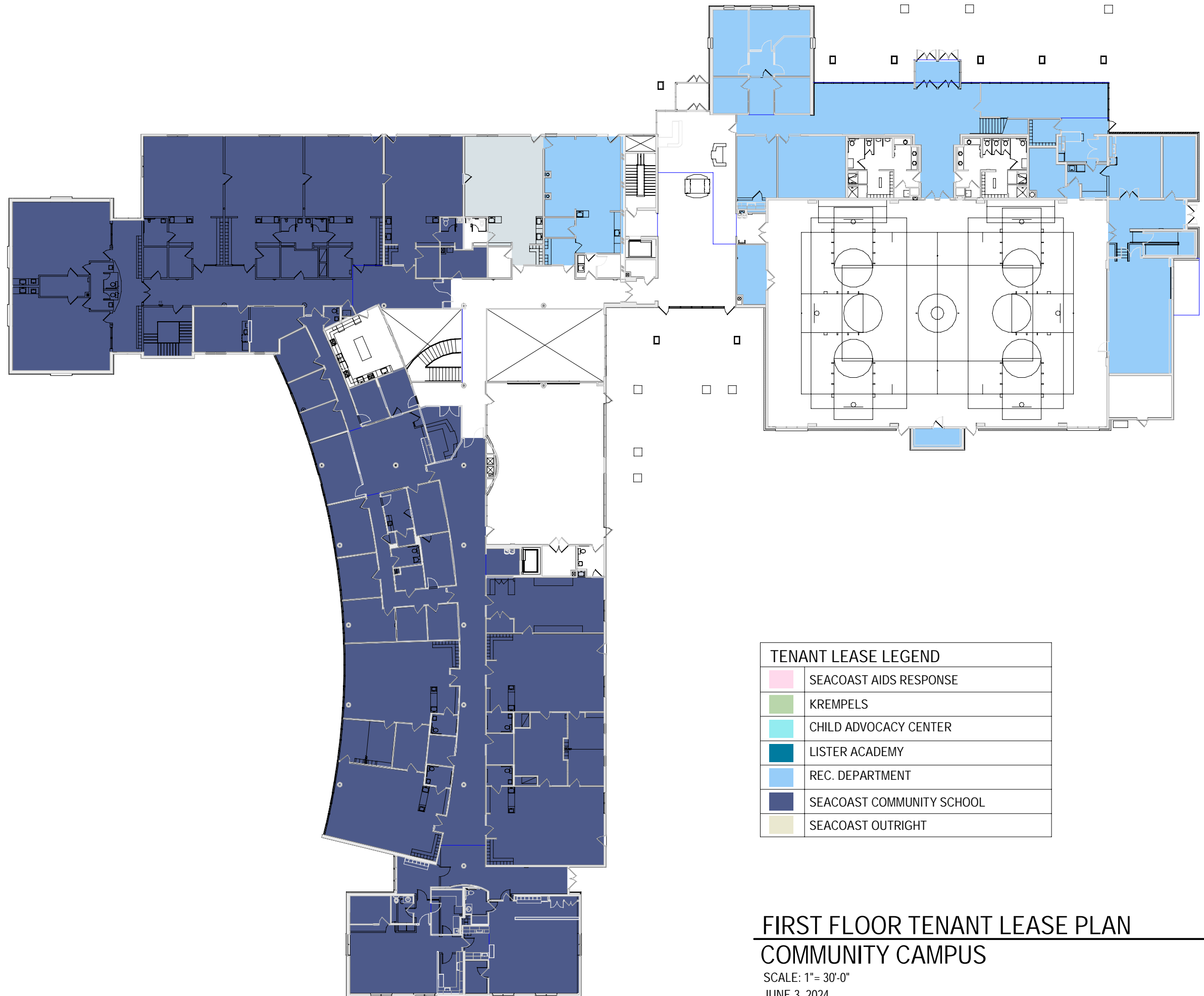
\_\_\_\_\_  
Duly Authorized  
Sign and Print

LESSOR  
**CITY OF PORTSMOUTH**  
By Karen S. Conard, City Manager

\_\_\_\_\_  
Witness  
Sign and Print

\_\_\_\_\_  
Duly Authorized

Approved by vote of the City Council on  
\_\_\_\_\_.



TENANT LEASE LEGEND	
<span style="display:inline-block; width:15px; height:15px; background-color: #FFC0CB; border: 1px solid black;"></span>	SEACOAST AIDS RESPONSE
<span style="display:inline-block; width:15px; height:15px; background-color: #90EE90; border: 1px solid black;"></span>	KREPELS
<span style="display:inline-block; width:15px; height:15px; background-color: #40E0D0; border: 1px solid black;"></span>	CHILD ADVOCACY CENTER
<span style="display:inline-block; width:15px; height:15px; background-color: #008080; border: 1px solid black;"></span>	LISTER ACADEMY
<span style="display:inline-block; width:15px; height:15px; background-color: #ADD8E6; border: 1px solid black;"></span>	REC. DEPARTMENT
<span style="display:inline-block; width:15px; height:15px; background-color: #191970; border: 1px solid black;"></span>	SEACOAST COMMUNITY SCHOOL
<span style="display:inline-block; width:15px; height:15px; background-color: #D2B48C; border: 1px solid black;"></span>	SEACOAST OUTRIGHT

**FIRST FLOOR TENANT LEASE PLAN  
COMMUNITY CAMPUS**

SCALE: 1" = 30'-0"  
JUNE 3, 2024



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## **EXHIBIT B**

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### **COMMUNITY CAMPUS**

#### **FACILITY AND GROUNDS RULES AND REGULATIONS**

1. The Community Campus facility and grounds (“Premises”) are smoke-free. Tenants are expected to enforce this policy with their employees, clients, volunteers, visitors and invitees.
2. No alcoholic beverages may be brought into or served at, in or on the Premises unless approved in writing by the City of Portsmouth (“City”).
3. The City prohibits any person who is carrying a firearm, knife, or other weapon, including a licensed concealed handgun, from entering the Premises. This does not apply to authorized security personnel and law enforcement officials.
4. While the City contracts with a vendor to provide on-site food service, Tenants will be required to use the in-house vendor for all their on-site catering events which will be billed to the tenant. Exceptions may be made to this policy upon written permission granted by the City.
5. Repair or replacement of equipment or furniture damaged during a sponsoring group or Tenant’s meeting or event is the responsibility of the sponsoring group or Tenant.
6. All requests for use of Common Areas must be scheduled through the City’s Recreation Department on a quarterly basis. Scheduling is required because the Common Areas at the Premises are used by Tenants, Lister Academy and the City’s Recreation Department for programs. Common Area availability can be accessed, and a reservation request submitted to the Assistant Program Coordinator of the City’s Recreation Department. The City reserves the right to cancel or stop functions, programs or activities at which unlawful or improper activities may or do occur. The City also reserves the right to use Common Areas for Recreational programming and other uses and may cancel or reschedule Tenants’ use of the Common Areas upon reasonable notice to Tenant, or in the case of an emergency when no notice is required.
7. Tenants are responsible for seeing that all lights in their designated areas are shut off and windows and doors are closed and locked.
8. With the exception of service dogs and dogs brought in for programing purposes, no pets are allowed on the Premises unless specifically authorized by the City in writing, contingent upon owner’s agreement to abide by all regulations.
9. Prior approval from the City is required for performance of live music. Music should be kept at a level compatible with other Tenants’ use of the Premises and other programs and events occurring at the Premises.

10. Tenants are required to ensure that Tenant's employees, clients, volunteers, visitors and invitees adhere to the parking policies set forth below.
  - A. The following areas have been designated for employee parking. There are no reserved spaces - all parking is on a first-come basis:
    - \* The 3<sup>rd</sup> and 4<sup>th</sup> rows of the main parking area.
    - \* The overflow parking area on the left as you enter the Premises.
  - B. The circle is designated for visitors and parents to use to drop off/pick up children. The first and second parking rows of the main parking area may also be used for visitors and parents dropping off/picking up children.
  - C. No Parking/Tow Away Zone areas are posted and will be enforced and there is no parking in Fire Lanes.
  - D. There is no overnight parking at, in or on the Premises.
11. Religious services and/or political events or promotion of political candidates are not permitted to occur at, in or on the Premises.
12. No person who is either a "sexual offender" or "offender against children" (as those terms are defined by NH RSA 651-B) or otherwise determined by the City to be a person whose presence at the Premises may pose a risk to the safety of others shall be allowed at, in or upon the Premises.
  - It shall be the responsibility of each Tenant and their employees to not allow any person at, in or upon the Premises who they know or have reason to suspect is:
    - a "sexual offender" or "offender against children" (as those terms are defined by NH RSA 651-B); or
    - otherwise a person whose presence at, in or upon the Premises may pose a risk to the safety of others.
  - In some cases, it may be necessary to send a no trespassing letter to individuals. This letter will be issued by the Police Department. Please contact the City's Assistant Programming Director for the Recreation Department to proceed with this option.
13. Any violation of these Rules and Regulations is a breach of the terms of the lease under the terms of the Lease between the City and Tenant.

# Community Campus Janitorial Services Usual and Customary

- ✓ **Daily Trash Removal**
- ✓ **Rest Rooms**
  - ▶ All rest rooms will be cleaned once a day
- ✓ **Tiled Floors**
  - ▶ Swept Daily
  - ▶ Mopped Daily
    - Stripped and Waxed on a Project basis in conjunction with the activities of the facility/agency
- ✓ **Carpeted Floors**
  - ▶ Certain areas will be vacuumed daily, other areas are on a scheduled bi-weekly or as needed basis depending upon the activity of the area. *Please refer to the specific agency/areas scheduling to determine which areas will be done on what days*
  - ▶ Deep Cleaning of rugs {Extraction} will be completed on a project basis in conjunction with the activities of the facility/agency
- ✓ **Windows**
  - ▶ Inside windows will be washed as time allows and depending on the activity of a specific area
- ✓ **Hi-Dusting**
  - ▶ Completed on a project basis or as time allows
- ✓ **Sinks**
  - ▶ Children's Sink- Cleaned Daily
    - o Please note that the Environmental Services staff is *not responsible* for cleaning the adult classroom sinks & counter tops in classrooms

**Special Projects** are scheduled for the 4<sup>th</sup> of July week and during Christmas break. Any other special projects will be scheduled as needed usually 1 to 2 weeks ahead of time and always consulting with agencies for accommodations.

**Revised: May 2024**

# Community Campus

## Tenant Responsibilities

### Related to Janitorial Services

- ✓ **Tiled Floors**
  - ▶ Clearing area of any furniture allowing Environmental Services staff complete access to area when scheduled for buffing and/or stripping and waxing of floors
  - ▶ Under and around Classroom Texture Trofts Swept after use
  - ▶ In the event of child accidents or accidental spillage {paste, paint} it is expected that the agency staff absorb the stain as soon as possible with paper towels.
  
- ✓ **Carpeted Floors**
  - ▶ Free of toys, crafts, paper, files, general clutter
  - ▶ Clearing area of any furniture allowing Environmental Services staff complete access to area when scheduled for carpet care maintenance
  - ▶ In the event of child accidents or accidental spillage it is expected that the agency staff absorb as much of the stain as possible with paper towels and alert Noreen/Environmental Services as soon as possible for extraction
  
- ✓ **Counter Tops/Adult Classroom Sinks**
  - ▶ Please note that the Environmental Services staff is *not responsible* for the counter tops and adult classroom sinks
  
- ✓ **Furniture/Equipment**
  - ▶ Please note that the Environmental Services staff is *not responsible* for cleaning/maintaining agency specific furniture/equipment including but not limited to...
    - Desks
    - Computers/Computer stands
    - Chairs {both upholstered and non-upholstered}
    - Curtains/Window Dressings

**\*\*Note: If trash cans are full before cleaning is scheduled notify Facility Manager so trash can be removed and avoid spillage**

**Special Projects** are scheduled for the 4<sup>th</sup> of July week and during Christmas break. Any other special projects will be scheduled as needed usually 1 to 2 weeks ahead of time and always consulting with agencies for accommodations.

**Revised: May 2024**

**CITY OF PORTSMOUTH  
TWO THOUSAND TWENTY FOUR  
PORTSMOUTH, NEW HAMPSHIRE**

**RESOLUTION # 20 – 2024**

**A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO FOUT MILLION THREE HUNDRED THOUSAND DOLLARS (\$4,300,000), AND RESCINDING A LIKE AMOUNT OF FUNDS AUTHORIZED TO BE BORROWED FOR THE REPLACEMENT OF WATER TRANSMISSION MAINS BENEATH LITTLE BAY, WHICH PROJECT IS NOT READY TO BE UNDERTAKEN AT THIS TIME.**

**RESOLVED:**

**THAT**, the sum of up to Four Million Three Hundred Thousand Dollars (\$4,300,000) is appropriated for undertaking City-wide water system improvements, including the payment of costs incidental or related thereto;

**THAT**, to meet this appropriation, (i) the City Treasurer, with the approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Four Million Three Hundred Thousand Dollars (\$4,300,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act;

**THAT**, the expected useful life of the projects is determined to be at least thirty (30) years;

**THAT**, Four Million Three Hundred Thousand Dollars (\$4,300,000) of the Thirteen Million Nine Hundred Thousand Dollars (\$13,900,000) authorized to be borrowed pursuant to Resolution 20-2021 to pay a portion of the costs of replacing water transmission mains beneath Little Bay, which project is not ready to be undertaken at this time, is hereby rescinded.

**THAT**, this Resolution shall take effect upon its passage.

**APPROVED:**

**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL**


**KELLI BARNABY, CMC/CNHMC  
CITY CLERK**

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# M E M O R A N D U M

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**TO:** Karen Conard, City Manager

**FROM:** Peter Britz, Planning & Sustainability Director 

**DATE:** November 21, 2024

**RE:** City Council Referral – Projecting Sign  
Address: 105 Daniel Street  
Business Name: Bell Farm Shops LLC DBA Perch + Petal  
Business Owner: Michelle Corgan

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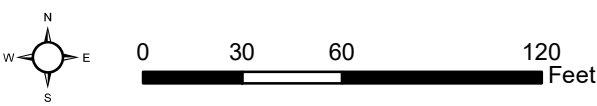
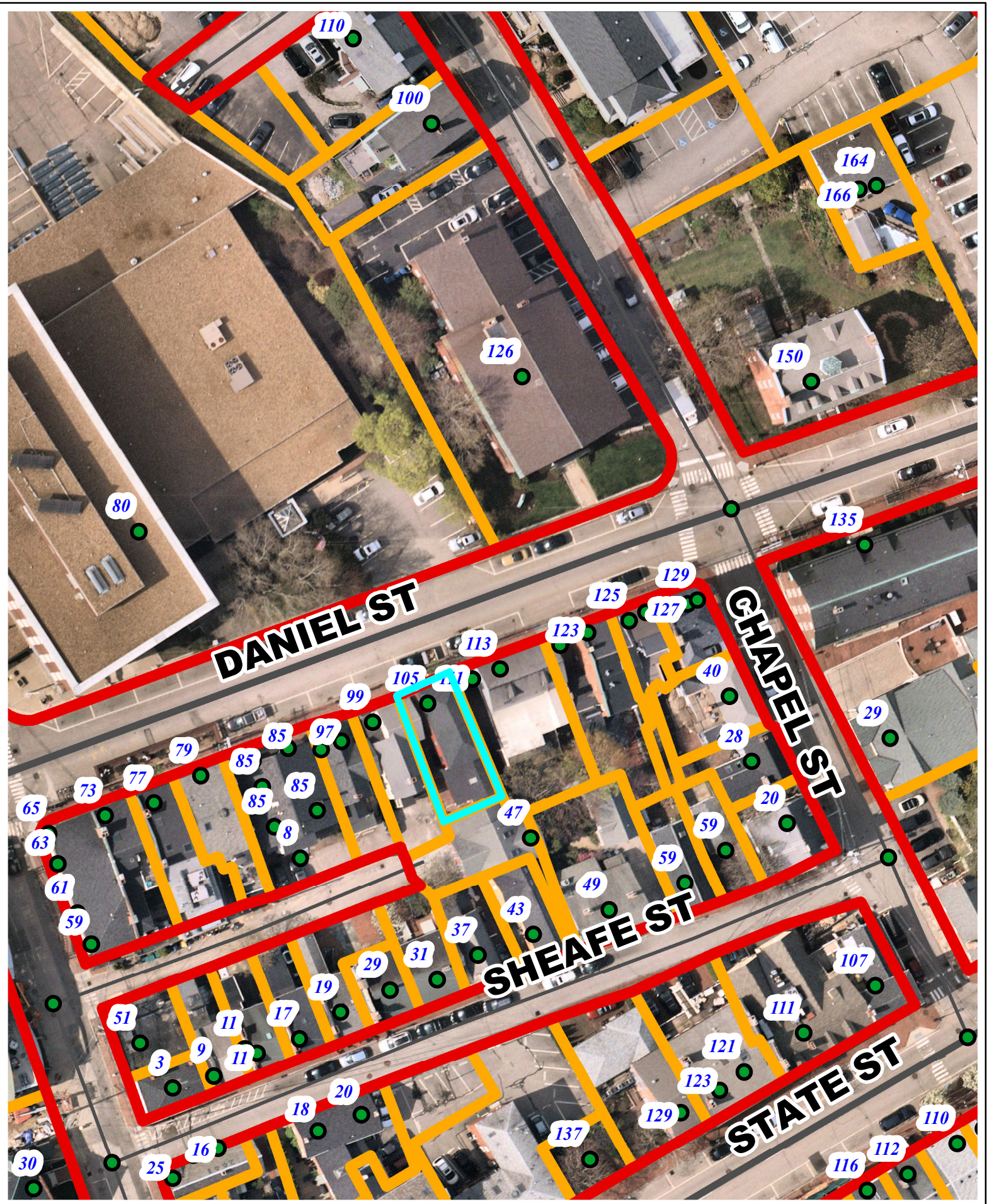
Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 46” diameter circle  
Sign area: 11.5 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the signs, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.





**Request for license 105 Daniel Street**



15 ft (top of sign mount to sidewalk)



46" (diameter of sign =  
11.6 sq ft in area)

10 ft 2 in (bottom of sign to sidewalk)

## City Council Email 11/19/2024 – 11/27/2024

Submitted on Tue, 11/19/2024 - 11:16

Submitted by: Anonymous

Submitted values are:

First Name

Jennifer

Last Name

Mandelbaum

Email

[jenniferbmandelbaum@gmail.com](mailto:jenniferbmandelbaum@gmail.com)

Address

7 Portwalk Pl, #1510

Portsmouth, New Hampshire. 03801

Message

Dear Mayor McEachern, Assistant Mayor Kelley, and City Councilors,

I am writing on behalf of my constituents in Ward 1, who are concerned about the city's proposal to remove the traffic light and left turn at the intersection of Cottage Street and Route 1. Although residents directly abutting this intersection may not be in Ward 1, those on Woodbury and connecting streets are. Residents are concerned about facing substantial barriers to accessing Route 1 South. I appreciate that the city is planning to do a traffic study, and I ask that you also consider direct resident feedback as part of this process.

Best,

Representative Jennifer Mandelbaum (Portsmouth Ward 1 and Newington)

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

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Submitted on Tue, 11/19/2024 - 13:28

Submitted by: Anonymous

Submitted values are:

**First Name**

Kimberly

**Last Name**

James

**Email**

[kimberly6james@gmail.com](mailto:kimberly6james@gmail.com)

**Address**

1600 Islington Street  
Portsmouth, New Hampshire. 03801-4277

**Message**

Greetings City Council.

I have a growing concern for the amount of youth in our community who are riding in roads on e-bikes and e-scooters. This fall specifically I have seen a dramatic increase of this specifically in the downtown neighborhoods and on Islington out towards the skatepark. To add to the danger, only about 50% of the kids I see are wearing helmets. I am not sure if this is an issue that the council can undertake, but I have a strong desire to see some movement towards addressing the safety of kids in this community before something catastrophic happens. As a parent it terrifies me and as a driver I am equally terrified having these kids ride in the roads at such a high speed with cars also driving fast.

Thank you.

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.**

Yes

---

Submitted on Tue, 11/19/2024 - 23:18

Submitted by: Anonymous

Submitted values are:

**First Name**

Matthew

**Last Name**

Glenn

**Email**

[matt.glenn@seacoastbikes.org](mailto:matt.glenn@seacoastbikes.org)

**Address**

34 Harrison Avenue  
Portsmouth, New Hampshire. 03801

## Message

Dear Mayor and Councilors,

The Lafayette Road improvement project has been a long time coming and I was looking forward to seeing it progress to the next step at last night's work session. Given the comments from direct abutters I feel the need to apologize as a member of the Public Advisory Committee that the preferred design that was brought to you didn't have full support. At the very well-attended July Public Informational meeting there was quite a lot of support for the project, and the survey results showed pretty broad support for the alternatives that were recommended last night. Many of the participants at that meeting spoke to the need for walking and biking accommodations and for greater safety in a dangerous roadway. However, it is now clear that for a number of my neighbors at the northern end of the project there are serious and valid concerns and a need to make some changes.

In general I think the council shouldn't have to wade into all the details, but at this point more detail is warranted. While "roadway alternatives" and "bike/ped alternatives" were considered independently, they both impact the ROW needed. Over the course of 4 PAC meetings I have pushed (along with others) against new driving lanes and turn lanes as they greatly increase the footprint of the project and go against the overarching "purpose and need" statement of safety (as multiple lanes encourage drivers to race). One reason I support roundabouts is that they require fewer lanes and less footprint. More specific to the northern end, I have asked to remove from the plans the new right turn lane into McKinley, along with the very long right turn lane into Atlantic Orthopedics. We also discussed shifting the centerline of the road further away from the residential homes of Elwyn Park, and the design reflects that but perhaps it could push further. This can clearly benefit those residents who spoke last night.

I also want to be clear that SABR did not ask for a shoulder bike lane in addition to a sidepath for "two kinds of riders". Recreational riders find other routes, and we feel the speeds and volume of traffic here require separate facilities. I would prefer a much smaller shoulder, as that along with narrower lanes would do more to slow drivers and improve safety for all (and emergency vehicles could still pass in the center turn lane). The response was that a five foot shoulder is now DOT policy for all roads of this type and they prefer to be consistent with that.

Coming back to the issues raised by Lafayette residents, there clearly needs to be a plan for turn-arounds so that nobody is backing into Route 1. There also should be a way to add multimodal facilities without taking 4-6 feet of property beyond the current ROW. To that end, I'll list a few of the ideas that I hope Mr. Smith and Mr. McNamara will consider:

- Reduce/remove the right turns into McKinley and into Atlantic Ortho
- Reduce the shoulder in this area
- Remove the 6 foot grass and signage buffer
- Consider an 8 foot multi-use path for just this section instead of sidewalk plus sidepath
- As a last resort, consider just a sidewalk on the residential side of the street and a 2 way multi-use path on the opposite side from West Road (at the new crosswalk) to the Peverly Hill and Elwyn paths.

There is a lot of compromise already in the plan that was presented to you, but overall I think it is a good plan and one that has broad buy-in from the citizens of Portsmouth. This project would be a huge safety improvement for both drivers and non-drivers. I hope that we can keep talking, find a solution that works for abutters, and keep moving forward.

Regards,  
Matt Glenn

Seacoast Area Bicycle Riders

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.**

Yes

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Submitted on Wed, 11/20/2024 - 22:07

Submitted by: Anonymous

Submitted values are:

**First Name**

Gail

**Last Name**

Knowles

**Email**

[gailknowles@comcast.net](mailto:gailknowles@comcast.net)

**Address**

234 Sherburne Road  
Portsmouth, New Hampshire. 03801-4749

**Message**

My name is Gail Knowles. I live in Pannaway Manor, and as a tax paying Portsmouth resident, I am not comfortable spending our money on yet another “consultant company” as The Preservation of Affordable Housing (POAH) is. The Portsmouth Housing Authority, while not perfect, is at least people we know who live in the community and want what’s best for all those who need housing. While what I have read about POAH seems mostly positive, they have lots of irons in lots of other fires, while the PHA knows us, and they are focused on Portsmouth.

If we go with the PHA? These things will happen because they are committed to environmentalism, carbon neutrality, and passive house design. They also have an award-winning team. Handing the project to another developer sends money away from our city, not trusting our own people to keep the money in town.

I'd be forever grateful if the members of the City Council and other bodies of Portsmouth government could see their way to trusting the people of the PHA, who are already doing the job, to continue to improve the plight of those getting killed by super high rents.

Respectfully,  
G. Knowles

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.**

Yes

---

Submitted on Thu, 11/21/2024 - 10:06

Submitted by: Anonymous

Submitted values are:

**First Name**

Susan

**Last Name**

Strauss

**Email**

[sstrauss52@yahoo.com](mailto:sstrauss52@yahoo.com)

**Address**

1171 Sagamore Avenue, Unit 10  
Portsmouth, New Hampshire. 03801

**Message**

We are new residents in Portsmouth and our home is directly on Sagamore Ave. We accepted the fact that we were living on a street that can be busy. However, sometime this week, a new speed limit sign was put up onto the telephone pole that is at the edge of our property, along with an additional visual electronic speed monitor. This signage is visible from every window of our home, and now makes us feel like we are in a commercial zone.

There is another telephone pole that is just a bit further north, at the entrance to our condo development. If the signage were to be on that pole, it would not be visually offensive.

How can we have this request given consideration?

This whole area of Sagamore where we live is increasingly residential, and yet the road is treated as commercial. There is also a large billboard just north of the entrance to our condominiums. I imagine that at one time there were no residential developments, so this signage would have been understandable, even if not visually in keeping with the woods and water that are in the area. Now, this is not the case.

I look forward to your responses.

Thank you,  
Susan Strauss

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.**

Yes

---

Submitted on Fri, 11/22/2024 - 11:13

Submitted by: Anonymous

Submitted values are:

**First Name**

Cindy

**Last Name**

Andrews

**Email**

[nhnative2216@gmail.com](mailto:nhnative2216@gmail.com)

**Message**

With the recent news report from Seacoast Online, there is a large unrest over the idea that the city of Portsmouth would even begin to think of offering Mark McNabb the opportunity to buy Gilley's Diner. Ralph "Gilley" Gilbert was a staple in the city for many years if you know anything of the history. The city, threw Mr Gilbert his retirement party, on the city budget! The trolley car has been a part of Portsmouth for over 100 years. It's 100th year being 2008!

Why would anyone ever consider letting a man who only cares about money, who will only tear through a place that has seen everything from births to weddings, a man that will only put ugly condos in its place to suit himself? Oh and the city for the taxes.

Please know the people of Portsmouth, old and new will not let this go easily! We will attend city meetings and a petition to stop Money McNabb has been started! The senator and the governor have also been contacted! We will not let our history die because you want to be a big city!

We will be okay with the trolley moving and someone being able to buy the business to continue the Diner but NOT Money McNabb! Then he can have the lot!

The trolley is a historical fixture in Portsmouth, not the lot nor the addition, but the trolley is!

So please consider these options!

Thank you

Cindy Andrews

My family were settlers of Portsmouth

My dad was born in Puddledock!



**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.**

Yes

---

Submitted on Fri, 11/22/2024 - 11:24

Submitted by: Anonymous

Submitted values are:

**First Name**

Kelly

**Last Name**

Hartnett

**Email**

[khartnett@smhc-nh.org](mailto:khartnett@smhc-nh.org)

**Address**

1145 Sagamore Ave

Portsmouth, New Hampshire. 03801

**Message**

Dear Mayor McEachern & City Councilors:

I am writing to express my support for the Portsmouth Housing Authority's (PHA) redevelopment proposal for the Sherburne School project. PHA's successful track record, knowledge of the local landscape, strong leadership, and proactive approach to resident services make them the ideal candidate to lead the project to completion.

Throughout my 30+ year tenure at Seacoast Mental Health Center (SMHC), PHA has been an integral and steadfast community partner, collaborating with our staff to provide housing to the most vulnerable residents. Their dedication and commitment to understanding and preemptively responding to mental health needs have allowed our patients to live independently and successfully in PHA-owned units.

I am confident that PHA's comprehensive and thoughtful redevelopment plans will significantly benefit Portsmouth well into the future.

Best regards,

Jay Couture, MHA

President & CEO

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.**

Yes

Submitted on Sat, 11/23/2024 - 09:57

Submitted by: Anonymous

Submitted values are:

**First Name**

Jon

**Last Name**

Wyckoff

**Email**

[jon9wyckoff@gmail.com](mailto:jon9wyckoff@gmail.com)

**Address**

135 Sparhawk st  
Portsmouth, New Hampshire. 03801

**Message**

Like many in this city I've been following the controversy concerning a new police station. It was unfortunate that that the DPW decided to put forth development ideas in a massing format that we in the HDC are used to looking at but to most people is confusing at best. Moving on from the Cottage hill idea, I've been thinking about what Councilor Cook first mentioned over a month ago, why not another secondary station? We long ago realized that 1 central fire station was not adequate. So I urge members of the council to get out and visit any of our 3 local Rite Aid pharmacies. There's nothing on the shelves, they're emerging from bankruptcy and are very short of cash. Any one of the locations, especially Lafayette Rd, would be a great spot for a second Police station. Plenty of parking, large modern structures, water, sewer, exterior lighting and location are all there!!!! I would direct City Manager Conard to enter negotiations with Rite Aid corporate before they put one or two on the market. They'll end up as new restaurants or worse, torn down for townhomes. Please think carefully about this idea, as sustainability is not just about building green but also reusing what already exists. Respectfully : Jon Wyckoff

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.**

Yes

---

Submitted on Mon, 11/25/2024 - 14:49

Submitted by: Anonymous

Submitted values are:

**First Name**

Paul

**Last Name**

Golaski

**Email**

[fishon2day@Aol.com](mailto:fishon2day@Aol.com)

**Address**

304 White Cedar Blvd  
Portsmouth, New Hampshire. 03801

**Message**

I have technical questions regarding vehicle registration paperwork.

I am attempting to register a second vehicle as my primary vehicle has broken down & I can ill afford to make multiple trips due to improper paperwork. I started first thing in the morning& have made multiple calls throughout the day & NO ONE IS ANSWERING THE PHONES, CHECKING MESSAGES OR RETURNING CALLS!!!

If you were a business, you would lose my business and what's going on there with regard to ignoring the phone system is ABSOLUTELY UNACCEPTABLE!!!

Portsmouth City Hall is living up to the reputation of government forgetting the serve part of serving the people who's taxes pay their paychecks to serve 'WE THE PEOPLE'

This policy of ignoring telephone is misguided and should be put under review. I hope pay is connected with customer satisfaction surveys and pay will decrease as a result of the frustration you deliver with this horrible and arrogant policy!!!

**Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.**

Yes

---



TO: Mayor McEachern, Assistant Mayor Kelley, City Council Members, City Manager Conard  
FROM: Valerie Rochon, Managing Director, Portsmouth NH 400<sup>th</sup>, Inc.  
RE: Establishing Two New City Trusts  
DATE: November 26, 2024

Portsmouth NH 400<sup>th</sup>, Inc. (PNH400), a 501c3 corporation, will dissolve at the end of December 2024, having completed all programs, projects, events, and financial obligations associated with the 400<sup>th</sup> Anniversary celebrations in 2023.

PNH400's Articles of Incorporation require that "Upon dissolution of the corporation or after the conclusion of the Portsmouth NH 400<sup>th</sup> Anniversary celebration, any assets or funds balance remaining in the possession of the corporation will be transferred to the City of Portsmouth to use for the education of the youth of the Portsmouth community in their heritage, and/or to reserve for future celebrations of the anniversaries of the settlement of Portsmouth."

The PNH400 Board of Directors voted to establish two new Trusts, to be managed by the Board of Trustees of the City of Portsmouth's Trusts: The Declaration of Reserve for Portsmouth Anniversaries, and the Declaration of 400<sup>th</sup> Anniversary Education and Public Art Trust. The Board of Trustees has approved these Trusts, attached.

The PNH400 Board of Directors voted to designate 25% of the remaining 400<sup>th</sup> Anniversary funds to the Anniversary Trust and 75% of remaining funds to the Education/Public Art Trust.

The purpose of the Anniversary Trust is to "...provide a source of funding for future Portsmouth community celebrations of the anniversaries of the settlement of Portsmouth, New Hampshire."

The purpose of the Education/Public Art Trust is to "...promote the education and cultural enrichment of students through the support of art projects and programs that involve, explore, and reflect the history, heritage, and cultural identity of the City." PNH400's goals have included engaging the current and future generations in understanding Portsmouth's history while also engaging in Portsmouth's future, and to promote arts, culture, and diversity. PNH400 combined both goals into one Trust.

I respectfully request, on behalf of Portsmouth NH 400<sup>th</sup>, Inc., that the Council approve the creation of these two new Trusts. Thank you for your consideration.

**DECLARATION OF TRUST  
RESERVE FOR PORTSMOUTH SETTLEMENT ANNIVERSARIES**

The City of Portsmouth (“City”), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire, in agreement with Portsmouth NH 400<sup>th</sup>, Inc. (the “Donor”), a New Hampshire not-for-profit corporation with a principal place of business at 1 Junkins Avenue, Room P400, Portsmouth, New Hampshire, hereby establishes a trust fund to be known as the Reserve for Portsmouth Settlement Anniversaries, to be administered by the Trustees of Trust Funds of the City of Portsmouth (“Trustees”), charter officers of the City with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire, in accordance with the following terms and conditions:

1. The Reserve for Portsmouth Settlement Anniversaries (the “Reserve”) is established to provide a source of funding for future Portsmouth community celebrations of the anniversaries of the settlement of Portsmouth, New Hampshire. For purposes of illustration and not limitation, community celebrations as used herein may include, but not be limited to, picnics, dinners, parades, concerts, festivals and galas.
2. Contemporaneous with the execution of this Declaration, the Donor shall donate to the City a sum not less than \$30,000.00, (the “Initial Contribution”) to be promptly deposited with the Trustees and held in trust, invested and reinvested and distributed by the Trustees in accordance with the terms and conditions of this Declaration.
3. The Reserve may receive and hold funds, stocks, bonds, other financial and non-financial personal property and/or items of value of any type or kind. However, upon receipt of any contributions other than funds, the Trustees shall, as soon as practicable, reduce the same to funds by sale or other transfer or such other action as deemed appropriate by the Trustees. All costs and expenses incurred with respect to the sale or transfer of such property shall be paid or reimbursed from the proceeds of the sale or transfer. The Trustees may decline to accept any contribution to the Reserve, in their sole discretion.
4. All contributions to the Reserve shall be added to the corpus of the Reserve which shall be held by the Trustees in any type of account or investment permitted by law

as determined by the Trustees. All Reserve funds may be collectively invested with other funds held by the Trustees, without restriction against pooling of assets, for investment purposes, so long as such funds and any income attributable thereto are subject to separate accounting by the Trustees.

5. All funds held in this Reserve, whether characterized as principal, income, or otherwise, shall be available for expenditure for the purposes described in this Declaration.
6. The procedure by which Reserve funds may be disbursed is the following: all applications for disbursement of funds from the Reserve shall be made to or by the Portsmouth City Manager. Upon determining that the application is consistent with the purposes for which the Reserve is established and that sufficient funds are available in the Reserve, the City Manager shall bring the application before the Portsmouth City Council for approval.
7. The Trustees shall disburse funds from the Reserve in amounts and at times as shall be specified in one or more written requests from the City Manager of the City acting pursuant to authorization of the City Council. Each request shall identify the payee(s), the amount(s) requested, and the purpose of the expenditure, and be accompanied by a copy of the Council authorization from the City Clerk.

CITY OF PORTSMOUTH

Dated: \_\_\_\_\_

\_\_\_\_\_  
Karen S. Conard, City Manager

Pursuant to vote by the Portsmouth City Council on \_\_\_\_\_.

PORTSMOUTH NH 400<sup>TH</sup>, INC.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Valerie T. Rochon, Managing Director

ACCEPTED BY THE TRUSTEES OF TRUST FUNDS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Thomas R. Watson, Trustee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dana S. Levenson, Trustee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter G. Weeks, Trustee

## **DECLARATION OF TRUST 400<sup>th</sup> ANNIVERSARY EDUCATION AND PUBLIC ART TRUST**

The City of Portsmouth (“City”), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire, in agreement with Portsmouth NH 400<sup>th</sup>, Inc. (the “Donor”), a New Hampshire not-for-profit corporation with a principal place of business at 1 Junkins Avenue, Room P400, Portsmouth, New Hampshire, hereby establishes a trust to be known as the 400<sup>TH</sup> Anniversary Education and Public Art Trust (the “Trust”), to be administered by the Trustees of Trust Funds of the City of Portsmouth (“Trustees”), charter officers of the City with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire, in accordance with the following terms and conditions:

1. Purposes of the Trust. The primary purpose of this Trust is to promote the education and cultural enrichment of students through the support of art projects and programs that involve, explore, and reflect the history, heritage, and cultural identity of the City. The funds of the Trust shall be expended exclusively for the following purposes:
  - A. Educational Art Projects: The Trust may support art projects, programs and initiatives that engage students in creative activities, with a clear focus on educating them about the historical, cultural, and artistic significance of the City. These projects may include, but are not limited to, visual arts, performing arts, literature, digital media, and other forms of creative expression.
  - B. Historical and Cultural Preservation: Funds may be allocated to art projects and programs that incorporate a student learning component and highlight, preserve, or celebrate the City’s unique history and cultural traditions. These may include, but are not limited to, historical exhibitions, public art installations, performances, or multimedia productions that explore the City's heritage.
  - C. Student Involvement: The Trust may fund initiatives that directly involve students as active participants in the creation, execution, or presentation of the art projects and programs. Such involvement may include, without limitation, workshops, internships, apprenticeships, and collaboration with professional



artists and cultural historians to ensure that the projects and programs serve as meaningful educational experiences.

D. Collaboration with Educational Institutions: The Trust may provide funding to schools, universities, museums, cultural centers, and other educational institutions or organizations that foster the integration of artistic projects and programs with history and cultural education for students. These institutions must demonstrate a commitment to providing students with opportunities to engage in the learning process through artistic endeavors.

E. Sustainability and Long-Term Impact: The Trust shall fund projects and programs that have a lasting educational impact, and that contribute to the ongoing dialogue about the City's history and culture. Funds may be used to create lasting artworks or cultural programs that continue to educate future generations of students.

2. Contemporaneous with the execution of this Declaration, the Donor shall donate to the City a sum not less than \$100,000 (the "Initial Contribution") to be promptly deposited with the Trustees and held in trust, invested and reinvested and distributed by the Trustees in accordance with the terms and conditions of this Declaration.
3. The Trust may receive and hold funds, stocks, bonds, other financial and non-financial personal property and/or items of value of any type or kind. However, upon receipt of any contributions other than funds, the Trustees shall, as soon as practicable, reduce the same to funds by sale or transfer or such other action as deemed appropriate by the Trustees. All costs and expenses incurred with respect to the sale or transfer of such property shall be paid or reimbursed from the proceeds of the sale or transfer. The Trustees may decline to accept any contribution to the Trust, in their sole discretion.
4. All contributions to the Trust shall be added to the corpus of the Trust which shall be held by the Trustees in any type of account or investment permitted by law as determined by the Trustees. All Trust funds may be collectively invested with other funds held by the Trustees, without restriction against pooling of assets, for investment purposes, so long as such funds and any income attributable thereto are subject to separate accounting by the Trustees.

5. All funds held in this Trust, whether characterized as principal, income, or otherwise, shall be available for expenditure for the purposes described in this Declaration.
6. The terms, conditions, content, and methodology of each proposed educational project and program shall be determined by the City's Public Art Review Committee ("PARC") and the Portsmouth Public Library Director (or designee) acting together as the "Program Committee." In the event PARC shall cease to exist, and in the absence of a successor committee whose primary function is to review and make recommendations regarding public art in the City, under the Ordinances of the City of Portsmouth, the Program Committee shall consist of the City Manager, the Portsmouth Public Library Director (or designee), and an active member of the arts community, appointed by the City Manager. Decisions of the Program Committee shall be made by majority vote of its members.

The Program Committee is encouraged to consult with members of the educational, historical, and creative arts communities in determining the parameters of the program. Any individual or entity consulted by the Program Committee shall not be disqualified from receiving funds from the Trust.

7. The procedure by which such Trust funds may be expended is the following: all persons or entities desiring an allocation of funds from the Trust for purposes of conducting an educational program or project that meets the requirements of this Declaration shall apply for program approval to the Program Committee in the first instance. If the Program Committee approves the proposed program after conducting its review and making changes, if any, in the proposed program that it deems appropriate in quality, content and methodology for its intended audience and consistent with the purposes of the Trust, it shall then make a recommendation to the City Manager for an allocation of funds from the Trust. The City Manager, upon determining that the application is consistent with the purposes for which the Trust is established and that sufficient funds are available in the Trust, shall bring the application before the Portsmouth City Council for approval.
8. The Trustees shall disburse funds from the Trust in amounts and at times as shall be specified in one or more written requests from the City Manager of the City acting pursuant to authorization of the City Council. Each request shall identify the payee(s), the amount(s) requested, and the purpose of the expenditure, and be accompanied by a copy of the Council authorization from the City Clerk.

CITY OF PORTSMOUTH

Dates: \_\_\_\_\_

\_\_\_\_\_  
Karen S. Conard, City Manager

Pursuant to vote by the Portsmouth City  
Council on \_\_\_\_\_.

PORTSMOUTH NH 400<sup>TH</sup>, INC.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Valerie T. Rochon, Managing Director

ACCEPTED BY THE TRUSTEES OF TRUST FUNDS:

Dated: \_\_\_\_\_

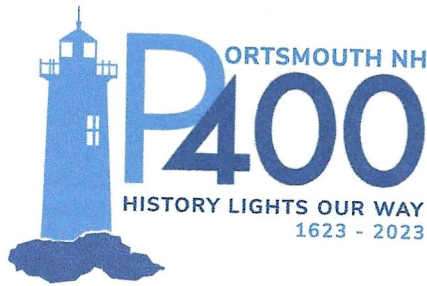
\_\_\_\_\_  
Thomas R. Watson, Trustee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dana S. Levenson, Trustee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter G. Weeks, Trustee



TO: Mayor McEachern, Assistant Mayor Kelley, City Council Members, City Manager Conard  
FROM: Valerie Rochon, Managing Director, Portsmouth NH 400<sup>th</sup>, Inc.  
RE: Request for Funds from the 400<sup>th</sup> Anniversary Trust  
DATE: November 26, 2024

Portsmouth NH 400<sup>th</sup>, Inc. (PNH400), a 501c3 corporation, will dissolve at the end of 2024, having completed all programs, projects, events, and financial obligations associated with the 400<sup>th</sup> Anniversary celebrations in 2023.

PNH400 has spent significant funds in the last month, some unexpected, as we wrap up all our final 400<sup>th</sup> Anniversary projects. Please find copies of these expenses, attached:

\$34,750 – We were excited to add another piece of art to the Bohenko Park sculpture garden, Cod in the Mortal Sea, by artist Terrence Parker. Contract payment page attached, page #1.

\$14,735 – When the Little Italy Celebrations team decided to create a documentary for the NH Film Festival, they hired Scott Maclin of Rad Media, who had previously, and generously, been providing pro bono filming. This new endeavor required significantly more work, for which he was paid. Page #2 attached.

\$11,750 – PNH400 has generated more than 7,000 images, many artifacts (e.g. the PNH400 street banners), and file drawers of paperwork. All will be archived at the Portsmouth Public Library. The Library staff would be overwhelmed attempting to log, scan, and inventory all PNH400 memorabilia, so they requested funds for an Archivist and archival materials. The PNH400 Board approved. Pages #3 and #4 attached.

\$5,855.13 – PNH400 was so pleased that the City's Rec Department, with Prescott Park Arts Festival, chose to continue the Community Picnic event that PNH400 created with our Great Community Picnic in October of 2023. The PNH400 Board voted to subsidize the costs of the 2024 Picnic. See pages #7 through #9, attached.

I respectfully request, on behalf of Portsmouth NH 400<sup>th</sup>, Inc., that the Council approve reimbursement for these 400<sup>th</sup> Anniversary expenses, to the extent of any remaining funds in the 400<sup>th</sup> Anniversary Trust. We are not requesting monies beyond what is in the Trust. Thank you for your consideration.

*Valerie T. Rochon*

*Terence Parker*  
*Co-Architect*

testing and preparation, and installation of the Artwork, whether anticipated or unanticipated.

C. PNH400 shall make payments to the Artist in the following manner:

Description		Amount	
Within ten days of contract execution	✓ STRB	\$11,583.33	#1423 5/29/24
After completion of 50% of the fabrication	STRB	\$11,583.33	#1440 9/5/24
Acceptance of Installation and Receipt of all required documentation to transfer to Owner	STRB Steve ✓ ✓✓	\$11,583.34	#1441 10/24/24
			\$34,750 -

Artist shall, after completion of each of the milestones above, submit an invoice to PNH400 with a copy to Owner. Owner shall promptly review the invoice and either certify to PNH400 that the milestone has been completed satisfactorily or provide response to the Artist as further described in this Agreement as to any deficiency. PNH400 shall, upon certification of the Owner of milestone completion, make payment to Artist within fifteen (15) days.

*163 a Court St. Portsmouth 03801*

**1.5 Design.**

A. Concept/Schematic. The Artist shall develop and implement the design concept/schematic (the "Design") which was selected and approved by PNH400 and Owner. It is understood and agreed that the height and overall scale of the Artwork are critical elements of the Design. (See Addendum #3)

B. Approval of Preliminary Design. Within fifteen (15) days after contract signing, the Owner shall notify the Artist if the Owner requires any revisions to the preliminary Design.

C. Final Design. Upon approval of the preliminary Design by the Owner, the Artist is authorized to proceed with Final Design which shall include the following: presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, final color and materials samples, and proposed fabrication methods.

D. Final/Construction Documents. The Artist shall submit Construction Documents for construction and/or installation of the proposed Artwork, which must be signed and stamped by design professionals, and must meet all requirements of the International Code Council Building Code (the "Building Code") and any local government amendments to the Building Code.

**1.6 Fabrication Stage.**

A. The Artist shall fabricate the Artwork, which shall be in substantial conformity with the Final Design including its height and dimensions. The Artist may not deviate from the



# INVOICE

Scott MacLin

RAD Media

1375 Winona Rd., New Hampton, NH 03256,

UNITED STATES

radmedianh@gmail.com

Invoice No#: 0110

Invoice Date: Dec 7, 2023

Due Date: Dec 7, 2023

**\$14,735.00**

**AMOUNT DUE**

**BILL TO**

ra\*\*\*\*\*@kw.com

Deposit: \$8035 1/25/24 #1374  
Balance \$6700 11/12/24 #1439  
                      
\$14,735

Approved by Board  
12/18/2023

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Filming of 12 oral history sessions Edited by January 1st, 2024	1	\$2,400.00	\$2,400.00
2	Filming of 3 question sessions(42 Participants over 2 days) Want this filmed as soon as possible with a deadline set no later than March 15th, 2024.	1	\$3,200.00	\$3,200.00
3	RED Komodo 6K Cameras for Filming(Rental)	1	\$1,220.00	\$1,220.00
4	Misc Accessories for RED Filming(Lens Mounts, CF cards, AV Cables, Monitors).	1	\$740.00	\$740.00
5	EF 35-150mm Compatible Lens Rentals for RED Komodo.	1	\$475.00	\$475.00
6	Color Correction, color grading, and sound edit of raw video/audio. Estimated completion by May 1st, 2024	1	\$2,400.00	\$2,400.00
7	Production of the Lost North End full length docu-film. Estimated Completion August 1st-September 1st 2024. With submission to NH Film Festival for October deadline.	1	\$2,800.00	\$2,800.00
8	Additional filming with Sony a7siii's for local Portsmouth B-Roll Film B-Roll of present day locations relative to scenes discussed in the oral history sessions for the documentary. Estimated completion by June 1st, 2024	1	\$1,500.00	\$1,500.00

Subtotal

\$14,735.00

City of Portsmouth  
Ports Public Library

PNH400 Archive Intern

Valerie Rochon <valerie@portsmouthnh400.org>  
To: Valerie Rochon <valerie@portsmouthnh400.org>

Thu, Nov 14, 2024 at 3:21 PM

----- Forwarded message -----

From: Valerie Rochon <valerie@portsmouthnh400.org>  
Date: Thu, Nov 14, 2024 at 3:05 PM  
Subject: Re: PNH400 Archive Intern  
To: Nicole L. Cloutier <ncloutier@cityofportsmouth.com>, Steve Butzel <steve@portsmouthnh400.org>  
Cc: Christine C. Friese <ccfriese@cityofportsmouth.com>, Cathryn F. Czajkowski <CFCzajkowski@cityofportsmouth.com>

Hello Christine, Nicole, and Katie,

I'm very happy to share with you that the Portsmouth NH 400th Board of Directors approved your request for support in archiving all the PNH400 memorabilia from the 400th Anniversary celebrations in 2023.

Per your email below, on October 24, 2024, the Board approved \$11,250 for an archivist and \$500 for archival supplies.

I will put the check for \$11,750 in the mail tomorrow. *chk # 1002 11/14/24 STRB SB*

Per my conversation with Nicole and Katie, please keep me in the loop when you secure an archivist and as s/he goes through the archival process. I am happy to answer questions at any time. My phone is 802.279.1425 (please remember that I am now in Colorado and 2 hours behind you).

Congratulations!

Valerie

On Thu, Oct 10, 2024 at 1:59 PM Nicole L. Cloutier <ncloutier@cityofportsmouth.com> wrote:

Hi Valerie,

Katie and I have had a conversation and are not %100 comfortable with doing this without Christine, but we can get the ball rolling. Christine can make a change when she is back if needed.

Here is the process we anticipate:

1. Gather and arrange all printed materials in permanent order.
2. Gather and organize all ephemera.
3. House everything in archival folders and boxes.
4. Create inventory and finding aids.
5. Scan documents and photograph ephemera as appropriate.
6. Upload images of documents and ephemera to Omeka database (PortsmouthExhibits.com)
7. Create and upload metadata to Omeka database.
8. Organize digital photo archive (appx. 7,000 images)
9. Identify (time / place / people) images.
10. Create metadata for images
11. Upload digital photo collection and metadata to Omeka.

3

As you know, library staff was prepared to assist with this project over the next couple of years as time allowed, but a dedicated intern assigned to this project would be wonderful!

Our current intern is making \$15 / hour. If we hire a contract archivist trained to do this, that hourly wage would be significantly higher-- \$25/hour-- and get it done a faster.

In terms of hours this could take someone FT several months to complete.

The collection of 7000 photos is the wildcard in terms of time. If full identification research is to be done that could take many more hours. If Trevor identifies people, places, and events, as he offered, in an excel spreadsheet, this could be a shorter process for an intern.

In addition, there would be some material costs. Archival folders and boxes. Our guess is this would be under \$500.

**Potential cost estimate using a three-month timeline:**

37.5 hours 3 months Intern-- \$15/hour-- \$6,550 (could potentially need library staff to guide and train and/or participate in the above work)

or

37.5 hours 3 months Project archivist -- appx. \$25/hour-- \$11,250

Archival Supplies -- less than \$500

Whatever the 400<sup>th</sup> committee is able to contribute to this project would be greatly appreciated and we can see how far those dollars get us. We can then address any further work at a later time.

I hope this helps!

Nicole

*Nicole Luongo Cloutier (she/her)*

Reference & Special Collections Department Supervisor

Portsmouth Public Library

175 Parrott Avenue

Portsmouth, NH 03801

Nlcloutier@cityofportsmouth.com

603-766-1725

(4)

*Valerie T. Rochon, Managing Director*  
*Portsmouth NH 400th, Inc.*

802.279.1425, [Valerie@PortsmouthNH400.org](mailto:Valerie@PortsmouthNH400.org)

**More than 100 events throughout 2023! Visit our calendar at**  
[www.PortsmouthNH400.org](http://www.PortsmouthNH400.org); @PortsmouthNH400



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## PNH400 Subsidize the October 2024 Community Picnic

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Todd A. Henley <tahenley@cityofportsmouth.com>  
To: Valerie Rochon <valerie@portsmouthnh400.org>  
Cc: Brinn Sullivan <bsullivan@cityofportsmouth.com>

Wed, Nov 20, 2024 at 9:25 AM

Valerie,

Here is the final budget from PPAF and our invoice for what we bought. Total of \$5,855.13. Let me know if you need anything else.

Thank you.

[Quoted text hidden]

[Quoted text hidden]

[Redacted signature box]

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### 2 attachments

 Invoice Ports 400 Com Picnic.pdf  
128K

 CityPicnic\_FinalNumbers\_FY24.pdf  
69K

(5)

# PORTSMOUTH RECREATION

Community Campus | Connie Bean Center | Indoor Pool | Outdoor Pool | Senior Activity Center | Spinnaker Point

**TO:**  
Portsmouth 400

**COMMENTS OR SPECIAL INSTRUCTIONS:**  
Portsmouth Community Picnic: September 8, 2024, 11:00am-2:00pm

RECREATION CONTACT	P.O. NUMBER	SHIPPED VIA	TERMS
			Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Bjs order (various prizes/giveaways)		\$ 129.94
	S&S Worldwide order (games/hula hoops)		\$ 624.51
3	Part-time staff (4 hours @ \$16/hour)	\$ 64	\$ 192.00
	City's Community Picnic 9/8/24		

✓✓✓  
STRB

pdn 11/20/24 chk #1006

<b>SUBTOTAL</b>	<b>\$ 946.45</b>
SALES TAX	
SHIPPING & HANDLING	
<b>TOTAL DUE</b>	<b>\$ 946.45</b>

Make all checks payable to Portsmouth Recreation Department

6

Portsmouth Recreation Department Community Picnic in Prescott Park; source CityOfPortsmouth.com

City of PORTSMOUTH NH | RECREATION DEPARTMENT

AAA | f | Instagram | English

Programs ▾ Rec Centers ▾ Holiday Schedule Contact

# PICNIC IN THE PARK

September 8, 2024

11:00 AM - 2:00 PM

Prescott Park

A Day for Residents to Eat and Play!



Bring your picnic lunch and blankets for a fun afternoon of music, lawn games, and more! Food will be available for purchase at the Prop.

In association with Prescott Park Arts Festival

## Arts Festival Raffle

Ride your bike to the park for the Community Picnic, fill out a raffle entry at the merch booth, and be entered to win a \$3,000 gift certificate at Papa Wheelies Bicycle Shop. Raffle to be drawn at the picnic. Winner need not be present to win.

7

# Prescott Park Arts Festival

Costs for Sept 8, 2024 Community Picnic  
 sponsored by the Portsmouth  
 Rec Dept

\$4,908.68 pd 11/20/24  
 chk # 1007

✓✓  
 STRB

Expenses	Organization	Item	Budget	Actuals	Notes
	PPAF	Musicians	\$2,000.00	\$2,000.00	2 bands
	PPAF	Hospitality	\$75.00	\$75.00	
	PPAF	Production Manager	\$200.00	\$350.00	
	PPAF	Audio (A1, A2)	\$600.00	\$775.00	
	PPAF	Hourly Staff	\$1,000.00	\$835.36	Prop & Site Staff
	PPAF	Food		\$873.32	<i>see page 2 for detail</i>
	PPAF	<b>Total</b>	<b>\$3,875.00</b>	<b>\$4,908.68</b>	

(1) (8)



Free Ice Cream	Units per Case	Cost per Case	Cost per unit	Actuals
Ice Cream (8oz scoop)	40	\$48.59	\$1.21	\$103.05
Container			\$0.18	\$34.93
Spoon			\$0.07	\$34.93
<b>Total Cost</b>			<b>\$1.46</b>	<b>\$172.92</b>
		<b>x1000</b>	<b>\$1,464.75</b>	
Hot Dog Meal	Units per Case	Cost per Case	Cost per unit	Actuals
Hot Dogs	100	\$45.93	\$0.46	\$297.00
Hot Dog Buns	96	\$33.43	\$0.35	\$174.66
Container			\$0.20	\$26.20
Bag of Lays	104	\$47.64	\$0.46	\$82.54
Bottle of Water (16.9oz)	24	\$7.84	\$0.33	\$120.00
<b>Total Cost</b>			<b>\$1.79</b>	<b>\$700.40</b>
		<b>x500</b>	<b>\$897.10</b>	
			<b>Final Total</b>	<b>\$873.32</b>

23

6

# Gift and Donation Submission Form

*Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.*

Date:	November 21, 2024
Department/ Contact Person:	Department of Public Works Peter Rice, Director
Donation Amount:	\$5,000.00

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

**Yes. The donation will be used by the Department of Public Works.**

Is there a particular purpose intended with this donation:

**This donation is one of several that will be used for the construction of a pump track. In the last month, local outdoor recreation enthusiasts have come together to offer the City money, labor, and materials to transform the informal pump track located adjacent to the Skate Park into a more welcoming and user-friendly experience. Work is expected to occur in December weather permitting. The Recreation Department and the Public Works Department are excited to have this opportunity to leverage the donations of labor, materials, and funds to create this improved recreation space for the community.**

Other Information/Special Conditions:

## Donor Information

Business/Trust Name:	New Hampshire Charitable Foundation's Altus Engineering Charitable Fund
First & Last Name:	Eric Weinrieb, President Altus Engineering
Address*:	133 Court Street, Portsmouth, NH 03801-4413
Phone*:	603-433-2335
Email*:	<a href="mailto:Eric@Altus-eng.com">Eric@Altus-eng.com</a>

*Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk (\*) indicates it will not be publicly distributed.*

# Gift and Donation Submission Form

*Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.*

Date:	November 25, 2024
Department/ Contact Person:	Department of Public Works Peter Rice, Director
Donation Amount:	\$5,000.00

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

Yes. The donation will be used by the Department of Public Works.

Is there a particular purpose intended with this donation:

This donation is one of several that will be used for the construction of a pump track. In the last month, local outdoor recreation enthusiasts have come together to offer the City money, labor, and materials to transform the informal pump track located adjacent to the Skate Park into a more welcoming and user-friendly experience. Work is expected to occur in December weather permitting. The Recreation Department and the Public Works Department are excited to have this opportunity to leverage the donations of labor, materials, and funds to create this improved recreation space for the community.

Other Information/Special Conditions:

## Donor Information

Business/Trust Name:	n/a
First & Last Name:	Neal Ouellett and Darlene Furbush Ouellett
Address*:	124 Kensington Rd., Portsmouth, NH 03801
Phone*:	n/a
Email*:	n/a

*Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk (\*) indicates it will not be publicly distributed.*

# Gift and Donation Submission Form

*Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.*

Date:	November 21, 2024
Department/ Contact Person:	Department of Public Works Peter Rice, Director
Donation Amount:	Labor and materials with an approximate value of \$10,000.00

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

**Yes. The donation will be used by the Department of Public Works.**

Is there a particular purpose intended with this donation:

**This donation is one of several that will be used for the construction of a pump track. In the last month, local outdoor recreation enthusiasts have come together to offer the City money, labor, and materials to transform the informal pump track located adjacent to the Skate Park into a more welcoming and user-friendly experience. Work is expected to occur in December weather permitting. The Recreation Department and the Public Works Department are excited to have this opportunity to leverage the donations of labor, materials, and funds to create this improved recreation space for the community.**

Other Information/Special Conditions:

## Donor Information

Business/Trust Name:	Severino Trucking Co., Inc.
First & Last Name:	Tom Severino, Co-Owner and Vice President
Address*:	512 Raymond Road / P.O. Box 202, Candia, NH 03034
Phone*:	603-483-2133
Email*:	<a href="mailto:TSeverino@SeverinoTrucking.com">TSeverino@SeverinoTrucking.com</a>

*Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk (\*) indicates it will not be publicly distributed.*



GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Department of Justice		<b>1.2. State Agency Address</b> 1 Granite Place, South Concord, NH 03301	
<b>1.3. Grantee Name</b> City Attorney, Portsmouth		<b>1.4. Grantee Address</b> 1 Junkins Ave Portsmouth, NH 03801	
<b>1.5 Grantee Phone #</b> (603) 610-7204	<b>1.6. Account Number</b> 02-20-20-201510-5587- 072-500574	<b>1.7. Completion Date</b> 12/31/2025	<b>1.8. Grant Limitation</b> \$25,025
<b>1.9. Grant Officer for State Agency</b> Kathleen Carr		<b>1.10. State Agency Telephone Number</b> (603) 271-1234	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
<b>By:</b>		<b>Assistant Attorney General, On:     /     /</b>	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
<b>By:</b>		<b>On:     /     /</b>	

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

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

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

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

**EXHIBIT A**

**Special Conditions**

**Grant # 15JOVW-24-GG-00513-STOP**

The City Attorney, Portsmouth as the Grantee (hereinafter referred to as “Subrecipient”) shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

**EXHIBIT A**

**Special Conditions**

**Grant # 15JOVW-24-GG-00513-STOP**

5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

**7. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

By accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

**8. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the

**EXHIBIT A**

**Special Conditions  
Grant # 15JOVW-24-GG-00513-STOP**

OVW website, including any updated version that may be posted during the period of performance.

The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

**9. Requirement to report potentially duplicative funding**

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award.

If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ, must seek a budget modification or change-of-project-scope to eliminate any inappropriate duplication of funding

**10. Requirements related to System for Award Management and unique entity identifiers**

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers (UEI) are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

**11. Employment eligibility verification for hiring under the award**

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility

**EXHIBIT A**

**Special Conditions**

**Grant # 15JOVW-24-GG-00513-STOP**

verification for hiring under award) and are incorporated by reference here.

**12. Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 PM EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

**13. Unreasonable restrictions on competition under the award; association with federal government.**

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government) and are incorporated by reference here.

**EXHIBIT A**

**Special Conditions  
Grant # 15JOVW-24-GG-00513-STOP**

**14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

**15. Determinations of suitability to interact with participating minors**

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

**17. OVW Training Guiding Principles**

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding



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Principles for Grantees and Subgrantees, available at  
<https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

**18. Effect of failure to address audit issues**

The subrecipient understands and agrees that the NHDOJ (and OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the NHDOJ ) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**19. Potential imposition of additional requirements**

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ (and OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

**20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

**22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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**23. Restrictions on "lobbying" and policy development**

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

**24. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

**25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/grant-complaint> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

**26. Restrictions and certifications regarding non-disclosure agreements and related matters**

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will

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receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the NHDJOJ or (OJP or OVW, as appropriate) for guidance.

**28. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**29. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ.**

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the

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subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

**30. Availability of general terms and conditions on OVW website**

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

**31. Compliance with statutory and regulatory requirements**

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and the OVWs implementing regulations at 28 C.F.R. Part 90.

**32. Compliance with solicitation requirements**

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

**33. VAWA 2013 nondiscrimination condition**

The subrecipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

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The subrecipient agrees that it will comply with this provision. The subrecipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

**34. Misuse of award funds**

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**35. Limitation on use of funds to approved activities**

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

**36. Non-supplantation**

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

**37. Confidentiality and information sharing**

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

The subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

**38. Activities that compromise victim safety and recovery or undermine offender accountability**

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;

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procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

**39. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence**

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

**40. Termination or suspension for cause**

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

**41. Performance progress reports and final report submission**

The subrecipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The subrecipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe.

Subrecipients are required to submit this report after the end of each calendar year but no later than March 15th each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

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**42. Subrecipient program income**

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs.

In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the NHDOJ Grants Management Unit must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the subrecipient must provide approval by the end of the project period.

Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

**43. Subrecipient product monitoring**

The subrecipient agrees to be monitored to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

**44. Publications disclaimer for STOP Formula subrecipients**

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

*"This project was supported by Subgrant No. \_\_\_\_\_ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."*

**45. Copyrighted works**

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work



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developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

**46. Consultant compensation rates**

The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

**47. Ongoing compliance with statutory certifications**

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-center prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

**48. Requirements for subrecipients providing legal assistance**

The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subrecipient. The legal assistance eligibility requirements are:

- (1) any person providing legal assistance through a program funded under this grant program

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- (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
- (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

(3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

(4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient (“subgrantee”) at any tier will comply with this condition.

**49.** Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

**EXHIBIT B**

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
1 Granite Place, South  
Concord, NH 03301  
(603) 271-8091 or [travis.n.tteeboom@doj.nh.gov](mailto:travis.n.tteeboom@doj.nh.gov)

**EXHIBIT C**

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.
  - 3a. The Subrecipient shall be awarded an amount not to exceed \$25,025 of the total Grant Limitation from Governor and Council approval or 1/1/2025, whichever is later, to 12/31/2025, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
  - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2025, unless a grant extension is approved in writing by DOJ.

**EXHIBIT D**

-EEO REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, \_\_\_\_\_ [*responsible official*], certify that the City Attorney, Portsmouth [*Subrecipient*] has completed the EEO reporting tool certification within the last two years at: [https://ojp.gov/about/ocr/faq\\_eoop.htm](https://ojp.gov/about/ocr/faq_eoop.htm) on \_\_\_\_\_ [*date*]

It is understood that subrecipients which are exempt from filing the EEO Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

**EEO Training Requirements for Subrecipients**

\_\_\_\_\_ [*official that completed training*] has completed the EEO training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on: \_\_\_\_\_ [*date*]. The EEO training must be completed at least once every two years.

**DOJ Discrimination Complaint Process**

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

**Subrecipient Discrimination Complaint Process**

I further certify that the City Attorney, Portsmouth [*Subrecipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination-based complaints from employees and program beneficiaries and that policy/procedure must be made publicly available to program beneficiaries or prospective beneficiaries.

**EXHIBIT D**

**Certified Standard Assurances**

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

**EXHIBIT D**

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

**EXHIBIT D**

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

\_\_\_\_\_  
Name of Authorized Signor

\_\_\_\_\_  
Title of Authorized Signor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**EXHIBIT E**

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

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The City Attorney, Portsmouth (Subrecipient) certifies that any funds awarded through **grant number 2025VAW03** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The City Attorney, Portsmouth (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT F**

**NEW HAMPSHIRE DEPARTMENT OF JUSTICE**



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice (“Department”) determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient’s request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, “Disclosure of Lobbying Activities” in accordance with its (and any DOJ awarding agency’s) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

**EXHIBIT F**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

**3. FEDERAL TAXES**

A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

**EXHIBIT F**

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

**4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will —

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

**EXHIBIT F**

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;  
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

\_\_\_\_\_  
Name of Authorized Signor

\_\_\_\_\_  
Title of Authorized Signor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Address of Agency

**EXHIBIT G**

Certification Regarding the Federal Funding Accountability and Transparency Act  
(FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

**EXHIBIT G**  
Certification

\_\_\_\_\_  
Name of Authorized Signor

\_\_\_\_\_  
Title of Authorized Signor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity ID (SAM) number for your entity is: XTL2C874AZN7
  
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

\_\_\_\_\_NO

\_\_\_\_\_YES

**If the answer to #2 above is NO, stop here**

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_NO

\_\_\_\_\_YES

**If the answer to #3 above is YES, stop**

**If the answer to #3 above is NO, please answer the following:**

5. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

**EXHIBIT G**  
Certification

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_



## EXHIBIT H

U.S. Department of Justice  
*Office on Violence Against Women*



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### **Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended**

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Under section 40002(b)(2) of the Violence Against Women Act, as amended (34 U.S.C. 12291(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

#### **(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

#### **(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

## EXHIBIT H

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

### **(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

### **(D) Information sharing**

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

### **(E) Statutorily mandated reports of abuse or neglect**

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

### **(F) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

### **(G) Confidentiality assessment and assurances**

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

### **(H) Death of the party whose privacy had been protected**

In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying

**EXHIBIT H**

information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

- (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability.
  
- (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team.
  
- (iii) The grantee or subgrantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting.
  
- (iv) The information released is limited to that which is necessary for the purposes of the fatality review.

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As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

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Typed Name of Authorized Representative

Title

Telephone Number \_\_\_\_\_

---

Signature of Authorized Representative

Date Signed

---

Agency Name

**EXHIBIT I**

**PROSECUTOR ELIGIBILITY CERTIFICATION  
PURSUANT TO 34 U.S.C. § 10454**

I, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_  
[NAME OF RESPONSIBLE OFFICIAL] [OFFICIAL'S TITLE] [NAME OF PROSECUTING ENTITY]  
hereby certify that the \_\_\_\_\_, as a prosecuting entity of the New  
[NAME OF PROSECUTING ENTITY]  
Hampshire Department of Justice's STOP Violence Against Women Funding (VAWA) Grant Program, that this office will, during the 2-year period after the start of this subaward, as approved by Governor and Executive Council of the State of New Hampshire, will engage in planning, developing, and implementing the following:

1. Training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases;
2. Policies that support a victim-centered approach, informed by such training; and
3. Protocol outlining alternatives practices and procedures for material witness petitions and bench warrants, consistent with best practices, that shall be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent victimization and trauma to the victim.

\_\_\_\_\_  
Printed Name of Responsible Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Sherburne School Below Market Rate Housing Development  
Response to City Council and Housing Committee Questions 11.27.2024**

**1. In the past two years, have you encountered any major projects that did not come to fruition or are at significant risk of falling through?**

Yes. In the summer of 2022, PHA completed the award-winning Ruth Lewin Griffin Place (Ruth's Place), a 64-unit workforce housing project and the largest affordable housing expansion in Portsmouth in nearly 50 years. The project faced significant challenges, including a lawsuit over Planning Board residency, which delayed construction by over a year, added \$1.5 million in costs, and required navigating COVID-era supply chain and labor shortages. Despite these hurdles, PHA secured additional funding, adjusted timelines, and completed the project.

A testament to PHA's experience and tenacity, PHA was recognized with the 2022 Visionary Leadership Award given by the Workforce Housing Coalition with the Greater Seacoast, the 2023 Merit Award of Excellence by Plan New Hampshire, the Chamber Collaborative of Greater Portsmouth Building a Better Community Award, and the US Green Building Council NH Chapter Building of the Year.

**2. Over the past two years, have any municipalities or partners you've worked with faced substantial costs or expenditures for projects that were not completed or are unlikely to be completed?**

No.

**3. Since the RFP was issued, has any leadership staff on your team contacted any city councilors or senior city leadership staff regarding this project? (All)**

Yes. PHA contacted City Councilors up until the time when the City Manager requested the PHA not do so. As one of the largest community-based non-profits and a major landlord, we are constantly in touch with City leadership and staff as part of our long-standing working relationship, which includes dozens of opportunities to speak with councilors

about the work of the PHA. The following detail is our recollection of interactions. We have not intentionally excluded anything but need to stop short of guaranteeing there are no more occasions where we ask about Sherburne School.

Mr. Ferrini saw Councilor Tabor at the Mayor's Alzheimer's event at Strawberry Banke and asked him how the Sherburne process was going. He said he preferred not to talk about it. We did not. I participated in general brief discussions about housing with some Councilors in Council Chambers after the Council Work Session on December 14, 2024.

Along with other PHA leadership, Mr. Ruedig saw Tabor, Kelly, Cook, and Moreau at Vintage and Vine at Strawberry Banke on 9/12, the City Manager in her booth at the farmers market on several occasions, and the Mayor at Ruth Griffin's service.

Mr. Welch called the Mayor, Assistant Mayor, Councilor Denton, Councilor Blaylock, and Councilor Moreau. Councilor Tabor was contacted with an invitation to attend a workshop hosted by PHA at Ruth's Place shortly prior to the Sherburne work session, which he did attend and when Sherburne was discussed. Other Councilors likely received this invitation as well. Mr. Welch spoke with City Manager Karen Conard at the event for Vice-President Harris, with Assistant Mayor Present. Mr. Welch also approached Councilor Lombardi when he saw him at the dump.

Ms. Pickett spoke with Councilor Bagley at a Chamber Collaborative event. Ms. Pickett also attended the City Arts Commission meeting and Councilor Cook sits on that committee.

**5. If the school is kept, not the gym, then is it possible to create a neighborhood feel? How does that affect the affordability of the project? (How many units? With how many bedrooms? Rented at what percentage of the AMI?)**

Yes. If the school is preserved, we will work to create a neighborhood feel in the master plan for the site. This plan will include not only housing, but also consider maximizing green space, recreational amenities, or potential for the inclusion of other community assets as determined by the community and Council. PHA is committed to a strong, professionally facilitated, community engagement process where we will listen carefully to the community in order to create an outstanding plan for the site and design of the buildings on it.

In our response to the RFP, we estimated eight, one-bedroom housing units in the school. However, there are many different scenarios that will be informed by the community engagement process and consultation with the design team that could create additional options, such as putting an addition onto the school building, replacing the gym space with

additional housing units, or others. Estimating the cost of these scenarios will be an important part of this design process.

Along with any new housing construction on the site, our plan is for the target renter to be a household making 60% of the Area Median Income but being able to accommodate renters up to 80% of the AMI.

**6. If affordable housing and the preservation of the school building, excluding the gym, are the goals of this project, then what is the maximum number of affordable units? How many bedrooms and at what percentage of AMI? What is the estimated cost to build per unit?**

There are many different scenarios that will be informed by the community engagement process and consultation with the design team that could create additional options such as putting an addition onto the school building, replacing the gym space with additional housing units, or others. In our response to the RFP, we estimated eight, one-bedroom housing units in the school. For cost estimates, see the proformas provided in our response to the RFP.

**7. If the aesthetics and the preservation of the school building, excluding the gym, are the goals of this project, then what is the lowest number of affordable units? How many bedrooms and at what percentage of AMI? What is the estimated cost to build per unit?**

The overall design of the project will be informed by the community engagement process and consultation with experts in architecture, landscape architecture, engineering, construction, and finance. Based upon our conceptual plans, we believe 6 to 8 units are feasible. Please see the development proformas offered in our response to the RFP for estimated costs.

**8. Is there any additional information on the inverse relationship of affordability and aesthetics of this project that would be very helpful?**

As evidenced by Ruth Lewin Griffin Place at 160 Court Street, the PHA believes that one does not have to sacrifice high quality design to achieve affordable housing. However, there are design elements and materials that can be cost prohibitive, making community engagement a critical component of our design process to help achieve our design goals at a cost that will not exclude it from winning an allocation of Low-Income Housing Tax Credits (LIHTC). High-cost proposals have significantly lower chances of winning an LIHTC award because of regulations governing the total development costs of a project.

The PHA aspires to make a strong design statement with energy efficiency and sustainability, and there are a variety of ways that building design can influence this. Our ability to achieve sustainability goals is evidenced by PHA's new Ruth Lewin Griffin Place apartments, which was named Building of the Year by the US Green Building Council's New Hampshire Chapter for being the highest scoring LEED (Leadership in Energy and Environmental Design) project in New Hampshire in 2022, while also accommodating rigorous design requirements in the Portsmouth Historic District.

**9. Do your current neighbors enjoy living next to your properties?**

Yes. The PHA takes pride in being responsible and considerate and always tries to be good neighbors, and scores of Portsmouth residents, including abutters to our properties, attest that this is so. This is evidenced by the fact that abutters have testified to that fact in public municipal meetings. The safety and security of our residents, staff, visitors, and neighbors has always been our top priority, and our commitment to this is consistently affirmed by those who live near our properties. PHA's top priority has always been the safety and security of our residents, staff, visitors, and neighbors. We take that priority seriously and neighbors will attest to that fact. Our properties are also located near public parks, where children play and families gather. We estimate that nearly half of PHA housing units are single family homes valued in excess of \$1 million, many significantly more so, and are located in dense single-family neighborhoods, and many of these neighbors will attest that they have excellent relations with residents in our properties.

**10. Will there be a property manager on site once completed and occupied?**



Yes. Another benefit of having a local partner is PHA's ability to provide high-quality property management is unmatched. Property Management will not only be on site, but it will also be augmented by PHA's 38 staff who work in one of four offices spread throughout the city. This staff consists of specialists in finance, operations, community engagement, tax credit compliance, applications and occupancy, property management, capital planning, maintenance, and others. Our resident services staff are dedicated to specific properties, while also having the ability to float between properties when specific skills, events, or relationships or other assets can be deployed.

Our ten full-time maintenance staff respond to thousands of work orders per year, turn over between 70 and 100 units per year, complete dozens of capital and non-routine projects, and provide all of our own custodial services. Our maintenance team responds to work requests 24 hours a day, 365 days a year, from five different maintenance shops throughout the city.

PHA also manages all of our waitlists locally, which is a valuable asset to managing the over 1,300 households currently on our list. When housing needs change due to family size, age, disabilities, or other reasons, the PHA also has the ability to transfer residents between sites to best meet their needs.

Along with all of our operational assets in the city, one should note and one of the four major goals of PHA's Strategic Plan is to **connect** with other area agencies and individuals that can serve our residents and make for a stronger PHA. The relationships we have been built over the prior decades are priceless in terms of the value they create for our residents, who make up over 4.5% of the population of Portsmouth. The additive benefits of these strong partnerships make us outstanding at serving our residents, and makes Portsmouth a stronger, more resilient community.

## **11. Will the tax credits earned from this project be reinvested in the City of Portsmouth?**

Every action taken and every dollar earned or saved by PHA is directed towards sustaining, enhancing, and expanding affordable housing in Portsmouth, and Portsmouth only,

meaning none of our revenue dollars go toward anything outside the city. All current and future actions by PHA will be in the name of meeting the above objective. PHA is uniquely qualified to assess and best informed to efficiently meet the needs of the local stakeholders as PHA is focusing all of its resources and attention on providing Portsmouth citizens with safe and affordable housing, and we do this in a variety of ways, including:

1. Expanding our Resident Service Coordination team. PHA Houses over 4.5% of the population of the city, including hundreds of children and hundreds of senior citizens. The wellbeing of these residents is of direct benefit to the city of Portsmouth. PHA and our property budgets include resident services, and excess cash flows allow us to improve services for our residents.
2. Investing in our properties. Half of PHA's \$100 million property portfolio is over 50 years old, so investing in or redeveloping these assets improves the housing infrastructure in Portsmouth. PHA is the largest public housing authority per capita in New Hampshire, with 12 properties spread throughout the city, consisting of 680 rental units. Our ability to invest in these properties does have a meaningful impact on the quality of our buildings and neighborhoods.
3. Building capacity and expertise at the PHA. Continuing to develop and manage new housing with the complex regulatory requirements included in tax credit-funded housing requires specific skills that are scarce in the marketplace. Building the long-term capacity of the PHA by investing in training and being the employer of choice in the region helps to build the long-term capacity of the PHA. If the city's goal is to increase the supply of affordable housing, seizing opportunities to grow the PHA should not be missed.
4. Innovation. The PHA prides itself on innovation in affordable housing and we are a leader in the state in doing so. Revenues from new development activities have allowed us to create workforce training incentives, accelerate sustainability and energy efficiency projects, create a successful childcare center, start an after-school program in partnership with the School Department, and many other housing-related resident initiatives.
5. Market Research. PHA's 2022 and 2024 Market Studies have informed policy makers in the City and region. These studies have been used to assess new development activities, secure funding, and inform public dialogue including the 2024 Portsmouth Listens Places to Live study circles. Our Market Study showed that Portsmouth can absorb 1,500 new units by the end of this decade, it became the

source of information used by City Council when they set their goal to permit 500 new housing units in the next two years.

**12. What are your plans for reinvesting in affordable [housing] in Portsmouth in the future?**

PHAs fifteen-year, \$200 million plan to invest and reinvest in affordable housing in Portsmouth started with creating public support and policy frameworks necessary to build upon this work, including participating in the creation of the City Housing Policy in 2016, Portsmouth Listens study circle on housing in 2017 and 2024, informing City's 2025 Master Plan, commissioning Market Studies in 2022 and 2024 and other efforts to guide our goals. We have continued with our advocacy and policy work on the federal, state, and local level in order to assure Portsmouth continues to attract investments for our work.

Our first new development initiative was to take advantage of the opportunity to build on land PHA already owned on Court Street, and then build on that success. After the high-profile opening of Ruth Lewin Griffin Place in 2022, the PHA's strong reputation led to new opportunities working with the City and private landowners to develop new housing and earned a strong interest by the City to work with PHA on developing new housing on City owned land starting in 2022.

One way the City can support the PHA in executing on this plan is to turn to the PHA to capitalize on the rare opportunities to make a meaningful impact on the housing supply, and if the opportunity, funding sources, or regulatory constraints suggest that more affordable housing developers are needed to pursue multiple City owned properties in Portsmouth, the City should turn to PHA's expertise and experience to recruit and vet other developer partners to assure we are getting the best deal for Portsmouth, and coordinate these efforts.

**13. What is your relationship with local nonprofits? Is there any potential to partner for a community center in the school building?**

There are dozens of local non-profits that the PHA partners with to best serve our residents and make for a stronger PHA. In fact, PHA's strategic plan prioritizes the cultivation of strong partnerships and relationships as a core objective for the PHA. We would be pleased to collaborate with any of these partners on creating a community center or other uses that benefit the public in the Sherburne building.

Some examples of these partnerships include:

Collaborating with the **City of Portsmouth School Department** to create the MC3 after-school program, serving New Franklin school students, including those living in PHA properties.

Collaborating with the **Seacoast Community School** on the creation and continued operation of the successful Meadows Pre-School at Gosling Meadows.

Collaborating with **Great Bay Community College** on a new **Workforce Housing Education Incentive Program**, a collaborative initiative designed to support residents in their educational journeys. This program provides one-on-one support and a \$200/month rental reduction for residents at Ruth's Place who are enrolled in continuing education. This partnership, along with other local educational organizations, helps encourage lifelong learning and academic achievement. By working together, we are empowering residents to pursue education and improve their quality of life, fostering a stronger, more vibrant community.

Our relationship with **Crossroads House** led to the PHA acquiring a 12-unit rental property at **200 Greenleaf Avenue** from Crossroads. This mutually beneficial purchase allowed PHA to invest nearly \$100,000 in upgrades and quickly achieve 100% occupancy.

The most current example of this commitment to community partnerships is our work with the **Christ Church Property**. We received the property through a partnership with the **Episcopal Church** and worked to identify **HAVEN** as a sub-tenant to help them establish a permanent headquarters and transitional housing, meeting their specific needs. In addition, we collaborated with both the church and **Little Blessings Childcare Center** to ensure that their requirements were integrated into the property, allowing them to continue their valuable missions. This approach serves not only our future residents but also strengthens the operational success of all our partners.

A sample of other PHA partners include:

- The Chamber Collaborative of the Greater Seacoast
- Home For All
- Operation Blessing
- Good Work
- Granite United Way

- Portsmouth Rotary Club
- Portsmouth Elks Club
- New Frontiers Church
- City of Portsmouth
- Arts and Cultural Commission
- Portsmouth Music and Arts Center
- Gather
- I Got Bridged
- UNH Cooperative Extension
- YMCA
- Families First
- Southern NH Services
- Leadership Seacoast
- Seacoast Mental Health Center
- COAST

And many others.

**14. If chosen, what happens if there is a change in federal [any source of funding] housing grant programs in the next year which eliminates anticipated funding sources for new housing proposals? How do you then approach building this project? In what scenario would you require CIP funding?**

A change in federal resources is virtually inevitable, but PHA is in a unique position to use its existing resource base to enable resiliency in the face of shifting federal priorities. As one of the nation's few Moving to Work PHA's, PHA has earned extraordinary flexibility in the use of its housing resources to enable new development of affordable workforce housing in the city.

To avoid any confusion by the public, we believe it's important to respectfully note that while city staff did state on page 1 of 2 in the Summary of Observations, that PHA concepts included that "financial contribution from the City would be needed if the school building were to be reused." and on page 2 of 2 that PHA's " Various options linked to City of Portsmouth financial contribution", this is not accurate. Given this was repeated during the City Council and Housing Committee Work Session, and then reinforced by staff at the November 21 Housing Committee meeting, we want to be sure the public has the most accurate information about City investments.

PHA did list in the proformas for two conceptual designs a line siting *CIP/HUD 108/TIF/Other* as options to fill funding gaps, but the PHA did not indicate that CIP funding would be needed or is "linked" to any options. While the City of Portsmouth Housing Policy does encourage using CIP funds to enable the development of affordable housing, the PHA has and does and will seek a variety of options for funding, including the 19 different funding sources listed in our RFP response, our conceptual plan does not require any City CIP funding.

In addition, we believe it's also important to mention so as to not cause any confusion by the public, that city staff stating POAH has the capacity to self-fund the project, did not include PHA's capacity to do the same, as evidenced by the fact that PHA did self-fund the development of Ruth Lewin Griffin Place.

We believe it is also important note in order to avoid any confusion with the public that staff stated in its Summary of Observations that POAH "appears to have a greater depth of funding sources", even while PHA listed a higher number of funding sources than did POAH. Additionally, all of POAH's funding sources are also available to the PHA, while HUD Annual Contributions Contracts, and PHA's 10-fold ability to contribute PBV's to the project are only available to the PHA.

A change in federal resources is inevitable, but the PHA is uniquely positioned to adapt, leveraging its existing resources to remain resilient amid shifting priorities. As one of the nation's few Moving to Work PHAs, we have earned significant flexibility in using our housing resources to develop affordable workforce housing in the city.

To clarify, while the Summary of Observations mentions that PHA's concepts include a "financial contribution from the City" and links PHA options to City funding, this is inaccurate. While our proformas listed potential funding sources (*CIP/HUD 108/TIF/Other*) to address any gaps, we did not intend to indicate that City CIP funds would be needed or directly linked to any options. Although the City's Housing Policy encourages the use of CIP funds, our conceptual plan does not require them.

In addition, we feel it is important to mention that while City staff noted that POAH has the capacity to self-fund the project, they did not recognize PHA's capacity, as demonstrated by our self-funding of Ruth Lewin Griffin Place.

Lastly, while staff noted POAH “appears to have a greater depth of funding sources,” the PHA listed the higher number of funding sources between the two developers. In addition to the sources we mentioned, all of POAH’s funding sources are available to the PHA, but only the PHA has access to HUD Annual Contributions Contracts and can contribute 10 times more Project-Based Vouchers (PBVs) to the project.

**16. Finally, for PHA: Your proposal lists a specific preference allowed for artists under Section 42 of the IRS Code. Could you please explain this more?**

The topic of specific preferences (e.g., for artisan housing) in LIHTC affordable housing is complex. As a general rule, the IRS Code Section 42 explicitly requires that a housing unit is only available for tax credits if it is available to "members of the general public". In the Housing and Economic Recovery Act of 2008, Congress amended Section 42 to stipulate that an otherwise eligible property does not fail the general public use test “solely because of occupancy restrictions or preferences that favor tenants: (A) with “special needs,” (B) in a group specified under a federal or state program, or (C) “who are involved in artistic or literary activities.” There has been considerable discussion about broadening the interpretation of the statute to explicitly allow for specific preferences for veterans housing, and there have been numerous successful artist and veterans housing projects completed across the nation.

The establishment of special preferences in affordable housing developments continues to be a subject of policy debate at local, state, and national levels, and any establishment of specific preferences in the new development at Sherburne Road will be subject to negotiation with NH Housing.

PHA has been a pioneer in successfully negotiating such preferences in Portsmouth affordable housing developments, including the establishment of a preference for local employees in the successful workforce housing development.

**17. The cost per unit appears to be \$383,000 in the "L" building. This is 15% lower than POAH's \$449,000 per unit. Please explain how PHA achieves this lower cost.**

While we do not have sufficient information to ascertain the basis for POAH's higher cost, we are cautiously optimistic that our cost projections are both reasonable and sufficient to respond to community standards. Some of the "cost drivers" that might explain POAH's higher TDC/unit include the cost associated with a larger number of buildings, including a larger gross building area, more decentralized mechanical systems, a greater number of windows, siding etc.

While the final design will emerge from the community engagement process, PHA's conceptual plan offers the most cost effective balance between: 1) community goals for a neighborhood feel; 2) the inclusion of key resident amenities (e.g. elevators, community rooms, etc.); 3: energy efficiency, 4) maximizing green space, and 5) the need to respond to cost controls which are heavily considered in the State's allocation of tax credits and scarce resources.

Based upon recent experience in this market area (RLGP, 1035 Lafayette), with local contractors, we believe our estimate of TDC is reliable.

### **18. What are the competitive advantages of PHA for the Portsmouth community in this choice?**

Foremost, the competitive advantage of the PHA to ensure short- and long-term success of this project is our capacity to preserve local control at each stage of the development process, from community-based design through management and preservation. The PHA is governed by an all-volunteer board of Portsmouth residents, who are appointed by the Mayor and approved by the Council. The importance of local control of this valuable public asset cannot be overstated. Through this practice the community of Portsmouth remains centered in the direction and rewards of the project.

Second, the financial and management resources generated through the development process will be retained and reused in our community. These resources are significant and very meaningful to the PHA, and therefore are meaningful to the City as well.

Third, we strongly believe our proposed development concept is the most likely to respond to NH Housing allocation criteria and be awarded the scarce resources necessary to complete the development. We believe that POAH's reliance upon a TDC/unit estimate at the top of NH Housing's cost control standard, while technically feasible, will result in a far less competitive project.

Fourth, no other developer can match PHA's advantage in winning these scarce tax credits because there is a preference in the allocation criteria to award credits to public housing



authorities. There are also points given in the allocation criteria for dedicating a certain number of Project Based Vouchers to the project.

Fifth, PHA's 38 local staff means that all activity relating to the property, from wait list management, to capital improvements, to resident services, to compliance to property management are all handled locally, ensuring the best quality of customer service, resident support, and strategic planning and many other factors remain local.

Sixth, The PHA has been selected to be a part of an elite group of housing authorities nationwide who have been named Moving to Work agencies. This designation allows funding flexibility which allows greater allocation of PHA financial resources to new development activities, and also allows the PHA to commit 100% of our voucher budget authority to new development activities in the city. This is a huge advantage over competitors.

For these reasons, the PHA can score as many as thirteen additional points in the allocation criteria that are not available to other developers. It should be noted that in the 2024 round of tax credit awards, the difference between a project that was funded and the top project that was not funded was 5 points.

## **QUESTIONS FROM HOUSING BLUE RIBBON COMMITTEE MEMBERS**

### **22. Could there be an opportunity for any collaboration with the other finalist?**

Collaboration with POAH or other entities is possible. However, the PHA feels strongly that it is best for this decision to rest with the Portsmouth based public housing authority who can ensure that Portsmouth gets the best value from any collaboration with POAH or others.

### **23. If the school is mothballed, when is the anticipated completion date?**

Please forgive us for not making this suggestion clearer. Given there has been a variety of statements and discussions about the possibility of the school being used for purposes other than housing, along with the desired goal to pursue a housing project in the near term, we believe that the City and other stakeholders will need more time to accommodate

a thoughtful consideration of all these possibilities. Over the past two years, the PHA has spoken with a variety of organizations and individuals about potential interest in the property, as well as others who have offered suggestions. If during the community engagement process and consultation with the City if the school should be considered for an alternate use, perhaps as a community center, child-care center, music school, clinic, makerspace, art gallery, non-profit office space or other uses, construction estimates, building design, funding, risk, organizational capacity, and other factors will be needed before proceeding with a plan other than housing.

We should also note that if we choose to use Historic Tax Credits to fund the preservation of the school, it will be subject to National Park Service review, similar to the McIntyre building and the Portsmouth Senior Center, and twelve months should be added to the development timeline for the school building,

Please excuse any lack of clarity. Given the range of discussions regarding potential alternative uses for the school and the desire to pursue housing in the near term, we believe the City and stakeholders may need more time to thoughtfully consider all options. Over the past two years, the PHA has engaged with various organizations and individuals about their interest in the property and other suggestions.

If, through community engagement and City consultation, the school is considered for a different use—such as a community center, childcare facility, music school, clinic, makerspace, art gallery, nonprofit office, or others—careful consideration will be required. This includes assessing construction costs, building design, funding, risk, and organizational capacity before moving forward with any plan beyond housing.

Additionally, if we decide to use Historic Tax Credits for the school’s preservation, the project will require review by the National Park Service, as with the McIntyre building and Portsmouth Senior Center. This would add approximately twelve months to the development timeline.

The proposed “mothballing” of the school is to accommodate the community will and the timeline will reflect that.

**24. Schools and Families: How does your proposal specifically aim to attract families with children, both in terms of housing design and community amenities?**

To attract families, we will focus on housing design and community amenities that cater to their specific needs. First, we prioritize a larger proportion of 2–3-bedroom units, which are more suitable for families. While rental income per square foot of space is greatest with one-bedroom units, the PHA is committed to providing these larger units, consistent with the needs outlined in our 2022 Market Study.

Family focused amenities include internet access, playgrounds, community gardens, and spaces, structured recreational elements and spaces that encourage social interaction and community bonding. These features are designed to promote neighborhood engagement and provide families with spaces where they can spend time together.

By attaching Project-Based Vouchers (PBVs) to these units, we can make housing more accessible to families with children. This strategy is designed to meet the specific needs of the residents that will occupy the workforce housing and tailored to promote balanced demographics. These include internet access in common areas, playgrounds, community gardens, and spaces like café seating on the rooftop deck, which encourage social interaction and community bonding. These features are designed to promote neighborhood engagement and provide families with spaces where they can relax and spend time together.

Additionally, our resident service coordinators play a key role in supporting families by connecting them with recreational opportunities, resources, and events that improve their quality of life. These coordinators will organize gatherings such as picnics, holiday celebrations, and both entertainment and informational presentations, fostering a sense of community among families and providing opportunities for them to connect with one another.

Overall, our approach combines strategic housing design with thoughtful community amenities and services, creating a welcoming and supportive environment for families with children.

To attract families, we focus on housing designs and community amenities tailored to their specific needs. We prioritize larger 2–3-bedroom units, as outlined in our 2022 Market Study, to ensure families have suitable living spaces. While one-bedroom units offer higher rental income per square foot, the PHA is committed to providing more family-friendly options that meet the growing demand.

Our family-oriented amenities include internet access, playgrounds, community gardens, and recreational spaces designed to encourage social interaction and foster community

bonds. These spaces aim to create a welcoming environment where families can spend time together and engage with their neighbors.

By attaching Project-Based Vouchers (PBVs) to these units, we can make housing more accessible to families with children, ensuring affordability while promoting balanced community demographics.

Additionally, our resident service coordinators play a key role in supporting families by connecting them to resources, recreational opportunities, and events like picnics, holiday celebrations, and informational presentations. This helps build a strong sense of community and provides families with opportunities to connect with one another.

**25. Is there any information supplemental to your original proposal that you would like the City Council to consider?**

The PHA is hugely grateful for the opportunity to join you in this vital project for the City and commend you for a thorough process. In addition to the answers to the questions above, we also want to note:

- It is best for the city of Portsmouth that a city-owned asset be put in the hands of a local public entity accountable to Portsmouth's people in perpetuity.
- There are already over 1,300 households on the PHA waiting list.
- Growing the PHA is the best strategy for meeting long-term housing goals.
- While recruiting an out-of-state developer may be a good strategy if Portsmouth did not have an outstanding, award-winning, accomplished developer, Portsmouth is home to such an organization, and a project at Sherburne School is well within the wheelhouse of the PHA.
- Contrary to City staff comments, consideration should be made to the fact that the PHA has not stated that our concepts require CIP funding, that other developers can self-fund the project while the PHA does not, or that POAH appears to have a greater depth of funding sources is inaccurate.
- The list of local Portsmouth residents who support the PHA is a powerful testament to our qualifications. Many of our peers and community members have spoken before the City Council and Housing Committee, voicing their strong support for the

PHA and their concerns about missing the opportunity to strengthen our capacity to continue serving the City. These supporters include housing executives from neighboring communities, former Portsmouth leaders, professionals from the NH Housing Authority, business leaders, and non-profit partners.

- Our strong relationship with the business community in Portsmouth is a meaningful advantage for the PHA. Evidence of this is that with the Ruth Lewin Griffin Place Workforce Housing Project, over 30 local businesses invested in state CDFA tax credits to support the project, a model that PHA will replicate at the Sherburne School development as well.



## CITY COUNCIL QUESTIONS

### Councilor Andrew Bagley

#### (For Both Firms)

**1) In the past two years, have you encountered any major projects that did not come to fruition or are at significant risk of falling through?**

No. However, all development projects contend with risk. POAH takes a conservative approach, building in risk mitigation strategies at every stage of development - including capital reserves and contingency budgets, internal insurance and risk management expertise, bonding and legal protections, and reliance on proven partners and contractors - which has helped us successfully manage the risks inherent in real estate development to deliver more than 130 completed projects over our 25-year history.

**2) Over the past two years, have any municipalities or partners you've worked with faced substantial costs or expenditures for projects that were not completed or are unlikely to be completed?**

No.

**3) Since the RFP was issued has any leadership staff on your team contacted any city councilors or senior city leadership staff in regards to this project?**

Yes.

**4) If yes to any of the above questions please give a brief detail and description.**

On November 14, 2024, Alyssa Murphy, principal of Placework and a key member of our team, sent an email to Councilor Cook. In her email, Alyssa spoke about her experience working with POAH and her belief that POAH would be a good partner for the City and even potentially for the Portsmouth Housing Authority if the opportunity to collaborate should arise. Alyssa's intention was simply to advocate for our team, which is not well known in Portsmouth and cannot mobilize public support like the Portsmouth Housing Authority. Although we frequently discussed how we could build awareness of our team, Alyssa was not acting at the request of POAH or any other team member - it was simply an earnest, independent attempt to build awareness of who we are. Until the Joint Work Session, we did not know that the City Council would be a deciding body - we understood that to be the role of the Proposal Review Committee. Although Alyssa did not feel that she was acting in violation of any rule, in hindsight we acknowledge that the email should not have been sent and we sincerely apologize.

**Councilor Rich Blalock**  
**(For Both Firms)**

**5) If the school is kept, not the gym, then is it possible to create a neighborhood feel? How does that affect the affordability of the project? (How many units? With how many bedrooms? Rented at what percentage of the AMI?)**

The “Architectural and Site Design” and “Selection Criteria” guidance in the RFP clearly prioritized a neighborhood-scale development plan, so we made that a top priority for our proposal. “Scenario 1A” in our proposal shows a plan in which the school is preserved and converted to housing, the gym is removed and the gym’s footprint is converted to an outdoor community space, and the balance of the site is used for neighborhood-scale new construction and outdoor community spaces. The affordability levels, apartment sizes, bedroom counts, and number of apartments are flexible – Scenario 1A presents one option, but, as indicated in our responses below, many other options are possible. They all involve trade-offs among priorities, but there are many good options. We do not think that the preservation or removal of the gym will significantly affect our ability to create an economically diverse, family-friendly neighborhood.

**6) If the affordable housing and the preservation of the school building, excluding the gym, are the goals of this project, then what is the maximum number of affordable units? How many bedrooms and at what percentage of AMI? What is the estimated cost to build per unit?**

If maximizing the number of apartments is prioritized over a neighborhood scale, we think that the mid-rise options proposed by the PHA and Avesta are good indications that the site can probably accommodate between 100 and 115 apartments, although that number will vary depending on apartment size and the number of bedrooms. Avesta’s projected total development cost of \$415,000 per unit (for the multi-phase 111-unit development) is consistent with our approximate mid-rise cost estimates.

**7) If the aesthetics and the preservation of the school building, excluding the gym, are the goals of this project, then what is the lowest number of affordable units? How many bedrooms and at what percentage of AMI? What is the estimated cost to build per unit?**

If the question is what the fewest number of apartments is to support a financially viable development, it is probably in the range of 30 to 40 apartments financed by a stand-alone 9% LIHTC award. Our guess is that the total development cost would be in the range of \$450,000 per unit, but that would have to be scrutinized before we could estimate a cost with confidence.

**8) Is there any additional information on the inverse relationship of affordability and aesthetics of this project that would be very helpful?**

In POAH's experience, there doesn't need to be a strict inverse relationship between affordability (in terms of rent levels or project cost) and aesthetics - many design choices supportive of attractive, locally appropriate buildings and sites carry no incremental cost, whereas imposing a standard "efficient" building type without careful evaluation of community needs and site dynamics can add costs in the end. That said, all things equal, some aesthetic choices can add cost - for example, increasing complexity of building envelopes or rooflines - but it is often possible to introduce visual interest while retaining fundamentally efficient building envelopes. Lastly, larger projects generally have lower per unit costs than smaller ones within the same construction typology (wood-frame, steel, etc.) because of economies of scale with construction and financing costs and a tendency to have a lower ratio of building envelope to interior space.

**9) Do your current neighbors enjoy living next to your properties?**

POAH owns more than 130 communities. We work hard to be responsible stewards of our properties, and while there will naturally be a range of opinions among our many neighbors, we believe that our properties are liked and valued in their communities. At our community Cocheco Park in Dover, our neighbors are the Dover Police Station and Post Office - so we don't have a good local testimonial. However, we would be happy to try to put you in contact with someone at the Dover Police Department who could give you an honest opinion about how we are as neighbors.

**10) Will there be a property manager on site once completed and occupied?**

Yes, we plan to have a full-time property manager at the property and we would evaluate whether to have a maintenance supervisor at the property full-time or only on certain days of the week. Our goal would be to hire Portsmouth residents for the manager and maintenance positions at Sherburne Road. POAH Communities' regional property supervisor, Robert Plante, is the President of the Granite State Managers Association and lives nearby in Rochester.

**11) Will the tax credits earned from this project be reinvested in the City of Portsmouth?**

The LIHTCs awarded to the development will be sold to an investor and the proceeds will be used to pay for a share of the cost to build the community (it is the "Federal 4% and 9% LIHTC Equity" in the development sources tables included in our proposal). So, yes - the tax credits will be invested directly in this development, which will create homes for residents, new neighborhood amenities, and new tax revenue.



**12) What are your plans for reinvesting in affordable [housing] in Portsmouth in the future?**

Our aspiration is to be a long-term partner for the City of Portsmouth in its efforts to increase housing opportunity for residents. This could be as a developer of other affordable housing in the City, as a development partner with the Portsmouth Housing Authority or other local non-profit housing organizations (e.g. Southeast New Hampshire Habitat for Humanity), or simply as an information source for City staff working on the issue of housing.

**13) What is your relationship with local nonprofits? Is there any potential to partner for a community center in the school building?**

We think there is potential to partner with a local non-profit organization to repurpose the gym into a community resource, as we suggested in “Scenario 1B” in our proposal. We have relationships with several non-profits, primarily through Placework, and we have had informal discussions with the Seacoast Community School and Portsmouth Music and Arts Center about the potential for partnering on a program for the gym space. Although responses from both organizations were positive, they were only indications of willingness to explore these concepts in more detail if the opportunity arises. We are eager to resume these discussions if selected.

**Councilor Kate Cook**  
**(For Both Firms)**

**14) If chosen, what happens if there is a change in federal [any source of funding] housing grant programs in the next year which eliminates anticipated funding sources for new housing proposals? How do you then approach building this project? In what scenario would you require CIP funding?**

The uncertainty of federal, state and local funding is a reality that affordable housing developers live with consistently. We are careful to project funding sources and amounts that we believe will be reliably available. The LIHTC has strong bipartisan support and funding for energy-related programs such as GGRF and HEAR have substantially been distributed to states and subsidiaries, reducing the risk that these funds will be rescinded by the federal government under the incoming presidential administration. We were conservative in our assumptions about funding from Invest NH, NH CDFA, Federal Home Loan Bank and, most notably, from New Hampshire Housing’s capital grant/deferred loan program, which will be operating under a greatly reduced budget compared to 2023 and 2024 (years when its capital subsidy program was unusually rich with ARPA funding).

Despite our conservatism, there is always a possibility that a significant funding source may be reduced or eliminated, or a series of smaller changes in capital markets and funding programs may have unforeseen cumulative effects on development financing plans. POAH has succeeded at developing housing through periods of uncertainty - including the 2008 recession and the COVID pandemic - because we are conservative, we closely manage risk, and we have a strong balance sheet and access to substantial internal funding sources that enables us to fill financing gaps and keep developments moving forward when unexpected conditions arise. We have consistently demonstrated resourcefulness in challenging situations and an ability to build housing despite cost increases, interest rate changes, funding shortfalls, and all manner of obstacles. We hope our track record will give the City confidence that we will be able to navigate the uncertainty ahead, solve the issues that will inevitably arise, and deliver a great community for Portsmouth as promised.

**(POAH)**

**15) For POAH on property management: Who do residents approach if they have a complaint about their property management staff? More specifically, if the on-site management is not handling their complaint/concern in a manner which they approve, how do they escalate the complaint/concern, and is there a local process for residents who struggle to submit written communications? To whom do they appeal decisions?**

POAH Communities has a formal process for complaints, and step-by-step instructions for this process are given to all new residents at move-in. If a resident has a complaint about his or her experience or a specific management staff person, the resident should first notify the property manager. If the complaint is about the manager, or the resident is unsatisfied with the property manager's response, the resident can call the dedicated phone number or email the dedicated address for resident complaints and the POAH Communities regional supervisor will respond within one business day. In the case of Sherburne Road, this would be Robert Plante (Robert lives in Rochester). Most of POAH's New Hampshire residents already have Robert's email and phone number and typically contact him directly when issues arise. Regardless of how the issue is routed, Robert addresses the resident's concern and follows up with the resident after to make sure the issue is resolved. If the resident is still unsatisfied with Robert's response, the resident can call or email POAH Communities' compliance officer in our Boston office and she will respond within one business day. However, this is very rare - Robert is almost always able to resolve resident complaints.

(PHA)

**16) Finally, for PHA: Your proposal lists a specific preference allowed for artists under Section 42 of the IRS Code. Could you please explain this more?**

**Councilor John Tabor**

(PHA)

**17) The cost per unit appears to be \$383,000 in the "L" building. This is 15% lower than POAH's \$449,000 per unit. Please explain how PHA achieves this lower cost.**

POAH note: POAH's \$449,000 per unit cost includes a \$2 million "acquisition cost" for the school that should be excluded (see response to Question #21). The more suitable costs for comparison are \$425,000 per unit for POAH's proposal Scenario 1A apartment mix, or \$443,000 per unit for the alternative scenario described in the response to Question #24, which has an apartment mix consistent with the PHA's proposal.

**18) What are the competitive advantages of PHA for the Portsmouth community in this choice?**

PHA

Sum of Numb er	Column Labels				
Row Labels	1 BR	2BR	3BR	Grand Total	
30%	2	4	6	12	17%
50%	8	13	4	25	35%
60%	6	9	4	19	27%
80%	7	6	2	15	21%
<b>Grand Total</b>	<b>23</b>	<b>32</b>	<b>16</b>	<b>71</b>	

Sec 8 & PBV	13
50% or below	52%
Above 50%	48%
60% or below	79%

**(POAH)**

**19) As the chart shows below, POAH's units are concentrated in the 60% of AMI range. Is a program with 10 units moved from 60% of AMI to 50% possible? Or if this is not germane, why not?**

It is possible and we would be happy to explore this scenario. The trade-off associated with moving 10 apartments from 60% AMI to 50% AMI is that the development would not be able to support as large of a 1<sup>st</sup> mortgage because the development's rent potential would be less. We estimate that changing 10 apartments from 60% AMI to 50% AMI would reduce our underwritten first mortgage by about \$400,000, which we would need to make up elsewhere. Possible sources include adding project-based Section 8 vouchers to some of the 50% AMI apartments or slightly increasing the number of 80% of AMI apartments, although most likely we would seek additional funding from New Hampshire Housing or another of the development's subordinate lenders. We are confident that the development's funders would be open to increased funding in exchange for deepening affordability.

**20) What are the competitive advantages of POAH for the Portsmouth community in this choice?**

**Staff capacity.** We understand the importance of this development and the imperative given the work that needs to be done before the New Hampshire Housing application due date next year. We have no competing pipeline in New Hampshire or funding requests at New Hampshire Housing, and we have a deep and experienced team of development project managers and the staff bandwidth to begin moving immediately. Our development team is supported by our in-house Performance & Building Design and Construction Management teams, which bring significant expertise in sustainable design, budgeting and cost management.

**Financial capacity.** POAH has substantial sources of flexible, low-cost funding that benefit our developments: we self-fund predevelopment and robust community engagement, we reduce construction interest costs with internal financing, we get the best terms and pricing from lenders and tax credit investors, and - most importantly - we keep developments moving forward when funding gaps arise.

**Sustainable building expertise.** POAH is a leader in sustainable building and one of the most experienced builders of Passive House communities in the affordable housing field. There is a learning curve with building to a highly sustainable/Passive House standard. We know how to do it, we know how to educate general contractors to perform, and we know how to access the funding programs to finance highly sustainable development.

POAH

**Sum of Number Column Labels**

<b>Row Labels</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>Grand Total</b>	
60%	18	20	3	41	50%
80%	10	12	1	23	28%
30-50%	7	7	4	18	22%
<b>Grand Total</b>	<b>35</b>	<b>39</b>	<b>8</b>	<b>82</b>	

Sec 8 & PBV 18

50% or below 22%

Above 50% 78%

60% or below 72%

## QUESTIONS FROM HOUSING BLUE RIBBON COMMITTEE MEMBERS

(POAH)

**21) Land lease with city plus a contingency to lease the school separately for tax credit reasons. What does this mean from a funding perspective, what is your expectation of the difference between a land lease and building lease? What are the implications with respect to funding?**

If a building is purchased and re-used in a LIHTC development, the purchase price of the building is included in the development costs that generate 4% LIHTCs. (The cost of land cannot be included.) For example, if a developer purchased the Sherburne site from the City for \$5 million and an appraiser determined that the school structure's share was \$2 million, the \$2 million acquisition cost of the school could be included in the development budget and would generate approximately \$720,000 of LIHTC equity (using round numbers and a price per credit of \$1.00 for simplicity).

In the case of the Sherburne Road development, the City intends to convey the land and school building through a long-term ground lease rather than a sale, and for a nominal cost rather than its market value. This is because the City wants to retain long-term control of the property and any non-nominal acquisition or ground lease price would create new funding needs for the development. (In the example above, even though the acquisition generates \$720,000 of LIHTC equity, this only offsets a fraction of the \$5 million acquisition price and the acquisition is still a net financial cost to the development.)

However, because we would like to re-use the school for housing and because the school has some inherent value, we suggest a structure that would enable us to generate LIHTCs on the school's value without creating an actual cost to the development (or to the City).

The first issue to resolve is the lease structure. Luckily, a 99-year ground lease is considered a sale for tax purposes, so the lease is essentially the same as a sale for us. The second issue is the cost. We could structure a lease of the land and building with an up-front lease payment to the City equal to the appraised value of the land and school. Using the example, the up-front lease payment would be \$2 million for the school building and \$3 million for the land, or \$5 million total. The third issue is how to avoid creating an actual cost to the development. If the City simultaneously gives the development a "seller financing" loan equal to the \$5 million up-front lease payment, the City creates an offsetting funding source for the cost and no money is actually

exchanged. The City leases the land and building to the development for a \$5 million up-front lease payment, gives the development a loan for \$5 million (the City pays itself - no cash is exchanged), and the development gets to include the appraised \$2 million value of the school building in the development budget and generate \$720,000 of LIHTC equity without having to incur a cost.

**22) Could there be an opportunity for any collaboration with the other finalist?**

We would welcome collaboration with the Portsmouth Housing Authority.

**(PHA)**

**23) If the school is mothballed, when is the anticipated completion date?**

**(For Both Firms)**

**24) Schools and Families: How does your proposal specifically aim to attract families with children, both in terms of housing design and community amenities?**

We hope to bring families to the new neighborhood at Sherburne Road by creating housing that is attractive to families. Our 2-bedroom apartments are in neighborhood-scale 3-story buildings and our 3-bedroom townhouse apartments mimic single-family housing with front porches and yards. Our experience as an owner and operator of many types of apartment communities is that families - particularly in suburban locations - tend to prefer the quality of life in a garden-style community versus an elevator building.

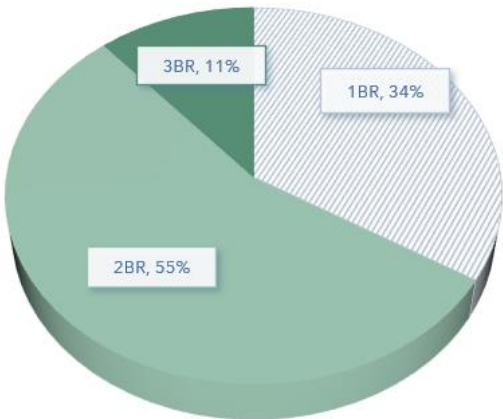
We propose to anchor the neighborhood with several family-focused community amenities, such as a playground, splash pad and community garden. We hope to support the families living at Sherburne Road with POAH's award-winning Community Impact resident services focused on financial literacy, household budgeting and career development, and we will explore the possibility of preserving the school gym for conversion into a recreation area for residents or potentially a childcare center.

In the Joint Working Session on November 14<sup>th</sup>, we heard an emphasis on the importance of family-friendly housing - specifically 3-bedroom apartments - and some voiced a desire for POAH's development plan to provide a greater proportion of larger apartments for families.

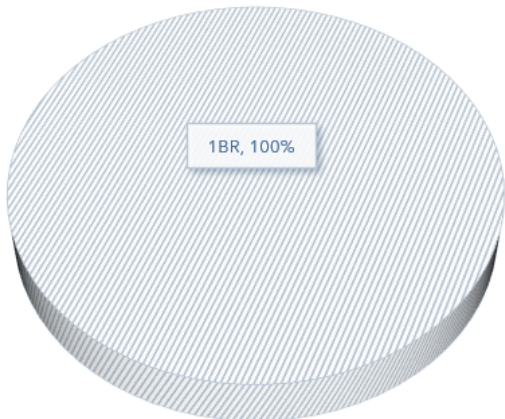
We appreciate this feedback, and before offering some ideas we would like to explain our proposed apartment mix in greater detail. We understood the importance of larger

apartments for families, which was conveyed in the RFP, in the *Places to Live* study, and the *2022 Housing Market Study*. However, we also recognized that the Sherburne School building is particularly suitable for senior housing, which is another housing need frequently mentioned in the *Places to Live* and the *Housing Market Study*. Consequently, we conceptualized the 11 apartments in the re-used Sherburne School as senior housing and the 71 apartments in the new construction buildings as family housing. The composition of apartments is different for each of these potential resident communities. The senior housing in the school is 100% 1-bedroom apartments because the existing layout of the school is conducive to 1-bedroom apartments and small apartments are often most suitable for senior households. The composition of the 71 family-focused apartments is 34% 1-bedroom, 55% 2-bedroom, and 11% 3-bedroom. This ratio is consistent with the Massachusetts state housing finance agency’s preferred mix for family housing and is the apartment mix we often target for our new developments. It prioritizes larger apartments while recognizing the need for smaller apartments and the financial challenges of building a community with a substantial proportion of 3-bedroom apartments.

**FAMILY HOUSING - NEW CONSTRUCTION**



**SENIOR HOUSING - SCHOOL**



The family-focused component of the development is majority 2- and 3-bedrooms but with a mix that offers options for smaller households and is mindful of cost, whereas the senior-focused component of the development takes advantage of a building that is naturally suited to conversion senior housing.

However, as we’ve emphasized, these ideas are just a starting point for establishing goals and priorities with the City and the neighborhood. If there is a desire for a greater proportion of 2- and 3-bedroom apartments, we will adapt our plans. There will be trade-offs among all scenarios, and our objective will be to achieve the best balance between the number and size of apartments versus the cost and available space, all of



which have important effects on development viability.

To test one possible option and some of the associated trade-offs, we adapted our "Scenario 1A" site plan from our proposal to include more 3-bedroom apartments and a greater overall proportion of 2- and 3-bedroom apartments. We targeted a mix of 35% 1-bedrooms, 40% 2-bedrooms, and 25% 3-bedrooms, which is consistent with the Portsmouth Housing Authority's final mix over two phases.

#### *Trade-Off #1: How Space is Used*

The first trade-off decision is about how to use the available space on the site. In our proposal site plans, we tried to deliver great community open spaces and sufficient parking for the site's suburban location. Increasing the proportion of larger apartments means that we can either maintain the open space and parking by reducing the total number of apartments (the building footprints stay the same and because we are creating larger apartments, we can fit fewer total apartments within those footprints), or we can maintain the number of apartments by growing the building footprints and reducing open space and/or parking. (An alternative is to build taller buildings. It's an option we would absolutely consider - mid-rise elevator buildings offer a greater housing-to-land yield and are slightly less expensive to build - but at this initial stage we felt that the RFP clearly prioritized lower-scale buildings and that we had to do our best to respect this community preference; please see our response to Question #25 for more discussion on this topic.)

Regarding this first trade-off, the answer was easy. We believe that the development needs to be at least 80 apartments, so we would need to grow building footprints and reduce outdoor space rather than reduce unit count. Not only is density clearly a priority of the City and Housing Committee, it is important for maximizing state funding: a development financed by a "twin" 4% and 9% LIHTC structure should be at least 80 units to be competitive. New Hampshire Housing requires that 4% LIHTC developments contain at least 55 apartments, and 9% LIHTC developments with fewer than 30 apartments become less competitive for a full allocation of credits. Consequently, we aim for 85 apartments (55 apartments for the 4% LIHTC component and 30 apartments for the 9% LIHTC component) and believe that 80 apartments is a minimum for the state funding we have proposed.

Fortunately, we think the site can accommodate larger footprints without serious reductions to open space or parking. We tested this by modestly lengthening and widening our garden style "stacked flats" buildings and converting 1- and 2-bedroom apartments to 3-bedroom apartments. We think this will add approximately 6,500 SF of new interior space, reducing outdoor space by the same amount. We can achieve most

of this by slightly reducing the green spaces between the buildings in the lower section of the site with no effect on parking.

The adapted site plan and a new apartment mix table are presented below and are also attached.

	80% AMI Units	60% AMI Units	30-50% AMI Units	Total Units	% Total
1BR	10	10	7	27	33%
2BR	11	18	7	36	43%
3BR	1	15	4	20	24%
Total Units	22	43	18	83	100%
% Total	27%	52%	22%		

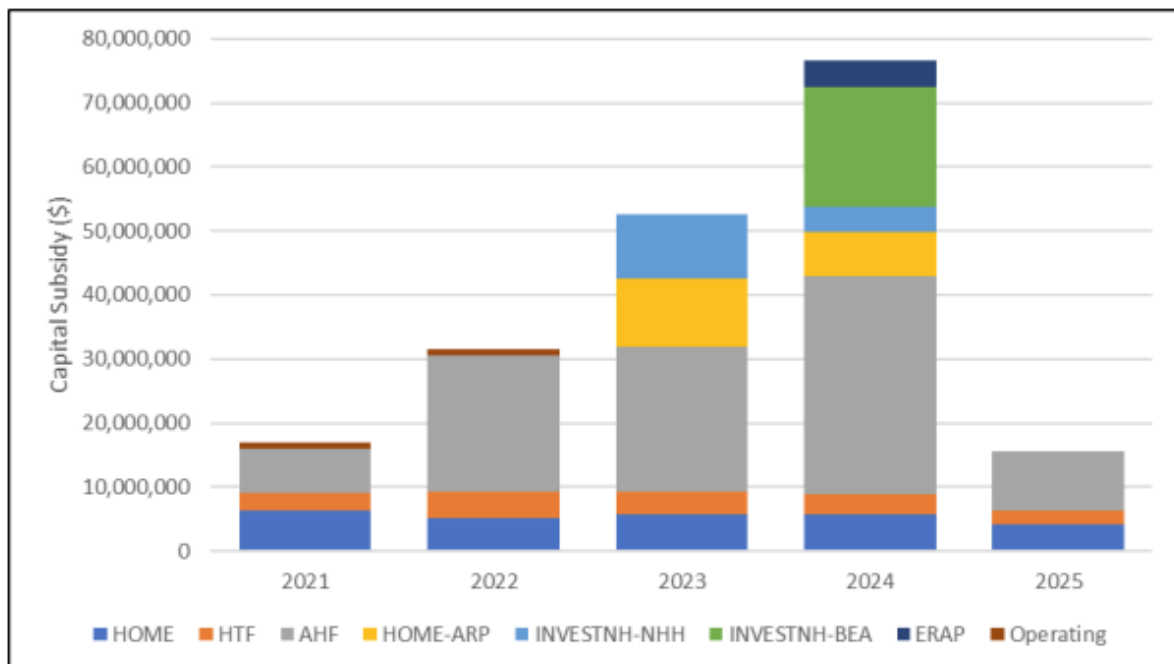


*Trade-Off #2: Financial Viability*

The second trade-off is about financial viability. Larger apartments cost more to build: not only are they simply larger, 3-bedroom apartments will contain the added cost of an additional half or full bathroom. But because state funding sources are often fixed on a per unit or per development basis and do not scale up with cost, developments with a larger proportion of family-sized apartments can be more challenging to finance. They cost more per unit, but funding sources don't increase proportionally.

We estimate that the cost to build the additional square footage to accommodate larger apartments would add approximately \$2.0 million to our development budget. Thirty to 40% of this additional cost could be funded by increased LIHTCs; the remainder would likely have to be funded by an increase in New Hampshire Housing capital subsidy. Our "Scenario 1A" proposal budget assumed \$2.5 million (\$30,500 per unit) of capital subsidy from New Hampshire Housing, which is consistent with New Hampshire Housing's 2023-2024 average per unit funding award (\$33,000 per unit) for developments using a "twin" LIHTC structure. It is less than the average gross dollar award of \$4.3 million, but we wanted to be conservative since New Hampshire Housing anticipates a reduction in available capital subsidy relative to recent years. An excerpt from New Hampshire Housing's FY2025 Program Plan below illustrates how 2025 and beyond may look compared to 2023 and 2024.

**Exhibit 1 – State and Federal Capital Subsidy, 2021-2025**



An additional \$1.3 would bring our total New Hampshire Housing capital subsidy request to \$3.8 million (\$46,000 per unit). This is more than the recent per unit average award for “twin” LIHTC developments, and while it is still below the average 2023-2024 gross dollar award and therefore not an unreasonable assumption, we would need to further evaluate this assumption in the context of New Hampshire Housing’s more austere capital subsidy budget. However, one of POAH’s strengths is our ability to assemble funding and we think it is possible that there are other funding sources that could help cover some of the incremental cost of larger apartments, so we feel that this plan is potentially viable and worth further consideration.

Schedules of sources & uses showing the adapted Scenario 1A plan versus the proposal Scenario 1A plan are presented on the next page (note: our adapted Scenario 1A plan increased by one apartment to 83 total apartments versus our proposal Scenario 1A plan with 82 apartments).

**Proposal Scenario 1A (82 Units)**

<b>Sources of Funds</b>	<b>Total</b>	<b>Per Unit</b>
New Hampshire Housing - TE Bonds & Taxable Loan	10,199,362	124,382
New Hampshire Housing - Deferred Loan	2,500,000	30,488
InvestNH - Capital Grant	500,000	6,098
FHLBB - AHP	500,000	6,098
NH CDFA - Tax Credits	450,000	5,488
City of Portsmouth - Lessor Note	2,000,000	24,390
Equity - Federal 9% and 4% LIHTC: \$0.89 per credit	16,398,519	199,982
Equity - ITC & 45L: \$0.89 per credit	654,150	7,977
Equity - Federal HTC: \$0.80 per credit	592,727	7,228
DOE - Energy Grants	1,148,000	14,000
Deferred Developer Fee	1,902,974	23,207
<b>Total Sources of Funds</b>	<b>36,845,733</b>	<b>449,338</b>

<b>Uses of Funds</b>	<b>Total</b>	<b>Per Unit</b>
Acquisition	2,000,000	24,390
Construction	25,608,000	312,293
Soft Costs	4,829,461	58,896
Reserves	879,897	10,730
Paid Developer Fee	1,625,400	19,822
Deferred Developer Fee	1,902,974	23,207
<b>Total Development Cost</b>	<b>36,845,733</b>	<b>449,338</b>
<b>Total Development Cost excl. Acquisition</b>	<b>34,845,733</b>	<b>424,948</b>

**Adapted Scenario 1A (83 Units) - More 3BR Apartments**

<b>Sources of Funds</b>	<b>Total</b>	<b>Per Unit</b>
New Hampshire Housing - TE Bonds & Taxable Loan	10,323,706	124,382
New Hampshire Housing - Deferred Loan	3,800,000	45,783
InvestNH - Capital Grant	500,000	6,024
FHLBB - AHP	500,000	6,024
NH CDFA - Tax Credits	450,000	5,422
City of Portsmouth - Lessor Note	2,000,000	24,096
Equity - Federal 9% and 4% LIHTC: \$0.89 per credit	16,899,563	203,609
Equity - ITC & 45L: \$0.89 per credit	658,600	7,935
Equity - Federal HTC: \$0.80 per credit	592,727	7,141
DOE - Energy Grants	1,162,000	14,000
Deferred Developer Fee	1,902,974	22,927
<b>Total Sources of Funds</b>	<b>38,789,571</b>	<b>467,344</b>

<b>Uses of Funds</b>	<b>Total</b>	<b>Per Unit</b>
Acquisition	2,000,000	24,096
Construction	27,366,900	329,722
Soft Costs	4,986,316	60,076
Reserves	891,780	10,744
Paid Developer Fee	1,641,600	19,778
Deferred Developer Fee	1,902,974	22,927
<b>Total Development Cost</b>	<b>38,789,571</b>	<b>467,344</b>
<b>Total Development Cost excl. Acquisition</b>	<b>36,789,571</b>	<b>443,248</b>

This is only one potential scenario, but it illustrates that increasing the proportion of 2- and 3-bedroom apartments is possible and that while the decision must include trade-offs, a solution exists. We're confident that we can design a community that appropriately addresses the City's family housing needs, provides excellent open space and community amenities, and remains financially viable. We're excited to begin better understanding priorities in discussion with the City and the neighborhood and developing scenarios for public feedback.

**25) Is there any information supplemental to your original proposal that you would like the City Council to consider?**

During the Joint Working Session on November 14<sup>th</sup> and the Housing Blue Ribbon Committee's meeting on November 21<sup>st</sup>, we heard several members raise concerns about the financial feasibility and cost of construction associated with the garden-style apartments we proposed. We would like to respond to those concerns.

We proposed a garden-style, neighborhood-scale community because the RFP clearly stated a preference for a development that is "compatible with the character of the neighborhood" and features "multiple small scale buildings rather than a large, single structure." This is the first public input that we received, so to speak, so we made it our goal to propose a financially feasible concept that was as consistent as possible with this priority. Unless we determined that there were significant feasibility issues with a lower-scale development, we felt that to propose a larger-scale building would contradict the clear preference of the RFP and would seem to disregard the initial input we had been given. We are committed to listening and responding to guidance, and this was our first opportunity to do so.

We believe that a neighborhood-scale development is financially feasible. We are realistic about our financial assumptions: we stayed within New Hampshire Housing's cost caps, we adhered to the minimum unit criterion for a "twin" 4% & 9% LIHTC award, and we were conservative about New Hampshire Housing capital subsidy given its future funding outlook. We are also realistic about costs. While our proposed total development cost (TDC) of approximately \$450,000 per unit may appear high, our budgeted \$2 million acquisition cost for the school building should be excluded since this is not a cash expense - it is a "paper transaction" intended only to generate more LIHTCs (see our response to Question #21). Once this cost is removed, our TDC per unit is approximately \$425,000, which is slightly less than the TDC per unit for Penrose's garden-style community (\$448,000 per unit) and slightly more than the TDC per unit for Avesta's mid-rise buildings (\$413,000 per unit). We caution that at this early stage, cost estimates are very conceptual and should not be interpreted as having a high degree of

certainty, but we are confident that our costs are realistic.

POAH has built hundreds of apartments in both garden-style and mid-rise buildings and in our experience the premium to build efficient, well-designed garden-style apartments is about 10% to 15% for the construction hard costs, which translates to 10% or less for total development costs (because many soft costs, reserves, overhead and fees do not change depending on construction type). We confirmed this with several experienced general contractors including North Branch Construction, Dellbrook JKS, and Penobscot General Contractors (who is currently building a highly comparable garden-style community in Portland Maine for POAH). If the City and community prioritize lower cost over smaller scale buildings, we would be happy to consider a community based on larger, mid-rise building types. For reference, we estimate that if we built our Scenario 1A apartment mix as a mid-rise elevator building, we would have a total development cost of approximately \$400,000 per unit; we estimate that a mid-rise building with an apartment mix with more 3-bedrooms consistent with the PHA's proposal (as described above in our response to Question #24) would have a total development cost of approximately \$417,000 per unit.

We don't only think about hard costs and total development costs, though. We also think about intangible things such as community resistance, delays and distrust if people feel their preferences are not being acknowledged. These create real costs that can be hard to quantify at the beginning of a project but significant in the long run. So, although a garden-style community will likely cost more to build, because we believe it is financially feasible we did not feel that the cost premium was sufficient to outweigh what we perceived to be a strong preference in the RFP for a neighborhood-scale community. Our proposal design is our first attempt to respond to the guidance we were given; we hope it shows that we're listening, and we are open and excited to adapt our plans to new priorities and alternative strategies as different perspectives emerge.





Supplement to Question #24  
Scenario 1A - adapted for more 3BR apartments

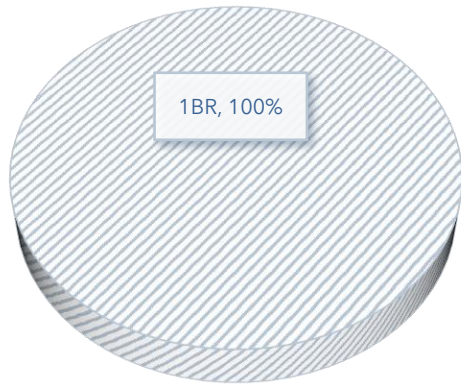


**Supplement to Question 24**

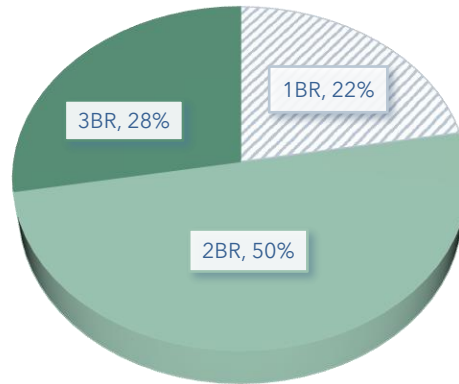
**Scenario 1A - adapted for more 3-bedroom apartments**

	Size (Sq Ft)	Market Rent	80% AMI Middle Income Units	Rent	60% AMI Units	Rent	30-50% AMI Sec 8 PBV Units	Rent	Total Units	% Total
1BR	600	\$2,500	10	\$1,753	10	\$1,344	7	\$1,603	27	33%
2BR	850	\$3,000	11	\$2,102	18	\$1,612	7	\$1,933	36	43%
3BR	1,220	\$3,500	1	\$2,428	15	\$1,862	4	\$2,475	20	24%
Total Units & GPR			22	\$516,920	43	\$844,699	18	\$415,824	83	100%
% Total			27%		52%		22%			

SENIOR HOUSING - SCHOOL (11 UNITS)



FAMILY HOUSING - NEW CONSTRUCTION (72 UNITS)



TOTAL SITE (83 UNITS)

