



Portsmouth NH City Council

Municipal Complex, Eileen Dondero Foley Council Chambers, Portsmouth, NH

Monday, February 2, 2026 at 7:00 pm

Register to participate via Zoom. A unique meeting ID and password are provided once you register. To register, click on the link below or copy and paste into your web browser:

https://us06web.zoom.us/webinar/register/WN_B-daQuc5TB-llgdgzE18eA

Anticipated Non-Public Session

6:00 PM – Anticipated Non-Public Session is being held in Conference Room A in Accordance with RSA 91-A:3, II (d), (e) & (I)

Agenda

- 1. Work Session**
- 2. Public Dialogue Session (when applicable)**
- 3. Call to Order (7:00 pm or thereafter)**
- 4. Roll Call**
- 5. Invocation**
- 6. Pledge of Allegiance**
- 7. Acceptance of Minutes**
 - A. Acceptance of Minutes – November 17, 2025; December 8, 2025; December 22, 2025; and January 5, 2026 (**Sample motion – move to accept and approve the minutes of the November 17, 2025; December 8, 2025; December 22, 2025; and January 5, 2026 City Council meetings**)
- 8. Recognitions and Volunteer Committee Reports**
 - A. Proclamation for Black History Month

9. Public Comment Session

This session shall not exceed 45 minutes; participation may be in person or via Zoom

10. Public Hearings and Vote on Ordinances and/or Resolutions

(There are no Public Hearings and Votes on Ordinances and/or Resolutions this evening)

11. City Manager's Items Which Require Action

- A. *Request for Water and Sewer Enterprise Fund Rate Model Study Follow Up Work Session
- B. Purchase and Sale Agreement for the Greenland Well
- C. Renewal and Update to the Municipal Alliance for Adaptive Management (MAAM)

12. Consent Agenda

- A. Letter from Ken La Valley, Out of the Darkness Walk, requesting permission to hold the Out of the Darkness Walk on Saturday, September 19, 2026 at 9:00 a.m.
(Anticipated action – move to refer to the City Manager with Authority to Act)

13. Presentations and Written Communications

- A. Email Correspondence (*Sample motion – move to accept and place on file*)
- B. Letter from Mellissa Walls, Maeve's Mobile Cocktail Hour & The Vagabond's Faire, requesting permission to hold a Night Market at Bohenko Park from 6:00 p.m. – 11:00 p.m. seeking suggested date
- C. Letter from Mark Alesse regarding adjustments to the parking ordinance (*Sample motion – move to refer to the Parking & Traffic Safety Committee for report back*)

14. Mayor McEachern

- A. Appointments to be Considered:
 - Appointment of Sarah Illingworth as an Alternate to the Arts & Cultural Commission
 - Appointment of Mary Claire Rodriguez-Abbott to the Portsmouth Energy Advisory Committee
 - Appointment of Heather Krans to the Public Art Review Committee
 - Appointment of Christopher Clement, Sr. to the Trustees of Trust Funds
- B. *Appointments to be Voted:
 - Reappointment of Jeffrey Cooper to the Arts & Cultural Commission
 - Appointment of Demi Dubois to the Arts & Cultural Commission

- Reappointment of Eli Kaynor to the Arts & Cultural Commission
- Appointment of Hope Anderson Puzzo to the Arts & Cultural Commission
- Appointment of Margherita Giacobbi as an Alternate to the Arts & Cultural Commission
- Appointment of Joshua Cyr to the Economic Development Commission
- Appointment of Jason Goodrich as an Alternate to the Economic Development Commission
- Appointment of Amy Dutton to the Cemetery Committee
- Appointment of Jennifer Merriam to the Cemetery Committee
- Appointment of Susan Sterry to the Municipal Building Blue Ribbon Commission

C. Acceptance of Resignation of Ellen Fineberg from the Public Art Review Committee
(Sample motion – move to accept with regret the resignation of Ellen Fineberg from the Public Art Review Committee and to send a letter thanking Ellen for her service to the city)

D. 2026-2027 City Council Goal Categories, Summaries, and Strategic Objectives

15. City Council Members

A. Councilor Tabor

1. *FY27 Budget guidance from the City Council, and request for report back on open positions, retirements, and possible efficiencies from these (with work session at City Manager's discretion)

B. Councilor Hopkins

1. *Discussion and direction regarding next steps to improve childcare access and quality in Portsmouth, including the formation of a city led, cross-departmental working group and exploration of employer supported childcare models in partnership with the Chamber and local businesses
2. *Discussion on cross-committee collaboration and integration: exploring low burden ways to coordinate committee work, share insights, and ensure sustainability considerations are reflected across city actions

16. Approval of Grants/Donations

- A. Approval of Donation from Paul Gormley and Kimi Iguchi for the Portsmouth Fire Department - \$1,000

17. City Manager's Informational Items

(There are no items under this section of the agenda this evening)

- 18. Miscellaneous Business Including Business Remaining Unfinished at Previous Meeting**
- 19. Adjournment (at 10:30 pm or earlier)**

*Indicates verbal report with no attachments

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

CITY COUNCIL MEETING

MUNICIPAL COMPLEX

DATE: MONDAY, NOVEMBER 17, 2025

PORTSMOUTH, NH

TIME: 7:00PM

Assistant Mayor Kelley moved to close the Non-Public Session and seal the minutes. Seconded by Councilor Lombardi and voted.

III. CALL TO ORDER

Mayor McEachern called the meeting to order at 7:04 p.m.

IV. ROLL CALL

PRESENT: Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Blalock, Bagley, Moreau, and Lombardi

V. INVOCATION

Mayor McEachern asked everyone to join in a moment of silent prayer in remembrance of Michael Edwards.

VI. PLEDGE OF ALLEGIANCE

Cub Scout Den #166 led in the Pledge of Allegiance to the Flag.

Councilor Cook moved to suspend the rules and bring forward Item VIII. 1.Recognitions and Volunteer Committee Reports, 1. Port City Soccer and Recognition of Team Championships. Seconded by Assistant Mayor Kelley and voted.

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

1. Port City Soccer and Recognition of Team Championships

Mayor McEachern addressed the audience stating we have some celebrating tonight, in honor of the Portsmouth City Soccer Club. We are delighted to honor five Portsmouth City teams as New Hampshire Soccer League State Champions, following their outstanding performance in the Championship Tournament that was held November 1st and 2nd in affiliation with US Youth Soccer. Founded in 1997, Portsmouth City Soccer Club has grown to include over 450 youth players from Portsmouth, Newington, New Castle, Greenland, and Rye -- across 32 teams -- compete in the spring and fall seasons. They play their home games on the Community Campus turf and Alumni-Wentworth fields. As their coaches attest, "Portsmouth City Soccer fosters a love of the game by encouraging skill development, teamwork, and sportsmanship"

We'll congratulate each of the five teams as we present them with the Mayor's Award.

- A. Portsmouth U11 Girls Black Team Champions – Mayor McEachern and the City Council recognized the Portsmouth U11 Boys Maroon Team Champions with a record of 8-2, Coaches: Chad Hillen, Audrey LaBarre, Mihail Miletkov, Matthew Neill. Players: Alexandra Ngarukiye, Anastasija Miletkova, Anna Clark, Avery Wallaert, Charlotte Neill, Claire Rabidoux, Ella Dennen, Emily Parrella, Madelyn Hillen, Moxy LaBarre-Gurski, and Nora McLaughlin accepted the Mayor's Award with thanks and appreciation.
- B. Portsmouth U11 Boys Maroon Team Champions – Mayor McEachern and the City Council recognized the Portsmouth U11 Boys Maroon Team Champions with a record of 6-2-1, Coaches: Kevin McKenney, Chad Hillen. Players: Nelson Doe, Brennan Henley, Mason Hillen, Wells Lavoie, Grayson Mangano, Douglas McCafferty, Tyler McKenney, William Osborn, Brigsby Parsons, Edward Schoengold, Cody Shultz, Cedric Thomas accepted the Mayor's Award with thanks and appreciation.
- C. Portsmouth U12 Girls Black Team Champions – Mayor McEachern and the City Council recognized the Portsmouth U12 Girls Black Team Champions with a record of 8-0-1, Coaches: Kristen Trueworthy, Dan Jalbert, Jason Demers. Players: Aida Vitali, Akira Hobert, Avery Brewer, Breigh Cook, Brooklyn Trueworthy, Cecelia Walker, Harper Boorman, Louise Tanguay, Lucia Armellino, Mila Berkowitz, Ruby Robichaud, Zoe Demers, Claire Medros accepted the Mayor's Award with thanks and appreciation
- D. Portsmouth U12 Boys Black Team Champions – Mayor McEachern and the City Council recognized the Portsmouth U12 Boys Black Team Champions with a record of 8-0-1, Coaches: Adam Hermon, John Tittle. Players: Sam Carter, Ethan Cloutier, Isak Cloutier, Connor Hermon, Grady Maloney, Carter Perry, Bennett Smith, Deacon Souza-Underwood, Teddy Tittle, Jackson Clark, Iian Dunn Bolanos accepted the Mayor's Award with thanks and appreciation

Mayor McEachern spoke to citizens just joining the City Council meeting stating informing them of the difference between Public Comment session and Public Hearing, he said that anyone who signed up for the Public Hearing will have an unlimited time to speak.

PROCLAMATION – CreativeMorning PKX Day

Mayor McEachern read the Proclamation declaring November 17th, CreativeMorning PKX day, in celebration of the 10th anniversary of CreativeMorning PKX chapter and in recognition of its enduring commitment to creativity, community, and the power of connection. Reminding all citizens to continue to gather, listen, create, and grow together. Members of the PKX Community accepted the proclamation with thanks and appreciation.

VII. ACCEPTANCE OF MINUTES – SEPTEMBER 8, 2025, AND SEPTEMBER 24, 2025.

Assistant Mayor Kelley moved to approve and accept the minutes of the September 8th and September 24th City Council meetings. Seconded by Councilor Denton and voted.

IX. PUBLIC COMMENT SESSION (*This session shall not exceed 45 minutes*) – (*participation may be in person or via Zoom*)

Wyatt James spoke on the topic of New Franklin School through a letter read by his mother Kim James. Mrs. James spoke on behalf of her son's fourth grade classmates at New Franklin School and the need for renovations and current structure not being conducive to the student population.

Kim James spoke on the topic of New Franklin School and the structural malfunctions.

Nellie Clark spoke on the topic of New Franklin School and the need for renovations. She spoke to having three children who have attended. Ms. Clark noted the structural malfunctions and facilities issues. Additionally, noting the increased need for more athletic space, and how the other elementary schools in Portsmouth have received upgrades.

Elyse Gallo spoke to Fees and Staggered Terms of our City Officials'. Ms. Gallo asked for consideration of staggered terms for election officials to tailor fairness and mitigate impact fees to offset taxes.

Francesca Marconi Fernald (Police Commission) spoke to the news of the Police Department and a new facility and believes our Police Department is treated unfairly.

Petra Huda spoke to a change in reporting stating that financial reporting school governmental transparency. She spoke about not entering new budget season without holding or knowing appropriate GFOA reporting. She stated that liability matters and emphasized transparency for reporting, reliability timing concerns. Ms. Huda said that the city has failed to post financial reporting standards since last February.

Chris Dwyer (Arts and Cultural Chair) spoke to Bohenko Park Sculpture and provided an explanation on the materials of the structures, she reported that the Public Art Review Committee is working with the Department of Public Works and fundraising opportunities.

Linnea Grim (Arts and Cultural Commission Co-Chair) spoke to the Arts and Cultural Banner Program and how this program will contribute to the city's economy.

X. PUBLIC HEARINGS AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

First Reading of Ordinance:

- A. First Reading of Ordinance amending Chapter 1 – Administrative Code, Article IV – Commissions and Authorities, Section 1.414 – Establishing a Permanent Energy Advisory Committee
 - PRESENTATION
 - CITY COUNCIL QUESTIONS

- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Councilor Cook moved to pass first reading and schedule a public hearing and second reading at the December 8, 2025, City Council meeting. Seconded by Assistant Mayor Kelley and voted)

Councilor Tabor spoke to the premises that the ordinance will make the Energy Advisory Committee permanent. He spoke to the benefit of the city will be oversight of community power program as well as continued efforts and research towards solar arrays on Jones Avenue and energy efficiencies in both municipal government and the community.

Mayor McEachern asked if the expected makeup of the board would be subject to change or would the makeup remain the same.

Councilor Tabor confirmed that there are two committee members with utility background, both with Eversource background, one being retired. He mentioned that he feels it would be a good idea to put into the ordinance, a requirement to have one member who has an affiliation with public utility.

Councilor Cook stated that she has served on the Blue Ribbon Committee with Councilor Tabor for the past four years, stating that the city cannot duplicate the expertise level offered on this committee and that the City Council would be wise to establish this as a permanent committee.

Councilor Blalock thanked Councilor Tabor for bringing this forward. He expressed how there is always concern as the city has many boards, committees and commissions but does foresee this to be a problem as energy will continue to be a challenge for Portsmouth residents and Portsmouth as a City.

Motion passed unanimously.

Public Hearing of Capital Improvement Plan:

B. PUBLIC HEARING on FY2027 – FY2032 Capital Improvement Plan

- **PRESENTATION** (*Presentation was held at the November 12, 2025 Work Session*)
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Deputy City Manager of Finance & Administration, Lunney addressed Mayor McEachern and City Council members with a report back on some answers to outstanding questions proposed at the end of November 12, 2025, Capital Improvement Plan (CIP) Work Session. Deputy City Manager of Finance & Administration Lunney stated that the New Franklin School upgrades project is in the proposed CIP. He spoke to Artist Live/Workspace to study deliverables and value through agreement of the possibility of work being done by staff. In a conversation earlier today, it was confirmed that neither staff nor committee members have specific expertise in this area to perform such a study. Deputy City Manager Finance & Administration Lunney stated that there is expertise in multiple experiences that can be referenced from the group that proposed and the deliverables would include a feasibility report. He spoke about the replacement of Marine One which is the replacement of the Fire Department's Watercraft advising there has been a change in price since last fiscal year but that the price increase

was addressed in last year's CIP. He said promoting the new boat would be kept into the river year-round, whereas the current vessel is seasonal. He reported that Watercraft had a total of fifteen calls within the past year. Additionally addressing the Fire Departments need of a Fire Truck, which was voted by the City Council to be bonded at the October 20, 2025, meeting. Deputy City Manager of Finance and Administration Lunney spoke to federal funding specifically federal aspirations as opposed to federal or state funding such as the body cameras and taser projects which have received federal grant funding for over three years totaling \$65,334.00 each year. He addressed Federal and Parking funds and there was no funding requests received through the CIP. All Bike Pedestrians projects shifted to be considered within the Bicycle Pedestrian Master Plan. Lastly, he discussed that there are monies allocated for each year of the CIP towards electric charging stations.

Mayor McEachern declared the Public Hearing open and called for speakers.

Lisa Roblie – a tutor through New Franklin School spoke to the New Franklin School structural malfunctions, disrepair and stated that the City has promised improvements in the past but that the elementary school has been pushed off many times before.

Nancy Novelline Clayburgh (School Board, Chair) spoke about children with down syndrome and about Dondero having disrepairs at one point and that City Council supported upgrades and now Dondero Elementary School being a Blue Ribbon School and announced support for New Franklin School.

Collen Spear (Sustainability Committee) spoke in support of the Micro-Transit, City Fleet, and Solar Array CIP Projects. She believes that the city needs to have more holistic view.

Bill Lyons – (Sustainability member) spoke in support of the Micro-Transit project. He spoke of carbon neutrality, innovative approach. Additionally discussed the shuttle schedule and discussed most households spent 50% of income on transportation stating that he believes reducing traffic would bring more people downtown and would increase tourism which would have a positive impact on Portsmouth's economy.

Karen Rosania (Arts and Cultural Commission member) spoke to Artist Live/Work feasibility study stating even studios are priced out. She said a feasibility study will allow for the necessary assistance with determining such things as concept, location, model recommendation. She stated that there is a company in Minneapolis. Believing that this study could last up to a year and is included in the \$65,000.00 and could be broken into two phases.

Emily Rebalis spoke to New Franklin School renovations mentioned the scheduling of a walkthrough with City Council to see the disrepairs. She believes that these disrepairs should not be allowed to exist. She discussed redistricting, as New Franklin School is dated and desperately needing restoration.

Joanne Simons (Principal of New Franklin School) speaking for staff and acting on behalf of families who do not come to meetings. Speaking on the disrepair of New Franklin School and the wish for City Council to support upgrading.

John McNeil is a parent of child attending New Franklin School and echoing sentiments of what others had said. He said that there is no privacy, and children face distractions and security enhancements are necessary.

Lisa Rapaport (School Board Member) stated she is echoing the sentiments of what others have said as she believes that the children do better in a more welcoming, structured environment.

Julie Gallant a parent of child at New Franklin School, stated she is echoing the sentiments of what others before her have said regarding the need for upgrades at New Franklin School.

Annie Clark student at New Franklin School, wishes to see upgrades done to the gymnasium, library, and athletic fields.

David Colcoun, parent of a child at New Franklin School, stated the elementary school is in great disrepair and supports upgrades and would like the City Council to support this.

Sarah Jones a parent and Librarian at New Franklin School and strongly believes that the elementary school is in desperate need of a fully renovation.

Russ Grazier spoke regarding the Artist Live/Work study and other students that have been completing revolving around such initiatives and that upon his research it took other communities to gain momentum and support. He strongly believes this will add to Portsmouth vibrancy.

Tony Covello (Vice-Chair of the Planning Board) spoke to Parking Standards and previous studies that have been completed.

Rick Chellman (Chair of the Planning Board) spoke to the Parking Garage and said that there is a need for another garage in the city. He spoke about past studies that have been completed and believes that another garage will lead to more revenue. He stated that a garage is needed sooner than 5-6 years as previously quoted.

Councilor Moreau moved to continue the Public Hearing until December 8, 2025, City Council meeting. Seconded by Assistant Mayor Kelley with Councilor Bagley voting opposed.

Councilor Cook moved to suspend the rules and bring forward XV. City Council Members B. 1. Councilor Cook & Councilor Moreau request to modify CIP request #BI-26-PL-29 Mirco-Transit, page 88 of the November 12th CIP document to change the funding source to change federal grants to capital outlay and/or revenues for FY27 and FY28. Seconded by Councilor Moreau and voted.

XV. CITY COUNCIL MEMBERS

B. COUNCILOR COOK & COUNCILOR MOREAU

1. Modify CIP request #BI-26-PL-29: Microtransit Study

Councilor Cook moved to modify CIP request #BI-26-PL-29: Microtransit Study (page 88 of the November 12 CIP document) to change the funding source from federal grant funds to Capital Outlay (GF) and/or Revenues in FY2027 and FY2028. Seconded by Councilor Moreau.

Councilor Cook stated that there is a delay in federal funding and believes she cannot address this matter any better than Bill Lyons of the Sustainability Committee. She stated this project can move forward.

Councilor Bagley echoed importance but does not see the Micro-Transit Study to exceed the quoted amount and questions whether funds would be spent prematurely.

Mayor McEachern stated he does not support State funding and asked why we are spending so much when the community could continue to utilize COAST.

Councilor Tabor supports a holistic look at the system, and what the impact of car-free tourism would look like for Portsmouth and requested a proposal.

Assistant Mayor Kelley expressed concerns regarding Micro-Transit with COAST. She would like to determine if COAST could increase public transportation while limited State funding continues. She stated our municipality could continue to group its relationships with Coast.

Councilor Cook agrees with Assistant Mayor Kelley to develop relationships with COAST but stating with the lack of funding they are not growing. She stated we need to investigate alternative ways to support their services.

Councilor Moreau stated this is a necessary step towards affordable housing as it will build stronger relationships with COAST.

Mayor McEachern stated no funds will be allocated at this time and the Sustainable Committee should report back to City Council with additional information.

Councilor Blalock moved to table until the December 8, 2025, City Council meeting. Seconded by Councilor Bagley and voted.

Councilor Bagley thanked parents from New Franklin School for coming out and sharing their opinions and concerns. He stated that this shows the community why CIP is so important. He said a lot of people were not aware of the full scope of disrepair that New Franklin School is presently facing. Additionally, he called into question the Water Vessel for the Fire Department, he stated he knows the need for Watercraft rescues has significantly increased but requested Chief McQuillen speak more to the needs of the community.

Fire Chief McQuillen spoke regarding the first Watercraft received was given to the city through a federal grant and was disposed of when it became too expensive for the Fire Department to maintain. He spoke to the second boat purchased from 2017 which the department has learned is not appropriate for the department's mission. Chief McQuillen spoke to moving the vessel from an open platform to a more enclosed platform. Additionally, recognizing that the Coast Guard was having some challenges and we are discussing the scaling back of their own vessels which will increase the need for operations in our area and nationwide. Identifying that the goal was to bring it forward and discuss it with City Council members and the community. Chief McQuillen noted that the Fire Department has not been successful, but they are still looking into funding options.

Councilor Cook addressed Superintendent McLaughlin regarding New Franklin School renovation projected numbers provided to City Council.

Superintendent McLaughlin stated it was difficult at this time to give projected numbers. He mentioned there is active discussion on redistricting.

Superintendent McLaughlin stated he feels confident that the overall school system would be able to absorb the redistricting of New Franklin School.

Councilor Bagley asked Director Rice of Public Works about the solid waste transfer station.

Director Rice stated that the transfer station project is pushed out for a swap shop in FY27.

Discussion followed among the City Council and staff regarding the CIP.

Councilor Blalock moved to suspend the rules to bring forward Items XIII. D – Presentation from the Schleyer Foundation and PMAC regarding Reuse of the South Meeting House and XIII. C - Water/Sewer Rate Model Study Presentation Seconded by Assistant Mayor Kelley and voted.

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

C. Presentation from the Schleyer Foundation and PMAC regarding Reuse of South Meeting House

Dave Schleyer with the Schleyer Foundation, Russ Grazier, with PMAC, Tracy Koziak from ARCoce Architects, and Karen Oliver from Hoefle, Phoenix, Gormley and Roberts Attorney's Office presented a joint proposal for long-term preservation and community reuse of the South Meeting House to Mayor McEachern and City Council members.

Councilor Bagley spoke to buildings that had historical significance noted that himself and Councilor Cook went out into community to discuss this.

Mayor McEachern thanked PMAC for their presentation.

Councilor Bialock moved to suspend the rules and take up XI. A. 8. South Meeting House Reuse Schleyer Foundation and PMAC Lease and Sublease. Seconded by Assistant Mayor Kelley and voted.

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

8. South Meeting House Reuse Schleyer Foundation and PMAC Lease and Sublease

Assistant Mayor Kelley moved to authorize the City Manager to accept and approve a lease for the South Meeting House with the Schleyer Foundation and substantial similar form to the lease contained in the agenda packet. Seconded by Councilor Blalock and voted. Councilor Denton abstained from the vote.

D. Water/Sewer Rate Model Study Presentation

Al Pratt provided a detailed outline of the Water/Sewer Rate model to City Council members.

Councilor Bagley thanked Al Pratt and team for a great job.

Councilor Moreau commented on the industrial percentage being down.

Mayor McEachern thanked Al Pratt and is looking forward to hearing and seeing more tiering outside of the one and two tiers.

Councilor Blalock moved to suspend the rules and bring forward X.I. Public Hearing and Second Reading of Ordinances. Seconded by Councilor Bagley and voted.

I. PUBLIC HEARING AND SECOND READING of Ordinance amendment to Chapter 10 – Zoning Ordinance – Zoning Map, Article 4, Zoning District and Use Regulations, Section 10.421 – District Location and Boundaries, Section 10.421.10, be amended to remove 109 Dennett Street, Tax Map 142, Lot 27 from the Historic District Overlay

- **PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

City Manager spoke to a permit being issued and work is being completed at the location.

The property will not be removed from the Historic District.

Councilor Blalock moved to postpone indefinitely the amendment outlined above. Seconded by Councilor Cook and voted.

Councilor Cook spoke to the work that the Governance Committee has done regarding licenses and encumbrances alongside the help with Senior Assistant City Attorney Ferrini.

Senior Assistant City Attorney Ferrini provided a detailed outline of the categories and requirements of all encumbrances, licenses and permits in the city.

Public Hearing and Second Reading of Ordinances:

C. PUBLIC HEARING AND SECOND READING of Ordinance amending Chapter 6 – Licenses, Article I – General Provisions, by amending the title of Chapter 6 to Licenses and Encumbrances and replacing Article I in its entirety, with Article I - Encumbrance Permits and Licenses for Use of Public Property, Sections 6.101 – 6.110

- **PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

The City Council held extensive deliberations regarding this Ordinance Amendment.

Councilor Tabor moved to suspend the rules to continue the meeting beyond 10:30 p.m. Seconded by Assistant Mayor Kelley.

On a roll call 8-1, motion passed. Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Blalock, Moreau, Lombardi, and Mayor McEachern voted in favor. Councilor Bagley voted opposed.

Councilor Moreau moved to pass second reading of Ordinance amending Chapter 6 – Licenses, Article I – General Provisions, by amending the title of Chapter 6 to Licenses and Encumbrances and replacing Article I in its entirety, with Article I – Encumbrances Permits and Licenses for Use of Public Property, Sections 6.101 – 6.110 and hold third and final reading at the December 8, 2025, City Council meeting. Seconded by Councilor Bagley and voted.

Councilor Moreau moved to amend Section 6.103 A of the ordinance requesting to strike the words and an annual permit to revocable permit and add at the end of the sentence City Zoning Ordinance when approved. A Certificate of Insurance, naming the City as additional insured with any cancellation or loss of policy notice to the City from the Insurance Company. Seconded by Councilor Cook and voted.

Mayor McEachern opened the Public Hearing and called for speakers.

Marie Bodi representing McNabb spoke to renewal dates and that they do not always align with businesses and would request reconsideration for air space and city space.

The City Council held extensive deliberations regarding this Ordinance Amendment.

Voted to pass main motion as amended.

- D. PUBLIC HEARING AND SECOND READING of Ordinance amending Chapter 6 - Licenses, Article X – Theatricals, Parades, Open Air Meetings, Section 6.1001 – License Required, Section 6.1002 – License Form, Section 6.1003 – Fee, Section 6.1004 – Penalty for Failure to License be deleted in its entirety
 - PRESENTATION
 - CITY COUNCIL QUESTIONS
 - PUBLIC HEARING SPEAKERS
 - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

Mayor McEachern opened the Public Hearing and called for speakers.

Seeing no speakers Mayor McEachern closed the Public Hearing.

Councilor Denton moved to pass second reading and hold third and final reading at the December 8, 2025, City Council meeting. Seconded by Councilor Bagley and voted.

E. PUBLIC HEARING AND SECOND READING of Ordinance amending Chapter 7 – Vehicles, Traffic and Parking, Article I – Parking Meters, Section 7.114 – Construction Permit be deleted in its entirety

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

Mayor McEachern opened the Public Hearing and called for speakers.

Seeing no speakers Mayor McEachern closed the Public Hearing.

Assistant Mayor Kelley moved to pass second reading and hold third and final reading at the December 8, 2025, City Council meeting. Seconded by Councilor Cook and voted.

F. PUBLIC HEARING AND SECOND READING of Ordinance amending Chapter 8 – Encumbrances and Injurious Practices in Streets, Article I - Encumbrances, Section 8.101 – Encumbrances, General, Section 8.105 – Digging up a Street, Section 8.106 – License to Obstruct Street, Section 8.114 – Awning and Signs, Section 8.120 – Displaying Merchandise on Sidewalk be deleted in its entirety

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

Mayor McEachern opened the Public Hearing and called for speakers.

Seeing no speakers Mayor McEachern closed the Public Hearing.

Councilor Blalock moved to pass second reading and hold third and final reading at the December 8, 2025, City Council meeting. Seconded by Councilor Tabor and voted.

G. PUBLIC HEARING AND SECOND READING of Ordinance amending Chapter 9, Article V – Public Way Obstructions, Placement & Registration, Sections 9.501 – 9.511 regarding public way obstructions be deleted in its entirety

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

Mayor McEachern opened the Public Hearing and called for speakers.

Seeing no speakers Mayor McEachern closed the Public Hearing.

Councilor Lombardi moved to pass second reading and hold third and final reading at the December 8, 2025, City Council meeting. Seconded by Councilor Moreau and voted.

H. PUBLIC HEARING AND SECOND READING of Ordinance amending Chapter 11, Sidewalks, Sewers, Layout of Streets, Subdivision of Land, Article VI – Referrals to Planning Board, Section 11.602 A 1, Referral and Report be amended to delete the word license

- PRESENTATION
- CITY COUNCIL QUESTIONS
- PUBLIC HEARING SPEAKERS
- ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

Mayor McEachern opened the Public Hearing and called for speakers.

Seeing no speakers Mayor McEachern closed the Public Hearing.

Councilor Tabor moved to pass second reading and hold third and final reading at the December 8, 2025, City Council meeting. Seconded by Councilor Denton and voted.

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Approval of Employment Agreement with Fire Chief William McQuillen

Councilor Moreau moved to approve and accept the employment agreement as presented. Seconded by Councilor Tabor and voted.

Councilor Cook commended the work that Chief McQuillen has done for the community.

Mayor McEachern thanked Chief McQuillen for all he does for Portsmouth and for keeping our community safe.

2. Approval of Employment Agreement with Assistant Fire Chief Jason Gonet

Councilor Lombardi moved to approve and accept the Employment Agreement as presented. Seconded by and voted.

3. Approval of 2026 City Council Meeting Calendar

Councilor Blalock moved to approve proposed City Council meeting calendar for 2026 as presented. Seconded by Councilor Cook and voted.

4. Request to Renew License with Coast Guard Auxiliary to Dock Vessel at Prescott Park

Councilor Bagley moved to authorize the City Manager to negotiate the terms of a lease agreement with the United State Coast Guard Auxiliary for a Coast Guard vessel to berth at the Prescott Park Dock if all slips are repaired prior to next season. Seconded by Councilor Lombardi and voted.

5. Authorization of Sidewalk License for Novocure, Inc.

Councilor Denton moved to authorize the City Manager to execute and deliver the Sidewalk License as presented to Novocure, Inc Seconded by Councilor Moreau and voted.

6. Betty's Dream PILOT Agreement (FY 2026)

Councilor Cook moved to authorize the City Manager to enter into a PILOT Agreement with Betty's Dream in the amount of \$3,000.00 for FY 2026. Seconded by Councilor Bagley and voted.

7. Maplewood Avenue Drain Line Project

Councilor Lombardi moved to authorize the City Manager to negotiate, accept, and record a license from CSX, Inc. and an easement from 90 Maplewood Avenue, LLC in support of the North Mill Pond stormwater outfall improvements. Seconded by Councilor Tabor and voted.

XII. CONSENT AGENDA

A. Request from Veterans Count, requesting permission to hold Veterans Count Seacoast Pack and Boots 5k Road Race on Sunday, July 5, 2026 (*Anticipated action - moved to refer to the City Manager with Authority to Act*)

B. Request from Nuttaya Suriyayanyong, of LumSum LLC d/b/a The Ramen Club, to install a Projecting Sign at 148 Fleet 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(s), 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(s), 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*

C. Request from Ian Buckley of Buckley's Market-Café of Portsmouth, Inc., installing Projecting Signs at 60 Penhallow Street (*Anticipated action – move to approve the aforementioned Projecting Signs License as recommended by the Planning & Sustainability Director, and further, authorize the City Manager to execute the License Agreement for this request. Seconded by Councilor Blalock and voted.*)

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(s), 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(s), 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*

D. Request from the Public Art Review Committee (PARC) for an additional installation of a functional sculpture in Bohenko Gateway Park (*Anticipated action – move to authorize PARC to raise approximately \$10,000.00 in private funds to complement the funds committed to the project to date by a major donor;*

move to expend resources from PARC funds to undertake any soils testing and costs associated with engineering for installation;

move to work with the Legal Department to contract with Chen, aligning payments to fundraising and development phases; and

move to work with the Department of Public Works to locate and install the sculptural bench)

Councilor Tabor moved to adopt the Consent Agenda as presented. Seconded by Councilor Moreau and voted.

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

A. Email Correspondence

Councilor Lombardi moved to accept and place on file. Seconded by Councilor Cook and voted.

B. Letter from Dean Savramis, Executive Director, The Portsmouth Submarine and Maritime Association, requesting a zoning change for the Albacore Park for property located at 569 Submarine Way

Councilor Moreau moved to refer to the Planning Board for a report back to the City Council. Seconded by Councilor Tabor and voted.

XIV. MAYOR McEACHERN

1. Appointments to be Considered:

- Appointment of James (Jim) Wilson to the Cable and Broadband Internet Commission
- Appointment of Wendy Courteau-Clement to the Economic Development Commission
- Appointment of Daniel Finan to the Safe Water Advisory Group
- Reappointment of Thomas Nies to the Zoning Board of Adjustment

The City Council considered the appointments outlined which will be voted on at the next City Council meeting.

2. Appointments to be Voted:
 - Appointment of Tara Rix to the Cemetery Committee

Councilor Cook moved the appointment of Tara Rix to the Cemetery Committee. Seconded by Councilor Denton and voted.

3. Education Coalition Communities 2.0 NH

Assistant Mayor Kelley moved to ask the Education Coalition Communities 2.0 NH (f/k/a Coalition Communities 2.0 "CC2") at its November 18, 2025 meeting whether it would consider expanding its mission to include the following education funding issues: Homestead exemptions; Special education funding; and Classroom efficiency. Seconded by Councilor Tabor and voted.

XV. CITY COUNCIL MEMBERS

A. COUNCILOR COOK & COUNCILOR BAGLEY

1. Feasibility and Practicability of providing Green Burials as an option in Portsmouth

Councilor Bagley moved to request a report back from City staff and Cemetery Committee regarding the feasibility and practicability of providing green burials as an option in Portsmouth. Seconded by Councilor Cook and voted.

C. COUNCILOR COOK

1. Municipal Arts and Cultural Banner Program Policy

Councilor Cook moved to approve the draft Municipal Arts & Cultural Banner Program Policy and ask the City Manager to report back to the City Council on the status of program development three months after passage of this policy. Seconded by Councilor Lombardi and voted.

D. COUNCILOR BAGLEY

1. Parking & Traffic Safety Committee Action Sheet and Minutes of November 6, 2025, meeting

Councilor Bagley moved to accept and approve the Action Sheet and Minutes of the Parking & Traffic Safety Committee meeting of November 6, 2025. Seconded by Councilor Blalock and voted.

2. Downtown Holiday Parking Promotion

Councilor Bagley moved that the City Council authorize a Downtown Holiday Parking Promotion offering three (3) hours of free parking in all City-owned parking garages beginning Monday, December 15, 2025 (the start of Hanukkah) through Thursday, January 1, 2026, to promote holiday spirit, support downtown businesses, and encourage community activity during the holiday season. Seconded by Councilor Denton and voted.

XVI. APPROVAL OF GRANTS/DONATIONS

A. Acceptance of Donation from Flatbread Portsmouth for the Portsmouth Police Explorer Program - \$687.50

Councilor Moreau moved to accept the donation as presented. Seconded by Councilor Blalock and voted.

B. Acceptance of unsolicited cash Donation from an anonymous passerby to support the Portsmouth Police Department - \$100.00

Councilor Denton moved to accept the donation as presented. Seconded by Councilor Tabor and voted.

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

1. Update on Fiscal Year End Financial Summary

City Manager Conard spoke to monthly financial summary reports for the period of July through May and an example of what will be published for financial fiscal year end is included in the City Council packet. She said the goal is to provide a final report after the auditor's fieldwork is completed.

2. Resident Access Parking Program (RAPP) Pilot 2026 Update

City Manager Conard spoke to City Staff making great progress toward a Pilot Program which will emphasize priority parking to all residents. Greater details will be provided to City Council at the December 8, 2025, City Council meeting.

3. October 2025 Pease Development Authority Board Meeting Update

City Manager Conard spoke to three (3) items of interest at the October 21, 2025, meeting. First, an audit presentation by outside auditor Barry Dunn was completed, and a clean unmodified opinion was given, which is the highest possible opinion. No adjustments, no deficiencies. Second, during the Federal Shutdown at Pease International Airport the air traffic control tower experienced no operational impacts and remained fully staffed, and thirdly, the State Fish Pier saw return to all commercial fisherman, and the return of their rights of entry, as well as a return of the bay cooler, and both fuel pumps.

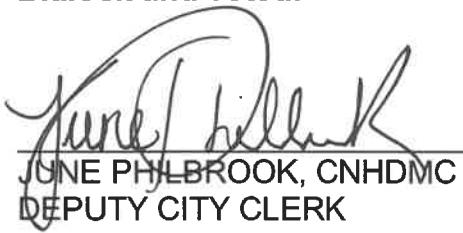
4. Water Service Line Public Notification

City Manager Conard spoke to the water service line public notification as required to provide annual updates to New Hampshire Department of Environmental Services (DES), and presently there are water services materials which are being reviewed to remain in compliance with Federal and State regulations.

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

XIX. ADJOURNMENT

At 11:54 p.m. Assistant Mayor Kelley moved to adjourn the meeting. Seconded by Councilor Blalock and voted.



JUNE PHILBROOK, CNHDMC
DEPUTY CITY CLERK

CITY COUNCIL MEETING

MUNICIPAL COMPLEX

DATE: MONDAY, DECEMBER 8, 2025

PORTSMOUTH, NH

TIME: 7:00PM

Councilor Tabor moved to close the Non-Public Session and seal the minutes. Seconded by Councilor Moreau and voted.

III. CALL TO ORDER

Mayor McEachern called the meeting to order at 7:05 p.m.

IV. ROLL CALL

PRESENT: Mayor McEachern, Assistant Mayor Kelley (via Zoom), Councilors Tabor, Cook, Denton, Blalock, Bagley, Moreau, and Lombardi

V. INVOCATION

Mayor McEachern asked everyone to join in a moment of silent prayer.

VI. PLEDGE OF ALLEGIANCE

Councilor Tabor led in the Pledge of Allegiance to the Flag.

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

VII. ACCEPTANCE OF MINUTES – OCTOBER 6, 2025 AND OCTOBER 20, 2025

Councilor Tabor moved to approve and accept the minutes of October 6, 2025 and October 20, 2025, City Council meetings. Seconded by Councilor Lombardi and voted.

IX. PUBLIC COMMENT SESSION (*This session shall not exceed 45 minutes*) – (*participation may be in person or via Zoom*)

Roy Helsel said taxes continue to increase and residents are having to move out of the community because of these increases.

Jim Lee invited residents to attend the Elks Lodge on Saturday for the laying of the wreaths by Wreaths Across America in honor of veterans.

Esther Kennedy said that the title for Non-Public Sessions should be listed in addition to the statute that represents the topic.

Francis Cormier said in order to not keep making the same mistakes we need to study history. He also addressed the housing that was removed at Pease and how it is now needed for the area.

X. PUBLIC HEARING AND VOTE ON ORDINANCE AND/OR RESOLUTION

Continued Public Hearing – Capital Improvement Plan (CIP) / Adoption of CIP:

(Continued Public Hearing that was held open per action of the City Council at the November 17, 2025, meeting)

A. CAPITAL IMPROVEMENT PLAN (CIP) FY 2027-2032

- **PRESENTATION** (*Presentation was held at the November 12, 2025, Work Session*)
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Mayor McEachern said the public hearing remains open and asked those that are wishing to speak to come forward.

Petra Huda requested that the City Council postpone the vote on the CIP. She said some of the figures in the plan do not match and feels it impacts the debt schedule. She stated it is not fiscally responsible to vote on the CIP with the figures not being accurate.

Bill Lyons spoke in support of the Sustainability Committee recommendations for the CIP. He said he supports the request for a shuttle and satellite parking.

Emma Stratton spoke in support of the CIP as presented and the need to provide work living space for artists. She said we need to make sure the community remains vibrant and inclusive.

Byron Matto spoke to the need for upgrades at New Franklin School and investing in the school. He said it is important that we make long-term investments in New Franklin.

Tammy Truax, New Franklin School, spoke in support of upgrades being made to New Franklin. She said there is a need for dedicated spaces for students and staff. She spoke about the many deficiencies at the school and the need to ensure an equal education for all students.

Esther Kennedy suggested making New Franklin School a separate category in the CIP. She said space needs for the students are important. In addition, there is no funding in the plan for the celebration of the 250th anniversary of the country.

Nancy Novelline Clayburgh, School Board Chair, spoke in support of the upgrades to the New Franklin School. She said it is important that we move forward with these much needed upgrades.

David Calkins spoke regarding the importance of the CIP and the renovations needed to New Franklin.

Josie Calkins spoke regarding the necessary upgrades to New Franklin School. She said that the gym is too close to the library for the students to have the quietness that is needed.

Ava (no last name stated) said that students are unable to work in the library at New Franklin because of the gymnasium being located next door.

Petra Huda spoke regarding the Municipal Complex items in the CIP and said these items appear to overlay scopes and are present as separate subjects.

Deputy City Manager of Finance & Administration Lunney spoke regarding comments made earlier by resident Petra Huda to errors in figures contained in the CIP. He explained that when new projects were added to the spreadsheet page the cells were not carried over. He spoke to this being a plan and that no funding is associated with this.

Councilor Bagley spoke regarding bonding authorization and need for the figures to be listed correctly.

Deputy City Manager of Finance & Administration Lunney explained that bonding does not take place until the spending has been authorized.

Councilor Cook asked that adjustments be made to the plan prior to adoption of the plan scheduled for June.

Councilor Blalock thanked the students that spoke regarding New Franklin School. He said there is a clear difference in funding provided to Dondero and Little Harbour Schools compared to New Franklin. He said every school should receive similar funding for improvements that are needed.

Councilor Cook said we need a better mechanism for improvements to the schools. She stated we should not be asking the PTA to pay for improvements to playgrounds or other items.

Councilor Tabor said that Ms. Truax gave a clear picture of the need for renovations at New Franklin School. He said we need to approve the funding and move forward with the improvements.

Mayor McEachern said he was struck by the lack of space at New Franklin School. He said we need to remember what makes New Franklin special for the kids and teachers when making the necessary renovations.

Councilor Moreau asked Fire Chief McQuillen to address funding for the fire boat. Fire Chief McQuillen explained the funding and said the goal is to protect the crew and those we rescue.

Discussion followed regarding funding for a fire boat.

The City Council discussed funding for a new parking garage and said the Planning Board considered \$150,000.00 for a new garage and putting in a placeholder of \$3,000,000.00 to look towards a facility and site location.

Councilor Cook moved to adopt the Capital Improvement Plan (CIP) FY 2027-2032 as presented. Seconded by Councilor Moreau.

Councilor Moreau moved to amend Element Sheet BI-26-PW-54 – New Parking Garage to add \$3,000,000.00 under Bond/Lease Parking. Seconded by Councilor Bagley.

Councilor Bagley spoke regarding the revenue from parking and providing much needed parking for residents.

Councilor Cook said she is reluctant to support a new parking garage and was hoping we would have other solutions in place and stated it is clear a new garage is needed. She said that she would also like to see support for other parking solutions.

On a unanimous roll call 9-0, amendment passed.

Councilor Blalock moved to amend Element Sheet VE-25-FD-02 – Vehicle Replacement – Marine #1 and move \$900,000.00 from FY27 to out year FY28. Seconded by Councilor Bagley. On a roll call vote 3-6, motion failed to pass. Councilor Blalock, Bagley, and Mayor McEachern voted in favor. Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Moreau, and Lombardi voted opposed.

Councilor Denton moved to modify CIP request #BI-26-PL-29 “Microtransit Study” to change the funding source from Federal Grant Funds to Capital Outlay General Fund and/or revenues in FY2027 and FY2028 and rename the project/element sheet to Opportunities to Expend Use of Public Transit Study. Seconded by Councilor Tabor.

Discussion followed among Councilors regarding COAST services.

Councilor Moreau moved to combine the project description with the fund of BI-26-PL-29 with all its components, notes, and requests with BI-26-PW-54 funding and element sheet and renamed PW-54 to Parking Garage and Transportation. Seconded by Councilor Blalock.

Assistant Mayor Kelley left the meeting at 9:50 p.m.

Councilor Moreau’s motion passed.

Councilor Denton withdrew his motion.

Councilor Denton moved to add \$50,000.00 of General Funds to the CIP for FY28 and FY30 for Greenhouse Gas Inventories to be completed by contracted professionals. Seconded by Councilor Blalock.

Councilor Denton said there is a value in having UNH do greenhouse gas inventories.

Motion passed with the addition of an element sheet.

Councilor Cook requested to update Element Sheets BI-07-SE-15 – School Facilities Capital Improvements, the Elementary School Upgrades, and the Renovation of the Portsmouth Career and Technical Education Center. She indicated that none of them have policy compliance checkmarks and two of the projects trigger the Percent for Arts and all projects trigger the Green Building Policy. She stated that the element sheets need to be updated to reflect those policies, which will not impact the budget.

On a roll call 8-0, voted to adopt the Capital Improvement Plan (DIP) FY2027-2032 as amended.

At 10:03 p.m., Mayor McEachern declared a brief recess. At 10:10 p.m., Mayor McEachern called the meeting back to order.

Councilor Lombardi moved to suspend the rules to bring forward Item XV. E.1. – Sunset Archive Committee. Seconded by Councilor Blalock and voted.

XV. CITY COUNCIL MEMBERS

E. COUNCILOR LOMBARDI

1. Sunset Archive Committee

Councilor Lombardi moved to sunset the Mayor's Blue Ribbon Task Force to Study the Establishment of a Private/Public partnership to Properly Archive Historical Documents relating to the City of Portsmouth (Commonly known as the Archive Committee). Seconded by Councilor Moreau and voted.

Public Hearing and Second Reading of Ordinance:

B. PUBLIC HEARING AND SECOND READING of Ordinance amending Chapter 1 – Administrative Code, Article IV – Commissions and Authorities, Section 1.414 – Establishing a Permanent Energy Advisory Committee

- **PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Mayor McEachern read the legal notice, declared the public hearing open and called for speakers.

Councilor Tabor moved to pass second reading and hold third and final reading at the December 22, 2025, City Council meeting. Seconded by Councilor Bagley.

Councilor Tabor said the Energy Advisory Committee has been in existence for 5 years and reviewed the various accomplishments of the committee.

Councilor Cook thanked Councilor Tabor for his leadership on the Blue Ribbon Committee and supported it by becoming a permanent committee.

Councilor Blalock thanked Councilor Tabor and all his work on the committee.

Mayor McEachern spoke about the impact solar has towards cost savings.

With no speakers, Mayor McEachern closed the public hearing.

Motion passed.

Councilor Moreau moved to suspend the rules to bring forward third and final reading. Seconded by Councilor Blalock and voted.

Councilor Moreau moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Cook and voted.

Third and Final Reading of Ordinances:

C. Third and Final Reading of Ordinance amending Chapter 6 – Licenses, Article I – General Provisions, by amending the title of Chapter 6 to Licenses and Encumbrances and replacing Article I in its entirety, with Article I - Encumbrance Permits and Licenses for Use of Public Property, Sections 6.101 – 6.110

Councilor Blalock moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Tabor and voted.

D. Third and Final Reading of Ordinance amending Chapter 6 - Licenses, Article X – Theatricals, Parades, Open Air Meetings, Section 6.1001 – License Required, Section 6.1002 – License Form, Section 6.1003 – Fee, Section 6.1004 – Penalty for Failure to License be deleted in its entirety

Councilor Bagley moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Cook and voted.

E. Third and Final Reading of Ordinance amending Chapter 7 – Vehicles, Traffic and Parking, Article I – Parking Meters, Section 7.114 – Construction Permit be deleted in its entirety

Councilor Denton moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Lombardi and voted.

F. Third and Final Reading of Ordinance amending Chapter 8 – Encumbrances and Injurious Practices in Streets, Article I - Encumbrances, Section 8.101 – Encumbrances, General, Section 8.105 – Digging up a Street, Section 8.106 – License to Obstruct Street, Section 8.114 – Awning and Signs, Section 8.120 – Displaying Merchandise on Sidewalk be deleted in its entirety

Councilor Lombardi moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Cook and voted.

G. Third and Final Reading of Ordinance amending Chapter 9, Article V – Public Way Obstructions, Placement & Registration, Sections 9.501 – 9.511 regarding public way obstructions be deleted in its entirety

Councilor Tabor moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Denton and voted.

H. Third and Final Reading of Ordinance amending Chapter 11, Sidewalks, Sewers, Layout of Streets, Subdivision of Land, Article VI – Referrals to Planning Board, Section 11.602 A 1, Referral and Report be amended to delete the word

Councilor Blalock moved to pass third and final reading of the ordinance as presented. Seconded by Councilor Moreau and voted.

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Rescission of City Council Policy 2009 – 03 Projecting Sign Policy

Councilor Moreau moved to rescind City Council Policy 2009-03. Seconded by Councilor Cook and voted.

2. Rescission of City Council Policy 2010 – 01 Policy regarding Flags Projecting Over City Property

Councilor Cook moved to rescind City Council Policy 2010-01. Seconded by Councilor Tabor and voted.

3. Request for a Water/Sewer Rate Model Study Work Session

City Manager Conard advised that she would like to have a Work Session on this matter.

Councilor Moreau moved to schedule a work session regarding the Water/Sewer Rate Model Study on January 14th at the previously scheduled time of 6:00 p.m. Seconded by Councilor Bagley and voted.

4. Parking Lot Usage and Maintenance Agreement with St. John's Masonic Lodge

City Manager Conard said that this would be a one-year extension.

Councilor Lombardi moved to authorize the City Manager to negotiate and enter into a Parking Lot Usage/Maintenance Agreement with St. John's in a form similar to the attached document contained in the City Council packet. Seconded by Councilor Denton and voted.

5. Friends of Lafayette House PILOT

Councilor Blalock moved to authorize the City Manager to enter into a PILOT agreement with Friends of Lafayette House in the amount of \$3,500.00 for FY 2026. Seconded by Councilor Tabor and voted.

XII. CONSENT AGENDA

- A. Letter from Mike Peabody, Millennium Running, requesting permission to hold the 2026 New Castle 10k on Sunday, April 26, 2026 (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- B. Letter from Jennie Halstead, My Breast Center Support, requesting permission to hold the Celebrate Pink 5k Walk & Run on Sunday, September 27, 2026 (***Anticipated action – move to refer to the City Manager with Authority to Act***)

Councilor Lombardi moved to adopt the Consent Agenda. Seconded by Councilor Bagley and voted.

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

A. Email Correspondence

Councilor Denton moved to accept and place on file. Seconded by Councilor Lombardi and voted.

Councilor Moreau moved to suspend the rules to continue the meeting beyond 10:30 p.m. Seconded by Councilor Lombardi and voted.

Councilor Lombardi left the meeting.

B. Installation of Marker in Prescott Park

Councilor Blalock moved to the City Manager to negotiate the terms and conditions of a license for the acceptance and placement of an historic marker. Seconded by Councilor Moreau.

Councilor Moreau moved to suspend the rules to hear from Curtis Herman regarding placement of the historic marker. Seconded by Councilor Blalock and voted.

Mr. Herman said he would agree with the city on the proper location to place the historic marker.

Motion passed.

XIV. MAYOR McEACHERN

1. Acceptance of Resignations:

- Max Ward from the Sustainability Committee

Councilor Denton moved to accept with regret the resignation of Max Ward from the Sustainability Committee. Seconded by Councilor Cook and voted.

- Phyllis Eldridge from the Zoning Board of Adjustment

Councilor Moreau moved to accept with regret the resignation of Phyllis Eldridge from the Zoning Board of Adjustment effective January 1, 2026. Seconded by Councilor Blalock and voted.

2. Appointments to be Considered:

- Appointment of Robert P. Sullivan as a Regular Member to the Zoning Board of Adjustment
- Appointment of Mike Lucas as an Alternate Member to the Zoning Board of Adjustment

The City Council considered the appointment of Robert P. Sullivan as a regular member and Mike Lucas as an alternate member to the Zoning Board of Adjustment. These appointments will be voted upon at the December 22, 2025, City Council meeting.

3. Appointments to be Voted:

- Appointment of James (Jim) Wilson to the Cable and Broadband Internet Commission
- Appointment of Wendy Courteau-Clement to the Economic Development Commission
- Appointment of Daniel Finan to the Safe Water Advisory Group
- Reappointment of Thomas Nies to the Zoning Board of Adjustment

Councilor Tabor moved to appoint James (Jim) Wilson as an Alternate to the Cable and Broadband Internet Commission until April 1, 2028; appoint Wendy Courteau-Clement to the Economic Development Commission until October 1, 2029; appoint Daniel Finan to the Safe Water Advisory Group until December 31, 2027; and reappoint Thomas Nies to the Zoning Board of Adjustment until December 1, 2030. Seconded by Councilor Moreau and voted.

XV. CITY COUNCIL MEMBERS

A. ASSISTANT MAYOR KELLEY

1. End of Year Report of African Burying Ground Memorial Park Stewardship Committee

Assistant Mayor Kelley will bring this report forward at the December 22, 2025, City Council meeting.

B. COUNCILOR COOK

1. Adding Muslim Holy Days of Eid al-Fitr and Eid al-Adha to the City Calendar

Councilor Cook moved to add the Muslim Holy Days of Eid al-Fitr and Eid al-Adha to the City Calendar, including not scheduling meetings the night before Eid al-Fitr during the breaking of the Ramadan fast. Seconded by Councilor Denton

(For 2026, that would mean no City Council, commission, or committee meetings after sundown on March 19th, and no City Council, commission, or committee meetings all day on March 20th and May 27th. These holidays shift annually, so the dates will be different for 2027)

Councilor Tabor expressed concern with adding holidays because we lose the ability to meet each month. He said we need to be able to count on when meetings are held. He stated that this may cause problems moving dates for notices to the public and board members.

Councilor Moreau said Planning Board has two days per month when they meet, and some agendas would be pushed off to the next week and/or meeting.

Councilor Cook said she feels like this was an oversight, we have a Mosk in the city and we need to recognize the holy days. She does not want anyone to be negatively impacted.

Motion passed. Councilor Tabor voted opposed.

2. Request for Work Session with School Board regarding School Buildings and Grounds Improvements

Councilor Cook moved to request a work session with the School Board on School Buildings and Grounds Improvements that should be included in the CIP Budget in out years. Seconded by Councilor Bagley.

Councilor Cook said having projects brought in at the last minute and how they impact other things in the budget is a concern. She said she would like to meet with the School Board and make sure projects are part of the CIP budget.

Motion passed.

D. COUNCILOR BAGLEY

1. Request Report Back on all Private Parking Space Contracts for all City-owned Parking

Councilor Bagley moved to request a report back on all Private Parking Space Contracts for all City-owned parking or reasonably presumed City-owned spaces in the Worth Lot and adjacent surface lots / street area, including holders' names, locations, term/expiration, and options to return these spaces to public use. Request that this list be published annually on the City website in a prominent location as long as such contracts are in force. Seconded by Councilor Denton and voted.

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Approval of Homeland Security Grant Award to purchase ballistic helmets for the Seacoast Emergency Response Team - \$27,383

Councilor Moreau moved to approve and accept the Grant as presented. Seconded by Councilor Denton and voted.

- B. Approval of Grant Agreement between the Granite United Way and the City of Portsmouth for the Opioid Abatement Community Grant Award - \$11,388

Councilor Tabor moved to approve and accept the Grant as presented. Seconded by Councilor Moreau and voted.

C. Approval of Moose License Plate Conservation Grant - \$9,929.95

Councilor Cook moved to approve and accept the Grant as presented. Seconded by Councilor Blalock and voted.

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

Report Back on Green Burials – City Manager Conard reported that the City of Portsmouth does not currently own or manage any cemeteries with active burials. She said the city-owned and managed cemeteries are all historic in nature with no new internments available. She stated the city is currently investigating locations for a new cemetery or other local options for the burial of Portsmouth residents. She advised the City Council that caskets are buried at various depths, often depending on the presence of ledge and water tables.

Report Back on Resident Access Parking Program – City Manager Conard said staff has worked hard on a one-year pilot policy. She said we are leaving it with the City Council and residents to consider and will come forward at the next City Council meeting with a further report back. She reported that this program would include all residents that have a vehicle registered in the city and would go in effect early 2026.

Councilor Moreau suggested that Rock Street be considered as part of the program.

Please Development Authority Board Meeting Update – City Manager Conard reported the following:

- Golf course is closed
- Fourth year in a row there were 70,000 rounds of golf
- In-door golf simulator is in full swing
- Breeze Airlines started flying to Raleigh Durham, North Carolina
- Richard Hartley started as the Director of the Divisions of Ports and Harbors
- Friday, December 19th is Permit Day at the Dover DMV from 9:00 a.m. – Noon for commercial boaters
- American Cruise Lines is looking into a multi-year contract with the Port

Update on Tax Bill Status – City Manager Conard reported that Deputy City Manager of Finance and Administration Lunney and the Finance Team has sent all the materials required for setting the tax rate. She stated we are now waiting on the State of New Hampshire to set the rate. She advised the City Council that the State has three individuals setting the rates for the entire state. She also said that Deputy City Manager of Finance and Administration Lunney will be having a discussion with the State this week which will then set in motion the process by which we will prepare and send out the tax bills.

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

Mayor McEachern thanked the Public Works, Police, Fire and Recreation Departments for all their work with another successful Holiday parade.

XIX. ADJOURNMENT

At 10:55 p.m., Councilor Moreau moved to adjourn the meeting. Seconded by Councilor Bagley and voted.



KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

CITY COUNCIL MEETING

MUNICIPAL COMPLEX

DATE: MONDAY, DECEMBER 22, 2025

PORTSMOUTH, NH

TIME: 7:00PM

Assistant Mayor Kelley moved to close the Non-Public Session and seal the minutes. Seconded by Councilor Moreau and voted.

III. CALL TO ORDER

Mayor McEachern called the meeting to order at 7:05 p.m.

IV. ROLL CALL

PRESENT: Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Blalock, Bagley, Moreau, and Lombardi

V. INVOCATION

Mayor McEachern asked everyone to join in a moment of silent prayer.

VI. PLEDGE OF ALLEGIANCE

Councilors Denton and Lombardi led in the Pledge of Allegiance to the Flag.

Portsmouth High School Holiday Ensemble Performance

Eric Gagnon led the Portsmouth High School Ensemble by conducting the performance of seven holiday songs. Eric thanked the City for having them perform this evening and allowing them to be a musical ambassador to the City of Portsmouth.

At 7:25 p.m., Mayor McEachern called for a five-minute recess to allow the ensemble to gather their instruments and stands and leave the Eileen Dondero Foley Council Chambers. At 7:28 p.m., Mayor McEachern called the meeting back to order.

VII. ACCEPTANCE OF MINUTES – NOVEMBER 6, 2025

Assistant Mayor Kelley moved to approve and accept the minutes of the November 6, 2025 City Council meeting. Seconded by Councilor Lombardi and voted.

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

1. NH Building Officials Association Code Official of the Year – Shanti Wolph

Mayor McEachern, the City Council and City Manager Conard recognized Chief Building Inspector Shanti Wolph for his outstanding work as the NH Building Officials Association Code Official of the Year.

2. Safe Water Advisory Group Report

Andrea Amico, Co-Chair of SWAG highlighted their work over the last year. She spoke regarding quarterly updates provided by SWAG for the City. She asked Mayor McEachern to reinstate SWAG for a two-year term ending on December 31, 2027. She reviewed SWAG's revised mission statement "To review and communicate the latest science on the health and environmental effects of PFAS, to monitor federal and state level legislative changes, and to anticipate policy changes that could impact the City of Portsmouth. To discuss topics relevant to the City's drinking water quantity, water quality, preservation and conservation efforts, and water infrastructure projects. To discuss public health aspects of water quality, support and provide public education about drinking water topics, and take initiative-taking stances to protect and conserve water quality and quantity.

3. Portsmouth Energy Advisory Committee 2024-2025 Year-End Report

Councilor Tabor reported on the customers using community power and the money saved by residents using community power. He spoke on solar array being installed at the Jones Avenue landfill and laying the groundwork for what could become a major municipal renewable energy asset.

4. Mayor's Blue Ribbon Committee on Affordable Housing 2024-2025 Report

Assistant Mayor Kelley and Councilor Tabor provided the Affordable Housing Report and said that this is the toughest issue for the City Council, but measurable progress has been made. They reported that the committee set its mission statement created in March 2024 as "Recommended policy changes that would secure permits for at least 500 units. The units would create diverse, affordable housing by the private and public sectors over the next two years, while promoting market conditions to ensure long-term affordability and accessibility for all income levels."

Holiday Lights Contest Winners for 2025

Mayor McEachern announced the results of the contest winners. Kids Choice Winner – 580 FW Hartford Drive; Kids Choice Runner-up – 170 FW Hartford Drive; Creative Winner – 520 FW Hartford Drive; Creative Runner-up – 3 Sanderling Way, Traditional Winner – 752 South Street and for the Traditional Runner-up for the first time ever there was a tie. Traditional Second Choice – 660 Middle Street and 114 Cabot Street.

Outgoing Councilors Josh Denton and Vince Lombardi

Mayor McEachern said as tradition, we present outgoing Councilors with a City chair of their choice. He said that Councilor Lombardi chose the traditional captain's chair that is here in front of the dais, and when it came to choosing a chair for Councilor Denton, we took into account that an actual chair might take up too much room in his home so we commissioned a stool which was made by Portsmouth resident and amazing woodworker Jonathan Bock at the Port City Makerspace. He stated that the seat is black walnut, the legs are a species of mahogany, and on the seat is an inlaid brass engraved plate with the city seal.

IX. PUBLIC COMMENT SESSION (*This session shall not exceed 45 minutes*) – (participation may be in person or via Zoom)

Buzz Scherr, Police Commissioner, spoke regarding the Memorandum of Understanding (MOU) which addresses the current salary structure which made it difficult to hire lateral hires. He said it is more expensive to hire new officers which we have always had a problem with lateral hires. He said they are struggling with hiring in this environment, and this MOU will make a difference for the department and officers.

Petra Huda spoke to the MOU and said that based on data presented effective January 1, 2026, this would increase the budget significantly. She said that there are new costs to be added to the budget, and she feels there should be a public hearing on this request because we are dealing with funds. She said that this violates the City Charter.

Roy Helsel asked how the schools feel about school vouchers. He also addressed the danger at Hodgdon Way and Cate Street. He said that the stop signs are not affixed properly for line of sight.

Tyler Garzo provided strong support for the resident parking program. He would like Parrott Avenue metered and said the cost of parking is too low.

X. PUBLIC HEARINGS AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

(There are no items under this section of the agenda this evening)

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Approval of Police Proposed Memorandum of Agreement

Deputy City Manager Weber said the Memorandum of Agreement will significantly reduce the number of steps in the current salary schedule, which allows employees to advance more rapidly up the existing salary range. He reported that eighteen steps have been compressed to seven steps effective January 1, 2026. He advised the City Council that the market is changing significantly where junior officers are hired and go through the training process and then leave because our steps take more time to get to the high salary contained in the schedule.

Police Chief Newport said we want to continue to help and support our officers. He stated we are falling short on salaries and are not competitive anymore and other departments are pulling officers away from us.

Discussion followed among the Council regarding the increase in cost under the MOA.

Councilor Tabor moved to approve the proposed Memorandum of Agreement with the Portsmouth Police Patrolman's Union. Seconded by Councilor Moreau.

On a unanimous roll call vote 9-0, motion passed.

2. Resident Access Parking Program Policy Approval

City Manager Conard said the Resident Access Parking Program (RAPP) is being brought back to you for consideration and adoption. She stated that this is a policy which the Council has the ability to make adjustments as we go.

Deputy City Manager Weber reviewed the Pilot Program and its goal to increase parking availability for residents by charging non-residents \$1.00 an hour and providing free parking in designated locations outside the metered Downtown Business District (RAPP Zones) for Portsmouth residents, School, Recreation and Library employees who have registered their license plates through the City's Parking or Tax Office. He stated the Council will receive regular updates on data collected from the program. He further stated that the Recreation Board suggested that a kiosk be installed at the Library. Deputy City Manager Weber said we would also add Chris Rice Skateboard Park lot.

Assistant Mayor Kelley spoke regarding adding the Chris Rice Skateboard Park which is not downtown like the other locations. She said adding the Skateboard Park is the real trial starting point and expressed concern with that location.

Discussion followed among the City Councilors regarding areas and the measure of success with the program. Deputy City Manager Weber explained that a summary of the matrix will be provided.

Mayor McEachern said we need to understand the supply and demand to know the cost of free parking.

Councilor Cook thanked Deputy City Manager Weber for his work on this program but said to include Parrott Avenue or the Masonic Lodge Lot. She said the goal of the program is to allow residents to park on the streets. She suggested looking for satellite lots for people to park.

Mayor McEachern said that this has not gone to the Parking & Traffic Safety Committee for vetting.

Assistant Mayor Kelley moved to refer the program to the Parking & Traffic Safety Committee for their next meeting. Seconded by Councilor Moreau and voted.

3. Access Easement for Water Services for Property Located at 921 Islington Street

Assistant Mayor Kelley moved to authorize the City Manager to accept and record a Water Service Access Easement Deed in a substantially similar form to the easement deed from PWED 2, LLC contained in the agenda packet. Seconded by Councilor Blalock and voted.

4. Access Easements for Water Services for Property Located at 361 Hanover Street

Councilor Denton moved to authorize the City Manager to accept and record Access Easements for Water Services in a substantially similar form to the easement deeds from 361 Hanover Steam Factory, LLC and form to the Powerhouse Realty Trust contained in the agenda packet. Seconded by Assistant Mayor Kelley.

Councilor Moreau advised the Council she would be recusing from the vote.

Motion passed with Councilor Moreau recusing from the vote.

XII. CONSENT AGENDA

- A. Letter from Annie Zampitella, Wentworth-Douglass Hospital and Conventures, Inc., requesting permission to hold the 2026 Seacoast Cancer 5K on Sunday, September 20, 2026 (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- B. Letter from Maria Stephanou, Alzheimer's Association, requesting permission to hold the 2026 Annual Seacoast Walk to End Alzheimer's on Sunday, October 25, 2026 (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- C. Letter from Jenna Raizes, Portsmouth Little League, requesting permission to install temporary signage at the Plains, Hislop, and Central Fields for the 2026 baseball season (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- D. Letter from Jenna Raizes, Portsmouth Little League, requesting permission to install registration-promotion signage at Central and Plains Fields until March 15, 2026 (***Anticipated action – move to refer to the City Manager with Authority to Act***)

Councilor Lombardi moved to adopt the Consent Agenda. Seconded by Councilor Tabor and voted.

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence

Councilor Moreau moved to accept and place on file. Seconded by Councilor Tabor and voted.

- B. Letter from Caleb & Samantha Ginsberg, New Hampshire Soccer Club, LLC requesting permission to Host World Cup Watch Party on Pleasant Street with Street Closure Friday, June 12, 2026

Councilor Lombardi moved to refer to the City Manager with Authority to Act. Seconded by Councilor Cook.

The City Council expressed concerns regarding such a large event requesting to be held downtown.

City Manager Conard said there would need to be a lot of communication, and she would work with the Ginsberg's on the details and a location to hold this kind of event.

Motion passed.

XIV. MAYOR McEACHERN

1. Acceptance of Resignation:
 - Mandela Pruett from the Arts and Cultural Commission

Councilor Blalock moved to accept with regret the resignation of Mandela Pruett from the Arts and Cultural Commission. Seconded by Councilor Cook and voted.

2. Appointments to be Voted:
 - Appointment of Robert P. Sullivan as a Regular Member to the Zoning Board of Adjustment
 - Appointment of Mike Lucas as an Alternate Member to the Zoning Board of Adjustment

Councilor Denton moved the appointments of Robert P. Sullivan as a Regular Member and Mike Lucas as an Alternate Member to the Zoning Board of Adjustment. Seconded by Councilor Tabor and voted.

XV. CITY COUNCIL MEMBERS

A. ASSISTANT MAYOR KELLEY

1. End of Term Update of African Burying Ground Memorial Park Stewardship Committee

Assistant Mayor Kelley reported over the last 20 years, the purposes and work of the African Burying Ground Committee have evolved and changed depending on the tasks presented, memorial design, fund raising, construction and reinterment of remains. She asked that the Committee be reestablished with a reconsidered mission and announced that the new name will be the African Burying Grounds Preservation Committee.

B. COUNCILOR COOK

1. Report Back from Governance Committee

Councilor Cook moved to sunset the Governance Committee. Seconded by Assistant Mayor Kelley.

Councilor Cook said the Governance Committee has done a great deal of work over the last four years. She thanked Assistant Mayor Kelley, Councilors Tabor, and Lombardi for serving on the Committee and their dedication. She spoke to the many ordinance changes and the policies adopted.

Motion passed.

C. COUNCILOR BAGLEY

1. Parking & Traffic Safety Committee Action Sheet and Minutes of December 4, 2025

Councilor Bagley moved to approve and accept the action sheet and minutes of the December 4, 2025, Parking & Traffic Safety Committee meeting. Seconded by Councilor Moreau and voted.

XVI. APPROVAL OF GRANTS/DONATIONS

(There are no items under this section of the agenda this evening)

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

1. Update on Tax Bill Status

City Manager Conard announced that the tax rate was set by the New Hampshire Department of Revenue Administration at \$11.51. She reported that tax bills will be mailed on December 24, 2025, with payments accepted starting Monday, December 29, 2025. She stated that the new tax rate is six cents lower than the estimated rate in the FY26 adopted budget due to greater than expected property growth. She advised the City Council that \$200 million in property development this year has strengthened the City's tax base.

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

XIX. ADJOURNMENT

At 9:25 p.m., Councilor Lombardi moved to adjourn the meeting. Seconded by Councilor Denton and voted.



KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, JANUARY 5, 2026

PORTSMOUTH, NH
TIME: 7:00PM

I. CALL TO ORDER

Mayor McEachern called the meeting to order at 7:00 p.m.

II. ROLL CALL

Present: Mayor McEachern, Assistant Mayor Kelley, Councilors Cook, Tabor, Blalock, Bagley, Moreau, Flynn, and Hopkins

III. INVOCATION

Reverend Dr. Jerrell Riggins, of New Hope Baptist Church provided the Invocation this evening.

IV. POSTING OF THE COLORS

Members of the Portsmouth Police and Fire Departments Honor Guard held a procession and posted the colors.

IV. PLEDGE OF ALLEGIANCE

Students in attendance led in the Pledge of Allegiance.

V. STAR-SPANGLED BANNER

The Star-Spangled Banner was performed by Angelynne Hinson accompanied by the Portsmouth High School Instrumental Ensemble under Director Eric Gagnon.

VI. INAUGURAL REMARKS

State Senator Perkins-Kwoka

State Senator Perkins-Kwoka gave offered remarks in acknowledgement of the ceremony this evening and extended her congratulations to all elected officials.

Congressman Pappas Remarks

Congressman Pappas provided remarks in recognition of the ceremony this evening and extended his congratulations to all elected officials.

Senator Hassan Remarks

Jennifer Kuzma, on behalf of Senator Hassan, read remarks in honor of the ceremony this evening and extended her congratulations and well-wishes to all elected officials.

Senator Shaheen Remarks

Elizabeth McKenna read remarks from Senator Shaheen in honor of this joyous occasion.

OATH OF OFFICE

City Clerk Barnaby administered the Oath of Office to the following officials who were elected at the November 4, 2025, Municipal Election.

A. FIRE COMMISSION

City Clerk Barnaby announced that Fire Commissioners Richard Gamester and Jennifer Mosher-Matthes are unable to be with us this evening.

B. POLICE COMMISSION

Commissioner Buzz Scherr
Commissioner Jay Lieberman

C. SCHOOL BOARD

Lisa Rapaport, Steve Adler, Nancy Novelline Clayburgh, Brian French, and Jennifer Shump

D. CITY COUNCIL

1. Councilors Kate Cook, John Tabor, Rich Blalock, Andrew Bagley, Beth Moreau Michelle Flynn, and Annie Hopkins
2. Assistant Mayor JoAnna “Jo” Kelley
3. Mayor Deaglan McEachern recited the Oath of Office administered by City Clerk Barnaby

V. INAUGURAL ADDRESS BY MAYOR DEAGLAN McEACHERN

Mayor McEachern said he really wants to thank City Clerk Kelli Barnaby not just because she gave flowers to his wife and daughters but because everything Kelli and the City Clerk’s Office does to protect our democracy. He said it does not go unnoticed here but in Portsmouth none of this happens without her and her steadfast leadership.

Friends and neighbors,

Thank you for being here today. Thank you to my family, to my colleagues on the council, to our staff, and to everyone who took time to join us. Your presence matters, and I am deeply grateful for it.

As our country enters its 250th year, Portsmouth reminds us that America's story has always lived close to home.

On this day, 250 years ago, New Hampshire signed its first constitution, becoming the first colony to write for itself the rules by which it would be governed. Long before freedom was formally declared, people here acted as if it were already their responsibility, not waiting for permission from a distant crown, but asserting that authority begins with people themselves. The ideas were alive, being tested not in far-off halls of power, but in streets and gathering places, by ordinary people deciding what responsibility meant.

When the Declaration of Independence was read in Market Square, then known as King Street, it was not a government order that changed the name of the street. It was a citizen, Thomas Manning, so moved by what he heard that he began calling it Congress Street. Others followed. And the name endured.

That moment tells you almost everything you need to know about Portsmouth.

People listened. They recognized something just. And they acted.

That same spirit brings us together today as we take the oath of office once again.

When this country was founded, it was not enough to break free from the rule of a distant crown. The Declaration did not stop at naming our inalienable rights. It demanded a government by and for the people to protect the rights we hold to be self-evident. A government is not above the people but in service to the people.

That is what an inauguration marks. A recognition that freedom carries responsibility. My responsibility to serve you and your responsibility to honor the generations who built this city and our nation by serving one another.

Those earliest generations came here because of the water. They came to fish, to trade, to build. This harbor connected New Hampshire to the wider world and shaped how people earned a living. That legacy is still with us, visible even on our state flag in the USS Raleigh, a reminder that Portsmouth helped guide the destiny of New Hampshire.

That spirit shows up in the work of countless people whose names never made a plaque. From our harbor, ships and submarines have been built, launched, and are still refitted today in service of our nation. From this community, aircraft have taken flights in times of global conflict, as they still do today. And in 1905, Portsmouth helped bring nations together to end a war, reminding the world that strength is measured not only by how we defend freedom but by how we help secure peace.

When the mission at Pease changed, Portsmouth did what it has always done. We adapted. We rebuilt. And we turned that place into an economic engine for the entire state, carrying that same sense of service forward.

Across centuries in Portsmouth, when something needed doing, people here did it to strengthen our city, our state, our country, and our world.

That is still true today.

Like generations before us, we face real challenges. And like generations before us, we are meeting them with action.

We did not just talk about housing. We changed the rules holding it back. Portsmouth approved more new housing units faster than any other community in New Hampshire, helping drive the first reduction in two-bedroom prices in more than a decade.

We built the first dedicated Housing Trust in the Seacoast, turning policy into a permanent tool to protect affordability for the next generation, and brought two new affordable housing projects to life with the Portsmouth Housing Authority.

We modernized city government, investing in technology to expand services while holding staffing flat and keeping budget growth below the state's, all while continuing to invest in the core services people rely on every day, including roads, water, public safety, and schools.

We expanded tax relief for seniors and veterans to the highest levels in the state, so those who built this city and served this country can remain in the homes they earned.

And we invested in climate resilience not as ideology, but as risk management, protecting neighborhoods, infrastructure, and taxpayers from the rising costs of inaction.

Units approved. Dollars saved. Bills stabilized. Relief delivered. That is what progress looks like when a city decides to act.

This progress does not happen on its own. It takes each of us working together, and the work continues.

Thank you for trusting me with a third term as Mayor.

As we embark on this next chapter, Portsmouth and communities across New Hampshire face a familiar challenge. Rising costs and decisions made farther from the people who felt their impact most directly. As responsibilities are pushed downward without the tools to manage them, we are reminded of a basic truth from our founding. Government exists by the consent of the governed, and that consent is earned when power serves the people, not when burdens are imposed without relief.

In times like these, as in times before, it is right to question whether authority is aligned with those who sustain it, and to insist on systems that allow our people to remain rooted in the communities they built.

Portsmouth has led before and will lead again, guided by the ideals that gave rise to this country. The belief that people are born with inalienable rights. That government exists to secure them. And that when it falls short, it is the responsibility of citizens and their leaders to act.

We draw strength from those who came before us, not to repeat their answers, but to carry forward their courage and their sense of obligation.

That work will take all nine of us on this council. It will take our boards and commissions. But above all, it will take citizens who stay engaged, who hold us accountable, and who continue to show up.

As our country enters its 250th year, the best way to honor the Declaration is not by reciting it, but by living it. By building a government that answers to the people. By practicing leadership as service. And by remembering that self-government endures only when citizens remain at its center.

Thank you for the trust you have placed in me.

Let us get to work.

X. BENEDICTION

Reverend Dr. Jerrell Riggins, New Hope Baptist Church gave the benediction.

XI. ADJOURNMENT

At 7:50 p.m., Assistant Mayor Kelley moved to adjourn the meeting. Seconded by Councilor Moreau and voted.



KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

**The Council Chambers
City Hall
Portsmouth, New Hampshire**

A Proclamation

Whereas: In 1926, Dr. Carter G. Woodson created the week-long commemoration that has become Black History Month, selecting February because it contained the birthdays of two major influences in Black life at the time: Abraham Lincoln (February 12) and Frederick Douglass (February 14); and

Whereas: February is now observed throughout the nation as Black History Month with special programs and events, this year commemorating a century of celebrations; and

Whereas: As we are reminded by vibrant celebrations in Portsmouth of Dr. Martin Luther King Day, Juneteenth, and the New England BIPOC Festival, the stories of African and African-American residents are woven deep in the fabric of our City. Black citizens throughout our history remind us of the shadows of enslaved residents as early as 1645 and the 1779 Petition for Freedom etched in the African Burying Ground Memorial. They remind us as well of the civic contributions of our early free Black residents and their descendants and successors; and

Whereas: In 2020, the Portsmouth City Council passed a Resolution which declared Portsmouth to be a Racial Justice Municipality. We continue to stand proudly with the Seacoast NAACP, the Seacoast African American Cultural Center, the Black Heritage Trail of New Hampshire, the New England BIPOC Festival and many others who celebrate the complex history of Africans and African-Americans in Portsmouth; and

Whereas: We are resolved to affirm the City's commitment by hosting events, providing helpful pathways to additional resources, alerting employees and board and commission members to training opportunities, and identifying ways to advance dialogues with stakeholders for racial justice.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, do hereby proclaim the month of February 2026 in Portsmouth, New Hampshire as

Black History Month

and urge all citizens to champion – now more than ever – our commitment to racial equity and inclusion and to sustain the open door of diversity throughout our community.



Given with my hand and the
Seal of the City of Portsmouth,
on this 2nd day of February 2026



Deaglan McEachern, Mayor of Portsmouth



CITY OF PORTSMOUTH

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
kconard@portsmouthnh.gov
(603) 610-7201

Karen S. Conard
City Manager

Date: January 29, 2026

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 February 2, 2026

11. City Manager's Items Which Require Action:

A. Request for Water and Sewer Enterprise Fund Rate Model Study Follow Up Work Session:

The City has recently contracted with Stantec to conduct a rate study for the Water and Sewer Enterprise Funds. These studies are completed periodically to ensure revenues are stable and sufficient enough to sustainably fund operations and infrastructure improvements through fair and equitable rates and fees.

At the January 14, 2026 City Council work session, Stantec presented the rate study process and their initial findings regarding Enterprise Fund status. Stantec has evaluated existing water and sewer usage, revenues, debt service, and planned expenditures and is prepared to present their recommendations during a work session with respect to proposed changes to the water and sewer rates and fees.

I recommend that the City Council move to schedule a work session on March 2, 2026 at 6:00 p.m. for the purpose of presenting and discussing the findings and recommendations of the Water and Sewer Rate Study.

B. Purchase and Sale Agreement for the Greenland Well:

The PFAS Treatment Facility for the Greenland Well is currently in design by Underwood Engineers, Inc. (UEI) and requires land beyond the boundary of the property currently owned by the City of Portsmouth. A request has been made to the Town of Greenland to purchase 1.07 acres of Town land as delineated by UEI and Doucet Survey on [the attached site plan](#). The Town of Greenland is including this request in their 2026 Town Warrant. An appraisal of the subject property conducted by Bergeron Commercial Appraisal in 2025 determined the value of the property as \$16,000. Through discussions with the Greenland Selectboard, a Purchase and Sale Agreement (P&S) has been drafted that identifies the payment for the property with an equivalent exchange in value to be paid through the construction and paving of the access road to the Town's Michael Maloney Recreation Field. Funds authorized for the treatment system construction are available for this project.

The draft P&S Agreement is attached and includes the survey plan. The City of Portsmouth and the Town of Greenland may make some minor edits to the final draft prior to execution, however, both the Town and the City seek to move forward by working to fulfill the contingencies outlined in the draft P&S Agreement, namely Town approval by its voters and City Council authorization to proceed granted to the City Manager.

In consultation with Regulatory Counsel, this proposed property acquisition is not required to go the Planning Board for a recommendation because the property is in Greenland.

I recommend that the City Council move to authorize the City Manager to enter into a Purchase and Sale Agreement in a substantially similar form as provided in the agenda packet to procure approximately 1.07 acres from the Town of Greenland, and take all further action subsequent thereto that may be necessary to close on the subject project if contingencies are met.

C. Renewal and Update to the Municipal Alliance for Adaptive Management (MAAM):

In November 2020, the U.S. Environmental Protection Agency (EPA) issued the Great Bay Total Nitrogen General Permit (General Permit) to regulate the nitrogen discharges from twelve New Hampshire communities that operate wastewater treatment facilities which outlet directly or indirectly to the Great Bay Estuary. The General Permit is unique in that it allows for regulated communities to opt-in to an adaptive management approach to nitrogen reduction. The adaptive management approach is intended to help all parties (communities, regulators and stakeholders) better understand the water quality challenges of the Estuary through data gathering and analysis, implement and document non-point nitrogen reduction efforts, and chart a course to improved water quality and Great Bay Estuary health.

To effectuate the collaboration envisioned by an adaptive management approach under the General Permit, Dover, Portsmouth, and Rochester prepared and adopted a Intermunicipal Agreement (IMA) creating the Municipal Alliance for Adaptive Management (MAAM). Additional MAAM members include Epping, Exeter, Milton, Newington, and Rollinsford. Most recently, the South Berwick, Maine Sewer District and the Berwick, Maine Sewer District elected to join the MAAM in response to wastewater permit updates in Maine. [A copy of the original IMA with all attachments is included in the City Council's packet.](#)

The existing IMA that created the MAAM is due to expire at the end of February 2026. The General Permit, which is also due to expire at the end of February 2026, will be administratively extended by the EPA. There is interest among the town and municipal members in continuing the MAAM and both the New Hampshire Department of Environmental Services and the EPA support the continuation of the MAAM.

The MAAM meetings have proved to be a useful forum for sharing information among all parties. The MAAM collaboration over the last five years has resulted in over \$1.8 million investment in data gathering and analysis, and has secured \$1,000,000 in Congressionally Directed Spending funds for water quality research.

To effectuate a continuation of the MAAM, an Amendment to the IMA has been prepared and all members are bringing it forward to their governing bodies. Attached is an Amendment to Renew and Update the Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary (Amendment) and Attachment 5 which is referenced in the Amendment.

The Amendment includes the following adjustments to the original IMA:

- Minor adjustments to the language to reflect the addition of the Maine communities (ME-Dischargers);
- Adjusting the language of the Executive Board meetings to reflect how it has been working for the last couple years; and
- Removing the cap on the amount of dollar investment in data gathering and analysis in the event that Somersworth, Durham, and other communities join.

Regulatory Counsel Suzanne Woodland will be available to answer any questions at this evening's meeting.

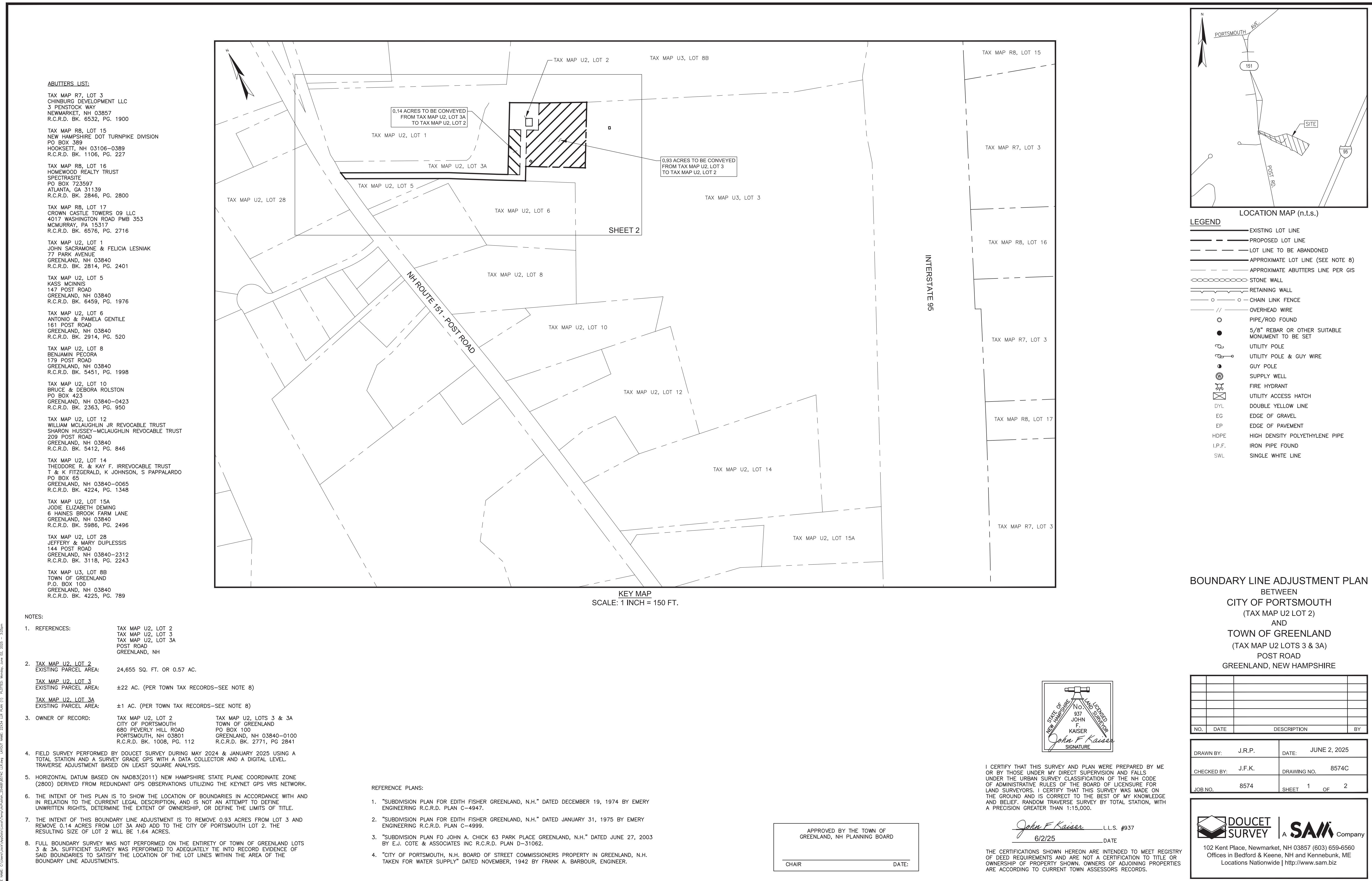
I recommend that the City Council move to authorize the City Manager to execute the Amendment to Renew and Update the Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary in a substantially similar form as contained in the agenda packet.

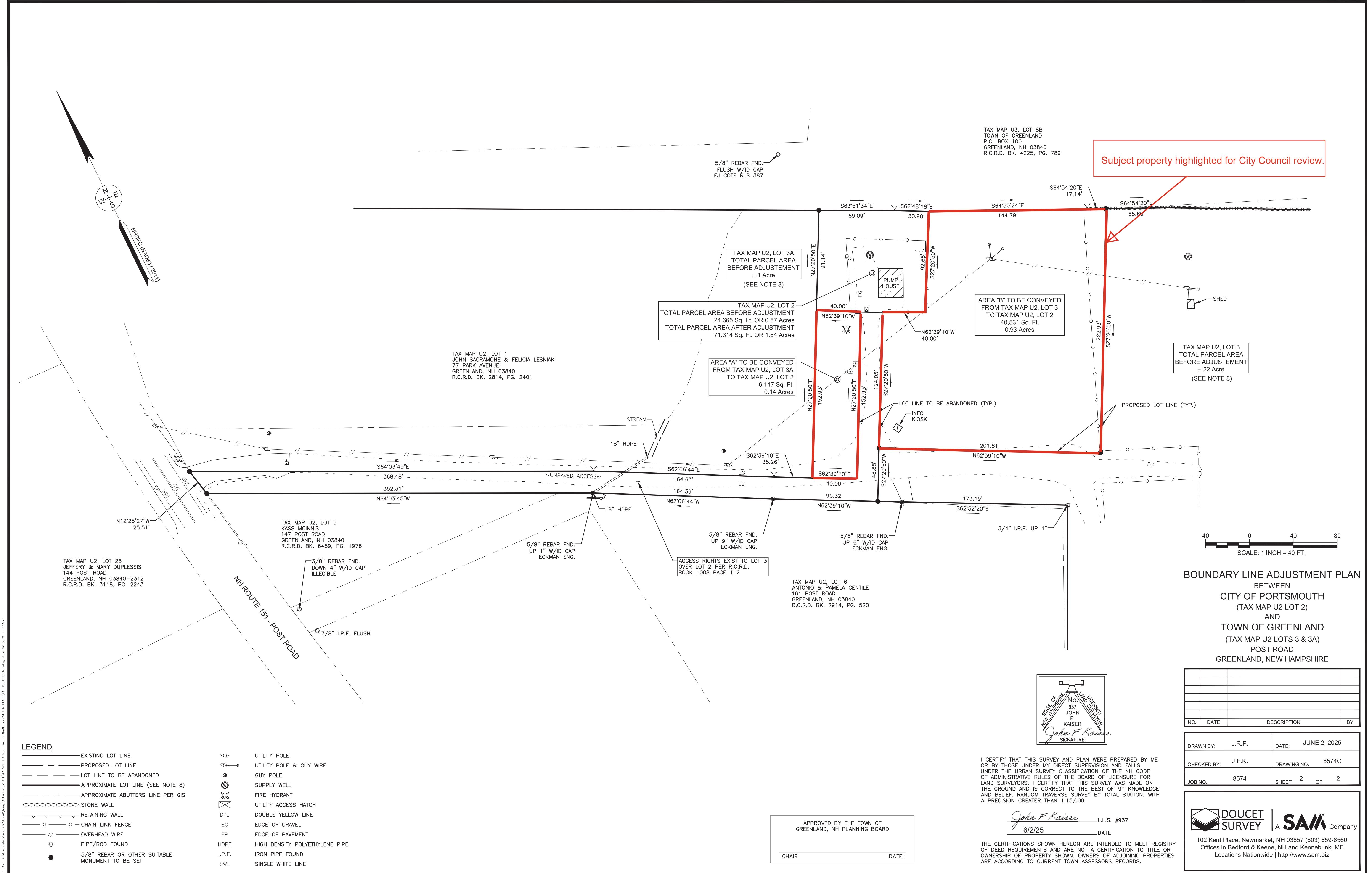
16. Approval of Grants/Donations:

A. Approval of Donation from Paul Gormley and Kimi Iguchi for the Portsmouth Fire Department - \$1,000:

Attached please find a donation form from the Fire Department reflecting a \$1,000 donation from Paul Gormley and Kimi Iguchi.

I recommend that the City Council move to approve and accept the donation for the Fire Department as presented.





PURCHASE AND SALE AGREEMENT

The City of Portsmouth, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, Rockingham County and State of New Hampshire (Portsmouth or Buyer) and the Town of Greenland, 11 Town Square, Greenland, Rockingham County and State of New Hampshire (Seller) enter into this Agreement for the sale and purchase of certain real estate (Agreement) under the terms and conditions described herein.

Recitals

Portsmouth operates a public drinking water system (System) serving customers in Portsmouth as well as portions of Greenland, Newington, Rye and New Castle.

As part of its System, Portsmouth owns property off of Post Road in Greenland, Greenland, Tax Map U2, Lot 2, (Portsmouth's Parcel) on which a drinking water supply well is located (the Greenland Well).

The Greenland Well currently has per and polyfluoroalkyl substances (PFAS) levels that exceed federal drinking water standards that will become effective in 2031.

To meet the new federal guidelines, Portsmouth seeks to acquire additional property adjacent to the Greenland Well so that a treatment system can be added to remove PFAS.

The Seller owns an adjacent 21.85 acre parcel adjacent off Post Road, Map U2, Lot 3, (Seller's Parcel) a portion of which is used for Town of Greenland recreational purposes with the parties maintaining a common driveway to access the two parcels.

Portsmouth has provided to Seller a Boundary Line Adjustment Plan by Doucet Survey dated June 2, 2025 describing the proposed conveyance of 1.07 acres from Seller's parcel to Portsmouth's Parcel which is attached as Exhibit A.

Portsmouth has provided Seller an appraisal dated April 15, 2025, prepared by Bergeron Commercial Appraisal of the 1.07 acres which shows a market value estimate of sixteen thousand dollars (\$16,000.00) attached as Exhibit B.

This Agreement addresses all the real estate and every collateral and subsidiary interest of any kind owned by Seller in the property identified as the 1.07 acres as shown in Exhibit A (Premises). The Premises consists of all land and every interest in real estate by any kind held by Seller in, around, under or adjacent to the Premises.

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NOW THEREFORE, the Parties agree as follows:

1. **Purchase:** Seller agrees to sell, and Portsmouth agrees to buy, the Premises for a total purchase price of \$16,000 (Purchase Price). In lieu of a single lump sum at the time of closing, Seller has requested, and Portsmouth has agreed, that the Purchase Price will be applied to an improvement to the Seller's remaining property (Improvement). That Improvement consists of an extension of the paved driveway as shown in the attached Exhibit C to be included as part of Portsmouth's construction of the Greenland Well upgrade. If the Improvement is not constructed within two (2) years of the date of closing, Seller shall have the right to request in writing the Purchase Price as a single lump sum which Portsmouth shall provide within thirty (30) days of such request.
2. **Title:** Seller shall convey the Premises to Portsmouth in fee simple with good and marketable title, free and clear of all defects and encumbrances at the closing except those expressly approved in writing by Portsmouth. Portsmouth may, at its cost conduct a title search, and procure title insurance. If title is unsatisfactory to Portsmouth, Portsmouth may declare this Agreement null and void.
3. **Deed:** Seller shall convey the Premises to Portsmouth by Warranty Deed. It is anticipated that the parties may include language in the deed or enter into a common driveway/roadway maintenance agreement to further define and clarify rights and responsibilities.
4. **Closing:** The date, time and location of the closing will be set by agreement of the Parties (Closing).
5. **Risk of Loss:** Until transfer of title to Portsmouth, the risk of loss or damage to all or any part of the Premises by fire or otherwise shall remain with Seller.
6. **Taxes:** Premises is currently exempt from property taxes as it is owned by Seller. Portsmouth will not be responsible for any taxes until such time as title transfers.
7. **Utilities and Utility Infrastructure:** There are no utilities to be prorated. There is a power pole on the Premises that will be relocated on a portion of Seller's Parcel that is not part of the Premises to be conveyed.
8. **Transfer and Recording Fees:** Portsmouth shall pay all costs and recording fees for the deed to the Premises and the transfer taxes shall be paid as required by State law.
9. **Inspections:** Prior to the transfer of title to the premises, Portsmouth, its employees and contractors, shall have the complete and unimpeded right to enter the Premises to survey and inspect any aspect of the Premises for any purpose deemed appropriate by Portsmouth. Such inspection shall include but not be limited to inspections for all environmental purposes. All inspections will be done by inspectors chosen and paid for by Portsmouth. If the result of any inspection is unsatisfactory to the Portsmouth,

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Portsmouth may declare this Agreement null and void by notifying Seller in writing that the result of such inspection is deemed unsatisfactory. If Portsmouth determines the result of an inspection to be unsatisfactory, Seller shall have a thirty (30) calendar day period to cure any unsatisfactory inspection result to meet Portsmouth's satisfaction.

10. **Renters, Lessees and Occupants of Any Kind:** Seller represents that there are no renters, lessees or occupants on the Premises and will ensure that prior to the transfer of title of the Premises to Portsmouth the Premises will be free of renters, leasees and occupants.
11. **Seller Representation as to Premises.** Seller represents that, to its knowledge, it has received no notice of any violation of any State or federal environmental law on the Premises and is aware of no release of hazardous substances on the Premises other than PFAS impacts already documented by Portsmouth's water system testing.
12. **Contingencies:** The purchase is contingent on the following:
 - a. Portsmouth's purchase of the Premises is contingent upon approval of the acquisition by the Portsmouth City Council which approval shall be no later than _____; and
 - b. Seller's conveyance of Premises is contingent upon approval of the voters of the Town of Greenland _____.
 - c. This transaction is contingent upon approval of the Boundary Line Adjustment by the Town of Greenland Planning Board, and recordation of the approval.
13. **Prior Statements:** The Agreement sets forth the entire agreement between Portsmouth and Seller and the Parties agree and stipulate that there are no other representations, agreements or understandings with respect to this Agreement other than those expressly set forth herein.
14. **Counterparts:** This Agreement may be executed in duplicate original or counterparts, and a copy, facsimile or pdf of this agreement shall for all purposes be deemed an original.
15. **Closing Date:** Portsmouth and Seller shall each exercise their best efforts to bring about a closing of this transaction within 45 days of the final contingency having been satisfied.
16. **Good Faith:** The parties agree to negotiate in good faith to resolve any issue which may arise with respect to the transfer of the Premises prior to closing.
17. **Immunities:** Nothing in this Agreement shall be deemed or construed as a waiver of sovereign immunity or any other immunity provided by law.

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CITY OF PORTSMOUTH

Dated: _____

By: _____

Karen S. Conard,
City Manager

TOWN OF GREENLAND

Dated: _____

By: _____

Tara Tucker
Town Administrator

DRAFT

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April 8, 2021

INTERMUNICIPAL AGREEMENT
FOR DEVELOPMENT OF AN ADAPTIVE WATER QUALITY MANAGEMENT PLAN
FOR GREAT BAY ESTUARY

The parties to this Intermunicipal Agreement are the City of Rochester, the City of Dover and the City of Portsmouth and those additional municipalities and towns that have executed this Agreement in accord with its provisions below.

WHEREAS, the U.S. Environmental Protection Agency Region I ("EPA") issued the Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) on November 24, 2020 (the "General Permit");

WHEREAS, municipalities and towns that own or operate any of 13 certain municipal wastewater treatment facilities covered by the General Permit may choose to Opt-In to the General Permit by April 2, 2021 and become permittees (the "Permittees");

WHEREAS, the Cities of Rochester, Dover and Portsmouth operate wastewater treatment facilities in the Great Bay Estuary plan to Opt-In to the General Permit;

WHEREAS, the Cities of Rochester, Dover and Portsmouth are seeking to collaborate with each other, with other Permittees, with other communities in the watershed as well as with all involved regulators and stakeholders in an adaptive management framework addressing water quality and overall TN source reductions to the Great Bay estuary as described in Part 3 of the General Permit;

WHEREAS, the General Permit envisions the elements of an adaptive management framework for the Great Bay estuary as including (1) ambient water quality monitoring (2) pollution tracking (3) pollution reduction planning and implementation, and (4) review of significant scientific, methodological, and protective target nitrogen load issues of importance to the Permittees;

WHEREAS, the General Permit describes adaptive management implementation as including collaboration between Permittees and EPA, the State of New Hampshire through its Department of Environmental Services, ("NHDES"), and public, private, commercial, and other stakeholders including the Conservation Law Foundation ("CLF");

WHEREAS, Permittees are required by the General Permit to submit a detailed proposal on or before July 31, 2021; and

WHEREAS, through this Intermunicipal Agreement, the Permittees seek to implement the Intermunicipal Plan For Adaptive Water Quality Management In the Great Bay Estuary dated December 14, 2020 ("Plan") and included as Attachment 1.

WHEREAS, RSA 53-A:1 permits "...municipalities and counties to make the most efficient use of their powers by enabling them to cooperate with other municipalities and

counties on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities”;

THEREFORE, pursuant to RSA 53-A:3, the Permittees enter into this Agreement for the purposes described above as follows:

I. DEFINITIONS

- A. “Contribution Formula” that mechanism for allocating costs among the Members who are Permittees.
- B. “Executive Board” that administrative and management body charged with the responsibilities described in paragraph V.
- C. “Member” that municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, that has indicated its intent to be a part of this Agreement by executing Attachment 2.
- D. “Recommended Annual Contribution for Monitoring” that amount recommended annually by the Executive Board and adopted by the Members for water quality monitoring and analysis.

II. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to implement the Plan to improve water quality in the Great Bay estuary and to take such other and further collaborative action which may be agreed upon to fulfill or assist Permittees’ compliance with the General Permit. No separate corporate entity is being created as this instrument is intended to assist with joint administrative and executive functions associated with implementation of the Plan and to generate and coordinate funding recommendations necessary to implement the Plan.

III. DURATION OF AGREEMENT

The term of this Agreement runs from March 1, 2021 to February 28, 2026. This Agreement may be renewed for an additional term to be determined by vote of the majority of the Members.

IV. MEMBERS

- A. Membership. The initiating Members to this Agreement are: the City of Rochester acting through its City Manager; the City of Dover acting through its City Manager and the City of Portsmouth acting through its City Manager. Additional Members may be added to this Agreement by

executing Attachment 2 and identifying the acting authority (such as Town Manager, Town Administrator, Sewer Commission) and providing an executed Attachment 2 to the Executive Board . Any municipality or town in the Great Bay estuary watershed, whether located in New Hampshire or Maine, is eligible to be a Member.

The Members for purposes of this Agreement shall be called the Municipal Alliance for Adaptive Management.

B. Organizational Meeting There will be an initial meeting of Members after the Opt-in date of April 2, 2021 but before April 30, 2021 to be set by the City Manager of the City of Rochester. The purpose of the meeting will be to have the Members vote on appointing up to two At-Large Members to the Executive Board and setting the recommended 2021 Contribution Goal. The Executive Board is further defined in Section V. Meetings are discussed further in Section VI.

V. EXECUTIVE BOARD

A. Purpose and Authority of Executive Board. The Executive Board has the authority to enter into contracts on behalf of the Municipal Alliance for Adaptive Management in order to implement the Plan, to receive and manage funds by way of the fiscal agent (defined below), to approve bills and disbursements, to make funding recommendations and to circulate documents necessary in order to keep Members informed, to set the annual meeting of the members, to participate in discussions with stakeholders, and to conduct such other activities as the Executive Board deems necessary and proper to carry out the purposes of this Agreement. The Executive Board does not otherwise have authority to acquire or hold items of personal or real property.

B. Officers. Beginning with its first meeting and then annually thereafter, the Executive Board shall elect a Chair, Vice Chair and a Clerk from the members of the Executive Board.

C. Membership of Executive Board. The Executive Board shall be composed of three Standing Members consisting of the city managers of the City of Rochester, the City of Dover, and the City of Portsmouth. The Members may select up to two additional At-Large Members of the Executive Board from other communities.

At-Large Members of the Executive Board members shall be nominated at the Members' Organizational Meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term, the Members will elect/re-elect At-Large Executive Board members at the meeting in which an extension of the term of this

Agreement is made. At-Large Executive Board Members must be Permittees.

There are no term limits for Executive Board members. Executive Board members may appoint designees if that designee has decision-making authority.

In the event any vacancy occurs for At-Large Executive Board Members, the Executive Board shall within thirty (30) days of the vacancy call a meeting of the Members so that the Members may select a replacement.

In the event more than three Members are communities from Maine, those members from Maine may request that the Executive Board be expanded to include a Member from Maine, which request will be granted provided there is an agreement on a formula for contribution to the activities contemplated by this Agreement.

D. No Personal Liability. Executive Board members and its officers shall not be personally liable for any debt, liability or obligation of the Municipal Alliance for Adaptive Management. All persons having any claim against the Municipal Alliance for Adaptive Management may look only to its funds for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decrees, or of any money that may otherwise become due and payable to them from the Municipal Alliance for Adaptive Management.

VI. MEETINGS

A. Annual meetings of the Members. After the initial Organizational Meeting a meeting of the Members shall be held at least annually in the last quarter of each calendar year. At the Annual Meeting the Members shall vote on the Recommended Contribution for the following calendar year.

Annual meetings of the Members shall be subject to the requirements of public meetings as required by NH RSA 91-A. Members shall have the ability to participate telephonically and by video conference as may be permitted under NH RSA 91-A.

Each Member is afforded one vote in all matters that require action. A majority vote of those Members present and voting shall be needed to act upon any business associated with this Agreement. One third of the total Membership shall constitute a quorum.

B. Executive Board Meetings. The Executive Board shall meet at least biannually or more frequently at the call of the Chair at such times and places that are mutually convenient. The meetings of the Executive Board are not public meetings as that term is defined by NH RSA 91-A.

Voting. If there are three Executive Board Members, a quorum is two (2) Members. If there are five or more Executive Board members a quorum is three Members. All votes will pass by simple majority.

Attendance. Attendance for purposes of quorum and voting may be by telephone or video conference. A record of the actions taken by the Executive Board shall be distributed to the Members within ten (10) calendar days of any meeting. Distribution may be by e-mail.

VII. WORK AND COST -SHARING

- A. Initial Water Quality Work. The Cities of Rochester, Dover and Portsmouth identified an initial scope of work necessary to initiate the adaptive management opportunity identified in Part 3 of the General Permit. Water quality specialists within the engineering firm of Brown and Caldwell were solicited to submit a proposal to complete the scope of work. Due to the time constraints imposed by the Permit and the schedule of other stakeholders including PREP to develop a water quality monitoring plan for the upcoming sampling season, the three cities entered into a memorandum of agreement to share equally the costs of the work described. The Memorandum of Agreement and the Scope of Work is set forth at Attachment 3. This paragraph is for informational purposes only and will not form a part of a request for financial contribution from other Members.
- B. Participation in Water Quality Monitoring, Data Gathering and Analysis. Members are expected to participate in the planning and cost of ambient water quality monitoring, data gathering and water quality analysis along with other stakeholders ("Annual Contribution for Monitoring"). The recommended formula for such cost sharing for Members who are Permittees is set forth in Attachment 4 ("Contribution Formula"). The Contribution Formula may be amended by a majority vote of the Members who are also Permittees.
- C. Recommended Annual Contribution for Monitoring. The Annual Contribution for Monitoring, in the aggregate for all Members, shall be no less than \$200,000 and no more than \$500,000. The Executive Board shall develop a Recommended Annual Contribution for Monitoring to be presented to the Members at the Members Annual Meeting in the fall of each calendar year. The Members who are also Permittees shall vote on and set the Recommended Annual Contribution for Monitoring. Members shall make good faith efforts to budget and appropriate the funds in accord with the Recommended Annual Contribution for Monitoring and Contribution Formula adopted at the Members Meeting.

- D. Other Work. The Executive Board may make such additional recommendations to the Members to finance other work consistent with the Plan. Such other work if voted upon by the Members shall be financed according to the Contribution Formula.
- E. Fiscal Agent. The Members agree that the City of Rochester ("City") will be the fiscal agent for Municipal Alliance for Adaptive Management, with the authority to collect, hold, invest, disperse and pay funds held on behalf of the Municipal Alliance for Adaptive Management at the direction of the Executive Board.
- F. Accounting for Funds. The Executive Board with assistance from the Fiscal Agent shall provide to the Members an annual accounting of monies received, spent, and obligated, and a final accounting upon the termination of the Agreement.
- G. Funds upon Termination. Upon termination of this Agreement, no individual employee or member of the Executive Board shall be entitled to a share in the distribution of any funds upon dissolution. Upon termination, the funds shall be distributed to each Member at the time of distribution in proportion to the percentage of its contribution relative to the total contribution of all the Members made in the year of distribution.

VIII. POLLUTION TRACKING

The Executive Board anticipates making recommendations to Members to participate in certain pollutant tracking programs. Members agree to make good faith efforts to participate in such pollution tracking programs.

IX. TERMINATION

- A. Mutual Agreement. This Agreement may be terminated prior to the end of the term upon mutual agreement of the Members.
- B. Withdrawal of a Member at the Conclusion of the Term. A Member wishing to withdraw from the Agreement at the end of the term and not interested in renewal shall give written notice to the Executive Board at least three months before the expiration of the term. The Executive Board will notify the other Members of any Member's withdrawal through their authorized agents who have executed this Agreement.
- C. Withdrawal of Member Prior to Expiration of Term. A Member wishing to withdraw from the Agreement before the end of the term shall be responsible for its share of any outstanding Recommended Annual Contribution for Monitoring for the year in which the terminating Member gives notice of termination. Notice of withdrawal shall be in writing from the Member to the Executive Board at least thirty (30) days prior to termination. The Executive Board will notify the other Members of any

Member's withdrawal through their authorized agents who have executed this Agreement.

D. Appeal of General Permit. This Agreement is being entered into prior to the expiration of the period of appeal of the General Permit. In the event of any appeal of the General Permit, any Member may withdraw from this Agreement without penalty as described in paragraph C..

X. ISSUANCE OF BONDS

The Members do not intend to issue bonds jointly as permitted by RSA 53-A:6. Should the Members decided to do so at a later time, an amendment to this Agreement shall be undertaken to specify those items required by RSA 53-A:6, II.

XI. OTHER

A. Amendment. This Agreement may be amended only by written Agreement signed by two-thirds of the Members.

B. Authority. All Members undersigned represent and agree that they have the authority to enter into this Agreement.

C. Notices. Notices for each party shall be in writing and mailed to the individuals listed in Exhibit B which is attached and incorporated hereto.

D. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of New Hampshire.

F. Separate Document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. Compliance with RSA 53-A:

- Pursuant to RSA 53-A:3 IV, this Agreement does not relieve any of the Members of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Executive Board. Performance may be offered in satisfaction of the obligation or responsibility.
- Pursuant to RSA 53-A:3 V, this Agreement shall be submitted to the NH Attorney General who shall determine whether the

agreement is in proper form and compatible with the laws of this state.

- Pursuant to RSA 53-A:4, this Agreement shall be filed with the clerk of each municipality and with the NH Secretary of State.
- Pursuant to 53-A:5, this Agreement shall be submitted to the NH Department of Revenue Administration as a condition precedent to its entry into force.

This Submission and approval shall be in addition to and not in substitution for the requirement of submission to and approval by the NH Attorney General.

[SIGNATURES FOLLOW]

April 8, 2021

Dated this 8 day of April, 2021.

CITY OF ROCHESTER

By: Blaine Cox
Blaine Cox, City Manager

Dated this 8th day of April, 2021.

CITY OF DOVER

By: J. Michael Joyal Jr.
J. Michael Joyal Jr., City Manager

Dated this 8th day of April, 2021.

CITY OF PORTSMOUTH

By: Karen S. Conard
Karen S. Conard, City Manager

Dated this 8th day of April, 2021.

TOWN OF NEWINGTON

By: Denis Mercier
Denis Mercier, Wastewater Treatment
Plant Manager

Dated this 8th day of April, 2021.

TOWN OF MILTON

By: Julius Peel
Julius Peel, Interim Town Administrator

INTERMUNICIPAL PLAN FOR ADAPTIVE WATER QUALITY MANAGEMENT IN THE GREAT BAY ESTUARY

DECEMBER 14, 2020

This plan outlines a collaborative effort by and among municipalities in furtherance of their mutual interests in appropriate management and protection of water quality in the Great Bay estuary and, for those that opt for coverage under NPDES Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) issued by U.S. Environmental Protection Agency Region I (“EPA”) on November 24, 2020 (the “General Permit”), in the coordinated, cost-effective implementation of the permit’s adaptive management framework.

BACKGROUND

A. General Permit Overview. The General Permit was recently established as an available permitting option for eligible municipal permittees (the “Permittees”) that own or operate any of 13 certain municipal wastewater treatment facilities (“WWTFs”). Its optional approach for the limitation and control of total nitrogen (“TN”) discharges from covered WWTFs combines relatively less stringent TN effluent limitations (as compared to those EPA would otherwise anticipate imposing under individual permits) with the opportunity for the Permittees to collaborate in an adaptive management framework addressing overall TN source reductions to the Great Bay estuary.

B. Adaptive Management Opportunity. As set forth in Part 3 of the General Permit, EPA envisions the elements of an adaptive management framework for the Great Bay estuary as including the General Permit, ambient monitoring, pollution tracking, reduction planning, and review of significant scientific, methodological, and protective target nitrogen load issues of great importance to the Permittees. The General Permit also describes adaptive management implementation as including collaboration between or among EPA, the State of New Hampshire (including the Department of Environmental Services, “NHDES”), and public, private, commercial, and other stakeholders (including the Conservation Law Foundation (“CLF”) with which the Permittees desire to increase coordination to achieve mutual goals). For Permittees that opt for coverage, the General Permit contemplates that the Permittees will participate in this collaboration by submitting a detailed proposal on or before the associated July 31, 2021 deadline.

C. Consistency with Municipal Goals. The adaptive management framework of the General Permit provides an approach to advancing mutual water quality protection interests while also correcting and improving the scientific and technical basis for proper water quality management and protection of the Great Bay estuary. This framework generally has the potential to meet important goals identified by the Permittees during the NPDES permitting process such as improving and protecting water quality based on sound science and public policy, increasing collaboration, resolving significant municipal concerns, aligning governmental authorities on near-term actions and investments, supporting wastewater and stormwater nitrogen removal, supporting ambient monitoring efforts, adopting measurable and achievable TN reductions protective of ecosystem health and resilience, laying a solid foundation for appropriate future investments, and avoiding disputes and delays. This framework is also generally consistent with

certain guiding principles that the Permittees identified during the permitting process, including timely issuance of the first watershed-scale TN General Permit for Great Bay, effectiveness and cost-effectiveness of wastewater and stormwater controls, and steady progress and true adaptive management building on significant WWTF nitrogen reductions already made.

D. Acknowledgment of Common Interests. The Permittees acknowledge and share certain interests with EPA, NHDES, and key stakeholders such as CLF in successful implementation of the adaptive management framework. The Permittees desire to fully and effectively participate in the adaptive management process, not only to meet their own goals and interests, but also to address the scientifically-defensible reasonable interests of these governmental and non-governmental stakeholders in a fiscally responsible manner.

Therefore, in furtherance of mutual interests of the Permittees in continuing to be good stewards of the Great Bay estuary, appropriately protecting water quality, and meeting the needs of the citizens of their communities, the Permittees have established this intermunicipal plan for the development of a joint adaptive management framework proposal in accordance with the General Permit.

JOINT ADAPTIVE MANAGEMENT FRAMEWORK PROPOSAL DEVELOPMENT PROCESS

1. Collaborative Development Process. The Permittees recognize and support the collaborative nature of the adaptive management framework and welcome the opportunity to work in partnership with EPA, NHDES, Piscataqua Region Estuaries Partnership (“PREP”), CLF and other relevant entities to advance nitrogen management in the Great Bay estuary.

a. Municipal Cooperation and Coordination. The Permittees intend to confer and coordinate with one another on all relevant aspects of developing an approvable joint proposal addressing the adaptive management framework elements specified by the General Permit (the “Joint Proposal”) as generally described herein. Although it is assumed that most if not all Permittees will prefer to opt for coverage under the General Permit, Permittees that instead opt for individual permit coverage may still participate in this watershed-level process.

b. Consultation with Interested Third Parties. In the course of developing the Joint Proposal, the General Permit’s adaptive management framework encourages, and the Permittees intend to engage in, consultation from time to time as appropriate with EPA, NHDES, PREP, and CLF, which the Permittees consider to be key governmental partners or stakeholders that share certain goals and interests in common with the Permittees. In addition, significant public participation is anticipated and welcomed by the Permittees. Without limiting the foregoing overarching intent, certain specific opportunities for consultation with identified partners and stakeholders are identified below.

2. Planned Scope of Joint Proposal. The scope of the Joint Proposal is expected to be developed in a manner that meets or exceeds the minimum requirements of Part 3 of the General Permit summarized below and further organized on the basis of priority Nitrogen Reduction Efforts (Paragraph 3 below) and concurrent Endpoint Planning Efforts (Paragraph 4 below).

3. Nitrogen Reduction Efforts. The Permittees intend to prioritize planning and implementation of the following Nitrogen Reduction Efforts during the 2021-2025 permit term, without delay, concurrent with Endpoint Planning Efforts useful for determining long-term water quality goals.

a. Nitrogen Source Reduction Plans. The General Permit (Part 3, Paragraph 1.c.) seeks a proposed outline or plan for overall source reductions of TN over the course of the permit term. The Joint Proposal will address a process and timeline for developing and implementing such TN control measures, including specific short-term control measures for various sources of TN loadings as well as the identification, design, installation, operation and maintenance of specific projects to reduce TN loads. Without limiting the foregoing measures, consideration will be given to the feasibility of regional fertilizer regulation and potential oyster restoration projects. The Joint Proposal will also address pollutant reduction estimations for other pollutants of concern such as TSS/sediment in addition to TN.

b. Consultation with CLF on Nitrogen Project Planning. For purposes of this prioritized nitrogen source reduction planning efforts, the Permittees intend to consult with key stakeholders that possess the technical resources and capability to provide relevant assistance such as on identification of potential projects and opportunities to optimize pollutant reduction benefits through consideration of project types, locations, and costs. The Permittees specifically envision consulting with CLF, assuming CLF interest, during the Joint Proposal development phase as well as during the Joint Proposal implementation phase.

c. Nitrogen Load Tracking Methods. The General Permit (Part 3, Paragraph 1.b.) seeks a proposed method(s) to be used to track reductions and additions of TN over the course of the permit term. The Joint Proposal will address such method(s) with specific consideration being given to potentially using NHDES's Pollution Tracking and Accounting Program ("PTAP") as tracking/accounting system for quantifying the nitrogen loading changes to the Great Bay estuary associated with activities within each municipality such as new/modified septic systems, decentralized wastewater treatment facilities, changes to the amount of effective impervious cover, changes to the amount of disconnected impervious cover, conversion of existing landscape to lawns/turf, and any new or modified structural or non-structural best management practices.

4. Endpoint Planning Efforts. Concurrent with Nitrogen Reduction Efforts, the Permittees intend to support the following Endpoint Planning Efforts useful for determining long-term water quality goals and the basis for future permit renewals.

a. Ambient Water Quality Monitoring. The General Permit (Part 3, Paragraph 1.a.) seeks a proposed approach to ambient water quality monitoring in the Great Bay estuary to determine progress and trends. The Permittees recognize that PREP, as part of EPA's National estuary Program, has benefited the region by tracking environmental trends through long-term monitoring. The Permittees anticipate making additional contribution toward a portion of the overall cost of an expanded, coordinated, non-duplicative, properly-designed ambient monitoring program that the Permittees participate in developing. The Permittees envision the resulting enhanced monitoring effort as being designed to better understand the role of nitrogen, including other factors affecting eelgrass such as sediment characteristics, suspended sediment

concentrations and loads, bioturbation, epiphytic growth, and macroalgal community abundance. In developing the Joint Plan, the Permittees intend to consult with PREP and key partners and stakeholders regarding the design, implementation, cost, and financial and in-kind contributions to an enhanced monitoring effort. The Permittees further intend that their respective individual contributions to their total contribution will be allocated by and among themselves in a fair and equitable manner to be agreed upon.

b. Significant Scientific and Methodological Issue Evaluation. The General Permit (Part 3, Paragraph 1.d.) provides the opportunity for, and the Joint Proposal will include, an inclusive and transparent process for comprehensively evaluating any significant scientific and methodological issues relating to the permit, including the choice of a load-based threshold of 100 kg ha⁻¹ yr⁻¹ (a longstanding concern of the Permittees for reasons memorialized in formal public comments in the administrative record for the General Permit) versus any other proposed threshold, including a concentration-based threshold. The Joint Proposal will include detailed milestones culminating in submission of a report to EPA, prior to expiration of the permit terms, for inclusion in the administrative record for permit renewal. That report will indicate whether the NHDES concurs with the findings.

c. Loading Capacity Determination. The General Permit (Part 3, Paragraph 1.e.) seeks a proposed timeline for completing a Total Maximum Daily Load (“TMDL”) for TN in Great Bay and for submitting it to EPA for review and approval. The Joint Proposal will include such a timeline and may include alternative approaches to identifying Great Bay’s assimilative capacity for TN as a scientifically-defensible and reasonable basis for permit renewal and for implementation activities.

5. Administrative Matters. The Permittees desire to implement this plan and, for those opting for coverage under the General Permit, to develop and implement the Joint Proposal, all in a timely, coordinated, and cost-effective manner.

a. Joint Resources & Cost-Savings. The Permittees’ development and, if approved, implementation of the Joint Proposal will benefit from the assistance of highly-specialized experts such as consultants with substantial expertise in the field of water quality science or knowledge of the Great Bay system. To obtain such expertise, avoid duplication, and minimize total costs, such resources may be secured on a cost-sharing basis as mutually agreed by the Permittees.

b. Intermunicipal Agreement. To facilitate the development and implementation of appropriate aspects of the Joint Proposal on a group basis, including the joint selection and cost-sharing of expert resources, the Permittees or a subset of the Permittees may enter into an intermunicipal agreement pursuant to RSA 53-A:3 (Joint Exercise of Powers). Among other requirements, any such agreement will address the duration, purpose, financing, budget, and administration of such endeavor.

c. Further Efforts. This plan is a non-binding working document that provides a preliminary framework for promptly advancing the important endeavors described herein consistent with the short timeline established in the General Permit, including for submittal of a

Notice of Intent to opt for coverage (by April 2, 2021) and for submittal of the Joint Proposal (by July 31, 2021). This plan does not represent a funding commitment or require any appropriation by any governmental body, nor does it fix the terms and conditions of the anticipated intermunicipal agreement, which is intended to be developed jointly by the participating Permittees. Consistent with the foregoing deadlines, the goal for executing the intermunicipal agreement is March 31, 2021.

* * *

Election to Join
Intermunicipal Agreement
for Development of an Adaptive Water Quality Management Plan
for Great Bay Estuary

City/Town: _____

Election Date: _____

The Acting Authority (City Manager, Town Administrator, Town Manager or Sewer Commissioner) for purposes of this Intermunicipal Agreement is identified below with contact information:

By signing below I, _____, in my capacity as _____, affirm that I am authorized to enter into this Agreement on behalf of the City/Town.

AGREEMENT FOR CONSULTING SERVICES
BETWEEN CITY OF ROCHESTER, NH
AND BROWN AND CALDWELL
FOR PREP ENGAGEMENT

THIS AGREEMENT is made and entered into on this 26th day of January, 2021 by and between the City of Rochester, NH, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to engage with the Piscataqua Region Estuaries Partnership (PREP), DES, and other stakeholders, as PREP develops the research and monitoring initiative required by the National Discharge Elimination System Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire.

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated January 4, 2021. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit B entitled "Scope of Services," dated January 4, 2021 (the "Services"). Any tasks not specifically described in Exhibit B are Additional Services.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. Client will be deemed to

have authorized the Additional Services if Consultant provides Client with notification that the Additional Services will be performed and Client does not object within five (5) working days after notification. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client. All such services required or requested of the Consultant by Client or any third party (except claims between Client and Consultant) will be reimbursed at Consultant's applicable rates for such litigation services.

D. Document Productions

In the event Brown and Caldwell is requested pursuant to subpoena or other legal process to produce its documents or any other information relating to Brown and Caldwell's services under this agreement in judicial or administrative proceedings to which Brown and Caldwell is not a party, Client shall reimburse Brown and Caldwell at standard billing rates for its time and expenses incurred in responding to such requests.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or

Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 120 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit B, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit C, which shall not be exceeded without the consent of the Client. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client. Consultant will provide Client with an updated estimate of the cost to complete this work once approximately 75% of the work is completed.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 30 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the

right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care—Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.
- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, and with Client's written consent, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product,

but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents.

X. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XI. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of

Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIII. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement with the written consent of Client. Subconsultant markup will be five (5) percent of subcontract cost.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XV. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

XVI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or Consultant without prior, written consent of the other. Notwithstanding the foregoing, this Agreement may be assigned by Client to the Municipal Alliance for Adaptive Management.

XVII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder. Notwithstanding the foregoing, the Cities of Dover and Portsmouth are third-party beneficiaries with full access to Consultant's work product, data and communications.

XIII. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XIX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XX. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXI. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of New Hampshire. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXII. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Mark Allenwood, PE
Project Manager
Brown and Caldwell
One Tech Drive Suite 310
Andover, MA 01810-2435

Michael Bezanson, PE
City Engineer
City of Rochester
45 Old Dover Road
Rochester, NH 03867

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell

Signature *Deborah Mahoney*

Printed Name Deborah Mahoney

Title Senior Director Client Services

City of Rochester, NH

Signature *Blaine Cox*

Printed Name Blaine Cox

Title City Manager

Federal Tax ID number: 94-1446346

EXHIBIT A

DESCRIPTION OF PROJECT

The Environmental Protection Agency (EPA) has issued the *National Pollutant Discharge Elimination System Great Bay Total Nitrogen General Permit for Wastewater Treatment Facilities in New Hampshire*, Permit Number NHG58A000. This NPDES permit includes an Adaptive Management Framework Voluntary Submittal, which will require ambient water quality monitoring, ~~nitrogen~~ pollution tracking and reporting these findings to the EPA. These efforts related to the Adaptive Management Framework will be undertaken by the Piscataqua Region Estuaries Partnership (PREP), DES and other stakeholders with active participation by the GBE municipalities.

Deborah Mahoney
1/27/21

BMC
1/27/21

The Project will be BC's engagement with PREP and others regarding the research and monitoring plan currently being developed for the Great Bay Estuary (GBE). BC's tasks specific to the Project include Project Management and Administration, Existing Document Review, PREP Meeting Participation, Technical Support for Monitoring and Study Plans and Technical Support for Adaptive Management Framework.

These tasks will be completed by the BC team of Mark Allenwood, Clifton Bell, Dan Hammond, Stacy Villanueva, Kirk Westphal and Andrew Goldberg. Mark Allenwood will serve as project manager, assisted by Andrew Goldberg. Clifton Bell will serve as the lead scientist, and specifically lead project components that involve communication of technical positions to PREP, regulatory agencies, and other stakeholders. Clifton Bell, Dan Hammond, Stacy Villanueva and Kirk Westphal will provide technical support on individual tasks as needed.

EXHIBIT B

SCOPE OF SERVICES

The following tasks will be performed to engage with the Piscataqua Region Estuaries Partnership (PREP) regarding the research and monitoring plan currently being developed for the Great Bay Estuary (GBE).

Task 1 –Project Management and Administration

BC shall perform project management and administration while performing Engineering Services throughout the project. Project management and administration shall include:

- i) Preparation of monthly invoices;
- ii) Preparation of monthly summaries of work;
- iii) Routine project management.

A total of 16 hours has been budgeted for Task 1.

Task 2- Existing Document Review

The initial task will involve review and comment on the existing documentation related to the recently issued Great Bay Total Nitrogen General Permit and the PREP monitoring initiative. The specific documents to be reviewed as a part of this task are:

- Great Bay Total Nitrogen General Permit
- EPA Response to Comments on the Great Bay General Permit
- PREP – RAMP document
- PREP Prospectus
- McDowell Pre-Proposal

Review of these documents is necessary to understand the current status of the PREP initiative, the intersection(s) between the General Permit and the PREP effort, and prepare action items in the best interests of the affected municipalities. Following review of these documents, BC will prepare a tech memo summarizing the current plan to date and providing recommended action items for involvement with PREP.

A total of 64 hours has been budgeted for Task 2.

Task 3 – PREP meeting participation

BC will participate in upcoming PREP working group meetings regarding the research and monitoring initiative. This scope assumes all meeting participation will occur virtually and no travel is included in this scope. Based on PREP's previous schedule, meetings are generally assumed to occur quarterly. Additional meetings with participating municipalities, DES, or other stakeholders might take place. Therefore, this scope assumes participation in five meetings between January and June 2021. This task

includes prep for each meeting, meeting participation, and an email summary of meeting notes and any proposed action items submitted to Rochester, Dover, and Portsmouth within seven working days of the meeting.

A total of 74 hours has been budgeted for Task 3.

Task 4 – As-Needed Technical Support for Monitoring and Study Plans

BC anticipates new documents or revised versions of current documents will be developed by PREP and/or EPA as this process continues. The number of documents or level of review needed cannot be anticipated at this time. Therefore, BC has included an as-needed task to cover additional technical support that may arise during our engagement with PREP and their research and monitoring initiative. Examples of activities that could be accomplished under this task include additional literature reviews, independent data analyses, reviews of PREP/agency documents, and drafting of letters or other communications to advocate technical positions.

A total of 120 hours has been budgeted for Task 4.

Task 5 - As Needed Technical Support for Adaptive Management Framework

The general permit provides the option for permittees to submit an adaptive management framework within 180 days of the effective date. This task includes technical activities to make progress on the adaptive management framework through June 1, 2020. This could include the development of recommendations for monitoring, tracking nitrogen reductions, developing water quality endpoints, or modeling. As with Task 3, Task 4 is limited by the available labor hours and will be managed accordingly. This task does not include the complete development of an adaptive management framework document, which it is assumed will occur after June 2020.

A total of 56 hours has been budgeted for Task 5.

EXHIBIT C

COMPENSATION

For the work described in Exhibit B, compensation shall be a not to exceed fee of \$65,530.00, including labor and expenses.

INTERMUNICIPAL AGREEMENT - COST ALLOCATION SHARE RANGES (Comparison)

FACILITY	NAME	<u>Annual Cost Ranges</u>				
		<u>DESIGN FLOW</u>	<u>SHARE</u>	\$ 100,000.00	\$ 250,000.00	\$ 500,000.00
Large (> 2 MGD)						
Rochester	5.03	18.65%	\$ 18,652.43	\$ 46,631.07	\$ 93,262.14	
Portsmouth	6.13	22.73%	\$ 22,731.49	\$ 56,828.72	\$ 113,657.43	
Dover	4.70	17.43%	\$ 17,428.71	\$ 43,571.77	\$ 87,143.55	
Exeter	3.00	11.12%	\$ 11,124.71	\$ 27,811.77	\$ 55,623.54	
Durham	2.50	9.27%	\$ 9,270.59	\$ 23,176.47	\$ 46,352.95	
Somersworth	2.40	8.90%	\$ 8,899.77	\$ 22,249.42	\$ 44,498.83	
<i>Subtotal</i>	<i>23.76</i>	<i>88.11%</i>	<i>\$ 88,107.69</i>	<i>\$ 220,269.22</i>	<i>\$ 440,538.44</i>	
<i>Small (<2 MGD)</i>						
Pease ITP	1.20	4.45%	\$ 4,449.88	\$ 11,124.71	\$ 22,249.42	
Newmarket	0.85	3.15%	\$ 3,152.00	\$ 7,880.00	\$ 15,760.00	
Epping	0.50	1.85%	\$ 1,854.12	\$ 4,635.29	\$ 9,270.59	
Newington	0.29	1.08%	\$ 1,075.39	\$ 2,688.47	\$ 5,376.94	
Rollinsford	0.15	0.56%	\$ 556.24	\$ 1,390.59	\$ 2,781.18	
Newfields	0.12	0.43%	\$ 433.86	\$ 1,084.66	\$ 2,169.32	
Milton	0.10	0.37%	\$ 370.82	\$ 927.06	\$ 1,854.12	
<i>Subtotal</i>	<i>3.21</i>	<i>11.89%</i>	<i>\$ 11,892.31</i>	<i>\$ 29,730.78</i>	<i>\$ 59,461.56</i>	
TOTAL DESIGN FLOW	26.97	100.00%				

AMENDMENT TO RENEW AND UPDATE
INTERMUNICIPAL AGREEMENT
FOR DEVELOPMENT OF AN ADAPTIVE WATER QUALITY MANAGEMENT PLAN
FOR GREAT BAY ESTUARY

The parties to this Amendment to Renew and Update the Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary are the current members of the Municipal Alliance for Adaptive Management consisting of the New Hampshire communities of City of Dover, Town of Epping, Town of Exeter, Town of Milton, Town of Newington, City of Portsmouth, City of Rochester and Town of Rollinsford and the Maine districts/communities of Berwick Sewer District and South Berwick Sewer District (collectively "the Parties").

WHEREAS, the Parties seek to renew and update the Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary ("IMA") which was formed in response to the U.S. Environmental Protection Agency Region I ("EPA") issuing the Great Bay Total Nitrogen General Permit (NPDES Permit No. NHG58A000) on November 24, 2020 (the "General Permit");

WHEREAS, the State of Maine Department of Environmental Protection ("MDEP") has begun to issue updated National Pollutant Discharge Elimination System permits for Maine sewer districts and communities that discharge to the Great Bay Estuary, and those updated permits include language relative to adaptive management similar to that contained in the General Permit;

WHEREAS, Maine districts and communities subject to those updated permits that join this IMA shall be known as the ME-Dischargers;

WHEREAS, the Parties have determined that it is in their interest to continue with the benefits of the IMA including sharing information among members, State and federal regulators and stakeholder, participating in joint reporting as desired; and collaborating and coordinating their investments in study and analysis;

WHEREAS, it is anticipated that EPA and MDEP will continue to regulate the Parties' discharge of nitrogen and other pollutants for the foreseeable future; and

WHEREAS, the IMA allows renewal pursuant to paragraph III and amendment pursuant to paragraph XI (A).

THEREFORE, the Parties renew and amend the IMA as set forth below (language to be deleted ~~stricken~~ and new language **bolded**),

1. Amend Part I, DEFINITIONS, Section A. as follows:

"Contribution Formula" that mechanism for allocating costs among the Members who are Permittees **and ME-Dischargers**.

2. Amend Part III, *DURATION OF AGREEMENT*, as follows:

The term of this Agreement runs from March 1, 2021 to **June 30, 2031** February 28, 2026. This Agreement may be renewed for an additional term to be determined by vote of the majority of the Members.

3. Amend Part V, *EXECUTIVE BOARD*, Section C, *Membership of Executive Board*, second paragraph as follows:

At-Large Members of the Executive Board members shall be nominated at the Members' Organizational Meeting and serve through the expiration of the term of this Agreement. If this Agreement is renewed by the Members for an additional term, the Members will elect/re-elect At-Large Executive Board members at the meeting in which an extension of the term of this Agreement is made. ~~At Large Executive Board Members must be Permittees.~~

4. Amend Part VI, *MEETINGS*, Section B, *Executive Board Meetings* as follows:

The Executive Board shall meet at least biannually **annually** or more frequently at the call of the Chair at such times and places that are mutually convenient. ~~The meetings of the Executive Board are not public meetings as that term is defined in NH RSA 91-A.~~ **The Executive Board may delegate to the Chair or other officers the preparation of agendas for both Member and Executive Board meetings and the development of the Recommended Annual Contribution to be presented to the Members.**

5. Amend Part VII, *WORK AND COST-SHARING*, Section B, *Participation in Water Quality Monitoring, Data Gathering and Analysis* as follows:

Members are expected to participate in the planning and cost of ambient water quality monitoring, data gathering and water quality analysis along with other stakeholders ("Annual Contribution for Monitoring"). The recommended formula for such cost sharing for Members who are Permittees is set forth in Attachment 4 ("Contribution Formula"). **The recommended formula for such cost sharing for Members who are ME-Dischargers is set forth in Attachment 5 ("ME-Dischargers Contribution Formula").** The Contribution Formula or **ME-Dischargers Contribution Formula** may be amended by a majority vote of the Members who are also Permittees **or ME-Dischargers respectively.**

6. Amend Part VII, *WORK AND COST-SHARING*, Section C, *Recommended Annual Contribution for Monitoring* as follows:

For Execution

The Annual Contribution for Monitoring, in the aggregate for all Members, shall be no less than \$200,000 ~~and no more than \$500,000~~. The Executive Board shall **cause to be developed** a Recommended Annual Contribution for Monitoring to be presented to the Members at the Members Annual Meeting in the fall of each calendar year. The Members who are Permittees **or ME-Dischargers** shall vote on and set the Recommended Annual Contribution for Monitoring. Members shall make good faith efforts to budget and appropriate the funds in accord with the Recommended Annual Contribution for Monitoring and Contribution Formula adopted at the Members Meeting.

7. All other terms and conditions of the IMA remain in effect.

Signatures on a Separate Page(s)

Attachment 5

Amendment to Renew and Update Intermunicipal Agreement for Development of an Adaptive Water Quality Management Plan for Great Bay Estuary

Cost Allocation Share Ranges for the Maine Dischargers

Facility Name	Total Permitted Flow (MGD)	Share	\$ 200,000.00	\$ 500,000.00
Berwick*	0.38	1.36%	\$ 2,725	\$6,812
South Berwick	0.65	2.33%	\$ 4,661	\$11,652

*Permitted Flow of 1.1 MGD does not align with operating capacity; 0.38 MGD being used based on 20-yr projected growth and operating capacity.

Execution Page for:

**Amendment to Renew and Update Intermunicipal Agreement for Development of
an Adaptive Water Quality Management Plan for Great Bay Estuary**

Dated this _____ day of _____, 2026.

CITY OF PORTSMOUTH, NH

By: _____

Name: Karen S. Conard

Title: City Manager

As authorized by vote of the Portsmouth City Council on _____.



January 28, 2026

City of Portsmouth
Mayor's Office
1 Junkins Avenue
Portsmouth, NH 03801

Dear Honorable Mayor McEachern and City Council Members,

The Portsmouth chapter of the AFSP Out of the Darkness Walk has hosted a fundraising and educational walk since 2006 in Portsmouth. This event has grown to more than 600 walkers annually. We would like to continue the tradition and success of this program and are asking for permission to again host an in-person Out of the Darkness Community Walk in the City of Portsmouth.

The proposed date and time are as follows.

Date: September 19, 2026 (Saturday)

Registration Begins: 9:00am

Walk Duration: 10am – 1pm

We would like to again request use of Pierce Island as the event location and walk starting point again this year. We would like to request access to electricity (Extension cord) as in past years as well.

We would like to thank you for your consideration and look forward to your decision.

Respectfully,

A handwritten signature in black ink, appearing to read "Ken La Valley".

Ken La Valley, Chair
OOTD Walk Committee
603-556-0823
66 Hunter Lane
Barrington, NH 03825

City Council Emails – January 20, 2026 – January 29, 2026

Submitted on Tue, 01/27/2026 - 09:45

Submitted by: Anonymous

Submitted values are:

First Name

Effie

Last Name

Malley

Email

effie.malley@gmail.com

Subject

Housing Action Plan

Address

428 Pleasant Street, Unit 3
Portsmouth, New Hampshire. 03801-4533

Message

I am writing to urge you to create and implement a comprehensive Housing Action Plan as part of the Master Plan process. Portsmouth needs a housing action plan with clear goals, coordinated strategies, assigned responsibilities, and measurable performance indicators.

Please make housing affordability a priority! With thanks for your consideration.

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

Yes

{Empty}

*subject - Subject

January 17, 2026

To the current Portsmouth City Council,

We would like to hold a night market at Bohenko park. We are open to suggestions on dates. Hours would be from 6-11pm, sometime this summer/early fall. There will be entertainment, no speakers or microphones will be necessary, but artists will sing, jugglers, body painters, etc. And we'd like to hire a fire breather. We will be selling food and alcoholic & n/a drinks as well. We are planning on having a trolley, to bring people in and out.

I have read through all the requirements, and am ready to put this on the calendar as soon as possible. As some of you may know, it takes a lot of careful consideration to plan an event of this capacity. The ability to start marketing as soon as possible is the goal.

Thank you.

-Mellissa Walls

603.502.7555

Maeve's Mobile Cocktail Hour

The Vagabond's Faire



www.mobilecocktailhour.com

Check out our [insta](#)!

Like us on [Facebook](#)!

2 Penhollow Lane
Hampton Falls, New Hampshire 03844
(518) 210-3544

received
1/8/24

January 5, 2026

Dear Mayor McEachern,

I am writing to bring to your attention a practical and fiscally beneficial proposal that could address the City of Portsmouth's ongoing parking problem without resorting to the construction of a new parking garage.

The proposal advocates for an adjustment to the city's parking ordinance reducing the setback for parking at intersections from 20 feet to 10 feet. This change, well-suited to Portsmouth's low-speed, pedestrian-friendly streets, would recover approximately 210-220 on-street parking spaces—at no cost to taxpayers.

Key benefits include: Substantial cost avoidance, saving an estimated \$32 million in garage construction expenses (based on recent per-space costs of approximately \$67,000). It provides new recurring revenue of more than \$150,000 - \$170,000 annually in parking fees, based on conservative occupancy assumptions.

The strategic advantages include no new construction, no land acquisition, minimal disruption to neighborhoods or businesses, immediate implementability, preservation of Portsmouth's historic aesthetic, and enhanced accessibility for residents, workers, and visitors. It has built-in safeguards by preserving the City Engineer's authority to mandate greater setbacks where documented safety concerns arise.

This initiative optimizes the public right-of-way the city already owns, providing parking capacity equivalent to a medium-sized garage while supporting local retail, restaurants, tourism, and the vitality of the downtown.

Enclosed find a complete Executive Summary detailing the methodology, key findings, fiscal impacts, benefits, and recommendations. I believe this proposal warrants consideration now, particularly as discussions about parking solutions and garage funding continue.

Given the potential for parking decisions to advance in the coming months, I request your support in helping to advance this no-cost, revenue-generating alternative to another garage. This is a historically sensitive and fiscally prudent option that should be implemented before moving to costly, irreversible measures.

Sincerely,



Mark Alesse

Executive Summary: Increase Portsmouth Parking Capacity Without a new Garage

A no-cost, (money-making) parking solution for Portsmouth

This proposal recommends **reducing parking setbacks at intersections** in Portsmouth from 20 feet to 10 feet in the historic downtown in order to restore as many as 220 new parking spaces.

Why It Matters

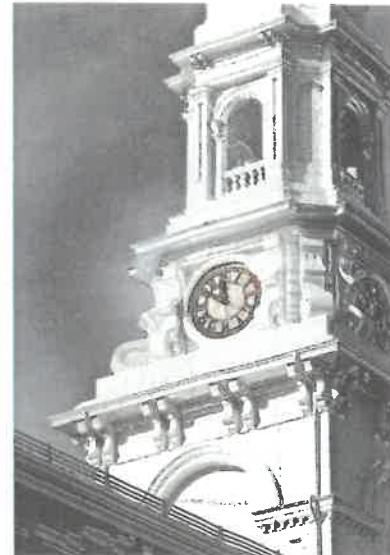
- **Current Parking Setbacks are the Problem:** The existing **20-foot setback** is suitable for high-speed suburban roads, but not in low-speed historic areas. Portsmouth forfeits as many as 220 parking spaces because it has an inappropriate 20-foot setback.
- **Ditch the Most Expensive Fix:** The desire for parking has led to pressures for a new parking garage, despite currently available free curb space.

Key Findings

- **Intersections Affected:** Three AI platforms identified approximately 118 public-street intersections within a $\frac{1}{2}$ -mile radius of North Church.
- **Parking Spaces Recovered:**
 - 0.5 spaces restored per curb
 - 4 spaces restored per four-leg intersection
 - Approximately 220 parking spaces would be recovered

Fiscal Impact

- **Avoided Costs:**
 - Estimated cost savings: \$32 million
 - Projected annual parking revenue of \$220,000 (based on conservative occupancy and rate assumptions).



Strategic Benefits

- No Construction: Uses existing streets.
- No Land Acquisition: Avoids costs and legal complexities.
- No Neighborhood Disruption: Minimal impact on residents and businesses.
- Immediate Implementation: Quick to execute without lengthy processes.
- Preserves Historic Character: Protects the aesthetic character of the downtown.
- Improves Access: Increased parking for residents, workers, and visitors.

Recommendations

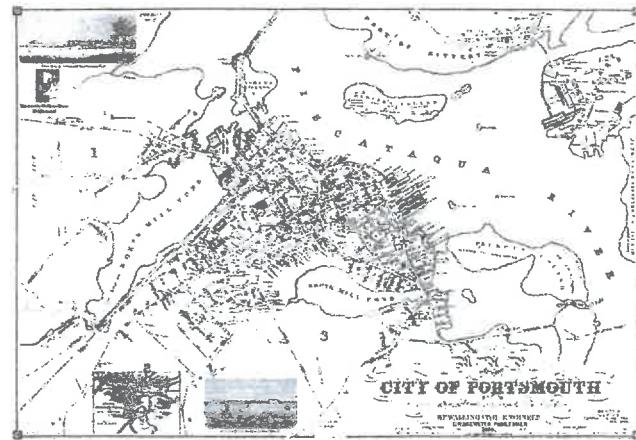
- **Adopt a 10-foot intersection parking setback** for public streets in the downtown and historic districts.
- **Discretionary Authority:** Retain authority for the City Engineer to make exceptions based on documented safety concerns.

PROPOSED: Increased Parking without a new Garage

Background

Portsmouth's street network evolved four centuries ago, before traffic engineering standards. Its compact blocks, and pedestrian-scale inherently limits vehicle speeds and supports strong visibility for safety.

Applying a blanket 20-foot intersection parking setback—developed for wide, fast suburban roads—has produced an unnecessary loss of curbside parking in precisely the areas where parking is most needed. New Hampshire state law sets a default prohibition on parking within 20 feet of a crosswalk at an intersection (RSA 265:69, II(c)), but explicitly preserves local authority to adopt additional or differing regulations.



Before committing to a multi-million-dollar parking garage, the City should optimize the public right-of-way it already owns.

II. Methodology

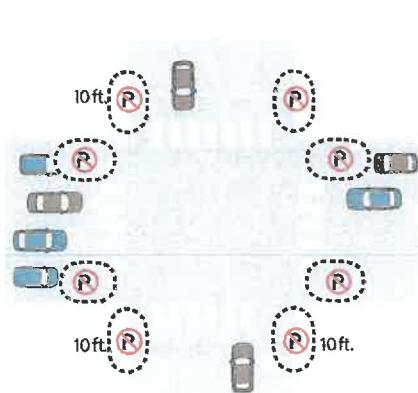
The study area is a one-mile diameter ($\frac{1}{2}$ -mile radius) centered on the North Church, on Congress Street.

An “intersection” is defined as any junction where two or more maintained streets meet, including T-intersections and four-way intersections, and including state highways. Excluded are alleys, private drives, parking aisles, driveways, pedestrian-only paths, and wharf roads. Divided roadways are counted as a single intersection.

Using this definition, the study area contains approximately 118 public-street intersections.

III. Parking Geometry and Capacity Impact

Existing Conditions (20-Foot Setback)



- Four streets per intersection with two curbsides per street
- Eight curb segments affected means that each curb loses approximately one-half to one full space
- Approximately eight spaces are, therefore, lost per four-leg intersection

Proposed Conditions (adopt a 10-Foot Setback)

- Each curb would regain approximately .5% of a parking space
- Eight curbs multiplied by 0.5 of a parking space, yields potentially four spaces restored per intersection

Net Gain in Parking

- 118 intersections x 4 spaces equals approximately 220 new on-street parking spaces
- This is the equivalent of a medium-sized garage, entirely using existing curb space.

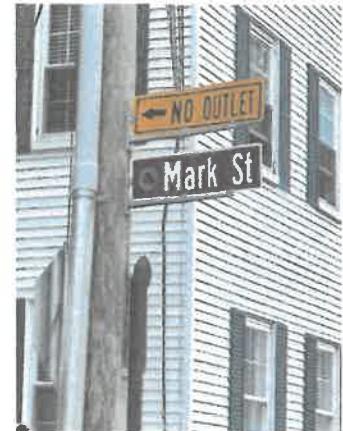
IV. Fiscal

A. Avoided Costs

The City has allocated \$3 million toward planning and early work for a proposed third municipal parking garage. The updated publicly reported estimate is \$32 million, up from the \$23 million that was approved in 2015 for a garage of roughly \$50,000–\$53,000 per parking space. All of that spending would be avoided.

B. New Recurring Revenue based on Conservative assumptions:

- Assume an average occupancy of 50 percent, with two paid hours per day
- Annual revenue from 472 spaces is \$344,000.
- This is recurring. New revenue generated from curb space the City already owns.



V. Planning and Policy Benefits

- Restores parking where demand exists
- Reduces cruising for parking
- Supports downtown small retail, restaurants, and tourism
- Preserves historic cityscapes
- Avoids irreversible loss of space and the creation of an unproductive structure

VI. Conclusion-A no-cost, money-making parking solution that's free!

This proposal recovers nearly 210-220 on-street parking spaces through a modest, appropriate code adjustment—while delivering the capacity of a parking garage and avoiding an estimated \$32 million in garage construction costs, and generating more than \$150,000-170,000 per year in new revenue.

It is fiscally responsible, historically respectful, and immediately actionable.



APPENDIX A — DRAFT PARKING ORDINANCE AMENDMENT

City of Portsmouth, New Hampshire Proposed Amendment to Parking Regulations

Section 1. Parking Near Intersections

No vehicle shall be parked within ten (10) feet of the nearest edge of the intersecting roadway at any public street intersection, measured from the extension of the curb line or edge of pavement.

Section 2. Applicability

This standard shall apply to all public streets within the Central Business District, Historic Districts, and other areas designated by the City Council.

Section 3. Safety Exception

The City Engineer may require a greater setback only upon written determination that specific, site-based safety conditions—such as documented crash history, unusual geometry, or constrained sight distance—necessitate additional clearance.

Section 4. Severability

If any portion of this ordinance is held invalid, the remainder shall remain in effect.

Section 5. Effective Date

This ordinance shall take effect upon adoption.



Receipt Date:

JAN 27 2021

By _____

**City of Portsmouth, NH
Boards, Committees, and Commissions**

INITIAL APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Committee: **Arts and Cultural Commission**

Initial Application

Name: **Sarah Illingworth, ED Port City Makerspace**

Telephone: **207-475-5042**

If you do not receive the appointment you are requesting, would you be interested in serving on another board, committee or commission?

Yes No

Have you contacted the Chair of the Board, Commission, or Committee to determine the time commitment involved? YES/NO

Can you be contacted at work? YES/NO If so, telephone number: **prefer mobile (listed above)**

Street address: **15 Rogers Rd. Kittery, Maine, 03904**

Mailing address (if different): _____

Email address (for communication from the Office of the City Clerk, and distribution of training materials):

sarah@portcitymakerspace.com

How long have you been a resident of Portsmouth? **Please see attached.**

Occupational background:

Please see attached.



City of Portsmouth, NH Boards, Committees, and Commissions

INITIAL APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Please list experience you have in respect to this Board, Committee, or Commission:



Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: _____

Please list any organizations, groups, or other committees you are involved in:

Please list two character references not related to you or City staff members (Portsmouth references preferred):

1. **Jack Segal, 39 Cabot Street, Portsmouth, 1-847-917-6087**

Name, address, telephone number

2. **Mike Lianza, 332 Leslie Drive, Portsmouth, 1-603-396-7822**

Name, address, telephone number

By submitting this application you understand that:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission/Committee; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Your application will be kept on file for one year from date of receipt.
6. IF APPOINTED, YOU WILL BE REQUIRED TO REVIEW AND ACKNOWLEDGE THE BOARD, COMMISSION AND COMMITTEE HANDBOOK FOR VOLUNTEERS AND TO PARTICIPATE IN ALL TRAININGS.
7. Sign the Oath of Office book preserved with the Office of the City Clerk

Signature:

Date: 1/21/2026

How long have you been a resident of Portsmouth?

While I am not currently a resident of Portsmouth, I am the Executive Director (ED) of the Port City Makerspace (PCMS)-located in Portsmouth's West End.

Occupational Background:

I hold a Master's Degree in Education from Teachers College, Columbia University. For the first eight years of my professional career, I served as the ED at the New Outlook Teen Center in Exeter, NH. I transitioned to the international public health sector for the next 15 years, working in operations and programming for several international nonprofit organizations and, most recently, the United States Agency for International Development. I joined PCMS as their first ED in September 2025. I am a maker and artist, with a focus on clay, metalwork, and pen and ink. As a former resident of Portsmouth, now employed in the West End, I am deeply committed to sustaining and nurturing the arts ecosystem that makes this city so unique.

Please list experience you have in respect to this Board, Committee, or Commission:

I do not have any experience working with the Portsmouth Arts and Culture Commission.

Reasons for wishing to serve:

As the new ED at Port City Makerspace, I am interested in serving on the Portsmouth Arts and Culture Commission because I believe arts and culture are essential to Portsmouth's identity, economy, and sense of community.

Serving on the Commission would allow me to collaborate with fellow arts leaders, city staff, and residents to strengthen access to the arts and support creative partnerships. Additionally, as a community workspace with over 320 regular members, PCMS is uniquely placed to support initiatives that build community and connection among Portsmouth residents.

Please list any organizations, groups, or other committees you are involved in:

During the first quarter of 2026, I plan to join the Portsmouth Chamber of Commerce on behalf of PCMS. Additionally, PCMS will begin a partnership with the NH Theatre Project at the end of January. This five-month collaboration will provide space, tools, and resources to a team of set-builders who will be building sets for two spring productions. In February, I will be meeting with Emma Stratton, ED at Portsmouth Historical Society (PHS), to explore a partnership to support the development of exhibitions.



Receipt Date:

NOV 7 2017
By _____

City of Portsmouth, NH
Boards, Committees, and Commissions
INITIAL APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Committee: Portsmouth Energy Advisory Committee

Initial Application

Name: Mary Claire Rodriguez-Abbott

Telephone: 916-317-7557

If you do not receive the appointment you are requesting, would you be interested in serving on another board, committee or commission?

Yes No

Have you contacted the Chair of the Board, Commission, or Committee to determine the time commitment involved? YES/NO
I have not talked to the Chair but I have talked to Karen Conrad about the opportunity

Can you be contacted at work? YES/NO If so, telephone number: same as personal cell: 916-317-7557

Street address: 39 Brewster St, Portsmouth, NH 03801

Mailing address (if different): _____

Email address (for communication from the Office of the City Clerk, and distribution of training materials):

mcfabbott@gmail.com

How long have you been a resident of Portsmouth? 2.5 years

Occupational background:

I am a long-term planner on the corporate strategy team at the combined gas/electric utility National Grid.

I have a post-graduate degree in city planning, with a concentration on energy systems and climate change.

I have additional work experience (8 years) in product strategy in the consumer tech sector.



City of Portsmouth, NH

Boards, Committees, and Commissions

INITIAL APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Please list experience you have in respect to this Board, Committee, or Commission:

My day-to-day job is long-term planning and investments at a utility, where I research and provide recommendations to our leadership and Board on major strategic decisions. I also have an additional role in the event of storms as a community liaison, supporting municipalities through outage events. I have previous experience on Boards including as Secretary of the YMCA of the East Bay (Oakland, where I lived for 10 years) and the Friends of the Oakland Public Library.

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: As a relatively new Portsmouth resident, I am looking for opportunities to bring my energy, skills and expertise to my community. I am personally and professionally committed to a clean, affordable energy transition and would like to be doing more of this work in my own community.

Please list any organizations, groups, or other committees you are involved in:

New England Women in Energy & the Environment (member)

Harvard Alumni for Climate and the Environment (member)

Please list two character references not related to you or City staff members (Portsmouth references preferred):

1. Anne Weidman, (603) 770-0876, 44 Lookout Lane, Portsmouth, NH 03801

Name, address, telephone number

2. Lorena Sanchez, (603) 828-8228, 1 Joffre Terrace, Portsmouth, NH 03801

Name, address, telephone number

By submitting this application you understand that:

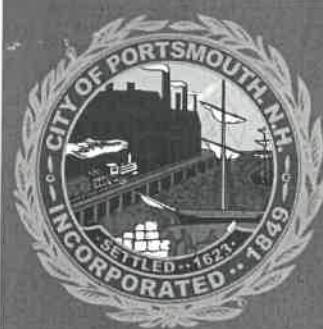
1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission/Committee; and
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7. Sign the Oath of Office book preserved with the Office of the City Clerk

Signature: MECA

Date: Nov 17, 2025

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801

Created: 2/18/25



Receipt Date:

DEC 29 2025

By _____

City of Portsmouth, NH Boards, Committees, and Commissions

INITIAL APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Committee: **Public Art Review Committee**

Initial Application

Name: **Heather E. Krans**

Telephone: **603-315-4021**

If you do not receive the appointment you are requesting, would you be interested in serving on another board, committee or commission?

Yes No X

Have you contacted the Chair of the Board, Commission, or Committee to determine the time commitment involved? YES/NO

Can you be contacted at work? YES/NO If so, telephone number: _____

Street address: **7 Portwalk Place, Unit 1304, Portsmouth, NH 03801**

Mailing address (if different): _____

Email address (for communication from the Office of the City Clerk, and distribution of training materials):

heatherkrans@yahoo.com

How long have you been a resident of Portsmouth? **6 months (but NH Seacoast resident 20+ years)**

Occupational background:

Retiring attorney after 27 years of practice; co-founder of Pastori | Krans, PLLC (law firm in Concord, NH)



City of Portsmouth, NH Boards, Committees, and Commissions

INITIAL APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Please list experience you have in respect to this Board, Committee, or Commission:

I have had a deep interest in art since childhood. I minored in studio art in college, and have taken several art history classes. I collect fine art (mostly paintings and sculpture), frequent art museums, and have recently traveled to several "art destinations" (Marfa, TX; Palm Springs, CA; Art Basel Miami, etc. I am planning to launch a second career in the art world (most likely as gallery owner or art consultant).



Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: Now that I am retiring from the practice of law, I would like to further develop my lifelong interest in art.

I very much value the role public art plays in shaping a city's identity, fostering community connection, and making shared spaces more vibrant, engaging, and inclusive.

Please list any organizations, groups, or other committees you are involved in:

Former board member of New Hampshire Women's Foundation, Planned Parenthood of Northern New England, and New Hampshire Supreme Court Professional Conduct Committee, among others.

Please list two character references not related to you or City staff members (Portsmouth references preferred):

1. Chris Dwyer, 600 Broad St., Portsmouth, NH 03801, 603-436-5247

Name, address, telephone number

2. Lisa Venn, 7 Portwalk Place, Unit 1421, Portsmouth, NH 03801, 918-310-9422

Name, address, telephone number

By submitting this application you understand that:

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7. Sign the Oath of Office book preserved with the Office of the City Clerk

Signature:

Date: 10/29/25



Receipt Date:

City of Portsmouth, NH Boards, Committees, and Commissions

INITIAL APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Initial Application

Committee: _____

Name: _____

Telephone: _____

If you do not receive the appointment you are requesting, would you be interested in serving on another board, committee or commission?

Yes _____ No _____

Have you contacted the Chair of the Board, Commission, or Committee to determine the time commitment involved? YES/NO

Can you be contacted at work? YES/NO If so, telephone number: _____

Street address: _____

Mailing address (if different): _____

Email address (for communication from the Office of the City Clerk, and distribution of training materials):

How long have you been a resident of Portsmouth? _____

Occupational background:



City of Portsmouth, NH Boards, Committees, and Commissions

INITIAL APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Please list experience you have in respect to this Board, Committee, or Commission:

Would you be able to commit to attending all meetings? YES/NO

Reasons for wishing to serve: _____

Please list any organizations, groups, or other committees you are involved in:

Please list two character references not related to you or City staff members (Portsmouth references preferred):

1. _____
Name, address, telephone number

2. _____
Name, address, telephone number

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7. Sign the Oath of Office book preserved with the Office of the City Clerk

Signature: _____ Date: _____

ELLEN FINEBERG



received
1/22/26

19 January 2026

Dear Mayor McEachern,

I am writing to resign my position on the Portsmouth Public Art Review Committee. At this time, personal circumstances are challenging my ability to consistently participate in the work of the committee.

It has been an honor to serve on the Public Art Review Committee and I am proud of the work that its members and I have accomplished.

Thank you for the confidence you placed in me and for your continuing support of the arts in our community.

With appreciation and regret,

Ellen

Ellen Fineberg

Cc: Karen Conard, City Manager
Christine Dwyer, Chair
Ernie Greenslade, Vice-Chair



City of Portsmouth

2026-2027 City Council Goal Categories, Summaries, and Strategic Objectives

The City Council established six broad goal categories and associated strategic objectives during their retreat on January 10, 2026.

Goal Category #1: Housing

Goal Summary: Increase the supply, decrease the cost, simplify the process, and expand below-market housing options.

Strategic Objectives:

1. Create a Homeowners Bill of Rights by the City Council, Planning Board, and City Staff by the end of 2027.
2. Rewrite the zoning ordinance by the City Council, Planning Board, and City Staff by the end of 2027.
3. Create a Housing Action Plan that includes a review of any plans existing from the former Housing Navigator by the end of July 2026.
4. Implement the Housing Action Plan by all stakeholders by the end of 2027.

Goal Category #2: Parking and Transportation

Goal Summary: Make Portsmouth a multi-modal transportation City leveraging both private & public participation and resources.

Strategic Objectives:

1. Determine feasibility of a shuttle loop, identify parties for a public/private partnership for developing funding sources by a Task Force, consultants, and City Staff by the end of October 2026.
2. Identify viable location for adding parking for all modes of transportation by consultant and City Staff by the end of October 2026.

Goal Category #3: Governance for the Governed

Goal Summary: Improve services to residents while protecting the tax base. Remove barriers to entry to boost services that are needed. Challenge State and legal barriers that hinder services.

Strategic Objectives:

1. Rewrite the Zoning Ordinance to find creative tax solutions that incentivize needed sectors (e.g., payment in lieu) to be completed by the Legal Department.
2. Assist needed service sectors with upfront development costs such as design, planning, and permitting.
3. Improve City services without increasing staff by unburdening staff from minutiae generated by red tape to be completed by the City IT Department and staff.
4. Find partners outside the community to help reduce costs to the City and desired service sectors.
5. Establish a Task Force to identify childcare deserts while leveraging the housing model to incentivize growth.

Goal Category #4: Arts, Culture, and Enrichment of Residential Life

Goal Summary: Support, enhance, and promote current programming that supports resident year-round life & community.

Strategic Objectives:

1. Combine the various newsletters and increase search engine optimization to build citizen awareness by coordinating the various newsletter developers in each department by the Communications Team by the end of March 2026.
2. Create and utilize existing resources for community awareness and activity by the Economic Development Director by the end of 2026.
3. Complete the Artspace study with recommendations by the Contractor, City Manager's office, and Art Council by the end of 2026.
4. Implement the Resident Access Parking Program Pilot to increase parking availability to residents.

Goal Category #5: Reduce School Food Poverty

Goal Summary: To make sure no child goes without food due to cost.

Strategic Objectives:

1. Build a taskforce to discuss the policy objective by the City Council and School Board by the end of March 2026.
2. Explore community partnerships to support school food programs, including Gather, the Community Fridge, and the Middle Street Baptist Church by the City Council, the School Board, and the Welfare Director by the end of June 2026.
3. Determine feasibility of and plan for City funding of a free breakfast and lunch program by the City Council, School Board, and Finance Department by the end of June 2026.
4. Identify grant funding opportunities to support free breakfast and lunch programs in schools by City Staff by the end of 2026.

Goal Category #6: Preserving Sense of Place

Goal Summary:

Protect and enhance Portsmouth's character by nurturing a healthy community, preserving natural and built environments, promoting resiliency, and expanding solar energy use.

Strategic Objectives:

1. Showcase kids' art in public spaces.
2. Revitalize Adopt-a-Spot.
3. Prioritize and implement the Climate Action Plan (CAP) by the City Council, City Staff, and citizens by 2040.
4. Highlight resiliency and activation of waterfront climate and character by 2027.
5. Activate green space preservation to equate to a love that creates generations of stewards by 2027.
6. Remove impediments for small scale residential solar by the Planning and Sustainability and Inspection Departments by the end of 2026.
7. Adopt solar array ordinance changes by the City Council as reviewed by the Planning and Sustainability Department by the end of June 2026.
8. Build a solar farm (Jones Avenue) by the City Department of Public Works, Portsmouth Energy Advisory Committee, Sustainability Committee by 2027.

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:	12.29.2025
Department/ Contact Person:	Portsmouth Fire Department Fire Chief William McQuillen
Donation Amount:	\$1,000.00

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

Yes. Portsmouth Fire Department

Is there a particular purpose intended with this donation:

No. At Department Discretion

Other Information/Special Conditions:

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Donor Information

First & Last Name:	Paul Gormley & Kimi Iguchi
Business Name:	
Address*:	
Phone*:	
Email*:	

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.*