

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, NOVEMBER 17, 2025 TIME: 7:00PM

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

https://us06web.zoom.us/webinar/register/WN_cTtM4nCMSZ-L4Pyxbpe6QQ

**6:30PM - ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A
IN ACCORDANCE WITH RSA 91-A:3, II (a), (d), (e) and (l)**

AGENDA

- I. WORK SESSION
- II. PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting]
- III. CALL TO ORDER [7:00 p.m. or thereafter]
- IV. ROLL CALL
- V. INVOCATION
- VI. PLEDGE OF ALLEGIANCE – *Cub Scout Den*

PROCLAMATION

1. CreativeMornings PKX chapter

- VII. ACCEPTANCE OF MINUTES – SEPTEMBER 8, 2025 AND SEPTEMBER 24, 2025 (*Sample motion – move to accept and approve the minutes of the September 8th and September 24th City Council meeting*)

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

1. Port City Soccer Recognition of Team Championships
 - U11 Girls Black Team Champions
 - U11 Boys Maroon Team Champions
 - U12 Girls Black Team Champions
 - U12 Boys Black Team Champions
 - U13 Boys Black Team Champions

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

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 (*Sample motion – move to pass first reading and schedule a public hearing and second reading at the December 8, 2025, City Council meeting*)

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**
- (Adoption of the FY2027 – FY2032 Capital Improvement Plan will take place at the December 8, 2025 City Council meeting)*

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**
- (Sample motion – move to pass second reading and hold third and final reading at the December 8, 2025 City Council meeting)*
- 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**
- (Sample motion – move to pass second reading and hold third and final reading at the December 8, 2025 City Council meeting)*
- 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**
- (Sample motion – move to pass second reading and hold third and final reading at the December 8, 2025 City Council meeting)*

- 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**
(Sample motion – move to pass second reading and hold third and final reading at the December 8, 2025 City Council meeting)
- 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**
(Sample motion – move to pass second reading and hold third and final reading at the December 8, 2025 City Council meeting)
- 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**
(Sample motion – move to pass second reading and hold third and final reading at the December 8, 2025 City Council meeting)
- 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**

XI. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager’s Items Which Require Action:

1. Approval of Employment Agreement with Fire Chief William McQuillen

2. Approval of Employment Agreement with Assistant Fire Chief Jason Gionet
3. Approval of 2026 City Council Meeting Calendar
4. Request to Renew License with Coast Guard Auxiliary to Dock Vessel at Prescott Park
5. Authorization of Sidewalk License for Novocure, Inc.
6. Betty's Dream PILOT Agreement (FY 2026)
7. *Maplewood Avenue Drain Line Project
8. South Meeting House Reuse Schleyer Foundation and PMAC Lease and Sublease

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 – move to refer to the City Manager with Authority to Act***)
- B. Request from Nuttaya Suriyanyong, 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***)

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 ***(Sample motions:***
1) 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;
2) move to expend resources from PARC funds to undertake any soils testing and costs associated with engineering for installation;
3) move to work with the Legal Department to contract with Chen, aligning payments to fundraising and development phases; and
4) move to work with the Department of Public Works to locate and install the sculptural bench)

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence ***(Sample motion – move to accept and place on file)***
- 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 ***(Sample motion – move to refer to the Planning Board for a report back to the City Council)***
- C. *Water/Sewer Rate Model Study Presentation
- D. *Presentation from the Schleyer Foundation and PMAC regarding Reuse of the South Meeting House

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
2. *Appointments to be Voted:
- Appointment of Tara Rix to the Cemetery Committee
(Sample motion – move the appointment of Tara Rix to the Cemetery Committee)

3. *Education Coalition Communities 2.0 NH (***Sample motion – move to ask the Education Coalition Communities 2.0 NH (f/k/a Coalition Communities 2.0 “CC2”) at it 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***)

XV. CITY COUNCIL MEMBERS

A. COUNCILOR COOK & COUNCILOR BAGLEY

1. Feasibility and Practicability of providing Green Burials as an option in Portsmouth (***Sample motion – move 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***)

B. COUNCILOR COOK & COUNCILOR MOREAU

1. Modify CIP request #BI-26-PL-29: Microtransit Study (***Sample motion – move 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 FYs 2027 and 2028***)

C. COUNCILOR COOK

1. Municipal Arts and Cultural Banner Program Policy (***Sample motion – move 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***)

D. COUNCILOR BAGLEY

1. Parking & Traffic Safety Committee Action Sheet and Minutes of November 6, 2025, meeting (***Sample motion – move to accept and approve the Action Sheet and Minutes of the Parking & Traffic Safety Committee meeting of November 6, 2025***)
2. *Downtown Holiday Parking Promotion (***Sample motion – move 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***)

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Donation from Flatbread Portsmouth for the Portsmouth Police Explorer Program - \$687.50 (***Sample motion – move to accept the donation as presented***)
- B. Acceptance of unsolicited cash Donation from an anonymous passerby to support the Portsmouth Police Department - \$100.00 (***Sample motion – move to accept the donation as presented***)

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

- 1. Update on Fiscal Year End Financial Summary
- 2. *Resident Access Parking Program (RAPP) Pilot 2026 Update
- 3. *October 2025 Pease Development Authority Board Meeting Update
- 4. *Water Service Line Public Notification

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

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

**Indicates verbal report with no attachments*

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

The Council Chambers
City Hall
Portsmouth, New Hampshire
A Proclamation

Whereas: Ten years ago, a small group of volunteers gathered in the spirit of curiosity, connection, and community to launch the Portsmouth, Kittery, and Beyond or PKX chapter of CreativeMornings with the belief that everyone is creative and everyone is welcome; and

Whereas: Over the past decade, this chapter has grown into a vibrant and inclusive community, welcoming thousands of individuals from all walks of life including designers, artists, entrepreneurs, educators, raconteurs, and dreamers, who come together each month to share ideas, inspire one another, and build lasting relationships; and

Whereas: PKX has served as a platform for over 100 local speakers to share their personal stories, creative journeys, and bold visions, fostering empathy, understanding, and a deeper appreciation for the diverse voices that shape the Seacoast; and

Whereas: PKX has consistently embodied the values of generosity, curiosity, and collaboration, offering free events that celebrate creativity not as a luxury, but as a fundamental human trait that strengthens communities and drives positive change; and

Whereas: the collective energy of this community has sparked new projects, partnerships, and friendships, and has helped make the Seacoast a more connected, compassionate, and creatively courageous place to live and work.

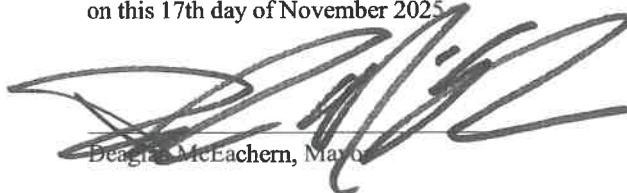
Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and citizens of Portsmouth, do hereby proclaim November 17, 2025 in Portsmouth as

CreativeMornings PKX Day

In celebration of the tenth anniversary of the CreativeMornings PKX chapter, and in recognition of its enduring commitment to creativity, community, and the power of connection. May this milestone serve as a reminder of what is possible when people come together with open minds, generous hearts, and a shared belief in the beauty of ideas. Hugs and high fives to you all, and let us continue to gather, listen, create, and grow together.



Given with my hand and the
Seal of the City of Portsmouth,
on this 17th day of November 2025


Deaglan McEachern, Mayor

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: MONDAY, SEPTEMBER 8, 2025

PORTSMOUTH, NH
TIME: 7:00PM

Councilor Tabor 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 7:05 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

Mayor McEachern led in the Pledge of Allegiance to the Flag.

PROCLAMATIONS

1. FTD Awareness Week in Portsmouth

Mayor McEachern read the Proclamation declaring the week of September 21st through September 28th as FTD Awareness Week in Portsmouth and called upon the community to learn more about FTD at TheAFTD.org and to support the advocacy of the Association for Frontotemporal Degeneration who seek to change the course of a disease that is largely misunderstood, misdiagnosed, and underfunded.

2. Suicide Prevention Awareness Month

Mayor McEachern read the Proclamation declaring September as Suicide Prevention Awareness Month and reminded all members of the community that there are steps, we all must take in looking out for our loved ones, the people in our community, and those who have been impacted by this leading cause of death.

VII. ACCEPTANCE OF MINUTES – JULY 14, 2025

Assistant Mayor Kelley moved to accept and approve the minutes of the July 14, 2025, City Council meeting. Seconded by Councilor Moreau and voted.

VIII. RECOGNITION AND VOLUNTEER COMMITTEE REPORTS

1. Public Art Review Committee (PARC) Recommendation:
 - Proposed Gift of Original Artwork in Honor of Vernis Jackson

Chris Dwyer, Chair of PARC, presented a piece of original artwork given in honor of Vernis Jackson. The piece is an acrylic painting by Toni Morrison, a special favorite of Vernis. The artwork is on canvas and has been tinted by repeated baths of elixir and intended to be unframed. She said the effect provides a parchment-like quality to the background and was created by artist Romeo Mivekannin. She said that the portrait is painted over excerpts from the classic 1903 W.E.B. DuBois book *The Souls of Black Folk*. She also advised the City Council that the Fairy House Sculpture will be on display at Strawberry Banke. In addition, donations are being accepted for the Nebi Sculpture for Bohenko Park.

Councilor Cook moved to refer to the School Board for placement of artwork at the Portsmouth Middle School for report back to City Council. Seconded by Assistant Mayor Kelley and voted.

IX. PUBLIC COMMENT SESSION

Irene Barth spoke regarding the resurfacing of Gates Street, and the new pavement Public Works is using. She said she is concerned with the adequateness of the materials used. She said it is not a stable surface and a town in Vermont used this type of surface and the pavement was turned up when they used the snowplow.

Sarah Cornell spoke regarding the due process rights for all residents. She spoke regarding ICE agents removing people through the Pease International Airport and the concerns it raises.

Nancy Novelline Clayburgh, School Board Chair, requested the City Council consider the proposal adopted by the School Board and Police Commission regarding IT matters.

Esther Kennedy said the residents elected the School Board, Police Commission and Fire Commission and now the City Council are thinking of taking powers away from the Commissions and Board.

Buzz Scherr, Police Commissioner, spoke regarding Chapter 1 amendments in Section F & G where the language is eliminated regarding the Charter Departments. He said if the language is eliminated it is taking away power that has been given to these departments.

Petra Huda spoke to the process and said the Commissions and School Board do not agree with these changes.

Kate Coyle, Police Commission Chair, said a statement in opposition has been provided and that this is a solution looking for a problem. She stated that she does not feel there is authorization to make these changes.

Paige Trace asked when the Fleet Street reconstruction will be completed. She spoke regarding the new playground at the South Mill Pond and expressed concerns regarding the toxic CSO's.

Kerry Nolte, School Board member, spoke opposed to the amendments to the Administrative Code. She said the City Council needs to understand that this is a concern and comes from a place where questions were asked and not thoroughly answered.

Zach McLaughlin, Superintendent of Schools, said with this change school technology would go under the City IT Department. He said if adopted as written the School Board does not need to answer to the City Manager and there is a clear difference.

Brian French, School Board Vice Chair, thanked the City Council for all they do in the City. He said that there is a joint statement in the packet from the School Board and Police Commission regarding their concerns regarding these changes. He said that this should be sent back to the Committee for input from the Charter Departments.

David Holt, Somersworth, spoke regarding due process and free speech and said that police officers impeded free speech in Market Square. He said that the officers need to be trained on how to allow individuals and their right to have free speech.

Kline Dicken, North Hampton, spoke regarding ICE agents at Pease International Airport. She said that there are immigrants being taken out of the City through Pease and it is needs to stop.

Burt Cohen, New Castle, said that Portsmouth, known as the City of the Open Door, is a proud community. He said this is about freedom being taken away and freedom needs to be protected.

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

First Reading of Ordinance:

- A. First Reading of Ordinance Amending Chapter 10, ZONING ORDINANCE, Article 5A Character-Based Zoning, Section 10.5A43.45, Special Building Footprint Provisions; Section 10.5A43.46, Redevelopment of Existing Buildings; and Article 15, Definitions, Building footprint

Councilor Denton moved to pass first reading and schedule a public hearing and second reading at the September 24, 2025, City Council meeting. Seconded by Councilor Lombardi and voted.

Public Hearing & Adoption of Resolution:

- B. Public Hearing & Adoption of Resolution Amending #6-2022, Adopted April 4, 2022, which Authorized a Bond Issue and/or Notes for costs related to the Feasibility and Design of a new Police Facility and or Rehabilitation of the Existing Facility, to include costs for the Entire Municipal Complex
 - **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.

Deputy City Manager of Finance and Administration spoke to the \$1,400,000.00 Bonding Resolution that passed in 2022.

With no speakers, Mayor McEachern closed the public hearing.

Councilor Blalock moved to adopt the Resolution as presented. Seconded by Councilor Tabor.

Mayor McEachern said he is pleased with the work of the Municipal Building Committee. He said that we needed to go back and clarify the bonding to include the entire Municipal Complex.

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

Public Hearing and Second Reading of Ordinance:

- C. Public Hearing & Second Reading of Chapter 10, ZONING ORDINANCE, CITY OF PORTSMOUTH ZONING MAP be amended as follows: rezone parcels described on the City Tax Map 138 Lot 62; and Tax Map 138 Lot 63 from Character District 5 (CD5) to Character District 4 (CD4); to change the boundary of the North End Incentive Overlay District (NEIOD) by removing City Tax Map 138 Lot 60-2, Tax Map 138 Lot 62, Tax Map 125 Lot 16, Tax Map 138 Lot 63 and a portion of Tax Map 138 Lot 60-3; and to amend the boundary of the Downtown Overlay District (DOD) by removing City Tax Map 138 Lot 60, a portion of Tax Map 138 Lot 60-1, Tax Map 138 Lot 60-2, Tax Map 138 Lot 60-3, Tax Map 138 Lot 61, Tax Map 138 Lot 62, Tax Map 138 Lot 63, Tax Map 164 Lot 4, Tax Map 125 Lot 17-1 and a portion of Tax Map 125 Lot 16 and Tax Map 125 Lot 17 from the DOD; and to add a building height standard of 2-3 stories (40 feet) along Rock Street to the cul-de-sac at Foundry Place for City Tax Map 138 Lot 63, Tax Map 138 Lot 60-2, and Tax Map 138 Lot 60-3. The Zoning Maps to be amended are referenced in the City's Zoning Ordinance at Chapter 10, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10 and Chapter 10, Article 5A, Character Based zoning, Section 10.5A21.10, Content of Regulation Plan, Map 10.5A21A (Character Districts and Civic Districts) and Map 10.5A21B (Building Height Standards), collectively the "Zoning Maps"

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

Councilor Bagley said he would recuse from the vote and stepped off the Dais.

Peter Stith, Planning Manager, spoke to the NEIOD and said the change will:

- Pull back from Hill Street and Hanover Street to center line of Foundry Place
- Remove three lots on Hill and Hanover Street from NEIOD.
- Pull DOD boundary back so it parallels Bridge Street along front portion of Map 125 Lot 16 and Map 125 Lot 17
- Impose parking requirement for non-residential uses on lots removed from DOD
- Allow residential on the ground floor
- Add height designation of 2-3 stories (40') from along Rock Street with new ROW parcel from Hanover Street to Foundry Place
- Change from CD5 to CD4
- Proposed Dimensional Requirements

Brad Gray, owner 126 Bridge Street, spoke about the long-standing family history in the City. He said we are opposed to boundaries in the overlay and that are in the downtown district. He said there are no intentions to develop the property.

Kate Waldwick asked the City Council to support the ordinance change. She said you will never get everyone in agreement and something is better than nothing. She stated that what is proposed this evening is much smaller and this was supposed to happen six years ago, and the City dropped the ball and the neighborhood is zoned wrong.

Elizabeth Bratter said the zoning presented is not what the neighborhood wanted but it will work. She spoke to the heights of the buildings. She said the movement out of the zone makes the lot more usable and that makes this a good proposal and plan.

John Gray said that everyone moved into CD5 and did not want the change. He said the neighborhood wants what is best for the families and owners.

Matthew Sullivan (via Zoom) said the rezoning allows more commercial building. He asked if new construction in the area would require owners to make parking.

Robin Husslage spoke regarding zoning between Rock and Bridge Streets which includes the removal of NEIOD and DOD. She said this will change two lots from CD5 to CD4 has no major impact. She stated she supports the changes but does not feel they go far enough and that the new master plan could make the neighborhood more friendly.

After three calls and no further speaker, Mayor McEachern closed the public hearing.

Councilor Moreau moved to pass second reading and schedule third and final reading at the September 24, 2025, City Council meeting. Seconded by Councilor Tabor.

Councilor Cook asked about Map 125 Lots 16 & 17 are divided in half and asked if there was consideration to keep both lots in the existing zone. She asked if we considered not splitting the lots in half.

Councilor Moreau said if you think about downtown, Bridge Street is the outside of downtown, and that was the rational behind that. She said it made sense to follow the line where it goes already.

Councilor Blalock said if the DOD goes through the lot does it allow for commercial.

Planning Manager Stith stated currently you need commercial on the ground floor.

Councilor Moreau said it is important to note that this does not stop the conversation around the downtown.

Councilor Cook said she wants to reassure that it does not increase density but decreases density.

Mayor McEachern said he is happy with the changes made at the last meeting and that this is better than what it was, but we are far from perfect. He stated he expects things to change in a matter of a

year with the new Master Plan. He said he would support the changes and move forward and that the overlay district will change in the next 3-5 years.

On a roll call vote 7-1, motion passed. Assistant Mayor Kelley, Councilors Tabor, Cook, Denton, Moreau, Lombardi, and Mayor McEachern voted in favor. Councilor Blalock voted opposed. Councilor Bagley stepped off the Dais and left the Chambers recusing from voting on this matter.

At 8:55 p.m., Mayor McEachern called for a brief recess. At 9:05 p.m., Mayor McEachern called the meeting back to order.

Third and Final Reading of Ordinances:

- D. Third and Final Reading of Ordinance Amending Chapter 1, Administrative Code – Article I, Administrative Code Ordinance Amendments:
- Section 1.102 – Administrative Organization
 - Section 1.103 – Organizational Chart
 - Section 1.105 – General Powers and Duties of the Department Administrators
 - Section 1.106 – Specific Duties, Functions and Responsibilities of Departments
 - Section 1.107 – Authority of City Manager

Assistant Mayor Kelley moved to suspend the rules to allow for further comments on this ordinance. Seconded by Councilor Blalock and voted.

City Attorney Morrell stated that the amendments are outlined in her memorandum.

Regulatory Counsel Woodland said this will bring us in accordance with the Charter. She reviewed the changes.

Chief of Information Technology Babcock spoke to the changes that will bring forward operational efficiencies aligning software and cyber security.

Police Commissioner Scherr spoke about the changes and how they relate to the Police Department.

Police Commissioner Chair Coyle said the Police Department has the highest standards of confidential records and the standards. She said that the Police Department are vastly different from other departments and does not feel there would be fiscal savings.

Esther Kennedy spoke to cyber security and how it is managed by the School Department where she works. She said that Information Technology has a significant role and it is unfortunate that the City is not considering the changes brought forward by the School and Police Departments.

Brian French, School Board Vice Chair, said the School Board made recommendations a few weeks ago and asked that the City consider those items before taking action. He said that operational efficiencies were a concern.

City Attorney Morrell said there is a typo in the ordinance and the RSA referred to should be RSA 21P:29.

Paige Trace asked if there is any reason that the City Council could not table this matter until a joint meeting is held with the Police Commission and the School Board.

Discussion followed among the City Council.

After no further speakers Mayor McEachern declared the public hearing closed.

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

Assistant Mayor Kelley moved to suspend the rules to offer an amendment to the ordinance at third reading. Seconded by Councilor Lombardi and voted.

Assistant Mayor Kelley moved to amend Section 1.105 Letter G – Information Technology by adding language “*in IT Systems*” at the end of the second sentence. The sentence will now read as follows: *The CIO has authority to establish and ensure compliance with IT standards for cybersecurity, system resilience, and operational efficiency in IT Systems.*” Seconded by Councilor Lombardi and voted.

Councilor Bagley moved to amend Section 1.107 B. by changing the RSA contained in the first sentence from RSA 29-P:39 to RSA 21-P:39. Seconded by Councilor Lombardi and voted.

Councilor Cook spoke to the work of the Governance Committee on this ordinance which took place over 6 months. She said changes were made to bring language in line with our Charter and the goal was never to take anything from anyone.

Discussion continued by the City Council.

On a roll call 8-1, voted to pass third and final reading as amended. Assistant Mayor Kelley, Councilors Tabor, Cook, Blalock, Bagley, Moreau, Lombardi and Mayor McEachern voted in favor. Councilor Denton voted opposed.

- E. Third and Final Reading of Ordinance Amending Chapter 2, Seal, Deeds and Elections Article II, Deeds, Section 2.201 – Execution to be amended by deleting the section in its entirety

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

XI. CITY MANAGER’S ITEM WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Request to Establish Polling Hours for the Municipal Election

Assistant Mayor Kelley moved to establish polling hours for the November 4, 2025, Municipal Election from 8:00 a.m. to 7:00 p.m. Seconded by Councilor Blalock and voted.

2. Request to schedule three public hearings on September 24, 2025, for the City Council to consider whether to place three ballot questions on the November 4, 2025, Municipal Ballot regarding: (1) Allowing Social Districts; (2) Prohibiting KENO; and (3) Prohibiting Games of Chance

Councilor Tabor moved to schedule a public hearing on September 24, 2025, to consider whether to place the following questions allowing Social Districts as a ballot question on the November 4, 2025, Municipal Ballot: "Shall we allow the operation of social districts within the City of Portsmouth." Seconded by Councilor Lombardi.

Councilor Bagley said he would support all three to allow the public to come and speak about these questions.

Councilor Tabor requested a report back at the September 24, 2025, City Council meeting on whether social districts will require more police officers, could this cause a litter problem with people leaving behind their cups when moving to other areas that are outside the social districts.

Councilor Bagley requested a report back from the Legal Department to clarify if social districts are approved by the voters, will the City Council have to permit social districts and their locations.

Councilor Cook said we could have someone from the Economic Development Commission (EDC) to offer an opinion on these questions.

Assistant Mayor Kelley said the Economic Development Commission has someone working on this and the EDC is not sure if they would have an opinion because we do not know how the State feels about Social Districts.

City Manager Conard said this would follow the same process much like outside dining.

Councilor Blalock said that this is to give residents a chance to talk about whether this is put on the ballot.

Senior Assistant City Attorney Ferrini spoke to the questions.

Motion passed.

Councilor Cook moved to schedule a public hearing on September 24, 2025, to consider whether to place the following question prohibiting KENO as a ballot question on the November 4, 2025, Municipal ballot: "Shall we prohibit the operation of KENO games within the City of Portsmouth." Seconded by Councilor Blalock.

Councilor Denton moved to amend the question to read "Shall we not allow the operation of KENO games within the City of Portsmouth." Seconded by Councilor Moreau and voted.

Senior Assistant City Attorney Ferrini said the difference from 2017 is it was an opt in question to allow KENO and now you would need to opt out with a ballot question.

Main motion passed as amended.

Councilor Bagley moved to schedule a public hearing on September 24, 2025, to consider whether to place the following question prohibiting games of chance as a ballot question on the November 4, 2025, Municipal Ballot: “Shall we prohibit the operation of games of chance within the City of Portsmouth.” Seconded by Councilor Denton.

Councilor Blalock requested a report back from the Legal Department to clarify what games of chance are permitted and what games would not be permitted under the state statutes.

Councilor Denton moved to amend the question to read “Shall we not allow the operation of games of chance within the City of Portsmouth.” Seconded by Councilor Blalock.

Councilor Cook asked if we could make sure that this does not affect private neighborhood poker games.

Motion passed.

XII. CONSENT AGENDA

- A. Request from Morten Steen-Jorgensen of Pepper Palace Inc., to install a Projecting Sign at 87 Congress 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***
- B. Letter from Barbara Massar, Pro Portsmouth, Inc., requesting permission to hold the following events:
- First Night Portsmouth 2026 – Wednesday, December 31, 2025
 - Children’s Day – Sunday, May 3, 2026
 - 49th Annual Market Square Day Festival & 10K Road Race – Saturday, June 13, 2026
 - 23rd Annual Summer in the Street – Saturday evenings: July 4th, July 11th, July 18th, July 25th, and August 1st

In addition, Pro Portsmouth, Inc., requests the City joins as a sponsor in support of the fireworks' display in the amount of \$3,000.00 (***Anticipated action – move to refer to the City Manager with Authority to Act***)

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

XIII. PRESENTATION AND WRITTEN COMMUNICATIONS

A. E-mail Correspondence

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

XIV. MAYOR McEACHERN

1. Appointments to be Considered:
 - Reappointment of Robert Capone to the Cable & Broadband Internet Commission
 - Reappointment of Katinka de Ruiter to the Board of Library Trustees
 - Appointment of Jolanda Fannin to the Board of Library Trustees

The City Council considered the two reappointments and one appointment as outlined above that would be voted upon at the September 24th City Council meeting.

2. Acceptance of Resignations:
 - Charles Sullivan from the Sustainability Committee

Councilor Denton moved to accept with regret the resignation of Charles Sullivan from the Sustainability Committee and to send a letter of thanks and appreciation for his service to the City. Seconded by Councilor Bagley and voted.

- Alyssa Murphy from the Public Art Review Committee

Councilor Cook moved to accept with regret the resignation of Alyssa Murphy from the Public Art Review Committee and to send a letter of thanks and appreciation for her service to the City. Seconded by Assistant Mayor Kelley.

Councilor Cook said Alyssa Murphy has been a wonderful member and an integral part of the work of the Committee.

Motion passed.

XV. CITY COUNCIL MEMBERS

A. COUNCILOR COOK, COUNCILOR BAGLEY & COUNCILOR MOREAU

1. Resident Parking Access Program (RPAP)

Councilor Cook moved to direct staff to develop a detailed implementation plan for a Resident Parking Access Program (RPAP), establishing a \$1 per hour for non-resident vehicles in neighborhoods that surround downtown that are currently unmetered, with enforcement by license plate. Staff shall return to Council with a proposed framework, cost estimates, and recommendations for pilot neighborhoods, with specific consideration of how the program can also support higher-density affordable housing developments without parking requirements. Seconded by Councilor Bagley.

Councilor Bagley spoke regarding the previous Parking Study, and that the Neighborhood Parking Program was looked at and the framework would be any person that signs up through registering their vehicles.

City Council requested the following information be provided in a report back to the City Council:

- How have previous resident parking programs worked,
- Where and what areas would lines be drawn for such a program,
- The number of free passes provided to households,
- How would the program differentiate between downtown workers and tourists,
- Would the plan include surface lots, such as Parrott Avenue, South Mill Pond Playground, and the lower lot of City Hall,
- An outline to be provided of the framework for the plan,
- Cost estimates,
- Recommendations for pilot neighborhoods,
- How the plan should be implemented

Motion passed. Assistant Mayor Kelley, Councilors Blalock, and Lombardi voted opposed.

Councilor Denton moved to suspend the rules to continue the meeting beyond 10:30 p.m. Seconded by Councilor Cook. Assistant Mayor Kelley, Councilors Blalock and Lombardi voted opposed.

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Grant from the New Hampshire Department of Justice for the NH Internet Crimes Against Children Task Force - \$1,300.00

Councilor Tabor moved to approve and accept the New Hampshire Department of Justice grant in the amount of \$1,300.00. Seconded by Councilor Moreau and voted.

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

1. *Report Back on Status of Converting State Street to Two-Way Traffic – City Manager Conard reported as part of the Capital Improvement Plan, \$50,000.00 was approved to evaluate the impacts and costs associated with converting the one-way portion of State Street to two-way traffic. She advised the City Council that staff are working with the BETA Group, Inc. to develop a scope of work and budget to complete the work.*

In addition, to the evaluation of roadway configuration, the scope of work will include public input and a presentation of the findings to the City Council. She stated that the study is anticipated to be completed by the end of the calendar year.

2. *Islington Street Sidewalks Report Back* – City Manager Conard reported that several discussions have occurred over the last 5½ years regarding Islington Street Sidewalks. She advised the City Council that the Public Works Department will be creating a new capital improvement element sheet for Fiscal Year 2027 Capital Improvement Plan to secure funding for design and construction of a new sidewalk. She advised the City Council that two new street crossings have been constructed, one on Barberry Lane at the beginning of the Rail Trail and the other at the WBBX Road location. In addition, these crossings come with the rectangular rapid flashing beacons. Further, City Manager Conard explained when this project does come forward it would be built to City specifications in accordance with our Sidewalk Policy which will not be asphalt but concrete.

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

XIX. ADJOURNMENT

At 10:45 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: WEDNESDAY, SEPTEMBER 24, 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 7:00 p.m.

IV. ROLL CALL

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

ABSENT: Councilor Tabor

V. INVOCATION

Mayor McEachern asked everyone to join in a moment of silent prayer in memory of Bill Littlefield who recently passed away.

VI. PLEDGE OF ALLEGIANCE

Mayor McEachern led in the Pledge of Allegiance to the Flag.

PROCLAMATIONS

1. United States Constitution Week – Daughters of the American Revolution (DAR) Ranger Chapter

Mayor McEachern read the Proclamation declaring the week of September 17th through September 23rd as United States Constitution Week and asked citizens to revisit and reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through the declaration of our rights and liberties.

VII. ACCEPTANCE OF MINUTES – AUGUST 4, 2025

Assistant Mayor Kelley moved to approve and accept the minutes of the August 4, 2025, City Council meeting. Seconded by Councilor Cook and voted.

Councilor Lombardi moved to suspend the rules and bring forward Item XV. D. – Archive Update and Item XIII. A. – Presentation by Pinetree Institute's Work in the Community, Amy Michaels, Coalition Director. Seconded by Assistant Mayor Kelley and voted.

Archive Update

Councilor Lombardi provided an update regarding Archives and the importance of protecting, preserving, and making accessible the history that defines our community. He reported that the Committee has filed for a 501-3c Tax Exemption Non-Profit Organization to be known as the Portsmouth Archive Center.

Assistant Mayor Kelley moved to suspend the rules to allow public comment. Seconded by Councilor Blalock and voted.

Tom Hardiman, Keeper & Executive Director of Portsmouth Athenaeum; Linnea Grim, President and CEO, Strawberry Banke; Emma Stratton, Executive Director, Portsmouth Historical Society; each spoke regarding the importance to preserve the collections by the three organizations and the City of Portsmouth.

Presentation by Pinetree Institute's Work in the Community

Amy Michaels, Coalition Director of Pinetree Institute, Ms. Michaels spoke regarding the importance of the matching grants from the City of Portsmouth and the Rotary Club as well as the results of that support. She addressed the creation of the Greater Portsmouth Recovery Coalition which also enabled the creation of the Greater Portsmouth Youth Wellness Coalition. She stated that drug prevention efforts are part of our community's response to reducing future rates of dropout, unemployment, and healthcare costs, among others. She spoke regarding local efforts with education and awareness, parental and family engagement, access to mental health and support services, policy and environment and youth leadership. She said together, we can safeguard our youth's mental health and future.

IX. PUBLIC COMMENT SESSION

Christine Lusky spoke opposed to widening the sidewalks downtown. She said that we need to reduce the number of vehicles in the downtown and suggested that a trial period take place before any changes are made to the sidewalks.

Brianna Martin thanked the City Council for passing the Resolution regarding Due Process of Citizens. She asked the City Council to consider a next step to create signage for immigrants stating that they are safe in the City of Portsmouth.

Peter Somssich expressed his opposition to the city lowering the flag at the death of Charlie Kirk.

Tyler Garzo asked the City Council to consider the recommendations of staff regarding a Resident Parking Program. He also asked the Council to consider implementing a shuttle service.

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

Public Hearing & Second Reading of Ordinance:

- A. PUBLIC HEARING & SECOND READING of Chapter 10, ZONING ORDINANCE, Article 5A Character-Based Zoning, Section 10.5A43.45, Special Building Footprint Provisions; Section 10.5A43.46, Redevelopment of Existing Buildings and Article 15, Definitions, Building footprint, to permit exceeding the building footprint maximum without a Conditional Use Permit
- **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. Planning Manager Stith, provided a brief presentation and spoke to the definition of a building footprint adopted in 2016. He said the maximum footprint in CD5 is 20,000 and CD4 is 15,000. Also, if you add incentives CD5 would be 40,000 and CD4 would be 30,000.

He said proposed amendments are outlined below:

- Amendments will allow additions to existing building footprints up to 10,000 square feet without a building footprint restriction
- Addition meets or exceeds maximum entrance spacing and building façade modulation
- Cannot cover or close privately owned public places
- Permitted demolition may reconstruct within 18 months in same footprint

He reviewed the analysis of existing footprints. He said the proposed amendment to building footprint would read as follows: *The total area of a building at or above 18 inches in elevation as measured from the outside walls at the grade plane of a detached building, or of two or more buildings separated only by fire walls, common walls or property lines.* He also reviewed staff recommendations:

- Remove DOD requirement
- Strike #2 “no privately owned public places are covered or closed by buildings by the proposal”
- Reword section on demolition of existing buildings

Elizabeth Bratter expressed concern regarding the ordinance amendments. She said that adding height to the downtown buildings, there would be less open space and would change dimensional requirements.

Kate Waldwick asked why this is not going through the master plan process. She stated that downtown should be treated differently. She stated that this will affect how many properties that would be in the DOD.

Robin Husslage said it is a concern and no oversight for a downtown building increase. She stated that this belongs in the master plan process.

After three calls and no further speakers, Mayor McEachern declared the public hearing closed.

Councilor Moreau said the Planning Board was looking at existing buildings. She said we should look at smaller additions that would make more sense. She stated 10,000 square feet does double in the CD4.

Mayor McEachern said this should go back to the Planning Board for further review or have it as part of the master plan process.

Councilor Bagley said we should send this back to the Planning Board and he would be happy to make that motion.

Councilor Cook said that section is confusing and reviewing building footprints there are not many buildings that could do a 10,000 square foot addition.

Councilor Cook moved to postpone discussion until the Planning Board can come back with recommendations and changes at the October 20, 2025, City Council meeting. Seconded by Assistant Mayor Kelley.

Mayor McEachern said he does not see this changing before a review of the master plan. He said if we vote this down the Planning Board could look at this in the master plan.

Councilor Cook withdrew the motion and Assistant Mayor Kelley the second to the motion.

Councilor Moreau moved to pass second reading and hold third and final reading on October 6, 2025, City Council meeting. Seconded by Councilor Denton. All members of the City Council voted opposed by voice vote.

Public Hearings regarding Ballot Questions:

- B. PUBLIC HEARING REGARDING BALLOT QUESTION: Shall we allow the operation of social districts within the City of Portsmouth
- **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

Assistant Senior City Attorney Ferrini provided a brief presentation regarding Social District Areas that could be like outside dining. She spoke to the requirements under allowing Social Districts and said they would have a separate permit. She indicated that this question would need to be placed on the ballot.

The City Council discussed this matter in detail and placing the question on the ballot.

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

Amy Michaels expressed concern about allowing Social Districts and the potential long-term impacts in the City of Portsmouth. She said that this will impact on our youth and we should not allow that to happen. She stated we need to protect our youth and the community.

Elizabeth Bratter said that Social Districts will cost taxpayers money. She stated that some restaurants do not care about overserving patrons. She said that this will be a fluid matter.

Kate Waldwick, she said that the public should know what the plan would be before anything is put in place.

After three calls and no further speakers, Mayor McEachern declared the public hearing closed.

Councilor Blalock moved to put the following Ballot Question on the November 4, 2025, Municipal Election Ballot: “Shall we allow the operation of social districts within the City of Portsmouth.” Seconded by Councilor Bagley.

Councilor Bagley said he would support the motion and there is enough information for the public to make the choice.

Councilor Moreau expressed concern regarding costs related to enforcement of Social Districts. She said she feels like the Council is rushing this.

Councilor Denton said he would support the motion, and we do not know where we will be in two years from now.

Councilor Cook said she does not oppose Social Districts however, she does not know what this would look like and this may impact events. She stated that it is unclear how this will impact liability in the City.

Assistant Mayor Kelley supports placing this on the ballot and feels that a committee will need to be formed if we adopt Social Districts in the City.

Mayor McEachern said he would support the motion to place it on the ballot. He said that the City needs to decide if we want to do this.

Motion passed. Councilor Cook and Councilor Moreau voted opposed.

Assistant Mayor Kelley moved to establish a Public Hearing on October 6, 2025, City Council meeting in reference to the Ballot Question “Shall we allow the operation of social districts within the City of Portsmouth” for the November 4, 2025, Municipal Election. Seconded by Councilor Blalock and voted.

- C. PUBLIC HEARING REGARDING BALLOT QUESTION: Shall we not allow the operation of KENO games within the City of Portsmouth
 - **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.

Senior Assistant City Attorney Ferrini said KENO would not be allowed if people vote yes because this is an affirmative opt out.

Frank Despair said it has been 8 years since I tried to allow KENO. He spoke in support of allowing KENO in the City.

Frank Capalaire said he would like to see KENO in the City.

Kate Waldwick said this should be on the ballot for the community to decide.

Erik Anderson said that the language is confusing. He said we need to clarify the wording of the question and how it is listed on the ballot.

Elizabeth Bratter suggested that we add language as to what the result of the question would be.

After three calls and no further speakers, Mayor McEachern declared the public hearing closed.

Assistant Mayor Kelley moved to amend the language from “not allow” to “*prohibit*.” Seconded by Councilor Bagley and voted. Councilor Denton voted opposed.

Councilor Lombardi moved to put the following Ballot Question on the November 4, 2025, Municipal Election Ballot. “Shall we prohibit the operation of KENO games within the City of Portsmouth.” Seconded by Assistant Mayor Kelley and voted.

Assistant Mayor Kelley moved to establish a Public Hearing for the October 6, 2025, City Council meeting in reference to the Ballot Question “Shall we prohibit the operation of KENO games within the City of Portsmouth” for the November 4, 2025, Municipal Election. Seconded by Councilor Blalock and voted.

- D. PUBLIC HEARING REGARDING BALLOT QUESTION: Shall we not allow the operation of games of chance within the City of Portsmouth
- **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.

Senior Assistant City Attorney Ferrini spoke to what encompasses games of chance which are table games. She currently stated the Zoning Ordinance does not permit casinos in the City. She said it is possible that someone could apply for a variance to have a casino.

Mayor McEachern said if we do not put this on the ballot a casino license could be issued, and a variance use for a casino.

With no speakers, Mayor McEachern declared the public hearing closed.

Councilor Cook moved to put the following question on the November 4, 2025, Municipal Election ballot “Shall we prohibit the operation of games of chance within the City of Portsmouth.” Seconded by Assistant Mayor Kelley and voted.

Councilor Blalock moved to establish a Public Hearing for the October 6, 2025, City Council meeting in reference to the Ballot Question “Shall we prohibit the operation of games of chance within the City of Portsmouth” for the November 4, 2025, Municipal Election.” Seconded by Assistant Mayor Kelley and voted.

At 9:55 p.m., Mayor McEachern called a brief recess. At 10:05 p.m., Mayor McEachern called the meeting back to order.

Third and Final Reading of Ordinance:

- E. Third and Final Reading of Chapter 10, ZONING ORDINANCE, CITY OF PORTSMOUTH ZONING MAP be amended as follows: rezone parcels described on the City Tax Map 138 Lot 62; and Tax Map 138 Lot 63 from Character District 5 (CD5) to Character District 4 (CD4); to change the boundary of the North End Incentive Overlay District (NEIOD) by removing City Tax Map 138 Lot 60-2, Tax Map 138 Lot 62, Tax Map 125 Lot 16, Tax Map 138 Lot 63 and a portion of Tax Map 138 Lot 60-3; and to amend the boundary of the Downtown Overlay District (DOD) by removing City Tax Map 138 Lot 60, a portion of Tax Map 138 Lot 60-1, Tax Map 138 Lot 60-2, Tax Map 138 Lot 60-3, Tax Map 138 Lot 61, Tax Map 138 Lot 62, Tax Map 138 Lot 63, Tax Map 164 Lot 4, Tax Map 125 Lot 17-1 and a portion of Tax Map 125 Lot 16 and Tax Map 125 Lot 17 from the DOD; and to add a building height standard of 2-3 stories (40 feet) along Rock Street to the cul-de-sac at Foundry Place for City Tax Map 138 Lot 63, Tax Map 138 Lot 60-2, and Tax Map 138 Lot 60-3. The Zoning Maps to be amended are referenced in the City’s Zoning Ordinance at Chapter 10, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10 and Chapter 10, Article 5A, Character Based zoning, Section 10.5A21.10, Content of Regulation Plan, Map 10.5A21A (Character Districts and Civic Districts) and Map 10.5A21B (Building Height Standards), collectively the "Zoning Maps"

Councilor Moreau moved to pass third and final reading of the ordinance. Seconded by Assistant Mayor Kelley and voted. Councilor Blalock voted opposed. Councilor Bagley recused from the vote.

XI. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Approval of MOA for AFSCME Local #1386-A

City Manager Conard reported that this MOA is to switch a half day for Good Friday to Christmas Eve.

Councilor Denton moved to approve the proposed MOA as presented. Seconded by Councilor Blalock and voted.

2. Deed Restriction and Grant Acceptance from the State of New Hampshire for 3.11 Acres of City land located in Greenland

City Manager Conard said that we were awarded a Grant from the State contingent upon placing deed restrictions on the parcel to ensure the public may use the property for “low-impact, passive outdoor recreation, including hiking, hunting, and fishing” in perpetuity.

Councilor Cook moved to authorize the City Manager to execute and record a Grant Agreement with the State of New Hampshire regarding City-owned property on Post Road in Greenland, in substantially the same form as the version contained in the agenda packet. Seconded by Councilor Bagley and voted.

Councilor Cook moved to accept a \$90,000.00 grant from the State of New Hampshire Drinking Water Trust Fund. Seconded by Councilor Bagley and voted.

3. Approval of Sign Policy for School Fundraisers

City Manager Conard reported over the past few weeks there have been several requests from the schools to erect signs (banners and temporary promotional road signs) for school fundraisers on school property and on limited areas within the City right-of-way other City property.

Councilor Blalock moved to approve the Sign Policy for School Fundraisers as presented. Seconded by Councilor Moreau and voted. Councilor Cook recused from the vote as she is a member of one of the non-profit organizations.

4. Replacement of Electronic Ballot Devices

Assistant Mayor Kelley moved to authorize the Office of the City Clerk to utilize new electronic ballot devices by VotingWorks to be deployed at the Municipal Election on Tuesday, November 4, 2025. Seconded by Councilor Blalock and voted.

XII. CONSENT AGENDA

- A. Request from Dava Davin of Portside Real Estate Group LLC. to install a Projecting Sign at 89 Foundry Place, Unit 15 ***(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***

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

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

B. E-mail Correspondence

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

- C. Letter from Ashleigh Tucker Pollock, The Music Hall, requesting to hold the 23rd annual New Hampshire Film Festival on October 16, 2025, through October 19, 2025, in various downtown Portsmouth locations. Also, request to close a portion of Portwalk Place for a Hospitality Party and allow alcoholic beverages to be purchased and consumed inside the event's enclosure

Councilor Bagley moved to grant the City Manager authority to amend the City License Agreement with the Music Hall consistent with this request. Seconded by Councilor Blalock and voted.

- E. Letter from Lynn Raeburn of 109 Dennett Street requesting to have her property removed from the Historic District

Councilor Blalock moved to refer the removal of 109 Dennett Street from the Historic District to the Planning Board and the Historic District Commission for recommendation back to the City Council. Seconded by Councilor Lombardi.

Deputy City Attorney McCourt said that this will go to the Historic District Commission next week and Planning Board at their next meeting which is as quick as it can move forward.

Mayor McEachern asked if the HDC could make a recommendation or allow something to occur if the owner wants to put up vinyl siding.

Deputy City Attorney McCourt advised the City Council that the HDC voted no to allowing the owner to put up vinyl siding.

Councilor Cook asked if there was another avenue for the owner. Deputy City Attorney McCourt said that we are outside the appeal process.

Motion passed.

- D. Letter from Ashleigh Tucker Pollock, The Music Hall, requesting to close Chestnut Street on Wednesday, October 29, 2025, for The Seacoast Culinary Challenge from 5:30 p.m. to 10:00 p.m. with street closure requested from 10:00 a.m. to 10:00 p.m. to allow for set-up and breakdown

Assistant Mayor Kelley moved to refer to the City Manager with Authority to Act. Seconded by Councilor Cook and voted.

- F. Memorandum from Reagan Ruedig, Historic District Commission Chair, regarding Historic District Boundary Revision

Councilor Blalock moved to refer this request for a Zoning Map change to the Planning Board for a report back to the City Council. Seconded by Councilor Cook and voted.

Councilor Cook moved to suspend the rules to continue the meeting beyond 10:30 p.m., Seconded by Councilor Moreau.

On a roll call vote 5-3, motion passed. Councilors Cook, Denton, Bagley, Moreau, and Mayor McEachern voted in favor. Assistant Mayor Kelley, Councilors Blalock, and Lombardi voted opposed.

- G. Letter from Zach McLaughlin, Superintendent of Schools, regarding the confirmation of School Board action on Connie Bean request

Councilor Cook moved to approve and accept the School Board recommendation for the Connie Bean Center installation. Seconded by Assistant Mayor Kelley and voted.

XIV. MAYOR McEACHERN

1. Appointments to be Considered:
 - Reappointment of Sarah Lachance to the Economic Development Commission
 - Reappointment of Andrew Ward to the Economic Development Commission
 - Appointment of Brighid “Briggs” Brady to the Cemetery Committee
 - Appointment of Barbara Sadick as an alternate to the Parking & Traffic Safety Committee

The City Council considered the appointments listed above that will be voted upon at the next City Council meeting.

2. Appointments to be Voted:
 - Reappointment of Robert Capone to the Cable & Broadband Internet Commission
 - Reappointment of Katinka de Ruiter to the Board of Library Trustees
 - Appointment of Jolanda Fannin to the Board of Library Trustees

Councilor Lombardi moved to reappoint Robert Capone to the Cable & Broadband Internet Commission until April 1, 2028; reappoint Katinka de Ruiters to the Board of Library Trustees until October 1, 2028; and appoint Jolanda Fannin to the Board of Library Trustees until October 1, 2026; filling the unexpired term of Kelly Delekta. Seconded by Councilor Bagley and voted.

3. Request for a report back on the status of health insurance costs and options moving forward

Assistant Mayor Kelley moved to request a report back from the City Manager regarding insurance costs and other avenues to explore. Seconded by Councilor Blalock and voted.

4. Request a Tour of the Three Elementary Schools

Councilor Blalock moved to request a tour of the three elementary schools in December 2025 with the newly elected City Council. Seconded by Councilor Cook.

Mayor McEachern said that the next City Council will need to address the budget when they're put into office.

Motion passed.

XV. CITY COUNCIL MEMBERS

A. ASSISTANT MAYOR KELLEY, COUNCILOR TABOR & COUNCILOR MOREAU

1. Housing Recommendations

Assistant Mayor Kelley moved to refer to the Planning Board a Council request to put parking review for residential projects with three or more units into the site review process, and draft appropriate ordinance changes for City Council action. Seconded Moreau and voted.

Assistant Mayor Kelley moved to refer to the Planning Board a Council request to rezone certain streets and parcels as shown in packet from industrial and commercial to Gateway, requesting the necessary ordinance deletions and additions to present back for City Council action. Seconded by Councilor Bagley and voted.

Assistant Mayor Kelley moved to ask the Planning Board to modify zoning section 10.812 to eliminate the requirement that it apply only to houses built before 1980, and look at including Rural, SRA and SRB as permitted zones, and changing General Residence districts from Special Exception to Permitted in order to create more affordable housing. Seconded by Councilor Moreau and voted.

Assistant Mayor Kelley moved to request a report back from the Legal Department on appropriate hearings and ordinance language to adopt New Hampshire RSA 79-E to encourage/incentive more affordable and market rate housing. Seconded by Councilor Bagley and voted.

B. COUNCILOR COOK

1. Report Back on a proposed Banner Program from discussions with the Legal Department and the Arts & Cultural Commission

Councilor Cook reported that the Legal Department and Arts & Cultural Commission are working on a draft policy for review by the City Council. She stated in addition to the policy, the language will be added to the draft Encumbrance Ordinance, currently in review by the Governance Committee, to provide more guidelines for the implementation of the program. She advised that the next report back to the Council will include the final draft of policy language.

C. COUNCILOR BAGLEY

1. Parking & Traffic Safety Committee Action Sheet & Minutes of the September 4, 2025, meeting

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

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Acceptance of Grant from the New Hampshire Department of Justice for the NH Internet Crimes Against Children Task Force - \$1,300,000.00

Councilor Blalock moved to approve and accept the New Hampshire Department of Justice grant in the amount of \$1,300,000.00. Seconded by Councilor Cook and voted.

- B. Acceptance of Donations to be determined by the Otto Pizza Fundraiser to the Recreation Department

Councilor Blalock moved to approve and accept 10% of the proceeds from the Otto Pizza Fundraiser. Seconded by Councilor Lombardi and voted.

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

1. Pease Development Authority Board Meeting Update
- PDA received a tremendous number of public comments regarding the ICE flights out of Portsmouth Airport
 - The golf course had a record setting month in August with 1,400 rounds

- There are eight remaining major events, and the golf course will remain open through Halloween
- The airport saw tremendous activity through the end of July with flights from Orlando and Fort Meyers
- Flights to Raleigh-Durham International Airport will start in December
- American Cruise Lines have had eight out of their ten visits with no negative impact to the downtown
- She and staff will tour the Portsmouth Fish Pier tomorrow which is substantially complete, and fuel operations will be back in service

2. Update on Afterschool Child Care

City Manager Conard reported that all the groups have met collectively and separately and understand that the need has been met for now. She said Granite stands poised to accept additional children at the Camp Gundalow Facility should their services be needed.

3. Report Back on SMS/Text Notifications for City Meetings

City Manager Conard announced that on September 15, 2025, the City launched a new SMS and email notification system to enhance public access to meeting information. She stated that the public can now sign up to receive notifications when meeting materials are posted, ensuring timely updates and improved transparency. She reported that notifications will include agendas, minutes, and meeting packets, and will help residents stay connected. She stated at the launch of the program we included the Land Use Boards and City Council, and other boards, committees, and commissions will soon be added.

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

XIX. ADJOURNMENT

At 10:50 p.m., Assistant Mayor Kelley moved to adjourn the meeting. Seconded by Councilor Blalock and voted.



KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 1, ADMINISTRATIVE CODE, Article IV – COMMISSIONS AND AUTHORITIES, Section 1.414, be added to establish a permanent Energy Advisory Committee, of the Ordinances of the City of Portsmouth, as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

A. Mission: The mission of the Energy Advisory Committee is to advocate for a lower cost, lower carbon energy future to our residents.

B. Membership and Term: The Energy Advisory Committee will consist of one City Councilor to be designated by the Mayor to serve for the two year term they serve on the Council, and seven community members, one of those community members shall have an affiliation with a public utility, to each serve three year terms, and one member of the Sustainability Committee. The seven community members who are current members of the existing Blue Ribbon Energy Advisory Committee shall continue as members, if willing, for three year terms. As attrition causes the number of community members to drop below seven, the Mayor will appoint, with Council approval, new members to three year staggered terms. Thereafter, the committee will have 5-7 community members.

C. Qualifications: Members will have demonstrated knowledge of electricity markets and regulation, and renewable energy and energy efficiency technologies that can benefit Portsmouth.

D. Powers and Duties: The Energy Advisory Committee shall provide advice and guidance to the City Council, the City Manager, and City Boards with respect to:

1. The operations of Portsmouth Community Power, to include the recommendations for local projects supported by The Community Power Coalition of New Hampshire Joint Powers Agreement to benefit residents.
2. Community Power related issues.
3. Ways to reduce municipal energy costs and greenhouse gas emissions.
4. Technical advice on city energy efficiency strategies and options.
5. City energy procurement
6. Education of the community on energy efficiency and carbon reduction strategies.
7. Technical advice on energy strategies, electrification, and local resource development.

E. Limitations: Nothing herein shall limit the power of the City Council or City Manager to take immediate action in the event of exigent circumstances. Nor shall anything herein limit the ability of the Energy Advisory Committee Chair or Co-Chairs to appoint subcommittees or determine the format of how to best structure meetings.

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

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

This ordinance shall take effect on January 1, 2026.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the Proposed CAPITAL IMPROVEMENT PLAN. The Complete Capital Improvement Plan is on file in the Office of the City Clerk during regular business hours and is also available on the city website.

CITY OF PORTSMOUTH, NH

Capital Plan Summary '27

Description

I.	VEHICLES AND EQUIPMENT	\$4,325,762.00
II.	BUILDINGS AND INFRASTRUCTURE	\$9,247,000.00
III.	INFORMATION SYSTEMS	\$1,357,150.00
IV.	TRANSPORTATION SYSTEM MANAGEMENT	\$1,200,000.00
V.	ENTERPRISE FUNDS	\$7,100,000.00
VI.	COMBINED FUND PROJECTS	\$11,975,000.00
	CAPITAL CONTINGENCY	\$100,000.00
	GRAND TOTAL	\$35,304,912.00

*\$1,950,000.00 is proposed to be funded from FY27 General Fund Capital Outlay

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the Proposed CAPITAL IMPROVEMENT PLAN. The Complete Capital Improvement Plan is on file in the Office of the City Clerk during regular business hours and is also available on the city website.

CITY OF PORTSMOUTH, NH

Capital Plan Summary '27

Description

I. VEHICLES AND EQUIPMENT	\$4,325,762.00
II. BUILDINGS AND INFRASTRUCTURE	\$9,247,000.00
III. INFORMATION SYSTEMS	\$1,357,150.00
IV. TRANSPORTATION SYSTEM MANAGEMENT	\$1,200,000.00
V. ENTERPRISE FUNDS	\$7,100,000.00
VI. COMBINED FUND PROJECTS	\$11,975,000.00
CAPITAL CONTINGENCY	\$100,000.00
GRAND TOTAL	\$35,304,912.00

*\$1,950,000.00 is proposed to be funded from FY27 General Fund Capital Outlay

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,
MMC/CNHMC
PORTSMOUTH,
NH CITY CLERK

EXPLANATORY NOTE, NOT PART OF ORDINANCE AMENDMENT- If adopted, this amendment will be a completely new Article I. What is presently Article I will be renumbered and become Article II. The renumbered Article II primarily addresses Business Licenses and Dog Licenses administered by the City's Licensing Agent, the City Clerk, not encumbrances for the use of public property. Substantial revisions to renumbered Article II will need to come forward to edit obsolete provision and remove inconsistent language with Article I in a separate amendment after the Governance Committee's review.

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 6, LICENSES, Article I, GENERAL PROVISIONS, be amended 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 of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**, remaining language unchanged from existing):

CHAPTER 6 **LICENSES AND ENCUMBRANCES**

ARTICLE I ~~GENERAL PROVISIONS~~ **ENCUMBRANCE PERMITS AND LICENSES FOR USE OF PUBLIC PROPERTY**

Section 6.101: STATEMENT OF PURPOSE

The purpose of this ordinance is to establish a comprehensive framework for the licensing and encumbering of public property within the City and aims to ensure the responsible use and management of public assets, create an efficient and transparent approval process and safeguard the interests of the community while promoting economic development. By regulating the use of public property, the City seeks to:

1. **Enhance Efficiency and Transparency:** Establish efficient and transparent procedures for issuing licenses and encumbrance permits for use of public property;
2. **Promote Fair Access:** Provide the public with equitable access to public property;
3. **Preserve Public Assets:** Maintain and preserve the integrity of public property;
4. **Facilitate Economic Development:** Support local businesses and economic activities by providing clear guidelines for the use of public property; and
5. **Maintain Public Safety:** Ensure that public property is used in a manner that protects the health, safety, and welfare of residents and visitors.

Section 6.102: AUTHORITY

The City Council regulates the use of public property through the creation of ordinances and policies in its administration of municipal affairs. The City Manager carries out the policy decisions of the City Council and manages City property.

Public property includes but is not limited to public ways, roads, rights-of-way, streets, lanes, alleys, sidewalks, parking spaces, loading zones and other public spaces, including intrusions into the airspace over sidewalks and streets ("Public Property"). Public forum areas are governed by a separate City Council policy and are excluded from the definition of Public Property in this Chapter.

The regulation of Public Property includes the issuance of permits and licenses for the temporary placement, installation, location or use of any obstruction on, in or over Public Property, including but not limited to structures, fixtures, objects, equipment or other encroachments ("Encumbrance").

No license or permit will be issued for an Encumbrance that endangers public safety, impedes the free path of travel for the public, including pedestrian and vehicular traffic, or impedes egress or access to driveways, entrances, hydrants, poles, utilities, traffic signs or other government use.

Permits and licenses for Encumbrances may be temporarily or permanently suspended in an emergency or if public interest requires such termination.

The City Manager is responsible for establishing and publishing rules, regulations, and the forms necessary for the issuance and management of encumbrance permits and licenses under this Chapter. All rules, regulations and procedures associated with these licenses and permits shall be published on the City's website.

The City Manager or designee has the authority to issue temporary encumbrance permits for the use of Public Property for a period not to exceed one year. The City Manager will submit written reports to the City Council on all temporary encumbrance permits issued each month. The City Council's acceptance of these reports shall constitute the City Council's acceptance and endorsement of the permits issued.

**Section 6.103: TEMPORARY ENCUMBRANCE PERMITS-FOR USE
 OF PUBLIC PROPERTY**

Permits and Licenses may be issued by the City Manager or delegee for the following Encumbrances that are in compliance with the provisions set forth above, the published rules, regulations and procedures for permits and licenses and the specific provisions set forth in this Chapter:

A. Projecting Signs and Awnings

An annual permit may be issued for signs and awnings that are affixed to private property that project over the airspace of Public Property. Signs and awnings shall comply with the dimensional requirements for height, setbacks and dimensional standards set forth in the City's Zoning Ordinance.

B. Flags

An annual permit may be issued for one flag per business over Public Property that does not exceed 12 square feet in area and has at least 7 feet of clearance above Public Property. A flag may be either an "open" flag or a flag that advertises the name of the business. The limitation of one flag per business does not apply to the American Flag or the New Hampshire State Flag. Flags defined in this Section are not considered signs under the City's Zoning Ordinance.

C. A- Frame Signs

An annual permit may be issued for one A-Frame sign located in Public Property on the sidewalk within the frontage where a business entrance is located. The A-Frame sign may not exceed 8 square feet in area on each side. If a business does not have sufficient frontage to place an A-Frame sign, it may place one within the frontage of an abutting business with the express written permission of the abutter. If a business is located in an alley, a wayfinding A-Frame sign may be located within the frontage of another business with the express written permission of the other business owner.

D. Tables, Chairs and Benches

Annual permits may be issued for tables, chairs and benches for use by the general public on Public Property if, among other things, the number, size and location of the tables, chairs and benches do not impede the free path of travel for the public.

E. Planters

Annual permits may be issued for planters on Public Property if, among other things, the size and location of the planters do not impede the free path of travel for the public. Permits will be revoked if the plants in the planters are not maintained.

F. Mannequins and Clothing Racks

An annual permit may be issued for one mannequin and one clothing rack on Public Property in front of a business that sells clothing if, among other things, the size and location of the mannequin or clothing rack does not impede the free path of travel for the public. Permits will be revoked if the mannequin or clothing rack is placed in front of or impedes access to the Public Property in front of an abutter.

Section 6.104: SHORT-TERM CONSTRUCTION ENCUMBRANCE PERMITS

Encumbrances of Public Property may be permitted for construction projects through the issuance of short-term Encumbrance Permits. Permits may be granted for construction project Encumbrances that may include but not be limited to scaffolding, fencing and laydown areas for construction materials. Permits may also be issued for non-

construction related Encumbrances related to the trades, that may include but not be limited to moving trucks, equipment and vehicles associated with window washing and landscaping. All other permits required for construction projects, such as Excavation, Flagging and Driveway Permits, are issued after administrative review by the Department of Public Works and are not subject to this ordinance.

A. Short-Term Construction Encumbrance Permits

Encumbrance Permits for up to 30 calendar days will be administered and issued by the Department of Public Works.

B. Short-Term Construction Encumbrance Permit Extensions

Short-Term Encumbrance Permits issued for 30 calendar days may be extended at the discretion of the Department of Public Works for up to an additional 30 calendar days (60 days total) after administrative review by the Department of Public Works. If there is a request for an additional 30 day extension (90 days total), an extension may only be granted by the City Manager for good cause. All extensions may require new conditions and fees. The City Manager's monthly report to the City Council will distinguish between the initial permit and each extension.

Section 6.105: LICENSES

Licenses are for long-term Encumbrances that require approval by the City Council that include the following:

A. Construction Licenses

Requests for construction-related Encumbrance Permits for use of Public Property over 90 calendar days will be granted only after approval by the City Council.

B. Revocable Licenses Requiring Recording

When the City identifies encroachments in the City right-of-way or other Public Property, the City Council may require the Owner to record a revocable License at the Rockingham County Registry of Deeds that sets forth the City and Owner's rights and responsibilities and memorializes the location of the Encumbrance. Revocable Licenses for recording may require Encumbrances for steps, walls, fences, pipes and underground monitoring wells.

C. Licenses for Public Utilities

City Council approval is required for all revocable Licenses for utility Encumbrances that include but are not limited to poles, wires and

conduits that are in, on, over or within the City right-of-way or other Public Property.

D. Licenses for Use of Public Property

City Council approval is required for all Licenses for the use of Public Property as defined in this Chapter and licenses for the use of City Parks and Parking Lots. The issuance of these licenses does not limit or revoke the authority of the City Manager regarding Parking Lots and Parks as more fully set forth in City Ordinance Chapters 7 and 8.

E. Valet Agreements

Valet Agreements for the use of City parking spaces to drop off cars for valet services must be approved by the City Council after being reviewed and recommended by the Parking and Traffic Safety Committee.

Section 6.106: PERMITS AND LICENSES FOR COMMERCIAL USE OF PUBLIC PROPERTY

Under limited circumstances, some commercial use of Public Property is permitted and regulated by City Ordinance and Council Policy. These commercial uses include the following:

- A. Hawkers and Peddlers.** See Chapter 6 License, Article XIII, Hawkers and Peddlers, Section 6.1301-1306 and Hawkers and Peddlers Policy 2009-04.

Hawkers and Peddlers shall not encumber Public Property with carts, stand, nonmotorized vehicle or tables for the sale or display of food or goods without first obtaining a Hawkers and Peddlers permit pursuant to the ordinance and policy set forth above.

- B. Vendor Parking Space.** See Chapter 6 License, Article XIII, Hawkers and Peddlers, Section 6.1307.

- C. Outdoor Dining.** See Chapter 6, License, Article XVII, Outdoor Dining Encumbrance Permit, Sections 6.1701-1707.

- D. Taxis.** See Chapter 7, Vehicles, Traffic and Parking, Article II, Taxis, Section 7.201-217.

Section 6.107: SPECIAL EVENT PERMITS

The City has a strong commitment to foster support for local nonprofits and the arts and culture community through granting special event permits that allow these organizations to host diverse events on Public Property because they add vitality and support the

economy of our community. Because these events take place on Public Property, they require significant municipal service support, that may include but not be limited to: Police details; inspections from Fire and Building Inspections Departments; street closure, barriers and logistical support from the Department of Public Works; food vending review by the Health Department; and review of alcohol service, if applicable, by the City's Liquor Review Committee, which is a prerequisite for the issuance of a liquor license from the New Hampshire Liquor Commission. Use of municipal services for Special Event Permits requires timely application and payment of associated fees for other permits that may be required for the event, that include but are not limited to:

- A. Temporary Event Food Permit (Health Department)**
- B. Building Permit for Tents (Inspections Department)**
- C. Temporary Permit to Operate a Place of Assembly (Fire Department)**
- D. Liquor Review Committee Approval**
- E. New Hampshire Liquor Commission Liquor License**

City Council approval is required for the initial application for a Special Event Permit and the Council grants the City Manager authority to act on the application. The other permits associated with special events shall be issued by the appropriate City Departments.

Section 6.108: REQUIRED AND PROHIBITED CONDUCT OF APPLICANT

Every Applicant that is issued an encumbrance permit or license shall:

- A.** Agree to permit the City to conduct all reasonable inspections of the encumbrance area;
- B.** Comply with all applicable governing laws, codes, City ordinances, State statutes, and City rules, regulations and policies;
- C.** Maintain the encumbrance area in a safe, clean and appropriate manner and take all action necessary to protect public safety;
- D.** Refrain from damaging the encumbrance area and restore it to its original condition upon termination of the permit or license except as may be otherwise approved;
- E.** Refrain from occupying the encumbrance area after the expiration of the permit or license or at any time during periods of revocation or suspension;
- F.** Remove all structures, fixtures, object, equipment or other encroachments ("Encumbrances") from the encumbrance area after the term of the permit or license has expired. If not removed, the City may remove and store all

Encumbrances and assess a \$250 removal and storage fee. If the fee is not paid, or the Encumbrances are not retrieved, ownership of the Encumbrances may be forfeited to the City; and

- G. Comply with all terms, conditions and other additional requirements set forth in the encumbrance permit or license, when applicable, agree to indemnify the City, to name the City as an additional insured in the amount prescribed and to pay all permit and license fees and fees for extensions.

Section 6.109: DENIAL, SUSPENSION, REVOCATION AND PENALTIES

A. Denial and Temporary Suspension:

The City may deny or temporarily suspend any encumbrance permit or license if it interferes with special events or for any maintenance or construction which requires closure or encumbrance of any public road, right-of-way, sidewalk, parking space, loading zone or other Public Property.

B. Suspension and Revocation:

Encumbrance permits and licenses will be suspended or revoked for breach of the terms and conditions of the permit or license and for failure to comply with this Chapter. The encumbrance permit or license will be suspended 48 hours after receipt of written notice from the City. No 48 hours' notice is required if it is an emergency.

C. Penalties

Any person who violates this ordinance or the terms and conditions of the encumbrance permit or license issued pursuant to this Chapter, including those who fail to obtain permits and licenses, shall be subject to all penalties set forth in City Ordinance, Chapter 1, Article XIII and all other additional remedies permitted by law.

Section 6.110: APPEALS TO CITY COUNCIL

Any applicant denied a permit or license through the administrative review process may appeal to the City Council for a de novo review within 30 days of the denial. Such appeals shall be submitted to the City Clerk and shall state the date of the denial of the permit or license being appealed and a brief description of the basis for appeal. The City Clerk will docket the appeal and will put all timely filed appeals on the next available City Council Agenda.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,
MMC/CNHMC
PORTSMOUTH,
NH CITY CLERK

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That 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 of the Ordinances of the City of Portsmouth be deleted in its entirety and be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**, remaining language unchanged from existing):

~~CHAPTER 6, ARTICLE X: THEATRICALS, PARADES, OPEN AIR MEETINGS~~

~~Section 6.1001: LICENSE REQUIRED No theatrical or dramatic presentation shall be performed or exhibited and no parade or procession upon any public street or way and no open air public meeting upon any ground abutting thereon shall be permitted unless a license therefor shall first be obtained from the City License Officer and endorsed by the Chief of Police.~~

~~Section 6.1002: LICENSE FORM Every such license shall be in writing and shall specify the day and hour of the permit to perform or exhibit such parade, procession or open air public meeting.~~

~~Section 6.1003: FEE Fee to be determined in accordance with Chapter 1, Article XVI or similar wording. (Amended 3/18/2002).~~

~~Section 6.1004: PENALTY FOR FAILURE TO LICENSE Any person who violates Section 6.1001 of this Ordinance shall be fined not exceeding \$100.00.~~

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 7 – Vehicles, Traffic and Parking, Article 1 – Parking Meters, Section 7.114 – Construction Permit be deleted in its entirety. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 7 – Vehicles, Traffic and Parking, Article 1 – Parking Meters, Section 7.114 – Construction Permit be deleted in its entirety. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,
MMC/CNHMC
PORTSMOUTH,
NH CITY CLERK

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 7, VEHICLES, TRAFFIC AND PARKING, Article I, PARKING METERS, Section 7.114 – **CONSTRUCTION PERMIT** of the Ordinances of the City of Portsmouth be deleted in its entirety and amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**, remaining language unchanged from existing):

~~Section 7.114: CONSTRUCTION PERMIT~~

~~The Department of Public Works may issue to a contractor or person actually engaged in construction and repair work, a temporary permit for exclusive use of a metered parking space for the parking of a vehicle or other equipment being used in construction or repair work. The issuance of such temporary permits shall be in accordance with the following terms and conditions:~~

- ~~A. The permittee shall be issued a “meter bag” for a fee to be determined in accordance with Chapter 1, Article XVI or similar wording~~
- ~~B. The permittee shall also pay a non-refundable fee to reimburse the City for the cost of the meter bag.~~
- ~~C. In the event that the permittee secures the use of the meter bag through misrepresentation, the permittee shall be subject to a fine of fifty dollars (\$50.00).~~
- ~~D. Any person using a meter bag other than at the times or in the manner specifically authorized by the Department of Public Works shall be subject to a fine of one hundred dollars (\$100.00) per day, per meter bag, of such unauthorized use.~~

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,
MMC/CNHMC
PORTSMOUTH,
NH CITY CLERK

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 8 INCUMBRANCES AND INJURIOUS PRACTICES IN STREETS, Article I: INCUMBRANCES, Sections 8.101: INCUMBRANCES, 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** of the Ordinances of the City of Portsmouth be deleted in its entirety and amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**, remaining language unchanged from existing):

~~Section 8.101: INCUMBRANCES, GENERAL~~

~~No person shall, without necessity, or license from the City Council, place or leave or cause to be placed or left, any team, carriage, cart, dray, automobile, truck or other like vehicle or thing in any street, lane, alley or public place that shall in any way encumber or impede the free passage thereon or therein.~~

~~Section 8.105: DIGGING UP A STREET~~

~~No person shall break or dig up the ground or stones in any street, lane or alley or any sidewalk or common in the City, or erect any staging for building, or place or deposit any stone, bricks, timber, or other materials thereon, or remove any building through any street or other public place without first having obtained a written license from the City Council, and complying in all respects with the conditions of said license.~~

~~Section 8.106: LICENSE TO OBSTRUCT STREET~~

~~The City Council may grant a license in writing to any person for the purpose of building or removing any building or for any other lawful purpose, to dig up, obstruct, or encumber so much and such parts of any street, lane, alley, sidewalk, or other public place in the City, as may be necessary for such purpose, and on such terms and conditions as they shall deem safe and proper.~~

~~A. Fee to be determined in accordance with Chapter 1, Article XVI or similar wording. (Amended 3/18/2002).~~

~~Section 8.114: AWNING AND SIGNS~~

~~No person shall place or establish any sign, awning or shade before his usual place of business or dwelling house, over any part of any street or sidewalk, unless the same be safety fixed and supported so as in no way in inconvenience pedestrians, and so that~~

~~the lowest part of such sign, awning or shade shall be at least 7 feet in height above the sidewalk.~~

~~**Section 8.120: DISPLAYING MERCHANDISE ON SIDEWALK**~~

~~No person shall sell, or expose for sale or place or cause to be placed in or over a space exceeding 24" (twenty four inches) nearest the premises occupied by such person, on any sidewalk of any street, lane, or public place in this City, any article of any kind.~~

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 9, Article V – Public Way Obstructions, Placement & Registration including Sections 9.501 – 9.511 be deleted in its entirety. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed Ordinance amending Chapter 9, Article V – Public Way Obstructions, Placement & Registration including Sections 9.501 – 9.511 be deleted in its entirety. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,
MMC/CNHMC
PORTSMOUTH,
NH CITY CLERK

ORDINANCE

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 9 MISCELLANEOUS PUBLIC WELFARE, ARTICLE V: PUBLIC WAY OBSTRUCTIONS, PLACEMENT & REGISTRATION, Sections 9.501 through 9.511 regarding public way obstructions of the Ordinances of the City of Portsmouth be deleted in its entirety and amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**, remaining language unchanged from existing):

~~ARTICLE V: PUBLIC WAY OBSTRUCTIONS, PLACEMENT & REGISTRATION~~

~~Section 9.501: DEFINITIONS~~

~~As used in this ordinance, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:~~

- ~~A. "City": The City of Portsmouth.~~
- ~~B. "Newspaper or new periodical": a daily or weekly publication containing all of the following: current news, editorials, feature articles and advertising.~~
- ~~C. "Newsrack": Any self-service or coin-operated box, container, storage unit or other dispenser installed, used, or maintained for the display and sale of newspapers or news periodicals.~~
- ~~D. "Public Way Obstruction": Any object which in any way obstructs the free passage of pedestrians, wheelchairs or vehicles on the streets, sidewalks or roadways.~~

~~Section 9.502: CERTAIN PUBLIC WAY OBSTRUCTIONS PROHIBITED~~

- ~~A. No person shall install, use, attach or maintain any public way obstruction which projects onto, into or over any part of the roadway of any public street.~~
- ~~B. No person shall install, use attach or maintain any public way obstruction which in whole or in part rests upon, in or over any public sidewalk, when such installation, use or maintenance endangers the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other governmental use, or when such public way obstruction unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, or the use of poles, posts, traffic signs or signals, hydrants, mailboxes, or other objects permitted at or near said location.~~

~~Section 9.503: LICENSING OF LOCATION — NEWSRACK LIMITED EXCEPTION~~

~~A. No person shall install or maintain any public way obstruction which in whole or in part rests upon, in or over any public sidewalk, except newsracks, without first applying for an being granted a license from the City Council. The license application shall include the following:~~

- ~~1. The physical dimensions of the public way obstruction.~~
- ~~2. The name, address and telephone number of the person or company responsible for the obstruction.~~
- ~~3. A diagram showing the location of the obstruction and the dimensions of the sidewalk upon which it is to be located.~~

~~Newsracks shall require the submission of license application, but the license shall be granted by the City Clerk on a ministerial basis without the requirement of City Council approval. Newsracks must comply with the remaining provisions of this ordinance.~~

~~Section 9.504: STANDARDS FOR INSTALLATION, MAINTENANCE & OPERATION~~

~~Any public way obstruction which in whole or in part rests upon, in or over any public sidewalk or parkway shall comply with the following standards:~~

- ~~A. Public way obstructions must be licensed individually by location.~~
- ~~B. The City shall issue a proof of license in the form of a sticker or decal which must be attached to the obstruction at all times.~~
- ~~C. Fees to be determined in accordance with Chapter 1, Article XVI or similar wording. (Amended 3/18/2002).~~
- ~~D. All licenses must be renewed annually prior to March 1st.~~
- ~~E. Unlicensed newsracks or public way obstructions will be considered abandoned and subject to removal without notice.~~
- ~~F. All licenses are non-transferable.~~

~~Section 9.506: HOLD HARMLESS AND INSURANCE~~

~~Every person or other entity which places or maintains a public way obstruction on a public sidewalk, parkway, roadway or street in the City shall file a written statement with the City Clerk satisfactory to the City Attorney, whereby he/she, or it agrees to indemnify and hold harmless the City, its officers, City Council Members and employees, from any loss or liability or damage, including expenses and costs, for bodily or personal injury, and for property damage sustained by any person as a result of the installation, use, or maintenance of the public way obstruction within the City. A Certificate of Insurance in a form approved by the City Attorney indicating no less than one million dollars (\$1,000,000) in general liability insurance coverage and naming the City as an~~

~~additional insured shall be maintained on file with the City Clerk by each such person or entity.~~

~~Section 9.507: REMOVAL OF NEWSRACK OR PUBLIC WAY OBSTRUCTION~~

~~The City Manager or his/her designee shall remove any public way obstruction placed on any street, sidewalk, parkway or roadway in violation of this ordinance.~~

~~Section 9.508: SEVERABILITY~~

~~The provisions of this ordinance are severable. If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application.~~

~~Section 9.509: INJUNCTION~~

~~Any violation of this ordinance is hereby declared to be a nuisance. In addition to any other relief provided by this ordinance, the City Attorney may apply to a Court of competent jurisdiction of an injunction to prohibit the continuation of any violation of this ordinance. Such application for relief may include seeking a temporary restraining order, preliminary injunction and permanent injunction.~~

~~Section 9.510: DAMAGE TO PUBLIC WAY OBSTRUCTIONS~~

~~Any damage to public way obstructions, whether or not properly licensed, by any cause whatsoever, including snowplowing and removal, will be at the sole expense of the owner.~~

~~Section 9.511: PENALTY~~

~~Any person, firm or corporation violating any provision of this ordinance shall be fined \$100.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.~~

~~(Adopted Ordinance by deleting in it's entirety and replaced with new text 12/4/2000)~~

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,
MMC/CNHMC
PORTSMOUTH,
NH CITY CLERK

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 11 SIDEWALKS, SEWERS, LAYOUT OF STREETS, SUBDIVISION OF LAND, ARTICLE VI: REFERRALS TO PLANNING BOARD, Section 11.602 A 1, **REFERRAL AND REPORT** of the Ordinances of the City of Portsmouth be amended to delete the word license as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**, remaining language unchanged from existing):

Section 11.602: REFERRAL AND REPORT

- A. The following matters shall be referred to the Planning Board in writing at least thirty (30) days before final action is taken:
 - (1) Any acquisition or disposition of municipal real property, including fee transfers, **and** easements ~~and licenses~~;
 - (2) Any plan for the construction, alteration, relocation, acceptance or discontinuance of a public way.
- B. No final action on a matter listed herein shall be taken until either the Planning Board has reported to the City Council thereon in writing or sixty (60) days have elapsed since the referral without such report.
- C. The failure to refer a matter listed herein to the Planning Board shall not affect the legal validity or force of any action related thereto if the Planning Board waives such referral.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC/CNHMC
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, November 17, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH, on the proposed 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

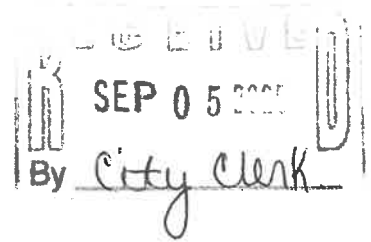
Dennett Street, Tax Map 142, Lot 27 from the Historic District Overlay. The complete Ordinance is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY,
MMC/CNHMC
PORTSMOUTH,
NH CITY CLERK

Sept 5, 202

To: Attorney Trevor McCourt

 Kelli Barnaby
~~Irene Filbrook~~ - City Clerk



Jessica Griffin – City manager's office.

This is a request to be removed from the Dennett Street HDC this month.

I own and have maintained this property for 20+years, and as a senior citizen have limited resources. I have paid 1/3 of the contract price and want to be removed from the Dennett HDC area in order to seal my house against thee elements of winter.

Briefly I was misinformed by the Planning Department and therefore understood I was NOT within this historic district. I contracted with Roofing King to reside my house in a sustainable vinyl of era appropriate color in August 2025. King Co. started renovation and now holds my construction materials as inventory.

HDC was notified (see Izak in Planning for original material submitted for the August 6th meeting) and I was refused to continue restoration of my residence at this hearing.

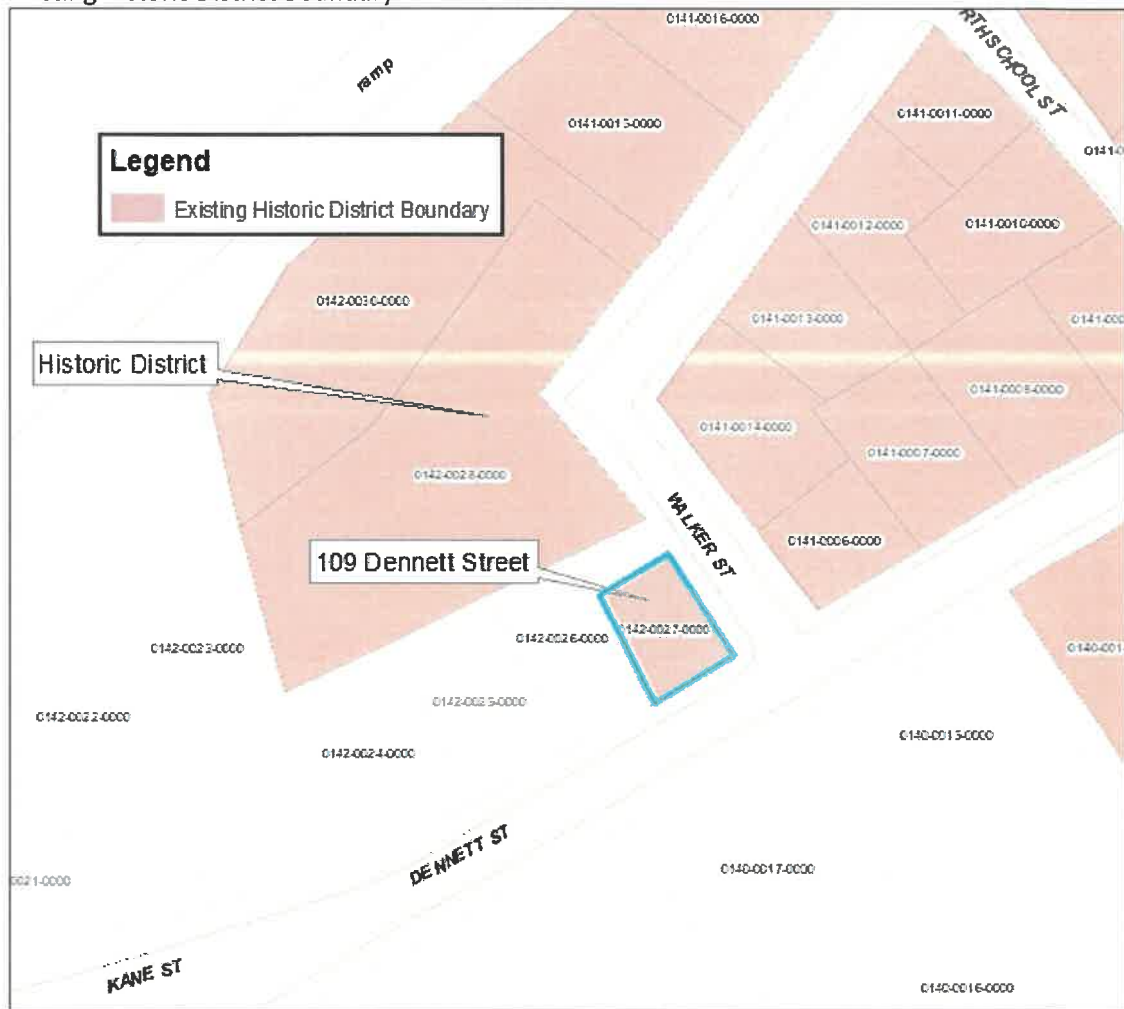
Please submit my request for removal from HDC 03801 for your September 24th meeting.

I am available for ANY detail or questions required at terrapaws1@gmail.com OR 306 715 6720. Thank you for your submission of my rather desperate appeal.

Regards, Lynn Raeburn

A large, stylized handwritten signature in dark ink.

Existing Historic District Boundary:



THE CITY OF PORTSMOUTH ORDAINS

That the Zoning Map be amended so that the following described parcel (109 Dennett Street, Tax Map 142, Lot 27) is removed from the Historic District.

2

4, ZONING AND DISTRICT USE REGULATIONS, Section 10.421, District Location and Boundaries, Section 10.421.10 of the Zoning Ordinance.

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

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

This ordinance shall take effect upon its passage.

APPROVED:

Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

Kelli L. Barnaby, City Clerk



CITY OF PORTSMOUTH

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
(603) 431-2000

Notice of Violation

Certified # 7008 0500 0001 5619 6639

May 10, 2010

Sheila L. Raeburn
109 Dennett St
Portsmouth NH 03801

Re: Fence replacement

Dear Ms Raeburn,

Some time ago, you forwarded some correspondence to our offices wherein you asserted that you were going to replace some damaged fencing with the same style of fence as was damaged. By that representation you were told that you did not need Historic District Approval due to the fact that you weren't changing materials or appearances, and therefore you didn't need a Building Permit.

It has recently come to the attention of our office that the replacement fence is not an "in kind" replacement. Therefore I must require you to stop work on this project and seek permission of our City's Historic District Commission prior to proceeding any further.

Feel free to contact me with any questions you may have.

Inspector

*Hand delivered 7/8/10
fwt*

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Sent to
Sheila L. Raeburn
Street, Apt. No.,
or PO Box No. **109 Dennett St**
City, State, ZIP+4[®]
Portsmouth NH 03801

PS Form 3800, August 2006

See Reverse for Instructions

7008 0500 0001 5619 6639



Karen S. Conard
City Manager

CITY OF PORTSMOUTH

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

Date: November 13, 2025

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 November 17, 2025

X. Public Hearings and Vote on Ordinances and/or Resolutions:

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

Attached please find proposed ordinance amendments to Chapter 1 – Administrative Code, Article IV – Commissions and Authorities, Section 1.414 – Establishing a Permanent Energy Advisory Committee.

I recommend that the City Council move to pass first reading and schedule a public hearing and second reading at the December 8, 2025 City Council meeting.

B. Public Hearing on FY2027-FY2032 Capital Improvement Plan:

In accordance with Section 7.7 of the City Charter, the City Council will conduct a Public Hearing at this evening's meeting regarding [the proposed Capital Improvement Plan \(CIP\) for FY 2027 – FY 2032](#). Consistent with the FY27 CIP schedule, the Planning Board is invited to be in attendance for this Public Hearing. In addition to this Public Hearing, the City Council held a Joint Work Session with the Planning Board on November 12, 2025. At that Work Session, a presentation of the proposed CIP was made by City staff. The CIP is available on the City's website. As you are aware, the City Council is required, in accordance with Section 7.8 of the City Charter, to adopt the CIP subsequent to the Public Hearing and before the City Manager submits the annual Proposed Budget to the City Council.

It is anticipated that the Planning Board will hold a Public Hearing and then consider and recommend the CIP for adoption to the City Council at its November 20, 2025 meeting.

I recommend that the City Council consider the adoption of the FY2027-FY2032 Capital Improvement Plan as presented at the December 8, 2025 City Council meeting.

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:

The City Council passed first reading for an amendment to Chapter 6, Article I, at the October 20, 2025 City Council meeting. This amendment is the result of the Governance Committee's ongoing efforts to consolidate, update and simplify City Ordinances. The [ordinance amendment to Chapter 6, Article I](#) consolidates several City Ordinances and Council Policies that address encumbrances of City property. Like the amendments to Chapter I (the Administrative Code), this is the first of several amendments to Chapter 6 that will be brought to the Council to accomplish that goal.

Before drafting this amendment, the Governance Committee reviewed five (5) different Ordinance Chapters that reference encumbrances of City property (Chapters 6, 7, 8, 9 and 11) and several City Council Policies (2009-03 - Projecting Signs and 2010-01 - Flags and A-Frame Signs). The Committee also discussed the permitting process for encumbrances and licenses with staff members who administer these permits from Planning & Sustainability, Parking, Public Works, and the City Clerk's Office.

As each Department's webpage provides information on each permit it administers, it is difficult for the public to know where to look to begin the process of applying for an encumbrance or license. This amendment to Chapter 6, Article I endeavors to create one ordinance that references all permits and licenses required to encumber City property.

In addition to consolidating all ordinance references to encumbrances and listing City permits, this amendment to Chapter 6, Article I defines encumbrance permit terms and extensions, simplifies the City Council approval process, and creates an appeal process for denial of permits and licenses. Because this amendment consolidates references to encumbrances from other Ordinance Chapters, additional amendments to delete those consolidated sections will also come forward tonight for public hearings and for second reading. Also note that if the amendment to Chapter 6, Article I passes, several City Council Policies on projecting signs and flags and A-Frame signs will also need to be rescinded.

I recommend that the City Council move to pass second reading and schedule third and final hearing at the December 8, 2025 City Council meeting.

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:

See comments for amendment to Chapter 6, Article I above.

I recommend that the City Council move to pass second reading and schedule third and final reading at the December 8, 2025 City Council meeting.

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:**

See comments for amendment to Chapter 6, Article I above.

I recommend that the City Council move to pass second reading and schedule third and final reading at the December 8, 2025 City Council meeting.

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:**

See comments for amendment to Chapter 6, Article I above.

I recommend that the City Council move to pass second reading and schedule third and final reading at the December 8, 2025 City Council meeting.

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:**

See comments for amendment to Chapter 6, Article I above.

I recommend that the City Council move to pass second reading and schedule third and final reading at the December 8, 2025 City Council meeting.

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:**

See comments for amendment to Chapter 6, Article I above.

I recommend that the City Council move to pass second reading and schedule third and final reading at the December 8, 2025 City Council meeting.

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:**

The City Council voted on September 24, 2025 to refer [the attached letter from the Lynn Raeburn, owner of 109 Dennett Street](#), requesting her property be removed from the Historic District (HD).

The property owner received misinformation regarding the designation of the property and proceeded forward with purchasing vinyl replacement siding for the home. The contracting company, believing they did not need a permit for siding in Portsmouth, proceeded and

removed two sides of wood clapboard siding. A resident called the Planning & Sustainability Department to question the permitting status of the job. At that time, neither a Historic District Approval nor a Building Permit were issued. Jason Page, the Legal Enforcement Officer, stopped work on the job. The property owner went before the Historic District Commission and was denied the vinyl siding at the August 6, 2025, Historic District Commission meeting. Following the Historic District Commission denial, the owner wrote a letter to City Council requesting removal from the Historic District. The City Council requested a recommendation of the request from the Planning Board and the Historic District Commission.

The HDC considered this request at their October 6, 2025 meeting and voted unanimously (6-0) that the property remain in the Historic District for the following reasons:

- 1) Setting a precedent was concerning.
- 2) There was no demonstration that the building should not be in the Historic District.
- 3) Excluding that one house on the Dennett Street Corridor which could be extended in the future would result in a fractured district.
- 4) There are other more appropriate solutions and/or materials than vinyl that are less costly than wood.

The Planning Board considered this request at their October 16, 2025 meeting and voted unanimously (8-0) that the property remain in the Historic District in keeping with the recommendation from the Historic District Commission's recommendation.

The map below shows the Historic District along Dennett Street and Walker Street. The subject parcel is highlighted in blue, and is the last parcel along Dennett Street in the HD. The ages of the buildings around 109 Dennett that are outside of the district are shown for comparison, many of which are older. This property has been in the Historic District since the early 1980s, where it was initially in the Historic District B on the 1982 map, which only required review for demolition by the HDC. The Historic District was consolidated in the early 1990s into what exists today and has included this parcel.



In 2010, Ms. Raeburn was sent a notice of violation for a fence replacement that was not in-kind and subject to the Historic District Commission’s approval ([notice of violation attached](#)).

Since the HDC denied vinyl siding and the request to be removed from the Historic District, the contractor has been working with staff on a path forward and is now proposing to replace the two sides of the house with cedar siding, which is considered a replacement in kind in the Historic District. A building permit has been filed and signed off by Planning and should be issued this week.

XI. City Manager’s Items Which Require Action:

1. Approval of Employment Agreement with Fire Chief William McQuillen:

[Attached please find a proposed employment agreement with Fire Chief William McQuillen.](#)

I recommend that the City Council move to approve and accept the employment agreement as presented.

2. **Approval of Employment Agreement with Assistant Fire Chief Jason Gionet:**

Attached please find a proposed employment agreement with Assistant Fire Chief Jason Gionet.

I recommend that the City Council move to approve and accept the employment agreement as presented.

3. **Approval of 2026 City Council Meeting Calendar:**

Attached please find a proposed City Council meeting calendar for 2026.

I recommend that the City Council move to approve the proposed City Council meeting calendar for 2026 as presented.

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

The City Council granted the United States Coast Guard Auxiliary's ("Coast Guard Auxiliary") request to dock a vessel at the Prescott Park Dock last season because the dock at the Coast Guard Station in New Castle was damaged and was unavailable. At the October 6, 2025 City Council meeting, the Council granted an amendment to extend the license term from October 1, 2025 to October 31, 2025. In addition, the amendment included a requirement that the Coast Guard request a renewal of the agreement before November 30, 2025. [Attached in your packet is the Coast Guard Auxiliary's request to renew with a copy of the original agreement.](#)

Presently the Prescott Park Dock is being repaired. City staff reports that it is uncertain at this time if all the existing slips will be repaired prior to next season, which may cause fewer slips available for residents. Given this uncertainty, rather than grant a renewal at this time, I request that the Council grant me the power to negotiate the terms of a license agreement with the Coast Guard Auxiliary for next season if all the existing slips at the Prescott Park Dock are repaired.

As with last season, if the vessel is docked at Prescott Park, it will be used for marine safety patrols and other activities assigned by the United States Coast Guard and the United State Coast Guard Auxiliary and not for commercial purposes.

I recommend that the City Council move that the City Manager be authorized to negotiate the terms of a License Agreement with the United States Coast Guard Auxiliary for a Coast Guard vessel to berth at the Prescott Park Dock if all slips are repaired prior to next season.

5. **Authorization of Sidewalk License for Novocure, Inc.:**

Novocure, Inc. owns property located at 180 Hanover Street (formerly 64 Vaughan, City Tax Map 126, Lot 001). The Novocure building abuts the Worth Parking Lot. Part of the project for the construction of the Novocure building included the reconfiguration of some parking spaces in the Worth Lot and hardscape improvements. The Worth Lot parcel includes a City sidewalk that directly abuts the Novocure building. Plans approved by the Planning Board for the construction of the project included a requirement that Novocure, Inc. enter into a license with the City that would require it to maintain, repair and replace the walking surface of the sidewalk, including the removal of snow and ice.

This license memorializes the obligations and responsibilities of Novocure and the City regarding the sidewalk, and will be recorded at the Rockingham County Registry of Deeds.

I recommend that the City Council move to authorize the City Manager to execute and deliver the Sidewalk License as presented to Novocure, Inc.

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

Attached please find a Memorandum from Assessor Rosann Maurice-Lentz recommending the City Manager be authorized to enter a Payment in Lieu of Taxes (PILOT) agreement with Betty's Dream in the amount of \$3,000 for FY 2026. The form of the agreement has been approved by the City Attorney.

I recommend that the City Manager be authorized to enter into a PILOT agreement with Betty's Dream in the amount of \$3,000 for FY 2026.

7. **Maplewood Avenue Drain Line Project:**

The City of Portsmouth is undertaking a sewer separation project designed to separate stormwater from the sanitary sewer system in the Fleet Street, Vaughn Mall, and Congress Street area in order to comply with an EPA Consent Decree. This project will increase stormwater flow entering the North Mill Pond through an existing outfall that is undersized and unable to accommodate the additional volume.

To address this, the City plans to redirect stormwater beneath Maplewood Avenue, along the railroad tracks, and discharge it through a new outfall on the North Mill Pond, replacing the existing infrastructure.

To complete this work, the City requires authorization from CSX, Inc. (the railroad owner) and from 90 Maplewood Avenue LLC, the owner of the salt shed property located at 90 Maplewood Avenue (Tax Map 125, Lot 19). The City has reached an agreement with CSX on the terms of a license and has agreed in principle to both temporary and permanent easements with 90 Maplewood Avenue LLC. The property owner at 90 Maplewood Avenue has conditioned conveyance of the easement on the City entering into a lot line agreement with CSX, resolving the boundary line between the North Cemetery and the railroad property.

At its regularly scheduled meeting on October 16, 2025, the Planning Board voted to recommend the City Council accept the license and the easement from CSX, Inc. and 90 Maplewood Avenue LLC, respectively.

I recommend that the City Council move 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.

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

In the first half of 2024, the City issued a Request for Proposals (RFP) for the reuse of the South Meeting House. The proposal submitted jointly by the Schleyer Foundation and the Portsmouth Music and Arts Center (PMAC) was selected by the City Council as the successful submission.

At its meeting on August 5, 2024, the City Council voted to authorize the City Manager to negotiate the documents necessary to implement the Schleyer Foundation's proposal, with the understanding that the Foundation and PMAC would return to the Council for a presentation prior to entering into a lease agreement.

Over the past year, City staff have worked closely with the Schleyer Foundation and PMAC to negotiate [the Lease and Sublease documents included in the Council packet](#). The Foundation and PMAC have also developed design and programming plans for the South Meeting House and have prepared a presentation for the public describing their vision for the property.

The proposed lease structure reflects numerous provisions designed to preserve this historic building while protecting the City's ownership and long-term interests. The Schleyer Foundation, as tenant, is obligated to maintain and preserve the building and clock tower in accordance with the Secretary of the Interior's standards for historic properties. The lease also ensures continued public access to portions of the building, including a public gallery space and restroom facilities, while reaffirming and incorporating the Community Development Block Grant (CDBG) restrictions governing accessibility, non-discrimination, and use for public benefit.

In addition, the lease prohibits assignment or subleasing without the City's prior written consent and requires that any future use be consistent with the charitable and community purposes set forth in the agreement. Comprehensive insurance and indemnification provisions protect the City against liability, with the City named as an additional insured and loss payee. The agreement further provides the City with inspection and enforcement rights, including the ability to reenter or terminate the lease in the event of prolonged inactivity or default.

Together, these provisions ensure that the City retains ultimate control and oversight of the property, the historic structure is maintained to a high standard, and the building continues to serve a public and cultural purpose consistent with the City's goals. The Legal Department, working in collaboration with the Department of Public Works and the Planning and Sustainability Department, has conducted extensive review and negotiation of both documents. Staff recommend that the City Council approve the Lease and Sublease as presented.

I recommend that the City Council move to authorize the City Manager to accept and approve a Lease of the South Meeting House with the Schleyer Foundation in substantially similar form to the Lease contained in the agenda packet.

XII. Consent Agenda:

C. Projecting Sign Application for 148 Fleet Street:

Permission is being sought to install [a projecting sign at 148 Fleet Street](#) that extends over the public right of way, as follows:

Sign dimensions: 34" x 40"

Sign area: 9.44 sq. ft.

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

1. *The license shall be approved by the Legal Department as to content and form;*
2. *Any removal or relocation of the sign(s), for any reason, shall be done at no cost to the City; and*
3. *Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the 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. Projecting Sign Application for 60 Penhallow Street:

Permission is being sought to install [five projecting signs at 60 Penhallow Street](#) that extend over the public right of way, as follows:

- Three signs:
Sign dimensions: 42” diameter Sign area: 9.62 sq. ft.
- One sign:
Sign dimensions: 36” diameter Sign area: 7.07 sq. ft.
- One sign:
Sign dimensions: 64.5” x 26.75” Sign area: 11.98 sq. ft.

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

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

XIII. Presentations and Written Communications:

C. Presentation on Water/Sewer Rate Model Study:

Water and sewer rates are evaluated and adjusted every year using a rate model to ensure the Enterprise Funds are managed appropriately. During the FY26 budgeting process, a review of the water rates and fee schedules identified the need to wholistically revisit the goals and assumptions incorporated in the rate model.

With changes in demographics, requirements for regulatory compliance, increasing system demands, and the need to plan for long-term capital projects, the Public Works Department is conducting a rate study that will evaluate options for revising the rate structure established during the previous study that was conducted in 2013 and 2014.

The rate study is being performed by Stantec Consulting Services with David Hyder, Senior Principal, leading the team. The study will include up to three public work sessions to present findings, options, and recommendations for consideration. This project is intended to guide the FY27 rates and fee schedules for the Water and Sewer Enterprise Funds.

At this evening's City Council meeting, City staff will introduce the study with background information about the water and sewer funding trends and an outline of the rate study process.

D. Presentation from the Schleyer Foundation and PMAC Regarding Reuse of the South Meeting House:

There will be a presentation at this evening's meeting regarding the Reuse of the South Meeting House.

XVI. Approval of Grants/Donations:

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

At the October 27, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a donation from Flatbread Portsmouth in the amount of \$687.50. These funds were raised through a fundraiser hosted by the Portsmouth Police Explorer Program and will support the program's mission.

I recommend that the City Council move to accept the donation as presented.

B. Acceptance of unsolicited cash donation from an anonymous passerby to support the Portsmouth Police Department - \$100:

At the October 27, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a \$100 unsolicited cash donation from an anonymous passerby to support the Portsmouth Police Department.

I recommend that the City Council move to accept the donation as presented.

XVII. City Manager's Informational Items:

1. Update on Fiscal Year End Financial Summary:

The City publishes Monthly Financial Summary Reports for the information and review of the City Council and the public. These monthly reports are completed following the close of each month and expressly communicate that they include unaudited financial information.

The practice has been to publish the summary reports for the months of July through May each year and to report end of year data through the Annual Comprehensive Financial Report (ACFR). The ACFR represents the final, audited financial statements of the City and is presented to the City Council in January, routinely by the City's independent auditor.

Consistent with the discussion relative to fiscal year end reporting, the Finance Department determined that end of year information should be made available sooner than January of the subsequent year. The team is mindful that past practice respected the concern that differences between preliminary unaudited year end data and the final ACFR figures could create confusion or contribute to misinformation.

The recommended approach to address that concern is to delay fiscal year end reporting until after the auditor's fieldwork is completed. That will allow for most auditor adjustments to have been reflected in the financials before reporting. The City generally closes the fiscal year in September, the auditor completes fieldwork in October, and auditor adjustments are posted in early November. Any subsequent adjustments would be limited and could be explained after the publication of the ACFR.

Therefore, I recommend that the Finance Department publish a Monthly Financial Summary Report for June 30th of each fiscal year, in a format similar to the one used for the other months, after the benefit of the annual fieldwork of the independent auditor, with an expected delivery date each year on or about November 15th. To that end, we have completed the [Monthly Financial Summary Report for June 30, 2025, and it is attached for your consideration.](#)

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

Pursuant to the request made by Councilors Cook and Bagley, I will provide a verbal report back on a proposed Resident Access Parking Program (RAPP) at this evening's meeting.

3. **October 2025 Pease Development Authority Board Meeting Update:**

I will provide a verbal update on the October 21st Pease Development Authority Board Meeting.

4. **Water Service Line Public Notification:**

In accordance with the U.S. Environmental Protection Agency (USEPA) Revised Lead & Copper Rule (LCRR), the City of Portsmouth Water Division has submitted an annual update of the water service line material inventory to the NH Department of Environmental Services (NHDES) and USEPA.

The LCRR also requires water systems to annually notify any customer who has a lead service line or a galvanized service line who may have been impacted by leaded connections and any customer that has a service line for which the materials have not yet been identified. The letters are intended to inform customers of their potential risk of lead exposure and explain the measures to minimize this risk. One letter will be sent to owners of known galvanized service lines, and the other two letters address owners of services with unknown materials either on

the private-owned portion or the City-owned portion of the service line. Much of the format and content of these letters are specified by USEPA and NHDES. A total of 2,367 letters will be sent to customers in November, in accordance with the USEPA LCRR.

At this time, the material used in 7,883 of the 8,340 water services are known on the privately-owned portion of the service lines. Of these, 130 (1.6%) are made of galvanized steel and the remaining 98.4% are either copper, ductile iron or plastic. There are 1,977 services with unknown material on the City-owned portion of the service line.

It has been standard practice in the Water Division to use only copper for service connections to the water main; however, to meet USEPA rule requirements, these connections need to be visually inspected.

Over the next five years, services with unknown materials on the City-owned portion will be inspected by vacuum excavating curb-stop valves.

Water customers can learn about their service line material by visiting the City's website (<https://portsnh.co/serviceinventory>) or by contacting Mason Caceres, Assistant Water Resource Manager at (603) 312-3804 or mecaceres@portsmouthnh.gov.

THOMAS M. CLOSSON
ATTORNEY AT LAW, PLLC

To: City Manager Conard, Mayor McEachern, Members of the
Portsmouth City Council
CC: Portsmouth Fire Commissioner Richard Gamester
From: Tom Closson
Re: Employment Agreement with Fire Chief Bill McQuillen
Date: October 27, 2025

Attached for your consideration is a two (2) year Employment Agreement with Fire Chief Bill McQuillen. Fire Chief McQuillen has agreed to this proposed Employment Agreement, as has the Portsmouth Fire Commission. The Employment Agreement includes the following material terms:

- A base salary of \$169,935.03, effective and retroactive to July 1, 2025;
- On July 1, 2026, and July 1, 2027, a COLA based on the rolling 10-year average CPI-U, 2.0% to 5.0%;
- An increase in the annual Emergency Management Stipend to \$10,000; and
- Continuation of the payout of the Fire Chief's accrued but unused sick leave.

I am pleased to recommend this Employment Agreement to you.

EMPLOYMENT AGREEMENT

1. Preamble

This Employment Agreement (“Agreement”) is entered into between the Fire Commission, City of Portsmouth, New Hampshire (hereinafter the “Commission”) and William McQuillen (hereinafter “Employee”). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment, Term, and Domicile Requirement

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Fire Chief for the City of Portsmouth (“the City”) for a two (2) year term commencing on September 1, 2025 and ending on August 31, 2027. The Commission and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote the Employee’s professional efforts to the successful fulfillment of these responsibilities to the Commission and to the City.

The Employee will be required to maintain a domicile within fifteen (15) miles of Portsmouth, New Hampshire throughout the term of this Agreement. The Employee’s failure to comply with this requirement may, at the sole option of the Commission, be considered grounds for termination for cause, as per the provisions of Section 5 below.

3. Salary

Retroactive to July 1, 2025, the Employee will be paid a base salary of **one hundred sixty-nine thousand nine hundred thirty-five dollars and three cents (\$169,935.03)** per annum, payable in no fewer than twenty-six (26) regular installments and subject to such deductions as may be authorized by the Employee or as may be required by law. On July 1, 2026 and July 1, 2027, a COLA percentage increase will be applied to the Employee’s base salary. The COLA percentage increase will be the ten-year rolling average of the annual CPI-U for the Boston-Cambridge-Newton—all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for November to November. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS. These July 1, 2026 and July 1, 2027 COLA percentage increases will have a floor of 2.0% and a cap of 5.0%.

4. Emergency Management Stipend

Retroactive to July 1, 2025, the Employee will be paid an Emergency Management Stipend of **ten thousand dollars (\$10,000.00)** per annum, payable in no fewer than twenty-six (26) regular installments and subject to such deductions as may be authorized by the Employee or as may be required by law. On July 1, 2026 and July 1, 2027, a COLA percentage increase will be applied to the Employee’s Emergency Management Stipend. The COLA percentage increase will be the ten-year rolling

average of the annual CPI-U for the Boston-Cambridge-Newton—all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for November to November. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS. These July 1, 2026 and July 1, 2027 COLA percentage increases will have a floor of 2.0% and a cap of 5.0%.

5. Termination for Cause

This Agreement may be terminated by the Commission at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the Commission.

Termination for Cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission shall hold this hearing within twenty (20) days after receipt of such request. The Commission shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

6. Termination with Severance Payment

If at any time the Commission in its discretion shall so determine, the Commission may, without cause and with or without prior notice, relieve the Employee of duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be six (6) month's base salary or the balance of the contract, whichever is less. As is set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

7. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

8. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives, and attorneys of such entities.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits will be established by the collective bargaining agreement currently in place between the City and the Portsmouth Professional Management Association. The exceptions shall be described in detail in Section 10 below.

10. Exception to Benefits in Section 9

In lieu of or in addition to the benefits identified in Section 9 above, the Employee shall also be entitled to the following:

- a. The Fire Chief will be provided with a suitable automobile for use in the performance of Fire Chief's duties under this Agreement. Recognizing that the Fire Chief is on-call at all times it is understood that the automobile may also be used for personal business.
- b. Subject to budgetary constraints, the Commission agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Commission of any courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the Commission for the entire cost of tuition and textbooks.
- c. The Commission recognizes that certain expenses of a non-personal and generally job-related nature will be incurred by the Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits, subject to budgetary authorization to be approved by the Commission as an element of the annual Portsmouth Fire Department budget.
- d. The Commission hereby agrees to pay, within budgetary constraints and subject to the approval of the Commission, the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations, necessary and desirable for the Employee's continued professional participation, growth and advancement.

- e. In anticipation of the Employee's retirement, the City has begun and will continue the process of paying out ninety percent (90%) of the Employee's unused sick leave.

THE UNDERSIGNED PARTIES HEREBY AGREE:

Dated: _____

For the Commission:

Employee:

Approved by vote of The Portsmouth City Council on _____

THOMAS M. CLOSSON
ATTORNEY AT LAW, PLLC

To: City Manager Conard, Mayor McEachern, Members of the
Portsmouth City Council
CC: Portsmouth Fire Commissioner Richard Gamester
From: Tom Closson
Re: Employment Agreement with Assistant Fire Chief Jason Gionet
Date: October 27, 2025

Attached for your consideration is a two (2) year Employment Agreement with Assistant Fire Chief Jason Gionet. Assistant Fire Chief Gionet has agreed to this proposed Employment Agreement, as has the Portsmouth Fire Commission. The Employment Agreement includes the following material terms:

- A base salary of \$148,852.15, effective and retroactive to July 1, 2025;
- On July 1, 2026, and July 1, 2027, a COLA based on the rolling 10-year average CPI-U, 2.0% to 5.0%;
- An annual stipend, equal to 5.0% of base salary, for maintaining a valid paramedic license, in good standing; and
- A \$600 annual clothing/uniform allowance.

I am pleased to recommend this Employment Agreement to you.

EMPLOYMENT AGREEMENT

1. Preamble

This Employment Agreement ("Agreement") is entered into between the Fire Commission, City of Portsmouth, New Hampshire (hereinafter the "Commission") and Jason M. Gionet (hereinafter "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment, Term, and Domicile Requirement

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Assistant Fire Chief for the City of Portsmouth ("the City") for a two (2) year term commencing on September 1, 2025 and ending on August 31, 2027. The Commission and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote the Employee's professional efforts to the successful fulfillment of these responsibilities to the Commission and to the City.

The Employee will be required to maintain a domicile within fifteen (15) miles of Portsmouth, New Hampshire throughout the term of this Agreement. The Employee's failure to comply with this requirement may, at the sole option of the Commission, be considered grounds for termination for cause, as per the provisions of Section 5 below.

3. Salary

Retroactive to July 1, 2025, the Employee's base salary will be set at Grade 25, Step F of the City of Portsmouth salary schedule, a base salary in the annual amount of **one hundred forty-eight thousand eight hundred fifty-two dollars and fifteen cents (\$148,852.15)**. This base salary will be payable in no fewer than twenty-six (26) regular installments and subject to such deductions as may be authorized by the Employee or as may be required by law. On July 1, 2026 and July 1, 2027, the Employee will be eligible for a salary step increase. On July 1, 2026 and July 1, 2027, a COLA percentage increase will be applied to the Employee's base salary. The COLA percentage increase will be the ten-year rolling average of the annual CPI-U for the Boston-Cambridge-Newton—all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for November to November. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS. These July 1, 2026 and July 1, 2027 COLA percentage increases will have a floor of 2.0% and a cap of 5.0%.

4. Termination for Cause

This Agreement may be terminated by the Commission at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the

rules and regulations of the Commission, or the City of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the Commission.

Termination for Cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission shall hold this hearing within twenty (20) days after receipt of such request. The Commission shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

5. Termination with Severance Payment

If at any time the Commission in its discretion shall so determine, the Commission may, without cause and with or without prior notice, relieve the Employee of duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be six (6) month's base salary or the balance of the contract, whichever is less. As is set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

6. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

7. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission, the City of Portsmouth, and the employees, elected or appointed officials, officers, agents, representatives, and attorneys of such entities.

8. Benefits

Except as otherwise provided herein, the Employee's fringe benefits will be established by the collective bargaining agreement currently in place between the

City and the Portsmouth Professional Management Association. The exceptions shall be described in detail in Section 9 below.

9. Exception to Benefits in Section 8

In lieu of or in addition to the benefits identified above, the Employee will also be entitled to the following:

- a. The Employee will be provided with a suitable automobile for use in the performance of the duties of Assistant Fire Chief. Recognizing that the Assistant Fire Chief is on-call at all times it is understood that the automobile may also be used for personal business.
- b. During the term of this Agreement, the Employee will receive an annual stipend, equal to five percent (5%) of base salary, contingent on maintaining a valid paramedic license, in good standing.
- c. Subject to budgetary constraints, the Commission agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Commission of any courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, the Employee will be required to reimburse the Commission for the entire cost of tuition and textbooks.
- d. The Employee will be paid an annual clothing/uniform allowance of six hundred dollars (\$600.00).

THE UNDERSIGNED PARTIES HEREBY AGREE:

Dated: _____

For the Commission:

Employee:

Approved by vote of The Portsmouth City Council on _____

2026 SCHEDULE OF CITY COUNCIL MEETINGS **AND WORK SESSIONS**

Regular Meetings - 7:00 p.m.

January *5 and **20 (Tuesday)

* Inauguration Ceremony

**Tuesday meeting

February 2 and **17 (Tuesday)

**Tuesday meeting

March 2 and 1

April 6 and 20

May 4 and *18

*Opening Budget Public Hearing

June *8 and 22

*Continuation of Budget Public Hearing & Adoption of the Budget

July 13 (One meeting for the month of July)

August 3 and 17

September 14 and 28

October **13 (Tuesday) and 26

**Tuesday meeting

November *16

*Public Hearing on CIP (with Planning Board)

December *7 and 21

*Adoption of CIP

Work Sessions - 6:00 p.m.

January 14th (Budget Preview Work Session – Wednesday @ 6:00 p.m.)

May 11th (**General Fund:** General Gov., Fire, Police, School Depts. Budget WS – Monday @ 6:00 p.m.) with Public Comment Session

May 13th (**Enterprise & Special Revenue Funds:** Water/Sewer, Parking, & Stormwater Depts. Budget WS – Wednesday @ 6:00 p.m.) with Public Comment Session

May 27th (Continuation of Budget Review WS - Wednesday @ 6:00 p.m.) with Public Comment Session

Nov. 12th (CIP Joint WS with Planning Board Thursday @ 6:00 p.m.)

All Work Sessions will be held in Council Chambers unless otherwise indicated

Footnote: Additional Work Sessions can be scheduled at the call of the Mayor

Presented 11/17/25

Date: October 27, 2025

Ref: License Agreement Renewal Request

Mayor McEachern & Members of City Council Portsmouth NH
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor McEachern and Members of the City Council,

United States Coast Guard Auxiliary District One Northern Region Flotilla 28 per License Agreement signed July 2, 2025 (Attachment A) does respectfully request a license renewal for a berth for OPFAC 311028 at the Prescott Park Dock for the 2026 season, expected to be from May 1, 2025 through November 1, 2026.

The damaged boat house at USCG Station Portsmouth Harbor and Auxiliary berth at the station will not be repaired for the 2026 season.

OPFAC 311028 completed over 140 underway crew mission hours during the abbreviated 2025 season (August 8, 2025 through October 7, 2025) based out of the Prescott Park Dock. A variety of marine observation missions, including supporting the NH DES Oil Spill drill were successfully executed.

Your support is and has been great appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read 'Shane Barry', with a stylized, cursive script.

Shane Barry, Flotilla Commander
United States Coast Guard Auxiliary
District One Northern Region Flotilla 28

ATTACHMENT A: License Agreement dated July 2, 2025

LICENSE AGREEMENT

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License Agreement to the United States Coast Guard Auxiliary, District One Northern Region, Flotilla 28, (hereinafter "Licensee") with a local place of business at 25 Wentworth Ave., New Castle, NH 03854-0060 pursuant to the following terms and conditions:

1. **Area of License and Use:** Licensee has permission to berth a 31' Grady White marine vessel at the Prescott Park Dock at the location depicted in the attached Exhibit A. The vessel (known as the United States Coast Guard Auxiliary Operational Facility 311028 (OPFAC 311028)), is an operational response asset of the United States Coast Guard and the United States Coast Guard Auxiliary. The vessel is used, in part, to patrol Seacoast rivers and harbors. Last year's severe winter storms damaged the boathouse at the United States Coast Guard Station at Portsmouth Harbor in New Castle, NH. Licensee is seeking an alternative berth for the vessel at the Prescott Park Dock.
2. **Term:** This License term is from the date of execution through October 1, 2025. The City Council will consider a renewal request by Licensee if a written request is received by November 30, 2025.
3. **License Fees:** The License Fee associated with this berth is waived. However, Licensee will be responsible for the cost of electricity associated with the berth.
4. **Insurance:** The vessel is treated like any other Coast Guard asset when it is used properly within its expected scope and purpose. The Coast Guard has provided evidence of insurance acceptable to New Hampshire Public Risk Management Exchange (Primex), and the City's Legal Department.
5. **Maintenance and Use of License Area:** During the term of this Agreement while Licensee is using the License Area, it shall use the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. Notwithstanding the vessel's live-aboard capabilities, no crew will live aboard the vessel while it is berthed at the Prescott Park Dock. The vessel will be used expressly for marine safety patrols and other activities assigned by the United States Coast Guard and the United States Coast Guard Auxiliary, and not for any commercial purpose while berthed at the Prescott Park Dock.

6. **Assignment:** This License Agreement is not assignable.
7. **Damage:** Licensee agrees to remedy any damage to the License Area caused by Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
8. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.
9. **Revocation:** The City or the Licensee may terminate this Agreement with 45 days notice or with shorter notice for good cause for conditions relative to public health, safety and welfare.

Dated this 2nd day of July, 2025.

City of Portsmouth

By: 

Karen Conard, City Manager
Pursuant to vote of the City Council
of June 23, 2025.

Dated this 27th day of June, 2025.

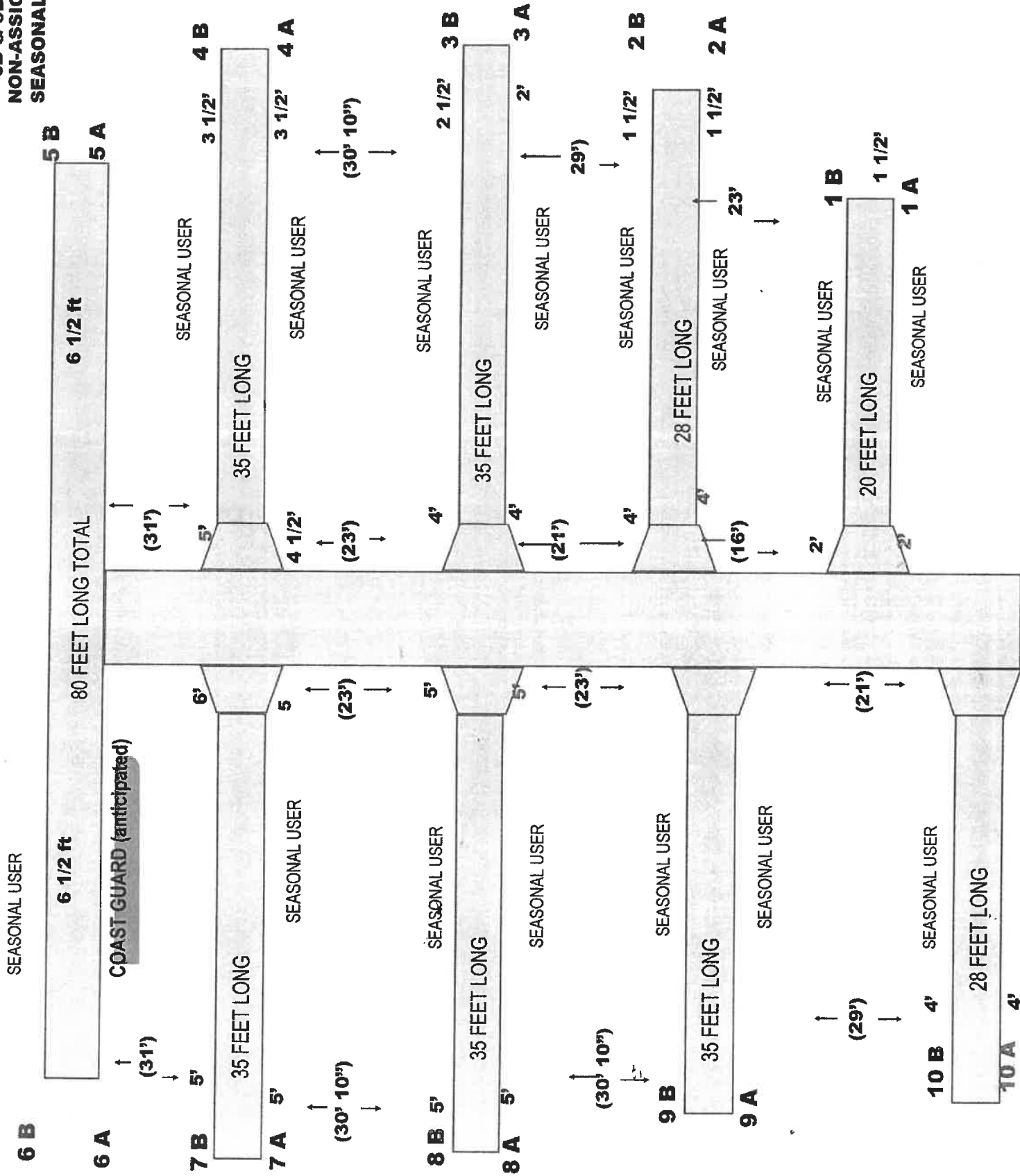
**United States Coast Guard Auxiliary
District One Northern Region Flotilla 28**

By: 

Shane Barry, Flotilla Commander
United States Coast Guard Auxiliary
District One Northern Region
Flotilla 28

CEMENT FLOATS - SOUTH DOCK

6B & 5B ARE
NON-ASSIGNABLE
SEASONAL SLIPS.



Return To:
Legal Department
City Hall
1 Junkins Ave.
Portsmouth, NH 03801

SIDEWALK LICENSE

The **CITY OF PORTSMOUTH**, a municipal body politic, having a mailing address of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, hereinafter, "LICENSOR or GRANTOR", grants to **NOVOCURE, INC.**, a Delaware corporation registered to do business in New Hampshire with a principal place of business of 195 Commerce Way, Portsmouth, NH 03801, hereinafter "LICENSEE or GRANTEE", a SIDEWALK LICENSE for a sidewalk located within a portion of LICENSOR'S real property known as the Worth Lot located on Maplewood Avenue:

1. **License Area:** A license area for the purpose of access and maintenance over a sidewalk ("License Area") located within a portion of land of Grantor, as being the sidewalk located in the Worth Parking Lot, owned by the City of Portsmouth, located at Tax Map 126, Lot 3, and abutting the building located at 180 Hanover Street owned by Licensee. Said License Area being shown on a plan entitled "Recording Site Plan, 64 Vaughan Mall Building Restoration, Tax Map 126, Lot 1, 64 Vaughan Mall, Portsmouth, NH 03801, C-3" prepared by Altus Engineering, Inc., dated May 5, 2020 last revised September 29, 2021, recorded at the Rockingham County Registry of Deeds as Plan # 43112. Said License Area is a sidewalk of approximately 713.8 square feet that lays within a portion of land now owned or formerly of the City of Portsmouth recorded at the Rockingham County Registry of Deeds ("Registry") at Book 4701, Page 0534 and is bounded by land now owned or formerly of NOVOCURE, INC., recorded at the Registry at Book 6370 Page 1168.

2. **Terms of Public Use:** Grantor hereby grants to the Licensee and declares for the benefit of the public a permanent right to use and enjoy the License Area as a sidewalk. The public access permitted by the License to the License Area shall be subject to and regulated through the City of Portsmouth's rules and ordinances governing public sidewalks.
3. **Rights to Private Property:** This License does not convey any right to the public to access or utilize the private property of the Grantee outside the License Area. Grantee's use of the License Area shall be subject to and regulated through the City of Portsmouth's rules and ordinances governing public sidewalks.
4. **Maintenance:** Maintenance repair and replacement of the License Area (walking surfaces only) shall be the sole responsibility of the Grantee, its successors or assigns. Maintenance of the License Area shall include, but not be limited to, operation, upkeep and maintenance of the area, including the removal of snow and ice. The City shall have the right, but not the obligation, to access the License Area for the purpose of maintenance, repair or replacement, to the extent same is found to be neglected by Grantee after providing reasonable notice to the Grantee of the scope and cost of such work, all as reasonably determined by the City. Such maintenance costs incurred by the City shall be at the sole expense of the Grantee, its successors or assigns.
5. **Encroachments:** The License is subject to all existing encroachments of municipal utilities and improvements (like signs) on, over and under the License Area and this License grants the City the right of entry for access to the License Area for maintenance, repair or replacement of any existing encroachments.

For avoidance of doubt, Grantee and its successors and assigns shall not be financially responsible or obligated to provide insurance for or in connection with the City's and/or its agent's, invitees, employees, officers, contractors or subcontractors replacement and repair of any existing encroachments, municipal utilities and improvements (signage) unless the work is to remedy damage caused by Grantee, its successors or assigns, or any of their invitees, employees, agents, officers, contractors or subcontractors absent the City's and indemnitee's negligence or intentional misconduct.

6. **City Ordinance Application:** Any use, public or private, of the License shall be subject to and comply with the City Ordinances of the City of Portsmouth.

7. **Notices:** Any notice, demand, request, or other communication that either party desires or is required to give to the other under this License shall be in writing and either served personally or sent by United States mail, postage prepaid, certified, return receipt requested, and shall be mailed to the parties at the following addresses:

To Grantor:

City Manager
City of Portsmouth, New Hampshire
1 Junkins Avenue
Portsmouth, NH 03801

To Grantee:

NOVOCURE, INC.
195 Commerce Way
Portsmouth, NH 03801

(or as listed at the address shown on the City's current Tax Records)

8. **Amendment:** Grantor and Grantee may mutually agree to amend or modify this License, provided that any such amendment or modification is approved by the City Council, in writing and signed by both parties, and is recorded in the Rockingham County Registry of Deeds.

9. **Insurance:** Licensee agrees that it will carry any and all insurance which will protect it, the City and its officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the use of the License Area and this Agreement. This insurance obligation applies to all operations of the Licensee whether such operations are performed by the Licensee itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Agreement. The Licensee further agrees that the City and its officials, agents, volunteers and employees shall be named as an

additional insured in any and all such liability insurance policies required by the City. Prior to use of the License Area, the Licensee shall demonstrate that it carries a general liability policy with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Agreement and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

10. **Costs and Liabilities:**

The Grantee agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the License Area and to the fullest extent permitted by law, Licensee shall protect, indemnify, save, defend and hold harmless the City, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, any person, or entity, including Licensee, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement, any entry upon the License Area or the activities of the Licensee or its agents, employees, contractors or subcontractors, except as set forth in this Agreement and/or if such claims are the result of the City of Portsmouth's, its agents or employee's negligence or willful misconduct.

11. **Applicable Law:** This License shall be construed and interpreted according to the substantive law of the State of New Hampshire.

12. **Bind Successors:** All rights, privileges, obligations and liabilities created by this License shall inure to the benefit of and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantee and the Grantor, the parties hereto, and all subsequent owners and shall run with land and continue in perpetuity. This License shall be recorded in the Rockingham County Registry of Deeds.

This is an exempt transfer pursuant to RSA 78-B:2(I).

IN WITNESS WHEREOF, Grantor and Grantee have executed this Sidewalk License as set forth, below.

GRANTOR:
City of Portsmouth, New Hampshire

By: _____
Karen S. Conard, City Manager

Per vote of the City Council on
_____ 2025.

GRANTEE:
NOVOCURE, INC.

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Karen S. Conard, City Manager of the City of Portsmouth New Hampshire, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as stated therein and voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____ in his capacity as _____ of NOVOCURE, INC., a Delaware corporations registered to do business in New Hampshire, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

**City of Portsmouth
Assessor Office**

To: Karen Conard, City Manager
From: Rosann Maurice-Lentz, City Assessor
Cc: Susan Morrell, City Attorney
Date: November 7, 2025
Re: Payment in Lieu of Tax Request – Betty’s Dream

The City Council has received a request from Kara Sweeny who represents Betty’s Dream asking for a payment in lieu of tax (PILOT) for Fiscal Year 2026. PILOT agreements between the city and otherwise exempt organizations are meant to help the municipality to defray the costs of municipal, non-utility, services.

Betty’s Dream is a group home facility for low-income and disabled individuals located at 75 Long Meadow Road. The Assessor’s Office has reviewed Betty’s Dream charitable status and feels they meet the term “charitable” as set forth in RSA 72:23-l.

RSA 72:23-k states the real estate and personal property of charitable, nonprofit community housing and community health care facilities for elderly and disabled persons, if none of the income or profits is used for any purpose other than community housing or community health care, shall be exempt from taxation. This exemption shall apply to housing and health care facilities situated within New Hampshire which are sponsored or owned by nonprofit, charitable corporations or organizations, located within or outside of the state, and to projects organized, operated, or assisted under state law or pursuant to rules and regulations of the United States Department of Housing and Urban Development, the United States Department of Health and Human Services, or any successor agency.

Betty’s Dream has requested a sum of \$3,000, in lieu of property taxes which is what they have negotiated with the City in the past, my recommendation would be to accept this agreement.

See attached agreement which has been reviewed by the City’s legal department.

**PAYMENT IN LIEU OF PROPERTY TAX AGREEMENT BETWEEN
THE CITY OF PORTSMOUTH AND BETTY’S DREAM FOUNDATION
(PILOT)**

This Agreement is made as of this _____ day of November, 2025, pursuant to NH RSA 72:23-k, by and between BETTY’S DREAM FOUNDATION, having a place of business at 75 Long Meadow Road, Portsmouth, New Hampshire 03801, and the CITY OF PORTSMOUTH, a municipal corporation established under the laws of the State of New Hampshire (the “CITY”), having a place of business at 1 Junkins Ave., Portsmouth, New Hampshire 03801.

RECITALS

- A. BETTY’S DREAM FOUNDATION is a New Hampshire non-profit organization that supports a group home for low-income and disabled individuals located at 75 Meadow Road, Portsmouth, New Hampshire 03801 (the “Property”).
- B. Betty’s Dream is a group home for the developmentally disabled, with 24 fully accessible apartments and a community room, kitchen and recreation room.
- C. Betty’s Dream is supported by BETTY’S DREAM FOUNDATION, a tax-exempt charitable non-profit under Section 501(c)(3) of the Internal Revenue Code. The income and profits of BETTY’S DREAM FOUNDATION are used solely for community housing purposes.
- D. RSA 72:23-k defines the property to which the Charitable, Non-Profit Housing Project property tax exemption applies and is supplemented by N.H. Code of Administrative Rules Part Rev 424.

- E. The CITY recognizes that as presently constituted BETTY'S DREAM/the Property satisfies the requirements of these laws and is therefore entitled to a property tax exemption pursuant to RSA 72:23-k.
- F. Pursuant to RSA 72:23-k, II, BETTY'S DREAM FOUNDATION shall make a payment in lieu of taxes in the amount of \$3,000.
- G. The CITY is willing to recognize and grant to BETTY'S DREAM FOUNDATION an exemption from taxation and accept a payment in lieu of taxes by BETTY'S DREAM FOUNDATION, as set forth in this Agreement based on the current ownership and current use of Property.

WHEREFORE, based upon the mutual covenants and promises contained herein, and for other good and valuable consideration which the parties acknowledge, BETTY'S DREAM FOUNDATION and the CITY agree as follows:

1. *Tax Exempt Status.* The CITY recognizes, agrees, and grants to BETTY'S DREAM that the Property and all improvements located thereon, are currently exempt from taxation under the provisions of RSA 72:23-k based on the current ownership and current use of Property.
2. *Payment in Lieu of Taxes.*
 - (a) Commencing on the execution of this agreement, BETTY'S DREAM FOUNDATION shall be obligated to pay the CITY this year \$3,000 in lieu of taxes.
 - (b) The PILOT (PAYMENT IN LIEU OF TAXES) payment shall be payable by December 1, 2025.

- (c) BETTY'S DREAM FOUNDATION shall provide the CITY annually with an accounting that indicates the detailed calculation of their annual profits and the payment in lieu of taxes.
 - (d) This agreement shall be effective from its date of commencement until and including payment due on December 1, 2025, as long as BETTY'S DREAM FOUNDATION remains exempt from payment of property taxes under RSA 72:23-k, I & II.
 - (e) Nothing in this Agreement shall prevent BETTY'S DREAM FOUNDATION from challenging the CITY's assessment of the real estate or the improvements in accordance with applicable law.
3. *Termination.* Either party may terminate this agreement or renegotiate this agreement prior to November 17, 2025. In the event the Property is sold or disposed of by BETTY'S DREAM FOUNDATION, then the terms and conditions of this Agreement shall terminate on the date of execution of such sale or disposition. In the event the Current Use of Property is altered and/or ceases, the CITY may terminate this Agreement at its discretion.
4. *Binding Effect.* This Agreement constitutes the binding agreement of the CITY and BETTY'S DREAM FOUNDATION, their respective successors and assigns. This Agreement cannot be modified except by an instrument in writing agreed to by the parties.
5. *Representation of Authority.*
- (a) BETTY'S DREAM FOUNDATION represents and warrants that this Agreement is binding upon execution of this Agreement by its duly authorized member.
 - (b) The CITY represents and warrants that this Agreement is binding upon execution by the City Manager of the CITY after an authorizing vote of the Portsmouth City Council.

6. *Applicable Law.* This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. The parties consent to the jurisdiction of the Rockingham County Superior Court to resolve any dispute hereunder.
7. *Entire Agreement.* This Agreement constitutes the entire agreement of the CITY and BETTY'S DREAM FOUNDATION regarding the tax-exempt status of BETTY'S DREAM FOUNDATION and payment in lieu of taxes regarding the property located at 75 Long Meadow Road, Portsmouth, New Hampshire.

Authorization for the City Manager to enter into this Agreement was given by the City Council on November 17, 2025.

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

CITY OF PORTSMOUTH

Witness

By: _____
Karen S. Conard
City Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Karen S. Conard, City Manager for the City of Portsmouth, New Hampshire, on behalf of the City.

Notary Public
My Commission Expires

BETTY'S DREAM FOUNDATION

Witness

By: _____
Curtis Hermann, Chair
Board of Directors

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this _____ day of _____,
2025 by _____, on behalf of BETTY'S DREAM FOUNDATION.

Notary Public
My Commission Expires:

LEASE

THIS INSTRUMENT is an Indenture of Lease made as of the Effective Date (as defined in Section 13.15 of this Lease), by and between, the **CITY OF PORTSMOUTH**, a municipality organized under the laws of the State of New Hampshire and having its principal office at 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (“**Landlord**” or “**City**”), and **SCHLEYER FOUNDATION** Under Declaration of Trust 12/02/2002 (the “**Foundation**” or “**Tenant**”) with right of sublease.

WITNESSETH:

WHEREAS, Landlord owns certain land and the building thereon situated at 280 Marcy Street, in Portsmouth, Rockingham County, New Hampshire known as the "South Meeting House" as more particularly described at Tax Map 103/0048 (the “Property”); and

WHEREAS, Tenant desires to lease the Property and develop the same for non-profit uses, such as an arts center facility and gallery; and

WHEREAS, Tenant desires to sublease the Property to a New Hampshire non-profit corporation known as PORTSMOUTH MUSIC AND ARTS CENTER (“PMAC”); and

WHEREAS, the Foundation is committed to investing in the renovations as set forth herein; and

WHEREAS, the City will directly benefit from the Lease;

WHEREAS, as a material inducement to Landlord to enter this lease transaction, the Foundation has agreed to substantially invest in the renovation of the Property as set forth herein; and

WHEREAS, the City, the Foundation and PMAC desire for the Property to be improved as an arts facility and gallery to be occupied by PMAC to supplement its existing operations.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereto hereby agree as follows:

ARTICLE I

THE LEASED PREMISES AND TENANT'S ADDITIONAL PRIVILEGES.

- 1.1 Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, set forth below, and for the purposes identified in Section 5.1 herein

the buildings, grounds, parking areas, and other areas of the Property described below and more particularly shown on the plan (the "Plan") attached hereto and incorporated herein as Exhibit A (collectively, the "Leased Premises"):

- a. South Meeting House. Tenant shall have the exclusive right to use and occupy the "South Meeting House" and any other outbuildings located on the Leased Premises, as shown on the Plan.
- 1.2 Parking. Tenant shall have the exclusive right to park in the parking areas associated with the Leased Premises comprised of 20 parking spaces, as shown on the Plan attached hereto as Exhibit A and incorporated herein (the "Designated Parking Area") The Tenant shall be responsible for policing the use of the Designated Parking Area against unauthorized users. Tenant shall be responsible to ensure that unauthorized vehicles do not use the Designated Parking.
- a. Towing. Tenant shall only have the right to tow vehicles from the Designated Parking Area if Tenant posts the Designated Parking Area with a conspicuous notice regarding parking hours. Tenant may only tow vehicles which park in violation of the conspicuous notice and in contravention of the rules contained in this Lease.

ARTICLE 2 SUBLEASING

2.1 Tenant Sublease. The Foundation has determined and the City agrees the initial non-profit entity to which it shall sublease is PMAC. The sublease shall be in the form of the attached Exhibit B and shall contain terms and provisions consistent with the Letter of Intent from PMAC to the Foundation dated _____. Any sublease, including to PMAC, shall be subject to the City's review and written approval. The form attached as Exhibit B is approved, provided no material modification is made without City consent. Tenant shall ensure that any Sublease incorporates all material terms of this Lease, including historic preservation, maintenance, insurance, and CDBG compliance provisions.

2.2 Renovations. The Parties further agree that in order for the leased premises to be readied for the intended uses, certain renovation work will be required, as set forth in Exhibit C ("Plans and Specifications") attached hereto and incorporated herein.

2.3 Amount of Annual Rent. The Parties agree that in recognition of Tenant's investment of a substantial sum into the renovation of the Property and the other undertakings of Tenant pursuant to this Lease, no rent will be due.

ARTICLE 3 TERM OF LEASE.

3.1 Initial Term. The Term of this Lease shall commence on _____ (the "Effective Date" and, unless sooner terminated as provided in this Lease, shall continue thereafter for an initial term of thirty (30) Lease Years commencing on the Effective Date and ending at midnight on December 31, 2054 (the "Initial Term"). The term "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each successive twelve (12) month period thereafter during the Term. The word "Term" shall mean the Initial Term of this Lease as described in this Section 3.1, together with any renewals as set forth in Section 3.2 hereof.

3.2 Right to Renew. As long as Tenant is not in default under this Lease, Tenant shall have the right to renew this Lease for up to two additional periods of ten years each (a "Renewal Term"), each such Renewal Term to begin at the expiration of the Initial Term or previous Renewal Term, as the case may be, unless Tenant provides notice of termination not less than one hundred eighty (180) days prior to the expiration of the Initial Term or previous Renewal Term, as the case may be. Each Renewal Term shall be on the same terms and conditions as during the Initial Term, subject to adjustment as set forth in Section 4.2 below. Any renewal shall be contingent upon (i) continued use of the Premises for qualifying charitable purposes, (ii) compliance with all obligations hereunder, including maintenance and preservation duties, and (iii) formal approval by the Portsmouth City Manager.

ARTICLE 4

OTHER PAYMENT OBLIGATIONS OF TENANT.

4.1 Real Estate Taxes. During the term of this Lease Agreement Tenant may apply for an exemption as provided under RSA 72:23. Provided that Tenant meets the test for charitable use set further in RSA 72:23(1), no taxes shall be due. Tenant shall provide documentation to the City's Assessor annually by April 15th of each year and as may be reasonably requested to establish charitable use.

In the event that Tenant does not meet the test for charitable use set forth in RSA 72:23 (I) for any given year in the lease term, and taxes/payments in lieu of taxes are assessed, then Tenant shall have the right, but not the obligation, to terminate the lease after providing a 30 days written notice to the City. The payment in lieu of tax articulated in Section 3.2(d) above shall be pro-rated to the date of termination of the Lease.

4.2 Personal Property Taxes. Sub-Tenant shall pay all taxes assessed on Sub-Tenant's personal property on, in or at the Leased Premises, if any.

4.3 Utilities. Tenant shall pay the applicable utility companies or governmental agencies for all such utilities consumed on the Leased Premises during the Term. Without limiting the foregoing, Tenant agrees to pay when due all charges and costs for water, gas, sewer, heat, air conditioning, electricity, telephone, and other utilities and services from time to time furnished to, or consumed in or on, the Leased Premises. Landlord shall incur no liability whatsoever and the obligations of Tenant under this Lease shall not be diminished or affected by reason of the

unavailability, change, or cessation of any utility service on, to, or for the Leased Premises, or any part of the Leased Premises. All utility services shall be contracted for in Tenant's name during renovation of the Property and thereafter in Subtenant's name and Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims arising on account of Tenant's use of said services. Tenant shall provide, within thirty (30) days of a written request of the City, proof of payment of all utilities and other charges related to the Premises.

4.4 Operating Expenses. Tenant shall also be responsible to maintain the Leased Premises, at Tenant's expense, in accordance with the provisions of Section 6.1 of this Lease.

4.5 Insurance Premiums. Tenant shall pay liability insurance premiums with respect to the Leased Premises under the terms of this Lease. Landlord shall be responsible to carry insurance as set forth in Section ____, including its own liability and all fire and extended coverage.

4.6 Right of City to Pay Utilities. Insurance Premiums and Other Assessments or Charges: If Tenant fails (i) to pay any utility charges, together with any fine, penalty, interest or cost which may have been added thereto, (ii) to maintain any insurance required to be maintained, (iii) to pay any amount required to be paid by any law or ordinance relating to the use or occupancy of the Project, or (iv) to pay any other amount or perform any act hereunder required to be paid or performed by Tenant hereunder, the City may pay or cause to be paid such charge, premium for insurance or other payment or may perform any such act. No such payment shall be made by the City until at least ten (10) days have elapsed since written notice shall have been given by the City to Tenant of the City's intent to pay. No such payment shall be made if Tenant is contesting the same in good faith to the extent and as permitted by this Lease Agreement unless an Event of Default hereunder shall have occurred and be continuing. No such payment by the City shall affect or impair any rights of the City hereunder arising in consequence of such failure by Tenant. Tenant shall reimburse the City for any amount so paid or for reasonable expenses or costs actually incurred from unrelated third parties in the performance of any such act by the City pursuant to this Section.

ARTICLE 5 USE OF LEASED PREMISES.

5.1 Purpose. Tenant shall endeavor to give priority to subleases to commercial tenants engaged in not-for-profit activity and non-profit entities. Tenant may also lease to other not-for-profit or non-profit Seacoast entities. To the extent allowed by law, Tenant shall give rental priority to other non-profit or not-for-profit Seacoast entities. Rental rates and tenant selection process shall be implemented to assist those non-profit and not-for-profit entities. It is further agreed that all revenue Tenant receives from subleases shall be used to support building maintenance, utilities, and capital improvements to and of the Leased Premises. Tenant shall make no other use of the Leased Premises without the prior written approval of Landlord. If despite reasonable efforts Tenant is unable to find a suitable sublessee consistent with this Lease, then Tenant shall have the

right to terminate this Lease. Tenant acknowledges that the Premises are subject to certain use restrictions arising from prior Community Development Block Grant (CDBG) funding. Tenant and any Subtenant shall comply with all such restrictions, and programmatic or other activities undertaken at the Premises may not violate any applicable federal anti-discrimination laws

5.2 Compliance with Laws. All uses of the Leased Premises must be approved under the City of Portsmouth zoning ordinance and other pertinent regulations, as a permitted use, or a use permitted by variance or special exception. Tenant shall obtain, at its sole cost and expense, all federal, state and local permits necessary for the uses proposed in Section 5.1 above, and all other future uses permitted by Landlord. Further, Tenant shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or about the Leased Premises, in a manner which will in any way violate any certificate of occupancy affecting the Leased Premises and/or the Property, or make void or voidable any insurance then in force with respect thereto; (ii) which will make it impossible to obtain fire or other insurance required to be furnished by Tenant hereunder; (iii) which will cause or be likely to cause structural damage to the Property or any part thereof; and Tenant shall not use or occupy or permit the Leased Premises to be used or occupied in any manner which will violate any present or future laws or regulations of any governmental authority. Tenant shall comply with any and all laws, rules, orders, ordinances and regulations, federal, state, county or municipal, and any and all directions, rules and regulations of Boards of Fire Underwriters, Rating boards or the like (or successor agencies), now or hereafter in force, applicable to the Property, relating to the use or occupancy thereof or to the making of repairs, changes, alterations or improvements, ordinary or extraordinary, seen or unforeseen, to the Leased Premises.

5.3 Notice of Violation. Tenant shall promptly provide Landlord with a copy of any written notice of violation, citation, or warning with respect to the violation of any legal requirement that applies to the Leased Premises or the Buildings thereon.

5.4 Extra Hazardous Use. Tenant shall not do or keep anything, or allow anything to be done or kept, in or about the Leased Premises which is denominated extra hazardous by fire or liability insurance companies.

5.5 Preservation of Historic Features. Tenant agrees to work with Landlord to maintain and preserve the significant, original historic features of the exterior of the South Meeting House, including but not limited to the clock tower, its components and mechanisms. Tenant and Landlord will cooperate to obtain the approval of the Portsmouth Historic District Commission as to any changes or updates to the exterior of the building. Tenant shall develop and follow an annual maintenance plan for the South Meeting House clock tower and historic elements, including professional servicing and reporting to the City. The City reserves the right to enter the Premises to conduct or require emergency repairs to the clock or historic features, with costs reimbursable by Tenant.

5.6 Alcohol on Premises. There shall be no storage, consumption or service of alcoholic

beverages on the Premises in connection with fundraising/social activities without the advance written approval of the City, and such approval shall not be unreasonably withheld, conditioned or delayed. The City may provide consent to a series of scheduled fundraising events if requested in advance by the Tenant or the Subtenant.

5.7 No Warranty of Condition of Suitability by City. The City makes no warranty, either express or implied, that the Premises is or will be suitable for Tenant's purposes or needs. Tenant assumes the Premises as is and the City shall have no responsibility for the abatement of any hazardous materials or conditions on the property except as may be required under state and federal law.

5.8 Books of Record and Account: Financial Statements. Tenant at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and financial affairs of Tenant. The City shall be provided a copy of the financial statements of Tenant, audited if available, upon written request.

5.9 Compliance with Orders, Ordinances, Etc.

(a) Tenant, throughout the lease term, agrees that it will promptly comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Project or the Premises.

(b) Notwithstanding the provisions of subsection (a) hereof, Tenant may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsection (a) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, Tenant may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal there from, unless the City shall notify Tenant that by failure to comply with such requirement or requirements, the Premises may be materially endangered or the Project or any part thereof may be subject to loss, penalty or forfeiture, in which event Tenant shall promptly take such action with respect thereto or provide such security as shall be satisfactory to the City.

(c) Acknowledging that the Property is currently zoned "Municipal" under the Portsmouth Zoning Ordinance, the Parties agree that any improvements to the exterior of any structure on the Property shall be subject only to those regulations contained in Article 6, Section 10.630, titled "Historic District", and Article 10, titled "Environmental Protection Standards" as may be amended.

5.10 Discharge of Liens and Encumbrances. Tenant, throughout the lease term, shall not permit or create or suffer to be permitted or created any Lien upon the Premises or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or

supplied. However, Tenant may in good faith contest any such Lien. In such event, Tenant may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the City shall notify Tenant that by nonpayment of any such item or items, the Premises or any part thereof may be subject to loss or forfeiture, in which event Tenant shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the City, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the City to protect its interests.

ARTICLE 6

MAINTENANCE AND MODIFICATION OF LEASED PREMISES.

6.1 Repair and Maintenance.

a. Tenant's Responsibilities.

- i. Buildings and Improvements. Except as expressly herein provided, during the Term Tenant shall, at its own expense, keep every part of the Leased Premises, including, without limitation, the foundations and appurtenances thereto; the roofs, windows, glass, building exteriors, framing, and floor slabs; all fixtures and equipment; all pipes, ducts, wiring, and lighting; and all plumbing and utility lines serving the Leased Premises, whether located within or outside the Buildings, in good and safe order, condition, and repair. Tenant shall make all repairs and replacements of any nature whatsoever; keep, operate, use, and maintain every part of the Leased Premises in conformity with all requirements of the law and applicable fire underwriting and rating regulations; and do all other work necessary to comply with the foregoing covenant. Without limitation, Tenant shall maintain and use the Premises in accordance with all current and future laws, including those related to fire, safety and environmental requirements, all requirements applicable to the generation, storage, handling and disposal of hazardous wastes and materials, and all directions, rules, and regulations of the proper officers of governmental agencies having jurisdiction over the Leased Premises. Tenant shall not permit or commit any waste nor allow any nuisance to exist or be maintained on the Leased Premises. If the Tenant receives notice of any violation of any law, ordinance, order, or regulation applicable to the Leased Premises or the use and maintenance thereof, it shall give prompt notice thereof to Landlord. Without limiting the generality of the foregoing, Tenant shall also undertake all work regarding "Improvements" as set forth in Section 6.2, below. At all times Tenant agrees to maintain the existing integrity of the structure and exterior

appearance of the South Meeting House in a condition that reflects the historic importance of the building.

ii. Grounds/Landscaping. Tenant shall be responsible for snow and ice removal from the sidewalks and parking areas adjacent thereto that constitute the Leased Premises as necessary to provide safe and reasonable access to the Leased Premises then in use, and except as otherwise stated herein shall be responsible to maintain the grounds of the Leased Premises. Tenant shall make its own arrangements and pay for the removal of all refuse and rubbish from the Leased Premises. Tenant shall be responsible for all maintenance and improvement of the property, as shown on the Plan, including mowing, pruning, snowplowing, and parking area maintenance and repair within the Leased Premises.

iii. Maintenance and Reporting. Tenant's maintenance shall conform to standards consistent with the City's facilities maintenance protocols and the Secretary of the Interior's Standards for Historic Preservation. Tenant shall provide the City with an annual written summary of maintenance activities and expenditures.

6.2 Tenant's Obligations to Alter and Improve Leased Premises.

a. Required Improvements. Tenant shall complete, at Tenant's sole cost and expense, during the "Construction Period" (as defined below) all renovations and improvements of the Building as listed in Exhibit D in accordance with the plans, drawings and specifications described in Exhibit D (the "Plans and Specifications") and in accordance with the construction schedule set forth in Exhibit D (the "Construction Schedule"); provided, however that Tenant shall construct no new buildings or additions to the existing Buildings. As used herein, "Construction Period" shall mean the period of time commencing on the Effective Date and ending ___ months from the date thereof. As used herein, "Project" shall mean the design, development and construction of the Improvements by Tenant.

b. Requirement Concerning Improvements.

i. For purposes of this subparagraph 6.2b.i, construction of the Project shall be treated as completed when (1) Landlord shall have received a written certificate from Tenant that the Project has been substantially completed in accordance with the Plans and Specifications and is ready for occupancy; and (2) Landlord shall have received a copy of the original permanent certificate of completion and/or occupancy with respect to the Project, with no material contingencies, and copies of all other applicable certificates,

licenses, consents and approvals issued by all applicable governmental authorities with respect to the Project, and occupied space therein and for the operation thereof.

- ii. No Improvements shall at any time be made which shall impair the structural soundness of the Building, and all such Improvements shall be constructed in a good and workmanlike manner by licensed (if applicable) professionals employing materials of good quality so as to conform with all applicable zoning, building, environmental, fire, health and other codes, regulations, ordinances and laws.
- iii. Tenant shall permit Landlord and its representatives to enter upon the Leased Premises and inspect the Improvements at all reasonable times and examine all detailed plans, drawings and specifications and any books and records relating to the Improvements.
- iv. Tenant shall employ for all work undertaken by Tenant one or more licensed (if applicable) contractors.
- v. Tenant shall pay when due the entire cost of all work on the Leased Premises undertaken by Tenant. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that any such liens will not be valid unless prior written notice has been provided to Landlord in accordance with RSA 447, and (2) take whatever additional steps are necessary in order to keep the Property free of all liens for labor and materials resulting from construction done by or for Tenant.
- vi. Tenant shall indemnify, defend and hold Landlord harmless from all injury, loss, claims or damage to any person or property occasioned by or arising out of all work undertaken by Tenant with respect to alterations, additions or improvements to the Leased Premises.
- vii. Tenant shall deliver the Plans and Specifications (initial and as-built) in PDF format using naming conventions and other criteria as the Landlord approves or requires for all projects in and to the Leased Premises.

6.3 Signs and Art. Tenant may at its expense erect and maintain signs and art on the exterior of the Leased Premises or in common areas of the Property of such size and type and in such locations as Landlord may approve. If Tenant wishes to erect any sign, Tenant shall submit to Landlord an appropriate description of the type, size and proposed location in question. The City Manager shall have the discretion to approve or disapprove of any signs or art proposed by the Tenant. The City

Manager may, at the City Manager's sole discretion, refer any proposed sign or art installation for a recommendation to the Historic District Commission and/or the Public Art Review Committee, or similar committee authorized by City Ordinance. Upon the termination of this Lease, Tenant shall remove all signs related to Tenant, if requested by Landlord, and repair any damage to the Leased Premises caused by the erection, maintenance or removal of such signs.

Signs or art installed on or in the interior of any building on the Premises shall not be subject to regulation under this section 6.3.

ARTICLE 7 INSURANCE.

7.1 Landlord's Obligations.

- a. Property Insurance. Landlord shall maintain fire and extended coverage at replacement cost insurance with respect to the Leased Premises, naming Tenant and any Sub-Tenant as additional insured.
- b. Liability Insurance. Landlord shall maintain such liability insurance with respect to the Leased Premises, from time to time, as Landlord deems appropriate.

7.2 Tenant's Obligations.

a. Liability Insurance. Tenant shall maintain Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering Tenant's operations at, on or in the Leased Premises, with combined single limits of not less than Two Million and No/100ths Dollars (\$2,000,000.00) per occurrence for bodily injury, including death resulting therefrom, or property damage incurred on or in any way related to the Leased Premises or any part thereof, including loss of use thereof, naming Landlord as an additional insured. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Landlord, and shall contain a severability of interest clause. If Tenant's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. With Landlord's consent, which consent shall not be unreasonably withheld, Tenant may substitute a program of self-insurance that substantially meets these requirements. Tenant shall ensure that any Sub-Lease contains a provision requiring this coverage set forth in this Section 7.2.a. The City shall be named as both additional insured and loss payee under all applicable policies. Tenant's indemnity obligations shall survive termination or expiration of this Lease. Tenant's insurance obligations shall apply only during the Term, but shall continue to protect the Landlord against claims arising from events occurring during the Term, notwithstanding the expiration or earlier termination of this Lease.

b. Evidence of Insurance. Each Party shall provide the other with certificate(s) evidence of insurance, executed by a duly authorized representative of each insurer, concurrently with the execution of this Lease and at least once during each calendar year thereafter, demonstrating compliance with the insurance requirements set forth above. In the event that any

of the above-described policies are cancelled before the respective expiration date, notice shall be delivered in accordance with the policy provisions. Each Party shall provide certified copies of all insurance policies required above or other satisfactory evidence of self-insurance within twenty-one (21) days of the other's request for said copies.

7.3 Insurance Policies. All policies of insurance required to be maintained by this ARTICLE 7 shall be issued by an insurance companies rated at least A:X or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. and authorized and qualified to do business in New Hampshire. Further, all policies of insurance required to be maintained by Tenant under this ARTICLE 7 shall contain an agreement by the insurers that such policies of insurance shall not be cancelled or terminated for any reason by the underwriter or issuer without first giving thirty (30) days prior written notice to Landlord.

7.4 Default. In the event either Party does not receive satisfactory evidence of insurance coverage, as required hereunder, or if the insurance coverage does not meet the standards of this ARTICLE 7, that Party shall so notify the other and demand that the default be remedied. If the Party so notified fails to remedy the default within ten (10) days of written notice thereof, then, at its option, the notifying Party may take out the required policies of insurance and pay the premiums on the same; and all amounts so advanced therefor shall be due upon demand.

7.6 Mutual Release; Waiver of Subrogation. Landlord and Tenant hereby each release the other party and anyone claiming through or under the other party by way of subrogation or otherwise from any and all liability for any loss of or damage to property, whether caused by the negligence or fault of the other party. In addition, Landlord and Tenant shall cause each insurance policy carried by them insuring the Leased Premises or the contents thereof, to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy.

ARTICLE 8 DAMAGE, DESTRUCTION AND CONDEMNATION.

8.1 Casualty or Taking; Termination.

- a. In the event that-the Leased Premises shall be damaged by fire or other casualty which renders the Property unusable for a period of Months, this Lease may terminate at the election of either Party. Tenant shall be entitled to recover the amount of its investment in the property renovations in any process involving a taking or in the event of destruction or fire from the Tenant's named insurance carrier. In the event of damage or destruction, all insurance proceeds for real property shall be payable to the City. Tenant shall have no right to apply such proceeds except for restoration approved by the City.

- b. In the event that a portion of the Leased Premises shall be destroyed or damaged by fire or other casualty, in a manner that does not affect the historical character of the Meeting House as set forth in subparagraph 8.1a, above, or shall be affected by the action of any public authority in a manner that prevents Tenant or any Sub-Tenant, in its reasonable judgment, from conducting its operations at the Leased Premises, this Lease may be terminated at the election of Tenant, any such election to be made by written notice to Landlord, within ninety (90) days after such damage, destruction or taking occurs, and if any such election is made this Lease shall terminate in accordance therewith and Tenant shall immediately, or as soon thereafter as reasonable, given the need to wind down Tenant's affairs and remove from the premises in an orderly fashion, surrender the Leased Premises to Landlord.
- c. Notwithstanding the provisions of subparagraph 8.1b, above, in the event the damage is to less than a substantial enough portion of the Leased Premises to prevent Tenant from conducting its operations at the Leased Premises, and such that Tenant, in its reasonable judgment, is able to conduct its operations at the Leased Premises with repair of the Leased Premises and the repair can be fully completed within twelve (12) months after the date of damage or taking, then this Lease shall continue in full force and effect and Tenant shall restore the Leased Premises to a condition comparable to that which existed prior to such damage, destruction or taking to the extent permitted by the net proceeds of insurance recovered by Landlord under insurance awarded to it and subject to zoning and building laws and ordinances then in existence. "Net proceeds of insurance recovered or damages awarded" refers to the gross amount of such insurance or damages less the reasonable expenses of Landlord in connection with the collection of same (or Tenant's expenses of collecting damages for such taking) including without limitation, fees for expenses and appraisal services. Tenant shall commence such repairs or restoration as promptly as possible, and all such work shall be done in accordance with the requirements of Section 6.2b, above.

8.2 Award. The Tenant shall have and hereby reserves and excepts, and the Landlord hereby grants and assigns to the Landlord, all rights of recovery for damages to the Property and the leasehold interest hereby created. By way of confirming the foregoing, the Landlord hereby grants, assigns and covenants with the Tenant to grant and assign to the Tenant all rights to such damages or compensation. Landlord covenants to execute and deliver such further assignments or endorsements as Tenant may from time to time request to effectuate the foregoing.

ARTICLE 9

SPECIAL COVENANTS.

9.1 Condition of Leased Premises. Except as specifically stated herein, Landlord makes no express or implied representations or warranties as to the condition of the Leased Premises, or as to the contents thereof or personal property located therein, and Tenant accepts the same "AS IS" and in their condition as of date of occupancy after inspecting same. Landlord will provide Tenant with copies of inspection reports and related evidence of the condition of the Leased Premises, and will provided Tenant with full access to the Leased Premises to conduct its own inspections, prior to the execution of this Lease

9.2 Overloading and Nuisance. Tenant shall not injure, overload, deface or permit to be injured, overloaded or defaced, the Leased Premises; and, not to permit, allow or suffer any waste or any unlawful, improper or offensive use of the Leased Premises or any occupancy thereof that shall be injurious to any person or property, or invalidate or increase the premiums for any insurance on the Property (including the Leased Premises).

9.3 Right of Access/Contact/Communication. Landlord and its representatives may enter the Leased Premises, at any reasonable time, with reasonable advance notice to Tenant, except in cases of emergency (in which case of emergency advance notice shall not be required), to inspect the Leased Premises, to perform any work Landlord elects to undertake with respect thereto, as a result of emergencies or made necessary by reason of Tenant's default under the terms of this Lease. Any such entry hereunder by Landlord shall not unreasonably interfere with normal Tenant operations at the Leased Premises, except in cases of an emergency, as determined by Landlord in its sole discretion. Specifically excepted from this section are any emergency responses undertaken by the Portsmouth Fire or Police Departments. The City shall have the right to enter the Premises at reasonable times, with or without notice in case of emergency, for purposes of inspection, enforcement, or maintenance of historic elements.]

9.4 Risk of Loss. To the maximum extent permitted by law, all merchandise, furniture, fixtures and other personal property of every kind, nature and description belonging to Tenant, or to any person claiming through or under Tenant, which may be on the Leased Premises at any time shall be at the sole risk and hazard of Tenant, and if the whole or any part hereof shall be destroyed or damaged by fire, water or otherwise, by theft or from any other cause, no part of said loss or damage is to be charged to or be borne by Landlord.

9.5 Hazardous Materials.

- a. Definitions. As used herein, "Hazardous Materials" shall mean and include those elements or substances, including but not limited to asbestos, which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any other Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct

concerning, any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect, as follows: (a) any federal law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 USC 6901 et seq. ("RCRA"); the Hazardous Materials Transportation Act, 49 USC App. 1801 et seq.; the Toxic Substances Control Act, 15 USC 2601 et seq.; the Clean Air Act, as amended, 42 USC 7401 et seq.; the Clean Water Act, as amended, 33 USC 1251 et seq.; the Occupational Safety and Health Act, as amended, 29 USC 651 et seq.; the Oil Pollution Act, 33 USC 2701 et seq.; the Safe Drinking Water Act, as amended, 42 USC 300 (t); (b) any similar state, municipal, or other local law, including, without limitation, New Hampshire RSA Ch. 21- P:16-24 (Transport of Hazardous Materials and Waste); 125-C (Air Pollution Control); 130-A (Lead Paint Poisoning Prevention and Control); 141-E (Asbestos Management and Control); 146-A (Oil Spillage); 146-C (Underground Storage Facilities); 146-D (Oil Discharge and Disposal Cleanup fund); 147-A (Hazardous Waste Management); 147-8 (Hazardous Waste Cleanup Fund); 277-A (Worker's Right to Know Act); 485 (N.H. Safe Drinking Water Act); and 485-A (Water Pollution and Waste Disposal); (c) any similar, implementing or successor law, and any amendment, rule, regulation, order or directive promulgated or issued with respect to any of the foregoing; or (d) any other applicable law (collectively, the "Environmental Laws").

b. Tenant's Representations and Obligations.

- i. Tenant agrees and covenants that it will not release or otherwise dispose of any Hazardous Materials at, on or beneath the Leased Premises and will, in all material respects, comply with the requirements of the Environmental Laws with respect to the operation of the Leased Premises. Landlord acknowledges that the Tenant, from time to time and in the ordinary course of business, and in accordance with appropriate governmental licenses, permits and authorizations, may use or store certain Hazardous Materials on the Leased Premises.
- ii. To the extent (A) required by the Environmental Laws, (B) required by court or administrative order, or ruling of court or agency with jurisdiction, Tenant shall, at its sole cost and expense, plan and implement activities to cause the clean-up of the Leased Premises and other remedial efforts intended to contain, reduce, or eliminate any Hazardous Materials causally related to Tenant's use of the Leased Premises.
- iii. The Landlord acknowledges that the Tenant and/or Subtenant's operations as an art facility may involve the use and storage of customary amounts of solvents, thinners and similar chemicals which are used by artists.

Subtenant hereby agrees that said materials will be used and stored in accordance with applicable regulations. Tenant shall indemnify and hold the City harmless from any liability arising from Hazardous Materials brought onto or generated at the Premises by Tenant or any Subtenant.

9.6 Quiet Enjoyment and Possession. Landlord agrees that Tenant, upon paying the rent and other charges herein reserved, and performing and observing the covenants, conditions and agreements hereof upon the part of Tenant to be performed and observed, shall and may peaceably hold and enjoy the Leased Premises during the term of this Lease, without interruption or disturbance from Landlord or persons claiming through or under Landlord, subject, however, to the terms of this Lease.

9.7 Yield Up. Tenant shall on the expiration of the Term, or the earlier termination of this Lease, (a) remove all of Tenant's goods and effects as are not permanently affixed to the Leased Premises; (b) remove such of the alterations and additions made by Tenant as Landlord may reasonably request; (c) repair any damage caused by such removal; and (d) peaceably yield up the Leased Premises, including all replacements, changes, additions and improvements constructed or placed by Tenant thereon, with all equipment, cables and wiring in or appurtenant thereto (except such as Landlord has requested Tenant to remove, as aforesaid), broom-clean, free of subtenancies, and in good condition and repair, reasonable wear and tear excepted. Tenant shall remove all cables, conduits, wires and other equipment as requested by Landlord. Landlord may remove fixtures or property from the Leased Premises left by Tenant and store them at Tenant's risk and expense for a period of thirty (30) days, after which they shall be deemed to be abandoned by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from all loss, cost or damage resulting from the failure or delay of Tenant or anyone claiming through Tenant to surrender the Leased Premises as provided in this Section 9.7.

9.8 Public Records and Non-Discrimination. Tenant acknowledges that City records pertaining to this Lease may be subject to RSA 91-A. Tenant shall comply with all applicable non-discrimination and ADA requirements.

9.9 Force Majeure. In the event that Landlord or Tenant shall be delayed, or hindered or prevented from performing an obligation or undertaking provided for in this Lease so long as such performance is impossible, prevented, delayed, or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, quarantine, pandemic, lockout, strike, boycott, power failure, or general shortage of labor, equipment, materials or supplies in the open market, eminent domain, requisition, laws, orders of government or civil or military authority, or any other cause whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, delayed, or hindered thereby, including reasonable delays for adjustments of insurance, the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay.

ARTICLE 10

ASSIGNMENT, TRANSFER AND SUBLEASING.

10.1 Tenant

- a. Landlord's Consent Required. Other than as specifically provided in Section 2.1, Tenant shall not (i) sublease, assign, convey, mortgage, pledge or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) without Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed except that proof of financial ability to perform under the lease must be provided to Landlord's satisfaction. Tenant agrees to submit to Landlord in writing all information requested by Landlord relating in any way to any proposed assignment or subletting transaction, to assist Landlord in making decisions pertinent to the proposed assignment or sublease, including without limitation, information about the financial condition and responsibility of the proposed occupant of the Leased Premises and the terms of the proposed sublease or assignment. Tenant may only sublease or assign to a non-profit entity.
- b. Upon receiving Landlord's written consent to a proposed assignment or sublease, a duly executed copy of the assignment or sublease shall be delivered to Landlord within ten (10) days after execution thereof. Any sublease shall provide that the subtenant shall comply with all applicable terms and conditions of this Lease to be performed by Tenant hereunder. Any assignment of this Lease shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be performed by Tenant hereunder. Landlord may accept any rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment, nor the acceptance of any rent or performance shall constitute a waiver of Landlord's right to exercise any of its rights and remedies under this Lease, or shall estop Landlord from the exercise of any such rights or remedies.
- c. It is further agreed and understood that any assignee or subtenant approved by Landlord must abide by the use restrictions set forth in Section 5.1 of this Lease, except as otherwise approved in writing by Landlord.
- d. Notwithstanding any thing to the contrary herein, Landlord as a condition of this Lease approves PMAC as a Subtenant. Any proposed assignment or sublease shall require prior written approval by the City Manager. Unauthorized assignment or sublease shall constitute a material default, entitling the City to terminate the Lease.

ARTICLE 11

EVENTS OF DEFAULT; REMEDIES.

11.1 Events of Default. The following shall be “events of default” under this Lease shall mean one or more of the following events:

- a. The occurrence of any of the following events related to construction of the Improvements shall constitute an “event of default” under this Lease if, after thirty (30) days written notice from Landlord, the condition continues; provided however that if curing the condition cannot be accomplished with due diligence within the period of sixty (60) days, and Tenant commences to cure the condition promptly after receipt of the notice, the sixty (60) days shall be extended to a period of time reasonably necessary to cure the condition, but in no event shall such period exceed one hundred eighty (180) days:
 - i. The failure of Tenant to obtain and/or maintain in a timely manner all certificates, permits, variances, special exceptions and/or other approvals from all federal, state and municipal authorities, including without limitation all approvals and permits relating to subdivision and site plan review, architectural design review, zoning, building codes, water supply and sewage, and environmental laws as Landlord in its sole discretion may require.
 - ii. Any survey, report or examination discloses that the Improvements or any portion thereof encroaches upon or projects over a street or upon or over adjoining property, or violate any setback or other restriction, however created, or any building, zoning, subdivision, land use, health, sanitation, environmental, or other ordinance, regulation or law of any governmental authority having jurisdiction with respect to the Property.
 - iii. Tenant does not construct the Improvements substantially in accordance with the Plans and Specifications or makes any material change to the Plans and Specifications without receiving the prior written consent of Landlord.
 - iv. Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, are filed against the Improvements or the Property and shall not be discharged or bonded within thirty (30) days of such filing or such greater period of time as shall be permitted by Landlord.
 - v. Any unexcused cessation occurs at any time in construction of the Improvements for more than thirty (30) consecutive days except for strikes,

riots, or other causes beyond Tenant's control, or if any substantial change is made in the schedule for the construction of the Improvements from that set forth in the Construction Schedule. Notwithstanding the cure provision set forth above, such a delay in construction shall constitute an Event of Default on the 30th day of cessation.

- vi. Tenant fails to complete the Project by the end of the Construction Period.
- b. The Leased Premises shall be abandoned by Tenant, or the estate hereby created shall be taken on execution or other process of law attached or subjected to any other involuntary encumbrance;
- c. Tenant shall default in the faithful observance or performance of any other covenant, agreement, term or condition of this Lease at the time designated, or if Tenant is in default or violation of a term of this Lease for which no specific time is designated and the default or violation shall continue or shall not be remedied within thirty (30) days after Landlord shall give to Tenant notice in writing specifying the matter claimed to be in default, the Landlord, at its option, may immediately declare Tenant's rights under this Lease terminated; provided, however, that in the event such default cannot be remedied within thirty (30) days, Tenant shall not be in default as long as Tenant commences to cure such default within said 30-day period and continues to prosecute a cure to such default in good faith; or
- d. (i) There shall be filed by or against Tenant a petition under any Chapter or Chapters of the Bankruptcy Code of the United States, or successor statute; (ii) any other insolvency proceeding relating to the debts of Tenant shall be brought by or against Tenant; (iii) Tenant shall make an assignment for the benefit of creditors; (iv) Tenant shall be insolvent or unable to pay its debts as they mature; or (v) a receiver shall be appointed for Tenant or any substantial part of its property; and as to any of the foregoing items (i) through (v), Tenant has not cured the same within thirty (30) days.
- e. Tenant shall fail to provide to Landlord any other documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of thirty (30) days following written notice by or on behalf of Landlord to Tenant.
- f. Landlord shall discover that any financial statement given to Landlord by Tenant was materially false or misleading when delivered to Landlord.
- g. Any default by Tenant or Sub-tenant.
- h. The Leased Premises shall be abandoned by the Foundation or approved Assignee

without being replaced by Tenant in a timely fashion (one hundred eighty (180) days).

- i. Landlord fails to provide quiet enjoyment of the Property or fails to observe any term of performance required by this Lease.

11.2 Remedies on Default.

- a. Whenever any event of default referred to in Section 11.1 above occurs and remains uncured, each Party shall be entitled to pursue any remedy at law or equity. Notwithstanding the foregoing, the City may, at its discretion, negotiate with any Subtenant regarding continued occupancy following Tenant default, but shall not be required to do so.
- b. In the event the City terminates this Lease due to a default by the Tenant, and provided that PMAC is not in default under its Sublease and remains in compliance with all obligations applicable to it under this Lease and the Sublease, PMAC shall have the right to remain in occupancy of the Leased Premises for a period of up to one hundred and twenty (120) days following receipt of written notice from the City of such termination (the "Interim Period").

During the Interim Period, PMAC shall continue to observe and perform all obligations of a subtenant under its Sublease, including payment of rent and maintenance obligations, which shall be payable directly to the City and treated as rent under this Lease. For the duration of the Interim Period, the City shall stand in the position of the Tenant and shall be deemed the direct landlord to PMAC solely for purposes of maintaining continuity of lawful occupancy.

If PMAC timely exercises its Right of First Refusal to assume the Lease pursuant to this Section, such assumption shall take effect immediately upon execution of an assumption agreement acceptable to the City, and PMAC's occupancy shall continue uninterrupted. If PMAC does not exercise the Right of First Refusal within the one hundred and twenty (120) day period, or elects not to assume the Lease, this interim right of occupancy shall automatically terminate without the need for further notice, and PMAC shall promptly vacate and surrender the Premises to the City in accordance with the surrender provisions of its Sublease.

11.3 Inactivity; Right of Termination and Reentry. If at any time during the Term the Leased Premises is not occupied and actively used by the Tenant or an approved Subtenant for a period of twelve (12) consecutive months, the City shall have the right, upon thirty (30) days' written notice to Tenant, to terminate this Lease and to reenter and take possession of the Premises without further obligation or liability.

For purposes of this section, "occupied and actively used" shall mean continuous bona fide use of the Premises consistent with Section 5.1 of this Lease. Temporary closures for repairs,

renovations, or force majeure events shall not be deemed inactivity provided Tenant gives the City written notice describing the reason and anticipated duration of such closure and resumes operations within a reasonable period.

Upon termination under this section, the City shall have the immediate right of entry and possession, and all improvements and fixtures on the Premises shall become the property of the City without compensation to Tenant as set forth in Section 13.

ARTICLE 12

INDEMNITY

12.1 Release of Claims. Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Leased Premises, or in any manner growing out of or connected with Tenant's use and occupation of the Leased Premises, or the condition thereof, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees, or assignees. This release shall apply only to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Landlord or Tenant or both. Nothing in this Section 12.1 shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this Section 12.1. This release shall be in effect only for so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies.

12.2 Tenant Indemnification. Tenant covenants and agrees to indemnify, defend and hold Landlord harmless from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, arising from Tenant's or Sub-Tenant's use of the Leased Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises or elsewhere, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from the breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from the negligence, or willful act or omission of Tenant, or its agents, contractors, employees, invitees or guests, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense. Subject to the obligations set forth in Article 7 (Insurance) Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

ARTICLE 13

SURRENDER OF THE PREMISES

At the end of the lease term, or upon any termination of this Agreement, the Property shall be surrendered to the City in good order and broom clean. Reasonable wear and tear accepted with all alterations, and improvements that may have been made to the Property becoming property of the City. Upon termination or expiration, all improvements, fixtures, and alterations shall automatically become the property of the City without compensation to Tenant. Tenant shall remove its personal property and repair any damage caused by such removal. To the extent the Subtenant or Tenant install any fixtures to the Leased Premises, but desire to retain possession of such fixtures following termination of this Lease, they shall, prior to installation of such fixture, provide a written request to the City. If the City agrees in writing to the request, the Subtenant or Tenant, as applicable shall retain ownership of the specified fixture(s), and shall bear sole cost and liability of removal of said fixtures upon termination of this lease. Should the removal of a fixture cause damage to the leased Premises, Tenant and Subtenant shall be jointly and severally responsible for any and all repairs.

ARTICLE 14

MISCELLANEOUS.

14.1 Merger and Modification; Governing Law. This Lease merges and encompasses all prior negotiations and leases relating to the transaction embodied herein; it constitutes the final, complete and exclusive expression of the parties with respect hereto and may not be modified or amended except by written instrument executed by the parties.

14.2 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Base Rent or any other charge then due shall be deemed to be other than on account of the earliest installment of such sum then due, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such sums due, or pursue any other remedy available to Landlord.

14.3 Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights under this Lease. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of such provision or of a subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of said action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies of either party at law or in equity upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by a party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

14.4 Notice of Lease. Tenant agrees not to record the within Lease, but each party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable State of New Hampshire, and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms and conditions of this lease.

14.5 Invalidity of Particular Provisions. If any term or provision of this Lease, other than Tenant's obligation to pay rent or other charges, or the application thereof to any person or circumstance shall be finally held invalid or unenforceable by the court of last resort having jurisdiction, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.6 Successors and Assigns. This lease is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors and assigns.

14.7 Headings. Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

14.8 Time is of the Essence. The time of the performance of all of the covenants, conditions, and agreements of this Lease is of the essence.

14.9 Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and (a) mailed by registered or certified mail, return receipt requested, (b) sent by overnight courier service, (c) sent by electronic communication, or (d) delivered personally, including by expedited mail service, addressed as follows: If intended for

Landlord, addressed to:

City Manager
1 Junkins Avenue
Portsmouth, New Hampshire 038701

With a copy to:
City Attorney
1 Junkins Avenue

Portsmouth, NH 03801

If intended for Tenant, addressed to:

Name: Schleyer Foundation

P.O. Box 222

Rye, NH 03871

Email: dschleyer@chinburg.com

With a copy to:

Name: R. Timothy Phoenix, Esq.

Hoefle, Phoenix, Gormley and Roberts, PLLC

127 Parrott Avenue

Portsmouth, NH 03801

Email: tphoenix@hpgrlaw.com

{Subtenant, addressed to: ?}

or at such other address as may be specified from time to time in writing. All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed the date notice has been given.

13.10 Governing Law; Jurisdiction. This Lease shall be construed and its provisions interpreted under and in accordance with the laws of the State of New Hampshire (excluding the laws applicable to conflicts or choice of law). The Foundation, to the extent it may legally do so, hereby (a) consents to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the State of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby, and (b) expressly waives any and all objections it may have to venue in any such courts.

13.11 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no interference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto.

13.12 Relationship of Parties. Nothing herein shall be construed so as to constitute a joint venture or partnership between Landlord and Tenant.

13.13 Counterparts. This Lease may be executed in one or more counterparts, each of which shall together or singly be and be deemed to constitute an original.

13.15 Effective Date. The "Effective Date" hereunder shall be the date set forth at the beginning of this Lease.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Landlord, Tenant and Contractor have each caused this instrument to be signed by its duly authorized officer or agent as of the day and year first above written.

LANDLORD
CITY OF PORTSMOUTH

Witness

By: _____ Name: _____ Title: _____
Hereunto Duly Authorized

TENANT:
SCHLEYER FOUNDATION

Witness

EXHIBIT A
Plan of Leased Premises with Designated Parking Area
EXHIBIT B
Sub- Lease
EXHIBIT C
Construction Plans and Timeline
EXHIBIT D

COMMERCIAL SUBLEASE

The **SCHLEYER FOUNDATION**, Under Declaration of Trust 12/02/2002 (the "**Foundation**" or "**Tenant**") a non-profit organization with a mailing address of P.O. Box 222, Rye, New Hampshire 03870, does hereby sublease to **PORTSMOUTH MUSIC AND ARTS CENTER, INC.** ("**PMAC**" or "**Subtenant**"), a New Hampshire non-profit Corporation with a mailing address of _____, and the Subtenant hereby subleases the following described premises: 280 Marcy Street, in Portsmouth, Rockingham County, New Hampshire also known as the "South Meeting House" as more particularly described at Tax Map 103/0048 and shown on the Plan attached hereto and incorporated herein as Exhibit A (the "Subleased Premises"),

WHEREAS, the **CITY OF PORTSMOUTH**, a municipality organized under the laws of the State of New Hampshire and having its principal office at 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 ("**Landlord**" or "**City**") owns the Subleased Premises;

WHEREAS, the Foundation and the City have entered into a Lease Agreement dated _____, (the "Primary Lease");

WHEREAS, the Primary Lease calls for the Foundation to revitalize the Subleased Premises by completing certain work that will renovate, refinish and restore the building envelope, building interior, and grounds in preparation for delivering the Subleased Premises to Subtenant, to serve as a space for the visual and performing arts and intended to promote education and community engagement as set forth in said Primary Lease; and

WHEREAS, the Primary Lease contains a provision specifically directs and consents to the sublet of the Subleased Premises to PMAC for occupancy as arts facility, and this Commercial Sublease (the "**Sublease**") is being entered in connection with said direction;

NOW WHEREFORE, in consideration of the mutual covenants and undertakings herein contained, the Tenant and Subtenant hereby agree as follows:

1. PRIMARY LEASE

The Foundation and PMAC agree that this Sublease is subject to the terms and conditions of the Primary Lease, excepting those provisions or portions thereof which do not apply to the Subtenant, such as: (a) maintenance and repair of the exterior of the South Meeting House as defined in the Primary Lease, (b) the clock tower, its mechanisms and components, and (c) those provisions of Primary Lease that are expressly contained herein, and as to the parties hereto, the provision set forth in the Primary Lease being the controlling provision relative to any inconsistency between the Primary Lease and this Sublease. PMAC herein agrees to be bound by and to perform all terms, covenants and

conditions of the Primary Lease which are applicable to the Subleased Premises, except as specifically set forth herein. A copy of the Primary Lease is attached as Exhibit B, and is hereby incorporated into this Sublease by reference. PMAC expressly agrees that it shall not breach or otherwise permit or cause a breach of any term, covenant or provision of the Primary Lease.

2. TERM

2.1 Initial Term. The Term of this Sublease shall commence on the first day of the month following the date of receipt of the Certificate of Occupancy for the Subleased Premises from the City of Portsmouth (the "Effective Date") and unless sooner terminated as provided in this Sublease, shall continue thereafter for an initial term of ten (10) years. The term "Lease Year" shall mean the twelve (12) month period beginning on the Effective Date and each successive twelve (12) month period thereafter during the Term. The word "Term" shall mean the Initial Term of this Lease as described in this Section 2.1, together with any renewals as set forth in Section 2.2 hereof.

2.2 Right to Renew. As long as Subtenant is not in a period of continuing default under this Sublease, Subtenant shall have the right to renew this Lease for up to two additional periods of five (5) years each (a "Renewal Term"), each such Renewal Term to begin at the expiration of the Initial Term or previous Renewal Term, as the case may be, unless Subtenant provides notice of termination not less than one hundred eighty (180) days prior to the expiration of the Initial Term or previous Renewal Term, as the case may be. Each Renewal Term shall be on the same terms and conditions as during the Initial Term, subject to adjustment as set forth in Section 3 below.

3. RENT AND OTHER SUBTENANT OBLIGATIONS

3.1 Annual Base Rent at the commencement of the Term shall be between Eighty-two Thousand Five Hundred Dollars (\$82,500) and Ninety-Nine Thousand Dollars (\$99,000) as determined by Tenant in its sole discretion, payable monthly; Subtenant shall pay to Tenant the Base Rent on the first day of each month, commencing on the Effective Date. The Annual Rent payable by Subtenant shall:

a.) be discounted in light of Article 5.1 of the Primary Lease, by 75% for Year 1 of this Sublease; by 50% for Year 2 of this Sublease; by 30% for Year 3 through 10 and all Renewal Terms.

b,) be adjusted in Year 6 of the Term based upon increases in the CPI (hereinafter defined) as follows: the Annual Rent for each five-year period of the Initial Term and for each Renewal Term shall be determined by multiplying the Annual Rent being paid by Subtenant at the beginning of the previous five-year term by a fraction, the numerator of which is the "Revised Consumer Price Index --- Cities (1984 = 100)", published by the Bureau of Labor Statistics for the United States Department of Labor (the "CPI") on the first (1st) day of the then current five years, and the denominator of which is the CPI for the first (1st) day of the previous term. If this calculation results in a negative number, no adjustment of the Annual Rent will occur.

3.2 Utilities. Subtenant shall pay the applicable utility companies or governmental agencies for all such utilities consumed on the Subleased Premises during the Term. Without limiting the foregoing, Subtenant agrees to pay when due all charges and costs for water, gas, sewer, heat, air conditioning, electricity, telephone, and other utilities and services from time to time furnished to, or consumed in or on, the Subleased Premises. Tenant shall incur no liability whatsoever and the obligations of Subtenant under this Lease shall not be diminished or affected by reason of the unavailability, change, or cessation of any utility service on, to, or for the Subleased Premises, or any part of the Subleased Premises. All utility services shall be contracted for in Subtenant's name and Subtenant hereby agrees to indemnify and hold Tenant harmless from any and all claims arising on account of Subtenant's use of said services.

3.3 Operational Expenses. Subtenant is directly responsible for all operating expenses of the Subleased Premises, including but not limited to interior building repairs and maintenance, interior walls, interior doors, interior electrical wiring, lights, plumbing and HVAC, security and fire alarm monitoring, landscaping, property management, waste and recycling, parking lot maintenance, snowplowing, grounds maintenance and janitorial services, all as set forth in Article 7, below.

3.4 Public Access to Restrooms. In consideration for the expenditure of federal Community Development Block Grant (CDBG) funds at the Premises, PMAC agrees it shall keep and maintain at least two (2) ADA accessible restrooms located inside the Premises open to the public, without charge, at all times that the Premises is open to the public.

PMAC shall keep the ADA accessible restrooms inside the Premises in a neat and clean condition, properly supplied with trash receptacles, paper products, hand soap, and disinfectants, and otherwise maintained in a manner consistent with other City-owned, publicly available restrooms in the City.

3.5 Signage. Tenant shall install and maintain permanent exterior and/or interior signage regarding the availability of public restrooms at a location on or near the Premises, in a form reasonably acceptable to the City.

3.6 Non-Discrimination. Programmatic or other activities undertaken at the Premises may not violate any applicable federal anti-discrimination laws.

4. SECURITY DEPOSIT

The Subtenant shall pay to Tenant an amount equal to one month's rent, which shall be held in an interest bearing account as security for the Subtenant's performance as herein provided, and refunded to the Subtenant at the end of this Sublease, subject to the Subtenant's satisfactory compliance with the conditions hereon.

5. USE OF LEASED PREMISES

Subtenant shall use the Subleased Premises only for the advancement of performing and visual arts intended to promote education and community engagement and related uses.

6. COMPLIANCE WITH LAWS

6.1 Subtenant shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or about the Subleased Premises, in a manner which will in any way violate any certificate of occupancy affecting the Subleased Premises or make void or voidable any insurance then in force with respect thereto; (ii) which will make it impossible to obtain fire or other insurance required to be furnished by Subtenant hereunder; (iii) which will cause or be likely to cause structural damage to the Sublease Premises or any part thereof; and Subtenant shall not use or occupy or permit the Leased Premises to be used or occupied in any manner which will violate any present or future laws or regulations of any governmental authority. Subtenant shall comply with any and all laws, rules, orders, ordinances and regulations, federal, state, county or municipal, and any and all directions, rules and regulations of Boards of Fire Underwriters, Rating boards or the like (or successor agencies), now or hereafter in force, applicable to the Sublease Premises, relating to the use or occupancy thereof or to the making of repairs, changes, alterations or improvements, ordinary or extraordinary, seen or unforeseen, to the Subleased Premises.

6.2 Notice of Violation. Subtenant shall promptly provide Tenant with a copy of any written notice of violation, citation, or warning with respect to the violation of any legal requirement that applies to the Subleased Premises.

6.3 Extra Hazardous Use. Subtenant shall not do or keep anything, or allow anything to be done or kept, in or about the Subleased Premises which is denominated extra hazardous by fire or liability insurance companies. The Tenant acknowledges that Subtenant's operations as an art facility may involve the use and storage of customary amounts of solvents, thinners and similar chemicals which are used by artists. Tenant and Subtenant hereby agree said materials will be used and stored in accordance with applicable regulations.

7. MAINTENANCE OF PREMISES

7.1 The Subtenant agrees to maintain the Subleased Premises in the same condition as they are at the commencement of the Term or as they may be put in during the Term of this Sublease, excepting, reasonable wear and tear, damage by fire and other casualty. Except as expressly herein provided, during the Term Subtenant shall, at its own expense, keep the interior of the Subleased Premises, including, without limitation, all fixtures and equipment; all pipes, ducts, wiring, and lighting; and all plumbing and utility lines serving the Subleased Premises, located within the Building, in good and safe order, condition, and repair. Subtenant shall make all repairs and replacements of any nature

whatsoever; keep, operate, use, and maintain every part of the Subleased Premises in conformity with all requirements of the law and applicable fire underwriting and rating regulations; and do all other work necessary to comply with the foregoing covenant. Without limitation, Subtenant shall maintain and use the Premises in accordance with all current and future laws, including those related to fire, safety and environmental requirements, all requirements applicable to the generation, storage, handling and disposal of hazardous wastes and materials, and all directions, rules, and regulations of the proper officers of governmental agencies having jurisdiction over the Subleased Premises. Subtenant shall not permit or commit any waste nor allow any nuisance to exist or be maintained on the Leased Premises.

7.2 Grounds/Landscaping. Subtenant shall be responsible for snow and ice removal from the sidewalks and parking areas adjacent thereto that constitute the Subleased Premises as necessary to provide safe and reasonable access to the Subleased Premises then in use, and except as otherwise stated herein shall be responsible to maintain the grounds of the Subleased Premises. Subtenant shall make its own arrangements and pay for the removal of all refuse and rubbish from the Subleased Premises. Subtenant shall be responsible for all maintenance, including mowing, pruning, snowplowing, and parking area maintenance and repair within the Subleased Premises.

7.3 Signs. Subtenant shall obtain written consent of Tenant and Landlord before erecting any sign on the Subleased Premises, which consent shall not be unreasonably conditioned, delayed or withheld. If no response to a request for consent by Subtenant is received within fifteen (15) business days, then such silence shall constitute consent to the request by the non-responsive party. The City Manager shall have the discretion to approve or disapprove of any signs or art proposed by the Subtenant. The City Manager may, at the City Manager's sole discretion, refer any proposed sign or art installation for a recommendation to the Historic District Commission and/or the Public Art Review Committee, or similar committee authorized by City Ordinance Upon the termination of this Lease, Subtenant shall remove all signs related to Subtenant, if requested by Tenant, and repair any damage to the Leased Premises caused by the erection, maintenance or removal of such signs. For purposes of clarification, given that the Subleased Premises will be used as an arts facility, temporary exterior art displays shall not require consent, but to the extent applicable, shall comply with the City's sign ordinance. A temporary exterior art display shall be one that is intended to remain on display for a period of time not to exceed six (6) months and not affixed to the South Meeting House, whereas a permanent art display shall be one that intended to remain on display for an undefined period of time to exceed six (6) months or is affixed to the South Meeting House.

8. ALTERATIONS – ADDITIONS

The Subtenant shall not make structural alterations or additions to the Subleased Premises, but may make non-structural alterations provided the Tenant consents thereto in writing; Subtenant engages ARcove Architects and Chinburg Properties for all such improvements; and proof of financial ability to pay for such alterations in addition to Subtenant's performance under this Sublease is provided to Tenant's satisfaction. All such

allowed alterations shall be at Subtenant's expense and shall be in quality at least equal to the present construction. Subtenant shall not permit any mechanic's liens or similar liens, to remain upon the Subleased Premises for labor and material furnished to Subtenant or claimed to have been furnished to Subtenant in connection with work of any character performed or claimed to have been performed at the direction of Subtenant and shall cause any such lien to be released of record forthwith without cost to Tenant. Any alterations or improvements made by the Subtenant shall become the property of the Tenant at the termination of occupancy as provided herein.

9. ASSIGNMENT – SUBLEASING PROHIBITED

The Subtenant shall not assign nor sublet the whole or any part of the Subleased Premises. Any purported sublet or assignment shall be void, and no such tenant or assignee shall have any rights to the Subleased Premises.

10. SUBORDINATION

This Sublease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Subleased Premises are a part and the Subtenant shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Sublease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

Tenant will use its best efforts to require any mortgagee to recognize this Sublease so long as Subtenant is not in default.

11. TENANT'S ACCESS

The Tenant or agents of the Tenant may, with reasonable advance notice, at reasonable times, enter to view the Subleased Premises and may revoke placards and signs not approved and affixed as herein provided, and make repairs and alterations as Tenant should elect to do and may show the Subleased Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Subleased Premises a notice for letting or selling the Subleased Premises or property of which the Subleased Premises are a part and keep the same so affixed without hindrance or molestation.

12. INDEMNIFICATION AND LIABILITY

The Subtenant shall defend, indemnify and save the Tenant and Landlord harmless for all costs, damages, expenses or losses arising out of the Subtenant's use of the Subleased Premises or by any nuisance made or suffered on the Subleased Premises by Subtenant, unless such costs, damages, expenses or losses are directly caused by the neglect or intentional act or omission of the Tenant or the Landlord.

13. SUBTENANT'S LIABILITY INSURANCE

The Subtenant shall maintain with respect to the Subleased Premises comprehensive public liability insurance in the amount of \$1,000,000.00/\$1,000,000.00 with property damage insurance in limits of \$1,000,000.00 in responsible companies qualified to do business in New Hampshire and in good standing therein insuring the Tenant and Landlord as additional insureds as well as Subtenant against injury to persons or damage to property as provided. The Subtenant shall deposit with the Tenant certificates for such insurance at or prior to commencement of the terms, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each insured named therein. Tenant agrees that Subtenant shall have no further liability or financial obligation to the Tenant arising from or relating to an insured loss, above the policy limits in the insurance policies required by this Sublease.

14. FIRE, CASUALTY – EMINENT DOMAIN

The Subtenant shall not use the Subleased Premises or place contents in the Subleased Premises in any manner which shall be contrary to any law or contrary to any regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

Should a substantial portion of the Subleased Premises be substantially damaged by fire or other casualty, the Tenant may elect to terminate this Sublease. When such fire, casualty, or taking renders the Subleased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the Subtenant may elect to terminate this Sublease if:

- (a) The Tenant has the right to terminate the Primary Lease pursuant to its Section 8.1, Damage, Destruction and Condemnation; or
- (b) The Landlord and the Tenant, in their sole discretion, consent to the termination of this Sublease by the Subtenant, under terms and conditions determined solely by Landlord and Tenant.

16. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The Subtenant shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

- (b) The Subtenant shall default in the observance or performance of any other of the Subtenant's covenants, agreements, or obligations hereunder including, without limitation, the terms, covenants and conditions of the Primary Lease, and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The Subtenant shall be declared bankrupt; or insolvent according to law, or, if any assignment shall be made of Subtenant's property for the benefit of creditors.

then the Tenant shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Subleased Premises, to declare the term of this Sublease ended, and remove the Subtenant's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Subtenant shall indemnify the Tenant against all loss of rent and other payments which the Tenant may incur by reason of such termination during the residue of the term. If the Subtenant shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Subtenant's part to be observed or performed under or by virtue of any of the provisions in any article of this Sublease, then Tenant, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Subtenant. If the Tenant makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured shall be the sole financial responsibility of Subtenant.

17. NOTICE

Any notice from the Tenant to the Subtenant relating to the Subleased Premises or to the occupancy thereof, shall be deemed duly served, upon actual receipt or first refusal thereof, if hand delivered, delivered via certified First Class U.S. Mail/return receipt requested, or if sent by a reputable overnight courier addressed to the Subtenant. Any notice from the Subtenant to the Tenant relating to the Subleased Premises or to the occupancy thereof, shall be deemed duly served, if delivered as set forth in the foregoing sentence to the Tenant at such address as the Tenant at the addressed first listed above, which may from time to time be modified as advised by Tenant in writing. All rent and notices shall be paid and sent to the Tenant at P.O. Box 222, Rye Beach, New Hampshire 03871.

18. SURRENDER

The Subtenant shall, at the expiration or other termination of this Sublease, remove all Subtenant's goods and effects from the Subleased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Subtenant, either inside or outside the Subleased Premises). Subtenant shall deliver to the Tenant the Subleased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Subleased Premises, in the

same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of Subtenant failure to remove any of Subtenant's property from the premises, Tenant is hereby authorized, without liability to Subtenant for loss or damage thereto, and at the sole risk of Subtenant to remove and store any of the property at Subtenant expense, or to retain same under Tenant's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

19. OTHER PROVISIONS

It is also understood and agreed that:

- (a) Subtenant specifically agrees to look solely to Tenant's insurance proceeds and interest in the Premises for recovery of any judgment from Tenant, it being specifically agreed that neither the Tenant nor anyone claiming under Tenant shall ever be personally liable for such judgment.
- (b) Excepting damage done by Tenant as a result of gross negligence or intentional act or omission, Tenant shall not be liable for any damage to fixtures, merchandise or property of the Subtenant and Subtenant hereby releases Tenant from the same.
- (c) The submission of this Sublease or a summary of some or all of its provisions for examination does not constitute a reservation of an option for the premises, or an offer to lease it being understood and agreed that this Sublease shall not bind Tenant in any manner whatsoever until it has been approved and executed by Tenant and delivered to Subtenant.
- (d) Signage will be at Tenant's sole expense and as set forth in a written signage plan, which is subject to the written approval of design and location by Landlord and Tenant prior to installation and also subject to any standards in use or the property.
- (e) There are 21 parking spaces assigned to the Subtenant as part of this Sublease. Subtenant may use and/or allocate such spaces at Subtenant's discretion. In the event that the Subtenant wishes to use the 21 parking spaces for any use not associated with use permitted in this Sublease, then such use shall only be allowed after Tenant approves in writing and in advance such use or allocation of a certain number of parking spaces to such use.
- (f) Any and all modifications in the building by Subtenant shall be submitted to Tenant for approval prior to commencement of work. Subtenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances.

- (g) Notwithstanding any provision herein to the contrary, to the extent that there is any conflict between the terms of this Sublease and the terms of the Primary Lease, it is agreed by the Subtenant that the terms of the Primary Lease are controlling and supersede the terms of the Sublease.
- (h) The parties agree that no broker brought about this transaction. If any claim on behalf of any broker or agent is made or upheld, then the party against or through whom such claim is made shall defend, indemnify and hold the other harmless against any damages, costs or expenses in any way attributable to such claim, including, without limitation, reasonable attorneys' fees.

20. ARBITRATION

Any dispute arising under the terms of this Sublease, shall be resolved by arbitration. The parties will select a single arbitrator. The fee of the arbitrator and any costs will be shared equally in the first instance. The prevailing party will be awarded reasonable attorney fees and costs. Arbitration shall be conducted under the Rules of the American Arbitration Association in Portsmouth, New Hampshire.

IN WITNESS WHEREOF, the Landlord Tenant and Subtenant have hereunto set their hands and seals this _____ day of _____, **2025**.

WITNESS

TENANT:
SCHLEYER FOUNDATION

By _____
David Schleyer
Its:
Duly Authorized

WITNESS

SUBTENANT:
PORTSMOUTH MUSIC AND ARTS
CENTER, INC.

By _____
Russell Grazier
Its:
Duly Authorized

WITNESS

LANDLORD:
CITY OF PORTSMOUTH

By _____

Its:

Duly Authorized

Event Proposal: Veterans Count Seacoast Pack and Boots 5K Road Race

Event Title:

Veterans Count Seacoast Pack and Boots 2026

Proposed Date:

Sunday, July 5th, 2026

Event Overview:

The **Veterans Count Seacoast Pack and Boots 5K Road race** is a community-based memorial walk and fundraiser honoring military service members, veterans, and their families. This powerful event not only commemorates our heroes but also raises funds to support vital services for veterans and their families through Veterans Count, a program of Easterseals NH.

Goals and Objectives:

- **Honor** the sacrifice and service of our military community.
- **Raise awareness** about the challenges facing veterans and their families.
- **Raise funds** to support Easterseals NH Military & Veterans Services.
- **Engage** the local Seacoast community in a meaningful, patriotic event.

Proposed Location: Downtown Portsmouth

- When we held our race in downtown Portsmouth in 2025, we increased our participation from 57 participants to 135 participants. The committee believes this increase is due to the location of the race.

Starting Line: Pierce Island

Our course will start at Pierce Island at 8:00 Am with our one-mile survival run.

Our mile survival run will be run on the same course as the 5K, participants will run half a mile turn around and then run back. Following that is our kids fun run, which is a 100-meter sprint. Our 5K will run the same course as the Seacoast Turkey Trot, with the starting line being at Pierce Island. Our starting line is set back away from the opening of the parking lot which allows boaters through without any issues. Please see the picture below showing where the starting line is. Once all the runners are off, the starting line will be broken down. All time equipment which is run by Millennium Running will be removed as well. Veterans

Count will be **completely removed from the area by 9AM.**



The streets that will be affected by the race are the following: Pierce Island, Marcy Street, South Street, Lafayette Road, Middle Street, Court Street and Marcy Street. Half of Marcy Street will be closed so runners can cross the finish line. The finish line will be located right in front of Strawberry Banke. Our Veteran Count pop-up tent would be set up in either the Strawberry Banke parking lot, or Prescott Park right by the finish line if given permission. Restrooms would also be brought in and removed by an independent company.

Target Audience:

- Veterans, active-duty military, and their families

- Patriotic civilians and local community members
- Local businesses, civic groups, and supporters of the military
- Sponsors and donors looking to support veteran causes

Proposed Schedule:

- **7:00 AM:** Registration opens
- **7:50 AM:** Opening Ceremony
- **8:00 AM:** Survival Run
- **8:20 AM:** Kids fun run
- **9:00 AM:** 5K/ Walk
- **10:00 AM:** Cleaned up and out of the area

Marketing and Promotion:

- Social media campaign through Veterans Count and partner pages
- Press releases to local media outlets
- Community posters and flyers
- Email outreach to past participants and local veterans' organizations
- Sponsorship outreach and local business involvement

Sponsorship Opportunities:

Sponsorship packages will be available at varying levels (e.g., Presenting Sponsor, Gold, Silver, Bronze), offering branding, speaking opportunities, and promotional exposure.

Conclusion:

The **Veterans Count Seacoast Pack and Boots 5K road race** walk offers a powerful way for the Seacoast community to come together in support of those who have served. By choosing July 5th—just after Independence Day—we continue the spirit of national pride and remembrance, ensuring our heroes know they are never forgotten.

We look forward to your support in making this event a resounding success

MEMORANDUM

TO: Karen Conard, City Manager

FROM: Peter Britz, Planning & Sustainability Director 

DATE: October 24, 2025

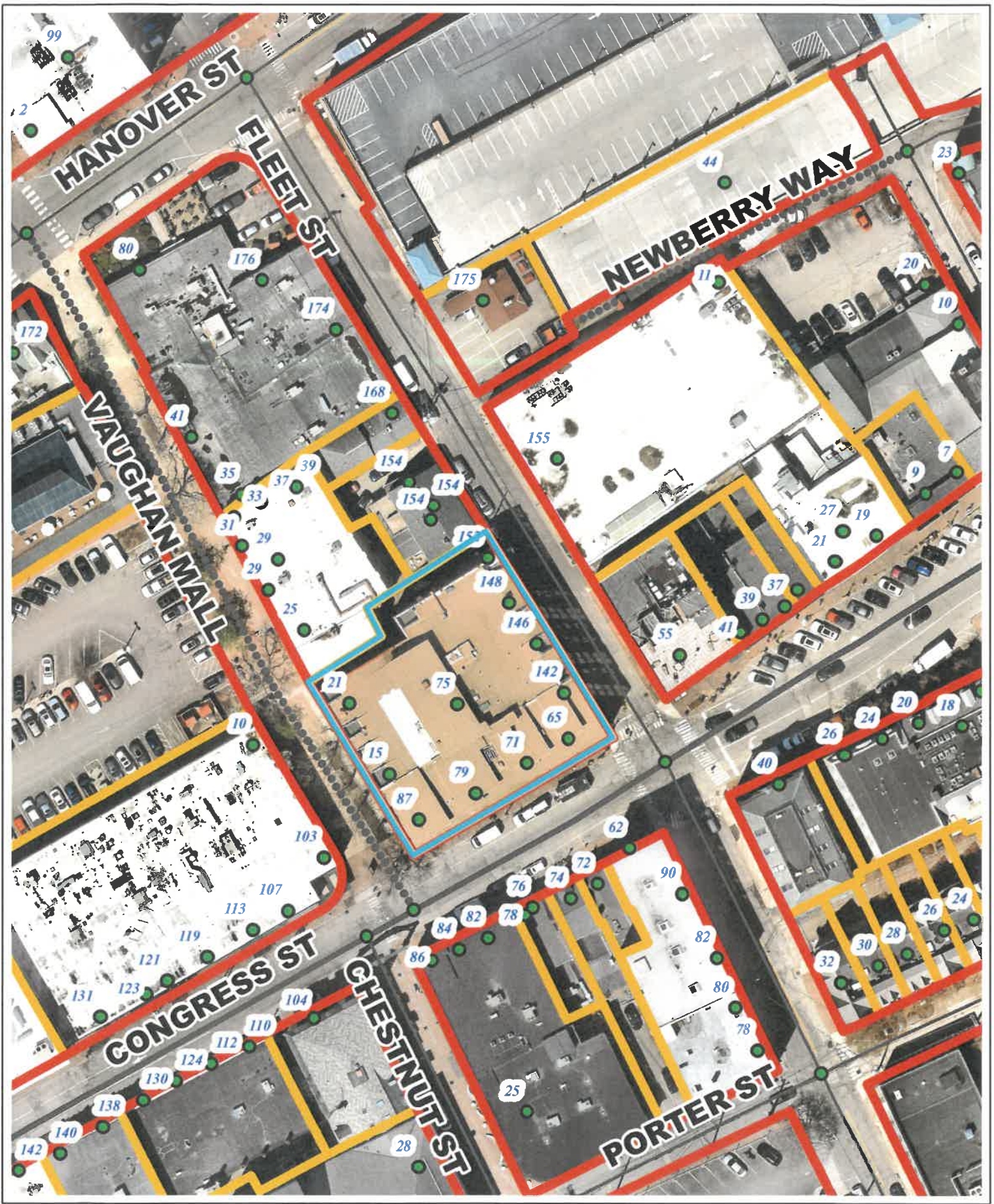
RE: City Council Referral – Projecting Signs
Address: 148 Fleet Street
Business Name: LumSum LLC dba The Ramen Club
Business Owner: Nuttaya Suriyayanyong

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

Sign dimensions: 34" x 40"
Sign area: 9.44 sq. ft.

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

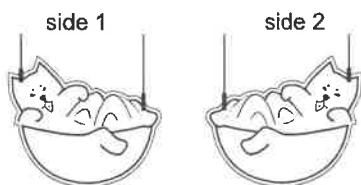
1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign(s), for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or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



0 37.5 75 150 Feet

**Request for license
148 Fleet Street**

144" sidewalk to bottom of sign



34" x 40" hanging sign
3/4" mdo
2 sided
qty: 1





LUMSLLC-01

EROY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2025

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

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

PRODUCER Highstreet Insurance & Financial Services 242 State Street Portsmouth, NH 03801	CONTACT NAME:	
	PHONE (A/C, No, Ext): (603) 433-5600 FAX (A/C, No):	
	E-MAIL ADDRESS: NewEngland.info@highstreetins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Central Mutual Insurance Company	20230
INSURED Lumsum LLC dba: The Ramen Club 24 Settlers Way Saco, ME 04072	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR	X	CLP 9604235	7/21/2025	7/21/2026	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER: General Aggregate					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Portsmouth is named as additional insured for a projecting sign located at 148 Fleet Street, Portsmouth, NH 03801.

CERTIFICATE HOLDER

CANCELLATION

The City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MEMORANDUM

TO: Karen Conard, City Manager

FROM: Peter Britz, Planning Director 

DATE: November 6, 2025

RE: City Council Referral – Projecting Sign – Revised Memo
Address: 60 Penhallow Street
Business Name: Buckley's Market-Café of Portsmouth, Inc.
Business Owner: Ian Buckley

Permission is being sought to install projecting signs that extend over the public right of way, as follows:

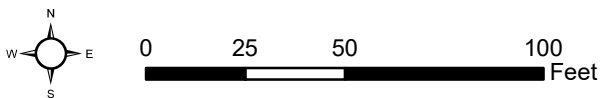
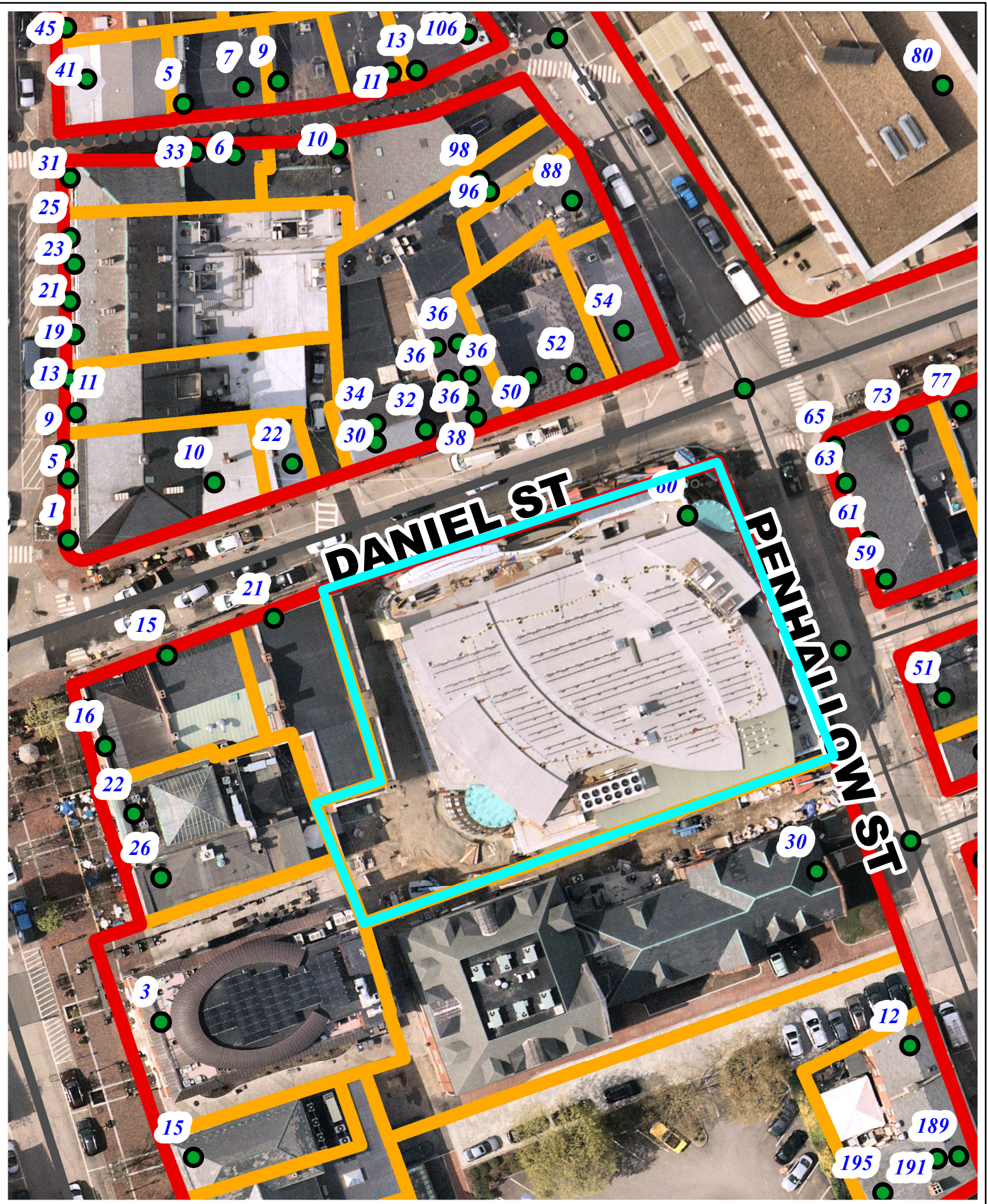
Three signs at:
Sign dimensions: 42" diameter
Sign area: 9.62 sq. ft.

One sign at:
Sign dimensions: 36" diameter
Sign area: 7.07 sq. ft.

One sign at:
Sign dimensions: 64.5" x 26.75"
Sign area: 11.98 sq. ft.

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

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



**Request for license
60 Penhallow Street**



8'- 0 1/4" Above Grade

Raised B



A. (3) large hanging signs-front sidewalks-42"



Measurements on this artistic rendering may vary slightly from the actual "AS BUILT" upon final engineering. Color and resolution in proofs are not representative of final projects due to individual monitor settings.



A UL Licensed Manufacturer



B.) small hanging sign-36" in rear on patio



Raised B



Measurements on this artistic rendering may vary slightly from the actual "AS BUILT" upon final engineering.
Color and resolution in proofs are not representative of final projects due to individual monitor settings.



A UL Licensed Manufacturer



D.) projecting sign with press-thru-64.5x26.75-gold vertical copy
Watermark of B



Measurements on this artistic rendering may vary slightly from the actual "AS BUILT" upon final engineering.
Color and resolution in proofs are not representative of final projects due to individual monitor settings.



A UL Licensed Manufacturer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2025

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

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

PRODUCER CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032		CONTACT NAME: Kendra Cote PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: KCote@CGIBusinessInsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Michael Timothy's Dining Group Inc. 442 DW Highway Unit C Merrimack NH 03054		NAIC # 22292	
--	--	------------------------	--

COVERAGES**CERTIFICATE NUMBER:** 25/26 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZBVA6672810	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AWVA6672780	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UHVA6672820	06/30/2025	06/30/2026	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
			\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ Y	N / A	WHVH992152	06/30/2025	06/30/2026	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation 3(a) State(s): MA
Excluded officer(s): Michael Buckley
RE: Buckley's Market-Cafe of Portsmouth, Inc dba Buckley's Market & Cafe Penhallow Street, Portsmouth, NH, 03801
The City of Portsmouth is named as additional insured under general liability, as required by written contract, as their interest may appear in regards to insured's operations. Umbrella liability is follow form to general liability - and sits over liquor and employers liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Portsmouth City Clerk Office
1 Junkins Avenue

Portsmouth

NH 03801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

Barn in Bloom	Additional Named Insured
Buckley Amherst, LLC	Additional Named Insured
Buckley Main LLC	Additional Named Insured
Buckley-Abbott, LLC	Additional Named Insured
Buckley-Hollis, LLC	Additional Named Insured
Buckley's Bakery-Cafe of Hollis, Inc.	Additional Named Insured
Buckley's Bakery-Cafe, Inc.	Additional Named Insured
Buckley's Great Steaks	Additional Named Insured
Buckley's Great Steak's Inc	Additional Named Insured
Buckley's Market & Cafe	Additional Named Insured
Buckley-Webster, LLC	Additional Named Insured
Buckley-Woodbury, LLC	Additional Named Insured
Buckley-Woodbury, LLC	Additional Named Insured
dba Lost Cowboy Brewing	Additional Named Insured
Lost Cowboy Brewing, Inc.	Additional Named Insured
Lost Cowboy Tap Room	Additional Named Insured
Michael and Sarah Buckley	Additional Named Insured
Michael Timothy's	Additional Named Insured
Michael Timothy's Dining Group Inc	Additional Named Insured
Michael Timothy's Dinning Group, Inc.	Additional Named Insured
Michael Timothy's Inc	Additional Named Insured
Michale Timothy's 401K Plan	Additional Named Insured
Mike's Italian Kitchen dba	Additional Named Insured
MT's Local	Additional Named Insured
MT's Local Kitchen and Wine Bar	Additional Named Insured

Additional Named Insureds

Other Named Insureds

Surf Portsmouth, Inc	Additional Named Insured
Surf Restaurants Inc.	Additional Named Insured
Surf Seafood Restaurant	Additional Named Insured
Surf Seafood, Inc.	Additional Named Insured
The Surf Room	Additional Named Insured
Buckley's Market-Cafe of Portsmouth, Inc.	Additional Named Insured

CITY OF PORTSMOUTH, NH
Public Art Review Committee

Memorandum

To: Honorable Mayor and City Council
From: Public Art Review Committee (PARC)
Subject: Recommendation re: Sculptural Bench for Bohenko Gateway Park
Date: November 11, 2025

PARC requests City Council approval for an additional installation of a functional sculpture in Bohenko Gateway Park in the form of a serpentine bench (*A Space for Memory*) that echoes the design of the *Endeavor* sculpture. The bench has been designed by Sijia Chen, the artist who created *Endeavor*.

- (1) authorize PARC to raise approximately \$10,000 in private funds to complement the funds committed to the project to date by a major donor;
- (2) expend resources from PARC funds to undertake any soils testing and costs associated with engineering for installation;
- (3) work with the Legal Department to contract with Chen, aligning payments to fundraising and development phases; and
- (4) work with the Department of Public Works to locate and install the sculptural bench.

PARC will work with the major donor to raise the additional funds needed through individual donations.

Background

Bob Thoresen approached PARC with the idea of including a sculptural bench in Bohenko Park in memory of his late wife Sue Thoresen. Sue was a well-known member of the Portsmouth community who contributed much to arts, culture and education. The Thoresens were instrumental in supporting *Endeavor*, providing funding and hospitality for the artist Sijia Chen. Sue participated in Chen's workshops to create paper cut motifs for the design of *Endeavor* and they became close friends. Sue was able to see the completion of *Endeavor* and noted the absence of comfortable benches with backs in the park—hence the idea for creating a complement to *Endeavor* that would honor Sue's memory.

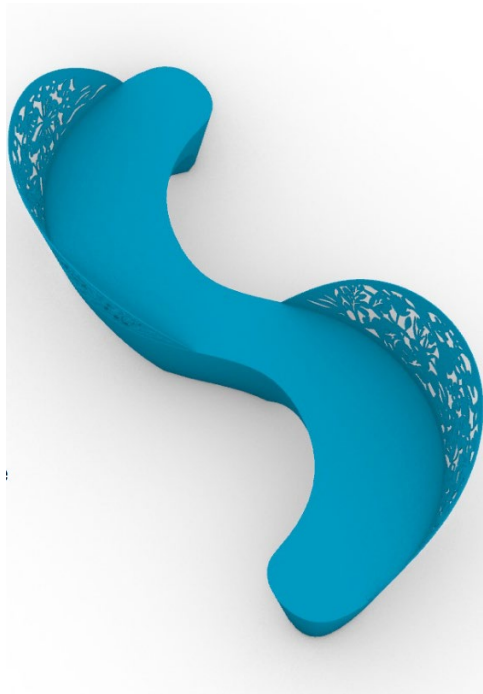
The Sculptural Bench

Sijia Chen has designed a serpentine bench (in the shape of an S for Sue) which will accommodate 4-6 people. The back of the bench will feature papercut-inspired patterns, developed in collaboration with Sue's family and informed by papercuts she created during the community engagement process for Endeavor.

The bench will be approximately 8 feet in length, 37 inches high and 40 inches wide, weighing approximately 480 pounds. The material is stainless steel with fluorocarbon paint in a teal blue color; fluorocarbon paint is highly weather resistant.

We recommend placing the bench on the grass in the eastern/further side of the sidewalk about halfway between *Endeavor* and the kiosk. One end of the bench will face *Endeavor*, the other the Piscataqua River. Placement to be finalized in conjunction with DPW.

Top view



Side view



Budget and Timeline

In honor of Sue, the artist is waiving any fees; the cost of fabrication and shipping is \$20,000 with approximately half to come from the Thoresen family. Production

and shipping takes approximately four months so the bench would be available for installation next Spring/Summer.

PARC's Considerations

- The bench is an example of a memorial that offers a broad opportunity for engagement. Adding a functional sculptural element adds to the diversity of artworks in Bohenko Gateway Park. As usage of the park increases, additional seating will be welcome.
- The design (papercuts with maritime themes) and color complement both *Endeavor* and *Codfish* and offer a cohesive experience.
- The artist is highly experienced with this type of outdoor installation and she is familiar with Portsmouth and the park.
- The materials are durable and easy to maintain.

Next Steps

With Council approval, PARC will work with the major donor to stage planning to coincide with fundraising.

City Council Emails – October 20, 2025 to November 13, 2025

Submitted on Mon, 10/27/2025 - 17:39

Submitted by: Anonymous

Submitted values are:

First Name

Elizabeth

Last Name

George

Email

eciesluk@yahoo.com

Address

134 Lincoln Ave
Portsmouth , New Hampshire. 03801

Message

I am writing to request that you change the rescheduled Portsmouth trick or treat date from 10/29 as the whole Portsmouth 8th grade will be away on a school trip.

They planned the trip to get back on Thursday in time to trick or treat and it would be very sad for them to get back and hear they missed it. Might Saturday be possible or any other day?

Thank you for your careful consideration of this matter.

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

Yes

Submitted on Mon, 10/20/2025 - 14:30

Submitted by: Anonymous

Submitted values are:

First Name

David

Last Name

Hudlin

Email

dhudlin@hotmail.com

Address

260 miller ave
portsmouth, New Hampshire. 03801

Message

Dear Council,

I see that, although not yet considered final, that our operating budget is increasing once again in the range of 3.5-4%. So in just the last 2 years we've seen a compounded increase of approx 9%. As I've stated before the YOY compounding effect of these ave 4% increases are crippling to our residents. As I've mentioned in prior comments, where is the zero based budget approach? Why do we continue to set percentage increase guidance built off of prior year baselines? Perhaps you should set a goal to be the first City council in memory to actually hold the 2027 budget to a zero increase by mandating budget reductions, through improvements in efficiency, reduction of any waste/redundancies. Or how about a 1-2% maximum increase? That used to be the ceiling on increases. Did you know that we have the highest operating budget per capita in NH? Enough said

As of the 2025 fiscal year, Portsmouth has the largest operating budget relative to its population among major New Hampshire cities, with a budget of approximately \$5,194 per capita. In comparison, Dover's 2025 operating budget was \$4,668 per capita and Nashua's was around \$5,050.

Per capita operating budget for major NH cities (FY2025)

A comparison of the per capita operating budgets for some of New Hampshire's most populated cities shows the relative size of their local government spending:

City	FY2025 Operating Budget	2025 Population (Est.)	Per Capita Operating Budget
------	-------------------------	------------------------	-----------------------------

Portsmouth	\$118,554,293	22,827	\$5,194
------------	---------------	--------	---------

Nashua	\$456,147,841*	90,343	\$5,050*
--------	----------------	--------	----------

Dover	\$157,339,569	33,705	\$4,668
-------	---------------	--------	---------

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

Yes

Submitted on Mon, 10/27/2025 - 17:39

Submitted by: Anonymous

Submitted values are:

First Name

Elizabeth

Last Name

George

Email

eciesluk@yahoo.com

Address

134 Lincoln Ave

Portsmouth , New Hampshire. 03801

Message

I am writing to request that you change the rescheduled Portsmouth trick or treat date from 10/29 as the whole Portsmouth 8th grade will be away on a school trip.

They planned the trip to get back on Thursday in time to trick or treat and it would be very sad for them to get back and hear they missed it. Might Saturday be possible or any other day?

Thank you for your careful consideration of this matter.

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

Yes

Submitted on Tue, 10/28/2025 - 09:17

Submitted by: Anonymous

Submitted values are:

First Name

Sean

Last Name

Maloney

Email

seanemaloney@gmail.com

Address

570 Union St

Portsmouth, New Hampshire. 03801

Message

Hello,

I saw that Portsmouth is spending \$50k on studying making State Street and Congress Street two way traffic. WHO ASKED FOR THIS? All that will do is cause more traffic. Beyond that why does it need to change? How will that help? And given how poorly the rest of the modifications to the city have gone like the intersection of Bartlett and Cate Street I really don't want to watch another nice feature of our city get messed up again. And I'm sure suddenly we'll need more bike lanes even though most of the town came out against the ones on Middle and Islington Streets yet somehow they are still there. You are already allowing downtown to be completely over-built with no parking. Then there is the whole "walking town" concept you are pushing and allowing. Our city is a sub zero or near zero temperature wind tunnel six months out of the year. That's not "walking city" material. I realize you're probably listening to the people who only live there 3 months out of the year but remember you represent everyone not just the road biking lawyer who donates to you. Stop destroying or allowing to be destroyed everything which made Portsmouth nice. You were elected to administrate not convert the city to your "vision." I travel 6 months out of the year and every time I come home it's gotten worse. Downtown now looks like Malden MA instead of Portsmouth. If any of you has a good explanation as to why things are getting worse and worse please let me know.

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

Yes

Submitted on Tue, 11/04/2025 - 22:11

Submitted by: Anonymous

Submitted values are:

First Name

Susan

Last Name

Frantz

Email

susanfrantz@aol.com

Address

579 Sagamore Ave. , Unit 33
Portsmouth, New Hampshire. 03801

Message

PLEASE let the poor woman who wants to have vinyl siding on her home have it. The simple answer which would seem to be either rezone her out of the Historic District or give her whatever variances are needed. I know where this house is and this is a reasonable and doable request.

The Zoning Board and the Historic District Commission have made a rigid and arbitrary decision..... where is their humanity?

They have given many variances and adjustments for many of the developers in historic downtown projects already (the building ... The Ark design...that was the home of Harvest is an extremely egregious example).

I have lived in Portsmouth for over 20 years and have been dismayed by many of the changes in our town.

I hope these two boards find a way they can live with to help this woman by letting her have vinyl siding on her house ASAP.

Thank you for listening,
Susan Frantz

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

Yes

Submitted on Mon, 11/10/2025 - 16:21

Submitted by: Anonymous

Submitted values are:

First Name

Bess

Last Name

MOSLEY

Email

bessm@comcast.net

Address

302 SPRINGBROOK CIR, # NA
PORTSMOUTH, New Hampshire. 03801-5627

Message

I am happy that I don't have to cast a vote regarding Ms. Raeburn and the Historic District. As a senior citizen, and having once lived in an Historic District, I relate to her situation. It is unfortunate that her contractor did not apply for a permit as I assume would be required and it is not clear to me how soon after the mis-information given to Ms. Raeburn, about her house not being within the district, was corrected. None-the-less, there was no permit and the house is within the Historic District.

I think that what sounds mean is also, sadly, what is fair. Ms. Raeburn's request to have her house removed from the district so that she may proceed with the aluminum siding that she has already received and paid for, has been considered and denied by the Historic District Commission. And then considered and denied again by the Planning Board. As Mr. Lombardi noted, it is "an affront to our land-use boards" to now allow the City Council to consider and decide. It has already been decided by the land-use boards put in place for this very purpose.

Ms. Raeburn apparently is entitled to appeal to the Zoning Board of Adjustment and even to the Superior Court. She is not however entitled to appeal to the Portsmouth's City Council. I hope you will all stand with Mr. Lombardi, Ms. Moreau and Ms. Cook.

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

Yes

Submitted on Wed, 11/12/2025 - 13:12

Submitted by: Anonymous

Submitted values are:

First Name

William

Last Name

Lyons

Email

wm.lyons@comcast.net

Address

62 Mendum Avenue
Portsmouth, New Hampshire. 03801

Message

November 12, 2025

My comments are in support of moving forward on CIP project BI-26-29 for a "Portsmouth Microtransit/Shuttle Loop Feasibility Study. This project was included as unfunded in last year's CIP with staff recommendation to

explore available state and federal funding after background research and work with COAST and the Rockingham Planning Commission.

- The Sustainability Committee proposed this project last year and added again this year as a priority to implement action DTS-4 in the Climate Action Plan (CAP) which is linked to actions DTS-1 and 3 to expand public transit and implement the Bike-Pedestrian Plan.

- o The project reflects citizen input from Portsmouth Climate Action and two Community Climate Conversations on Sustainable Transportation.

- o Transportation is the dominant source of greenhouse gas emissions within Portsmouth at 60%.

- o To meet the 2050 carbon neutrality target, it's critical that the City support safe, affordable, and attractive options to reduce single occupant vehicle trips, increasing from the stark 1% share of trips by public transit in this dense and walkable city facing traffic and parking strains.

- o We can do better – and there are many reasons to do better.

- A microtransit option would provide an innovative approach to public transit with flexible schedules and routes on demand.

- A shuttle loop bus option could be considered separately as a practical and limited first incremental step to attract new bus riders or longer term, in combination with microtransit as a hybrid.

- In addition to supporting implementation of the CAP, a shuttle loop would provide important additional near-term benefits in support of several Portsmouth top priorities:

- o For example, more frequent and direct connections (without current transfers) along the Lafayette/Route 1 corridor between neighborhoods and schools, downtown jobs and hotels, the West End, hospital, Sherburne School and other PHA properties, and C&J, would greatly reduce transportation costs for residents of affordable and other housing to jobs and other destinations.

- o When transportation is added to housing, many households face expenses of over 50% of household income, making Portsmouth unaffordable.

A dollar spent on a bus may be the best investment in affordable housing.

- o A shuttle loop would reduce traffic congestion and parking demand, delay the cost of a third parking garage, and bring residents downtown, particularly those unable or preferring not to drive.

- o A shuttle loop would support car-free tourism. Visitors could arrive from Logan and Boston to C&J at Pease, and connect conveniently to downtown hotels, restaurants, and shops for a “car-free” visit.

- o This is how tourists visit best practice peers like Burlington, Charleston, or Savannah where the city, bus operator, and hotels operate and fund a free fare shuttle loop serving residents and visitors.

- Rather than adding two more years to explore availability of state and federal funds, which are severely limited, there are opportunities to move simply and quickly to begin exploring options.

- o Sustainability Committee members are ready to work with staff to identify best practices and explore options with other interested Committees, the Rockingham Planning Commission, COAST, and other stakeholders.

- o The in-house research could consider federal and state funding sources as well as those from a range of beneficiaries, including private sector contributions to bring employees to work, support “car free tourism,” or provide an amenity for developers to offer residents.

- o A shuttle loop might be a compelling use of parking revenue to bring residents downtown while reducing parking demand, particularly if non-resident rate rise.

- Limited initial research could begin this year and possibly consider a shuttle loop pilot with evaluation. This analysis would provide focused input for an RFP in FY28 to consider long range opportunities and innovations, including a microtransit option.

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

Yes

Submitted on Thu, 11/13/2025 - 10:53

Submitted by: Anonymous

Submitted values are:

First Name

Richard

Last Name

Stammer

Email

rstammer@icloud.com

Address

823, Ocean Blvd
Hampton, New Hampshire. 03842

Message

I follow all the parking issues in Portsmouth and think I understand the situation. I would like to add another issue to the list and a suggested solution. My wife and I love Portsmouth and used to go there at least weekly for dinner, show, shopping etc.. We don't anymore because we cannot walk very far and parking is the issue. I'm sure the parking issue stops many people from patronizing your city. My solution, a large remote parking lot with frequent bus service to the key parts of the city. I realize this costs money and I believe people would be glad to pay for the convenience. Residents could be free or a low monthly rate.

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

Yes

Submitted on Thu, 11/13/2025 - 10:58

Submitted by: Anonymous

Submitted values are:

First Name

Steve

Last Name

Scott

Email

sscott@camdennational.bank

Address

377 Richards Avenue
Portsmouth, New Hampshire. 03801

Message

I can appreciate the comments about parking, except that I think that there is a piece of the puzzle that may be

getting missed. If someone works in downtown Portsmouth, but cannot afford to live in Portsmouth...and works as a server in one of the restaurants...one of the housekeeping workers in one of the hotels, how do you think that hitting them with another cost to work in Portsmouth will help those employers retain those employees? You can readily acknowledge that we have nowhere near the amount of workforce housing that is needed in the city. If you want to just whack the tourists...what happens when they decide not to come because they feel nicked and dimed. (my wife owns a shop in downtown which was negatively affected by the reduced number of Canadian tourists that have come to town due to the increased tariffs.....I realize that tariffs aren't a City Council issue, but it's the reality). Thank you for taking the time to think before acting...and hopefully there'll be some public input.
Steve Scott

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

Yes



ALBACORE PARK

National Historic Landmark site

569 Submarine Way, Portsmouth, NH 03801

603-436-3680 | www.ussalbacore.org



October 17, 2025

Mayor Deaglan McEachern
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor McEachern,

The Portsmouth Submarine and Maritime Association (PSMA), also known as Albacore Park, respectfully submits this request for a zoning change for the property located at 569 Submarine Way, Portsmouth, NH.

PSMA is a nonprofit organization established in 1981 and dedicated to preserving and interpreting the naval and maritime heritage of the Portsmouth region. We are proud stewards of the historic research submarine USS ALBACORE (AGSS-569)—a pioneering vessel that played a vital role in advancing modern submarine design.

As caretakers of the USS *Albacore*, PSMA oversees the management, maintenance, and public display of the submarine, its visitor center, museum, and the surrounding park grounds. Our mission is to honor the legacy of the United States Submarine Force, educate the public on local shipbuilding and naval history, and inspire future generations through engaging learning experiences.

Beyond our preservation work, Albacore Park serves as a hub for community and educational engagement. We host events honoring veterans and active-duty personnel, provide space for military ceremonies and reenactments, and offer maritime- and STEM-focused programs that enrich the public's understanding of naval innovation and service.

Looking ahead, PSMA has developed plans to expand and enhance the visitor experience at Albacore Park through the following initiatives:

- Development of an outdoor museum featuring naval and maritime artifacts.
- Creation of an outdoor science education center to complement our newly established *Center of Excellence* promoting careers in Science, Technology, Engineering, Mathematics (STEM), and the Skilled Trades.
- Establishment of an expanded public-access picnic area for community use.



Portsmouth Submarine & Maritime Association
Fleet Member — Historic Naval Ships Association



These improvements may involve the construction of small accessory structures and/or other ground disturbing activities to support the new uses and amenities.

Currently, Albacore Park is zoned Single Residence B (SRB) and has operated under a variance since its establishment. As the site has no foreseeable intent for single-family residential development, and future enhancements would likely require additional variances, PSMA respectfully requests that the property be rezoned to Gateway Neighborhood Mixed Use Corridor (G1). Additionally, we request that the definition of the G1 zone be amended to include "museum use" as a permitted use by right.

Enclosed for your reference is a site plan of the Albacore Park property. We would welcome the opportunity to discuss this request further with you and the appropriate city staff.

Thank you for your time, consideration, and continued support of Portsmouth's rich maritime legacy.

Sincerely,

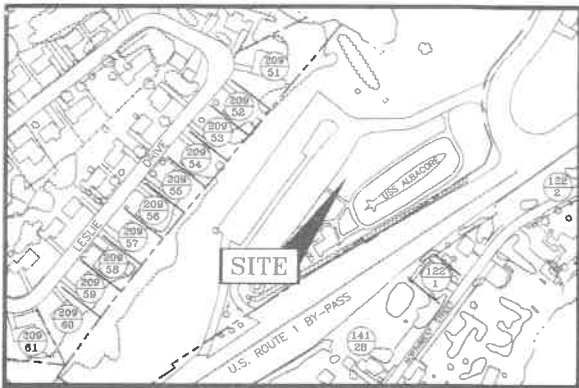


Dean J. Savramis
Executive Director
Portsmouth Submarine and Maritime Association (Albacore Park)
569 Submarine Way
Portsmouth, NH 03801

dsavramis@ussalbacore.org
603-436-3680 x407

Enclosure

373-452.02



LOCATION MAP

SCALE: 1" = 200'

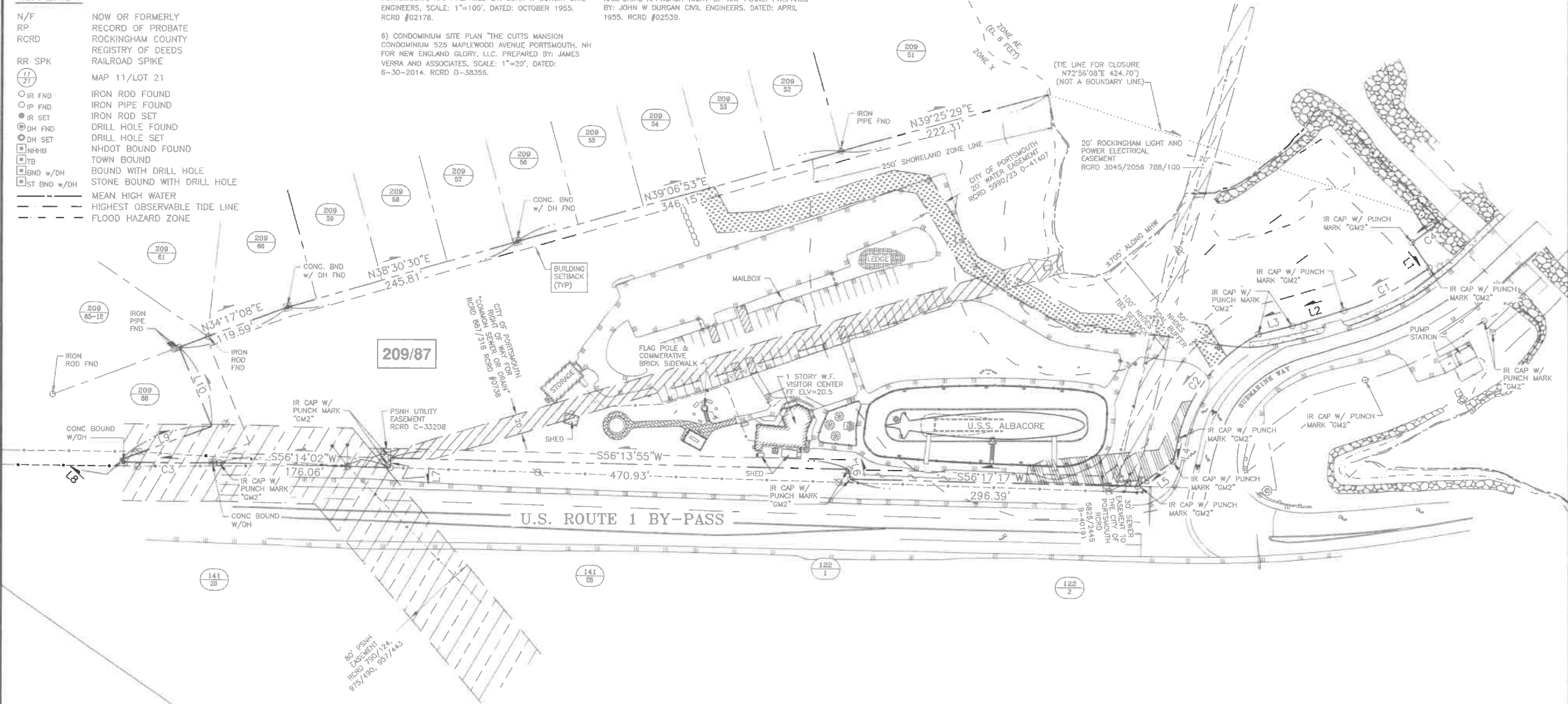
LEGEND:

- N/F NOW OR FORMERLY
RP RECORD OF PROBATE
RCRD ROCKINGHAM COUNTY
REGISTRY OF DEEDS
RR SPK RAILROAD SPIKE
MAP 11/LOT 21
IRON ROD FOUND
IRON PIPE FOUND
IRON ROD SET
DRILL HOLE FOUND
DRILL HOLE SET
NHDOT BOUND FOUND
TOWN BOUND
BOUND WITH DRILL HOLE
STONE BOUND WITH DRILL HOLE
MEAN HIGH WATER
HIGHEST OBSERVABLE TIDE LINE
FLOOD HAZARD ZONE

PLAN REFERENCES:

- 1) LAND OF INTERSTATE BRIDGE AUTHORITY FOR ALBACORE MEMORIAL PARK ROUTE 1-BYPASS PORTSMOUTH, NH. PREPARED BY: RICHARD P MILLETTE AND ASSOCIATES, SCALE: 1"=60', DATED: 11/16/84. RCRD D-13159.
2) STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLANS X-5379(025) NH PROJECT NO. 13455 US ROUTE 1 BYPASS OVER PISCATAQUI RIVER BRIDGE NO. 251/108. PREPARED BY: GM2 ASSOCIATES, SCALE: 1"=20', DATED: JULY 17, 2019. RCRD D-41603.
3) EASEMENT PLAN FOR MUDFLAT & SALT MARSH MITIGATION SITES ALONG INNER INNER CUTTS COVE ADJACENT TO MARKET STREET EXTENSION PORTSMOUTH, NH. PREPARED BY: KIMBALL CHASE FOR BALSAM ENVIRONMENTAL CONSULTANTS, INC., DATED: APRIL, 1994, SCALE: 1"=60'. NOT RECORDED.
4) SITE PLAN FOR MUDFLAT & SALT MARSH MITIGATION SITES ALONG INNER INNER CUTTS COVE ADJACENT TO MARKET STREET EXTENSION PORTSMOUTH, NH. PREPARED BY: KIMBALL CHASE FOR NEW HAMPSHIRE PORT AUTHORITY, DATED: APRIL 14, 1994, SCALE: 1"=60'. NOT RECORDED.
5) PLAN OF BERSUM GARDENS FOR MARGO CONST. CO. PORTSMOUTH, NH. PREPARED BY: JOHN W DURGIN CIVIL ENGINEERS, SCALE: 1"=100', DATED: OCTOBER 1955. RCRD #02178.
6) CONDOMINIUM SITE PLAN "THE CUTTS MANSION" CONDOMINIUM 525 MAPLEWOOD AVENUE PORTSMOUTH, NH FOR NEW ENGLAND GLORY, LLC. PREPARED BY: JAMES VERRA AND ASSOCIATES, SCALE: 1"=20', DATED: 6-30-2014. RCRD D-38355.
7) PORTSMOUTH POWER COMPANY POWER TRANSMISSION LINE ACROSS LAND OF RICHARD H HAM PORTSMOUTH, NH. SCALE: 1"=200', DATED: MARCH 21, 1924. RCRD #0353.
8) CITY OF PORTSMOUTH, NH BOARD OF PUBLIC WORKS LAYOUT OF PROPOSED SEWER ON PROPERTY OF R.H. HAM MAPLEWOOD AVENUE. PREPARED BY: JOHN W DURGIN, SCALE: 1"=200', DATED: FEBRUARY 1929. RCRD #0738.
9) WATER EASEMENT PLAN ACROSS LAND OF ALBACORE TRUST LESLIE DRIVE COUNTY OF ROCKINGHAM PORTSMOUTH, NH. PREPARED BY: RICHARD P MILLETTE AND ASSOCIATES, SCALE: 1"=10', DATED: JULY 26, 1984. RCRD C-12849.
10) EASEMENT PLAN PORT OF PORTSMOUTH MARITIME MUSEUM ASSOCIATION & PUBLIC SERVICE OF NEW HAMPSHIRE ALBACORE PARK PORTSMOUTH, NH, PREPARED BY: WILLIAM T WORMELL, SCALE: 1"=50', DATED: 11/2/05. RCRD C-33208.
11) NEW HAMPSHIRE GAS & ELECTRIC COMPANY PLAN SHOWING REROUTING OF TRANSMISSION LINE ROUTE T503 FROM JACKSON HILL SUB STATION THROUGH POLE T21-5038 SHOWING RIGHT OF WAY CHANGES, SCALE: 1"=40', DATED: 12-9-1939, PLAN Y368A. RCRD #03429.
12) ME NH INTERSTATE BRIDGE AUTHORITY NEW HAMPSHIRE APPROACH RIGHT OF WAY PLANS. PREPARED BY: JOHN W DURGIN CIVIL ENGINEERS, DATED: APRIL 1955. RCRD #02539.

INNER INNER CUTTS COVE



CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	325.00'	98.66'	98.28'	S28°00'59" W	17°23'37"
C2	165.00'	140.18'	136.01'	S01°51'33" W	48°40'43"
C3	2915.00'	98.67'	98.66'	S55°13'39" W	1°56'22"
C4	280.00'	36.07'	36.05'	S17°02'20" W	7°22'52"

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S69°16'14" E	32.00'
L2	S38°45'23" W	57.13'
L3	S40°26'15" W	35.88'
L4	S22°28'48" E	24.15'
L5	S19°49'28" W	45.11'
L6	N46°29'25" W	10.31'
L7	S33°36'34" E	10.00'
L8	N82°03'04" W	3.84'
L9	N34°27'30" E	99.58'
L10	N57°20'18" W	88.89'

NOTES:

- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 209 AS LOT 87.
2) OWNERS OF RECORD:
PORTSMOUTH SUBMARINE MEMORIAL ASSOCIATION
569 SUBMARINE WAY
PORTSMOUTH, N.H. 03801
2532/1623, 5551/1278
3) PARCEL IS PARTIALLY IN SPECIAL FLOOD HAZARD AREA (AE EL. 8) AS SHOWN ON FIRM PANEL 33015C0259F. DATED JANUARY 29, 2021.
4) EXISTING LOT AREA:
302,176 S.F.±
6,9370 AC.±
705'± ALONG MEAN HIGH WATER
5) PARCEL IS LOCATED IN SINGLE RESIDENCE B DISTRICT.
6) DIMENSIONAL REQUIREMENTS:
MIN. LOT AREA: 15,000 S.F.
FRONTAGE: 100 FEET
SETBACKS: FRONT 30 FEET
SIDE 10 FEET
REAR 30 FEET
MAXIMUM STRUCTURE HEIGHT: 35 FEET
MAXIMUM BUILDING COVERAGE: 20%
MINIMUM OPEN SPACE: 40%
7) THE PURPOSE OF THIS PLAN IS TO SHOW THE RESULTS OF A STANDARD BOUNDARY SURVEY OF ASSESSOR'S MAP 209 LOT 87 IN THE CITY OF PORTSMOUTH.
8) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT GNSS OBSERVATIONS.
9) MEAN HIGH WATER SHOWN AT ELEVATION 3.81' (NAVD88) PER NOAA STATION 8419870 SEAWY ISLAND, PORTSMOUTH HARBOR TIDAL DATUM.
10) PARCEL IS BURDENED BY AN 80' WIDE UTILITY EASEMENT TO PUBLIC SERVICE OF NEW HAMPSHIRE, SEE RCRD 790/124, 975/490, 957/443.
11) PARCEL IS BURDENED BY A PUBLIC SERVICE UTILITY EASEMENT "A" SEE RCRD C-33208.
12) PARCEL IS BURDENED BY A 30' SEWER EASEMENT TO THE CITY OF PORTSMOUTH, SEE RCRD 5828/2445 AND RCRD B-40191.
13) PARCEL IS BURDENED BY A 20' WATER EASEMENT TO THE CITY OF PORTSMOUTH, SEE RCRD 5990/23 AND RCRD D-41407.
14) PARCEL IS BURDENED BY A RIGHT OF WAY FOR COMMON SEWER OR DRAIN TO THE CITY OF PORTSMOUTH, SEE RCRD 887/318 AND RCRD #0738.
15) PARCEL IS BURDENED BY A 20' POWER AND ELECTRIC EASEMENT TO ROCKINGHAM LIGHT AND POWER, SEE RCRD 3045/2056 AND 788/100.

AMBIT ENGINEERING, INC.
A DIVISION OF HALEY WARD, INC.

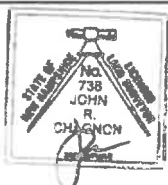
WWW.HALEYWARD.COM

PROJECT

ALBACORE PARK BUILDING ADDITION
569 SUBMARINE WAY PORTSMOUTH, NEW HAMPSHIRE
OWNER: PORTSMOUTH SUBMARINE MEMORIAL ASSOCIATION

TITLE

BOUNDARY PLAN
AMENDED SITE PLAN



DATE	OCTOBER 2023	SCALE	1" = 60'
DRAWN BY	RJB	DESIGNED BY	JRC
CHECKED BY	JRC		
PROJECT NO.	5010373-452.02	FIELD BOOK & PAGE	FB 347 PG 20
SHEET NO.		DWG NO.	

SHEET 1 C1

I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000.

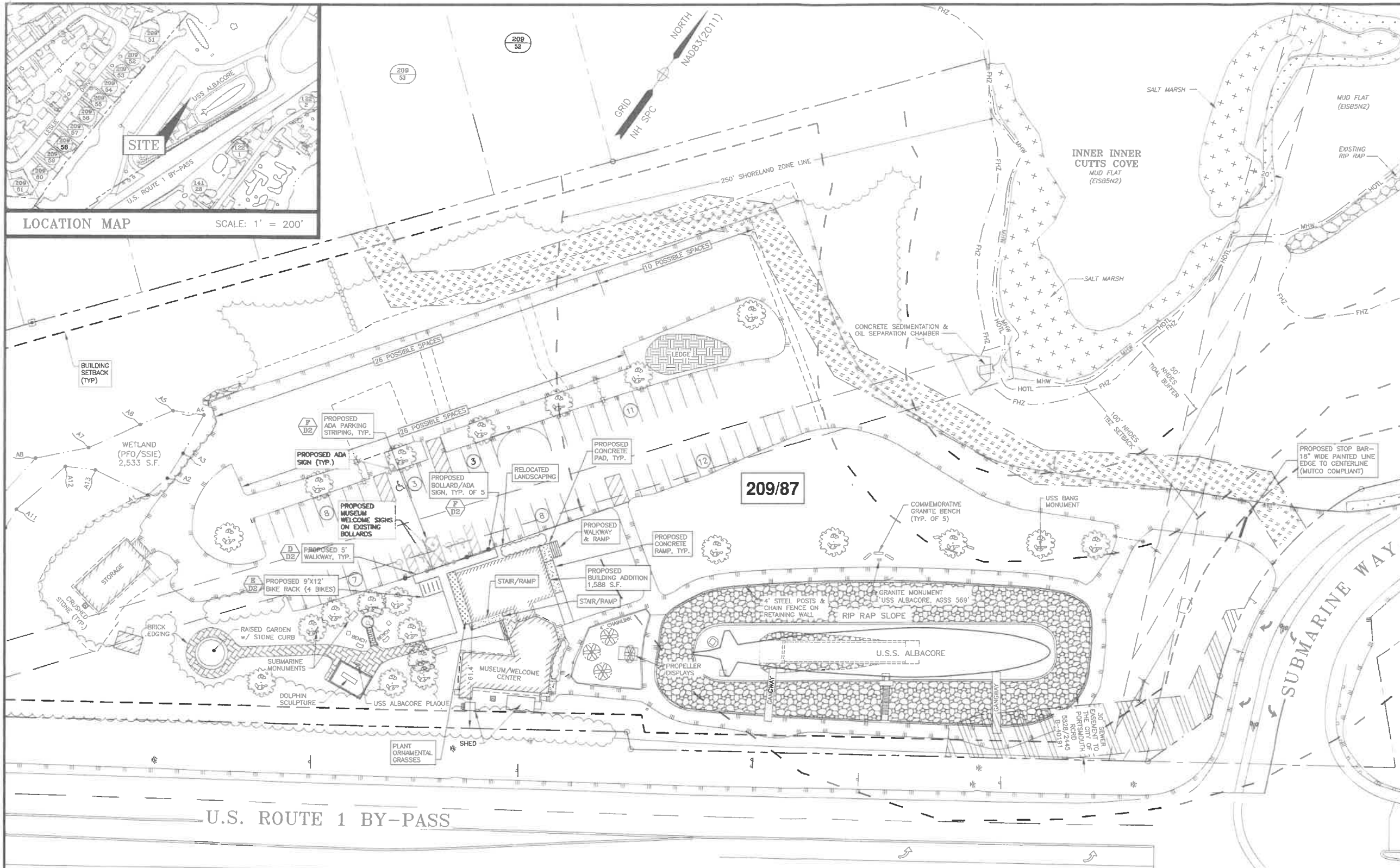
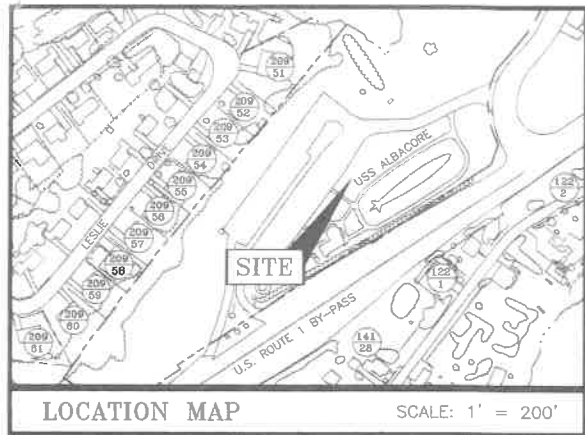
I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

JOHN P. CHAGNON, L.L.S. 738

DATE

4/19/24





- NOTES:**
- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 209 AS LOT 87.
 - 2) OWNERS OF RECORD:
PORTSMOUTH SUBMARINE MEMORIAL ASSOCIATION
569 SUBMARINE WAY
PORTSMOUTH, N.H. 03801
2532/1623, 5551/1278
 - 3) PARCEL IS PARTIALLY IN SPECIAL FLOOD HAZARD AREA (AE, EL. 8) AS SHOWN ON FIRM PANEL 33015C0259F, DATED JANUARY 29, 2021.
 - 4) EXISTING LOT AREA:
302,176 S.F.±
6.9370 AC.±
 - 5) PARCEL IS LOCATED IN SINGLE RESIDENCE B DISTRICT
 - 6) DIMENSIONAL REQUIREMENTS:
MIN. LOT AREA: 15,000 S.F.
FRONTAGE: 100 FEET
SETBACKS: FRONT 30 FEET
SIDE 10 FEET
REAR 30 FEET
MAXIMUM STRUCTURE HEIGHT: 35 FEET
MAXIMUM BUILDING COVERAGE: 20%
MINIMUM OPEN SPACE: 40%
 - 7) THE PURPOSE OF THIS PLAN IS TO SHOW THE PROPOSED MUSEUM BUILDING ADDITION ON ASSESSOR'S TAX MAP 209 LOT 87 IN THE CITY OF PORTSMOUTH. ADDITION TO BE OVER CRAWL SPACE.
 8. ADD MOTION ACTIVATED BUILDING MOUNTED DARK SKY LIGHTS TO ILLUMINATE THE NEW WALKWAYS.
 9. CONTRACTOR TO PROVIDE SHOP DRAWINGS OF PROPOSED CONCRETE BUILDING EXIT PADS, CONCRETE RAMPS, AND STEPS TO ENGINEER & ARCHITECT PRIOR TO CONSTRUCTION.
 10. ADA PARKING SPACE REQUIREMENT:
TOTAL SPACES: 119
REQUIRED ADA: 5

LEGEND:

N/F	NOW OR FORMERLY
RP	RECORD OF PROBATE
RCRD	ROCKINGHAM COUNTY
	REGISTRY OF DEEDS
11/21	MAP 11 / LOT 21
---	BOUNDARY
- - -	SETBACK
○	RAILROAD SPIKE FOUND
○	IRON ROD/PIPE FOUND
○	DRILL HOLE FOUND
○	STONE/CONCRETE BOUND FOUND
○	RAILROAD SPIKE SET
○	IRON ROD SET
○	DRILL HOLE SET
○	GRANITE BOUND SET

5	02/06/25	ADA PARKING	EDS	JRC
4	03/20/24	FOR RECORDING	SJR	JRC
3	12/22/23	ADA PARKING SIGNAGE	SJR	JRC
2	12/5/23	PARKING VARIANCE	SJR	JRC
1	11/20/23	ISSUED FOR TAC APPROVAL	SJR	JRC
0	11/7/23	ISSUED FOR COMMENT	RJB	JRC
No.	DATE	DESCRIPTION	BY	CHK.

RECORDING PLAN

AMBIT ENGINEERING, INC.
A DIVISION OF HALEY WARD, INC.

200 Griffin Road, Unit 3
Portsmouth, NH 03801
603.430.9282

WWW.HALEYWARD.COM

PROJECT

ALBACORE PARK BUILDING ADDITION
569 SUBMARINE WAY PORTSMOUTH, NEW HAMPSHIRE
OWNER: PORTSMOUTH SUBMARINE MEMORIAL ASSOCIATION

**BOUNDARY PLAN
AMENDED SITE PLAN**

DATE OCTOBER 2023 **SCALE** 1" = 30'

DRAWN BY OMS **DESIGNED BY** JRC **CHECKED BY** JRC

PROJECT No. 5010373-452.02 **FIELD BOOK & PAGE** FB 347 PG 20

SHEET No. **SHEET 2** **DWG No.** **C2**

APPROVED BY THE PORTSMOUTH PLANNING BOARD

CHAIRMAN _____ **DATE** _____

GRAPHIC SCALE

30 0 50 100 120 FEET METERS

**ZONING BOARD OF
ADJUSTMENT APPROVAL:**

REQUEST TO CONSTRUCT AN ADDITION TO THE EXISTING BUILDING TO SUBSTANTIALLY INCREASE THE USE WHICH REQUIRES THE FOLLOWING:

1. VARIANCE FROM SECTION 10.440 USE #3.40 TO ALLOW A MUSEUM WHERE THE USE IS NOT PERMITTED.

APPROVAL GRANTED: OCTOBER 17, 2023.

CONDITIONS OF APPROVAL:

1. ALL CONDITIONS ON THIS PLAN SHALL REMAIN IN EFFECT IN PERPETUITY PURSUANT TO THE REQUIREMENTS OF THE SITE PLAN REVIEW REGULATIONS.
2. THIS SITE PLAN SHALL BE RECORDED IN THE ROCKINGHAM COUNTY REGISTRY OF DEEDS.
- 2.1 THE APPLICANT WILL PROVIDE DOCUMENTATION THAT IT HAS ISSUED AND RECORDED A LICENSE AUTHORIZING THE CITY TO UTILIZE ITS EXISTING WATER LINE EASEMENT, THE TERMS AND CONDITIONS TO BE APPROVED BY THE PLANNING & SUSTAINABILITY DIRECTOR.
3. ALL IMPROVEMENTS SHOWN ON THIS SITE PLAN SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE PLAN BY THE PROPERTY OWNER AND ALL FUTURE PROPERTY OWNERS. NO CHANGES SHALL BE MADE TO THIS SITE PLAN WITHOUT THE EXPRESS APPROVAL OF THE PORTSMOUTH PLANNING DIRECTOR.

ZONING DATA	REQUIRED	PROPOSED
DIMENSIONAL REQUIREMENTS		
MIN. LOT AREA	15,000 S.F.	302,176 S.F.
FRONTAGE	100 FEET	>100 FEET
SETBACKS		
	FRONT 30 FEET	62 FEET
	SIDE 10 FEET	>10 FEET
	REAR 30 FEET	>30 FEET
MAXIMUM STRUCTURE HEIGHT	35 FEET	TO CONFORM
MAXIMUM BUILDING COVERAGE	20%	1%
MINIMUM OPEN SPACE	40%	>40%

SPECIAL EXCEPTION FOR MUSEUM USE - GRANTED 10/17/2023



Receipt Date:

NOV 07 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.

Initial Application

Committee: Cable and Broadband Internet Commission

Name: James L. Wilson (Jim)

Telephone: (208) 546-9457

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: (208) 546-9457

Street address: 4 Freedom Cir. Apt.29, Portsmouth, NH 03801

Mailing address (if different): _____

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

jim.wilson.personal@gmail.com

How long have you been a resident of Portsmouth? Since 1975 with various gaps

Occupational background:

High Tech Software Development; Product/Market/Business Management; Corporate Strategy



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:

Software technology development / management - PC spreadsheets (Lotus); Java Application Servers (Brightline);
Internet technology development / management - mobile video (RealNetworks); content delivery network (RealNetworks); public key infrastructure (Lotus); distributed infrastructure (Lotus); ecommerce (IBM)

Corporate Market Management / Business Strategy (Lotus)(IBM)

<https://www.linkedin.com/in/jimwilson/>

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

Reasons for wishing to serve: _____

Establish Portsmouth as an exemplar municipality for resilient, forward-facing digital infrastructure.

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

None

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

1. Professional - Rajesh Khera (425) 260-0700

Name, address, telephone number

2. Personal - Dan Butcher (603) 970-0766

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: _____

JAMES L. WILSON

Date: _____

07-Nov-2025

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

Created: 2/18/25



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information.
Please submit resume' along with this application.

Committee: Economic Development Commission Initial applicant

Name: Wendy H. Courteau-Clement Telephone: 603-534-4845

Could you be contacted at work? ☒ YES / ☐ NO If so, telephone # 603-436-7007

Street address: 45 Market St. Portsmouth, NH 03801

Mailing address (if different): _____

Email address (for clerk's office communication): Wendyclement10@comcast.net

How long have you been a resident of Portsmouth? 5 yrs.

Occupational background:

Owner of Kennedy Gallery and Custom Framing, and art
gallery and Custom Frame Shop on Market St. Portsmouth.
Own and manage 2 building on Market Street.

Please list experience you have in respect to this Board/Commission:

I have owned and operated a retail business in
Portsmouth for over 34 years and also manage
commercial properties, including multiple apartments.
My experience renovating a historic Market Street building
has given me a deep appreciation for balancing
Preservation with economic growth.

6/27/2012



In short: I bring the Perspective of a longtime business owner,
Property Mgr. and Community Steward Committed to
Portsmouth's Continued Viability.

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES/NO

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

Reasons for wishing to serve: I was honored to be invited to serve and view this as a chance to give back to the community that has supported me for so many years. I want to help ensure Portsmouth remains a vibrant and welcoming place for residents, visitors and businesses, and I believe serving on the EDC is a meaningful
Please list any organizations, groups, or other committees you are involved in: Way to contribute
Art. Round Town - founding member.
Recently on the board of the Chamber Collaborative of Greater Portsmouth. (I am no longer serving)

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

1) Jeff Carlisle, 111 Bow St. Portsmouth, 603-566-4871
Name, address, telephone number

2) Pat Honegran, Market St. business, 1-603-205-2314
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; 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. Application will be kept on file for one year from date of receipt.

Signature: [Signature] Date: 9/17/25

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes No

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

6/27/2012



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.
Please submit resume' along with this application.*

Committee: Safe Water Advisory Group

Initial applicant

Name: Daniel Finan

Telephone: (978) 320-6898

Could you be contacted at work? ☒ YES ☐ NO If so, telephone # (978) 320-6898

Street address: 555 Greenland Road Portsmouth NH 03801 United States

Mailing address (if different): _____

Email address (for clerk's office communication): dsfinan@gmail.com

How long have you been a resident of Portsmouth? Over 20 years

Occupational background:

I am a licensed Professional Engineer with over 30 years of experience in water and wastewater engineering, including design, permitting, operations support, and capital program management. My career has centered on protecting public health and water resources and started with service as a water engineer in the Peace Corps and multiple humanitarian missions with the Red Cross to address access to safe water in response to natural disasters. For the past 13 years, I have been a project manager for Veolia Water where I have managed water treatment plant operations and currently manage capital improvement projects at water and wastewater facilities in the northeast.

Please list experience you have in respect to this Board/Commission:

I am very familiar with issues associated with safe drinking water and treatment technologies to achieve compliance

I was the operations manager of the Gloucester MA water and wastewater facilities from 2012 to 2020 and was responsible for drinking water compliance and I am knowledgeable for the Disinfection Byproducts Rules and continually evolving PFAS testing and requirements.

I have a strong understanding of the cost of compliance as it relates to operations, capital improvements, and ultimately user rates.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES NO

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

Reasons for wishing to serve: _____

As a Portsmouth resident and parent, I have a personal and professional commitment to ensuring safe drinking water and I have long been interested in opportunities to become more involved in our community. Having spent my career ensuring access to safe drinking water and I feel my technical expertise will allow me to assist in achieving SWAGS mission to make sound policy decisions based on understanding the latest technologies and regulatory changes.

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

American Water Works Association, Member

New England Works Association, Member

New England Water Environment Association, Member

Engineers Without Borders, NH Chapter

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

1) Ryan Pettigrew, 46 Harvard Street, Portsmouth NH. 603-969-3239

Name, address, telephone number

2) Justin Gray, 14 White Horse Dr, Rye, NH 603-682-5026

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; 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. Application will be kept on file for one year from date of receipt.

Signature: _____

Date: 10/31/2025

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes X No _____

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

6/27/2012



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

re APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information
Please submit resume' along with this application*

Committee: Zoning Board of Adjustment Renewing applicant

Name: Thomas Nies Telephone: 603-205-4081

Could you be contacted at work? YES ☐ NO ☒ If so, telephone

Street address: 419 Richards Avenue, Portsmouth

Mailing address (if different): _____

Email address (for clerk's office communication): tnies@aol.com

How long have you been a resident of Portsmouth? 44 years

Occupational background:

U.S. Coast Guard, 1976-1997: specializing in offshore operations

New England Fishery Management Council, 1997-2023: Staff Analyst and
Executive Director

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

Reasons for wishing to continue serving: _____
I enjoy the challenge of applying zoning regulations in a thoughtful
manner so that owners can make the best use of their property, while
balancing the owner's plans with the interests of the public.

OVER
➔

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

Zoning Board of Adjustment; Gundalow Company Volunteer

Marine Resource Education Project: teaching fishermen how to understand and influence regulations.

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

1) Kurt Kasik, 441 Richards Ave, 603-234-0947

Name, address, telephone number

2) Richard Hartley, 452 Richards Ave #1, 603-502-7694

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; 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. Application will be kept on file for one year from date of receipt.

Signature: Thomas A. Nies Digitally signed by Thomas A. Nies
Date: 2025.10.24 12:43:43 -04'00' Date: 10/24/2025

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: _____

Annual Number of Meetings: _____ Number of Meetings Absent: _____

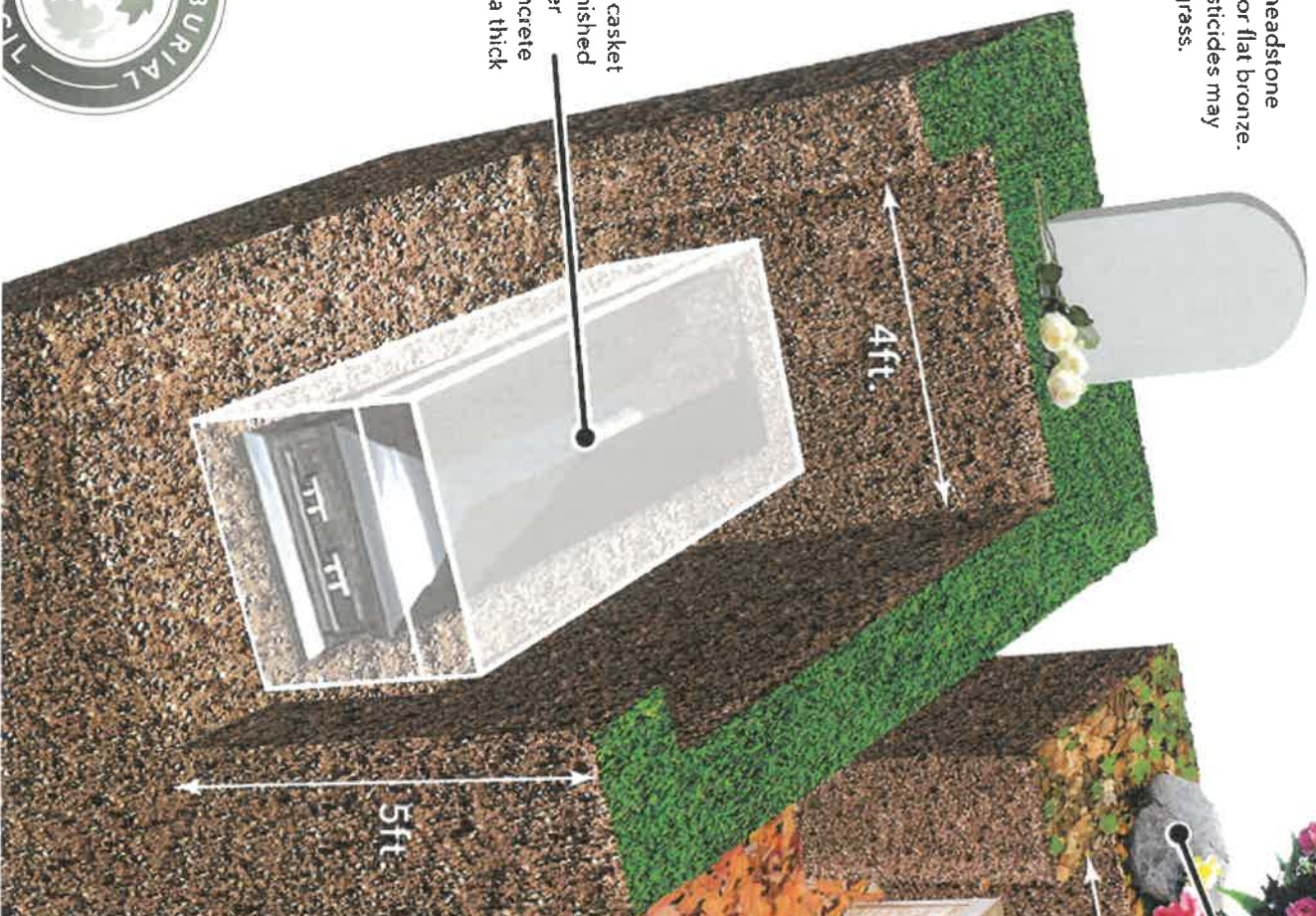
Date of Original Appointment: _____

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

CONVENTIONAL BURIAL

Burials use formaldehyde embalming and long-lasting caskets and burial vaults. Burial density 1,200 per acre.

A **conventional grave site**, often landscaped and well-maintained, features a large headstone made of granite or flat bronze. Fertilizer and pesticides may be used on the grass.

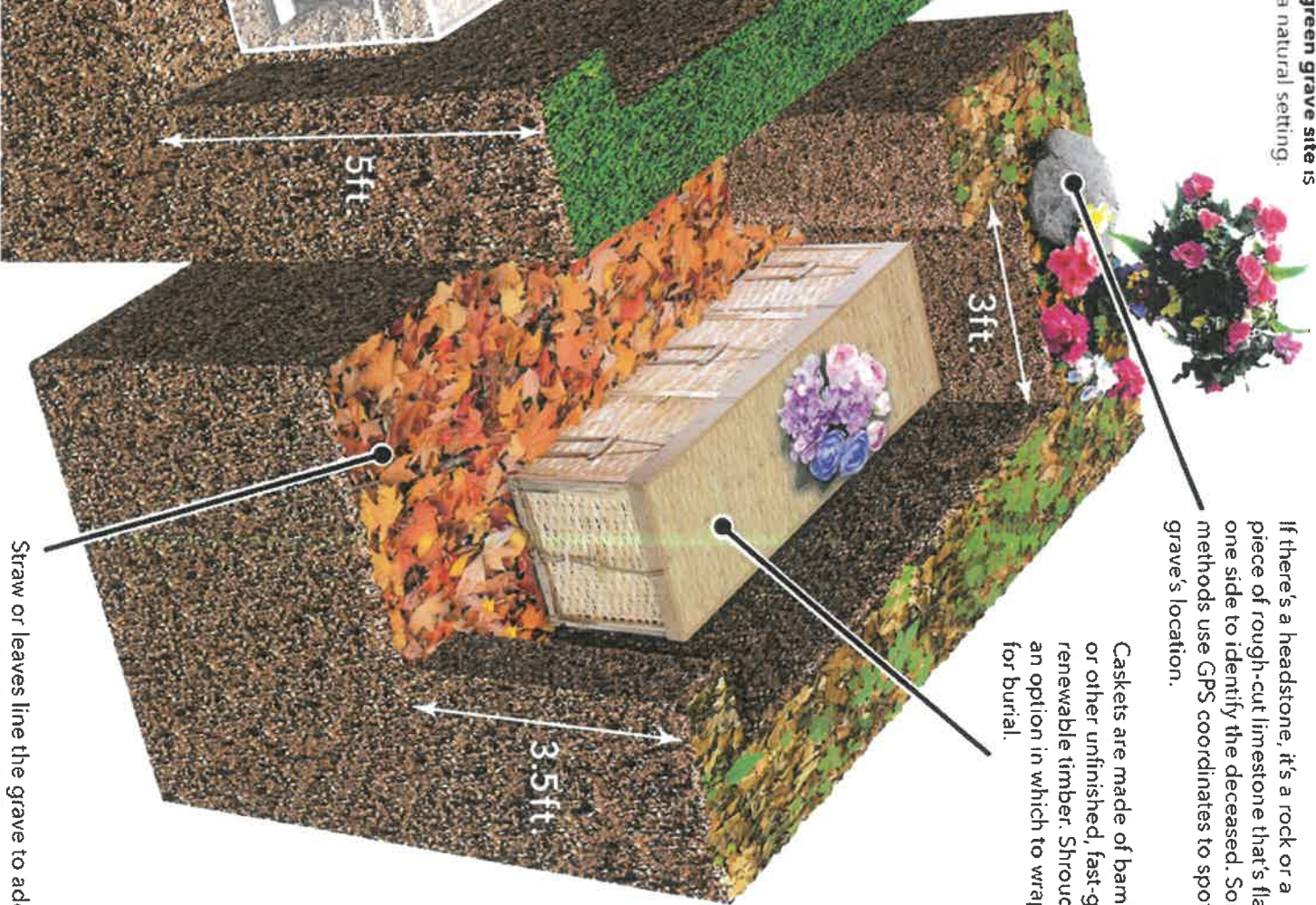


Below ground, a casket made of steel, finished wood and copper rests inside a concrete vault capped by a thick concrete lid.

NATURAL BURIAL

The natural, or green, burial method uses no embalming fluid or a formula that is not formaldehyde-based. Burial density limited to 500 per acre.

A **green grave site** is in a natural setting.



If there's a headstone, it's a rock or a piece of rough-cut limestone that's flat on one side to identify the deceased. Some methods use GPS coordinates to spot a grave's location.

Caskets are made of bamboo, wicker or other unfinished, fast-growing and renewable timber. Shrouds are also an option in which to wrap the body for burial.

Straw or leaves line the grave to add



BI-26-PL-29: Microtransit Study

Department(s)	Planning and Sustainability Department
Project Location	Citywide
Project Justification	Sustainability
Project Website	N/A
Planning Documents/Studies	N/A

Project Description: This project is a feasibility study for expanded public transit using Microtransit, a Shuttle Loop Bus, or a hybrid approach for \$100,000 using available funds from federal or state programs. If state or federal funding is not available after FY28, the City is to provide funding to develop the feasibility study.



Impact on the Operating Budget	Negligible (<\$5,001)
Personnel	N/A
Non-Personnel Line-Items	N/A

Notes of Changes in Funding Plan from FY26-31 CIP:

This project was held over from the FY26 CIP due to a lack of Federal Funding available.

Evaluation Criteria & Prioritization	
Priority: A (needed within 0 to 3 years)	
CORE FUNCTION	
Responds to Federal or State Requirement	
Addresses a Public Health or Safety Need	
Alleviates Substandard Conditions or Deficiencies	
Eligible for Matching Funds with Limited Availability	Y
FINANCIAL BENEFIT	
Timing or Location Coordinate with Synergistic Project	
Reduces Long-Term Operating Costs	
Identified in Planning Document or Study	Y
COMMUNITY PLAN OR IMPROVEMENT	
Improves Quality of or Provides Added Capacity to Existing Services	
Provides Incentive for Economic Development	Y
Responds to a Citywide Goal or Submitted Resident Request	Y

Project Funding	FY27	FY28	FY29	FY30	FY31	FY32	Totals 27-32
Capital Outlay (GF)	33%						\$100,000
Federal/State	67%	\$100,000	\$100,000				\$200,000
Bond/Lease	0%						\$0
Other	0%						\$0
Revenues	0%						\$0
PPP	0%						\$0
Totals		\$100,000	\$100,000	\$100,000	\$0	\$0	\$300,000

Policies Compliance	
Percent for Art	
Cultural Plan	
Community Health Plan	
Complete Streets	
Climate Action Plan	Y
Green Building Policy	

CITY OF PORTSMOUTH CITY COUNCIL POLICY No. 2025-
MUNICIPAL ARTS & CULTURAL BANNER PROGRAM POLICY

WHEREAS: The City's Arts & Cultural institutions contribute to the City's vitality and generate significant revenue for the City every year. Approximately \$71 MM in revenue was contributed to the City during 2022, as shown in the recent AFTA Study;

WHEREAS: The key factor driving attendance at arts & cultural events is awareness;

WHEREAS: Given the significant economic impact of these events, the City of Portsmouth wishes to make available resources to help drive awareness of and attendance at arts and cultural events, and support the financial health of its arts and cultural institutions;

WHEREAS: A municipal arts and cultural banner program that permits the temporary affixation of donated banners to City lamp posts would enrich its arts and cultural institutions by highlighting special arts and cultural events, notify citizens of community-based cultural, educational, and civic events, including City sponsored and co-sponsored events;

THEREFORE: To accomplish these goals, the City Council authorizes the City Manager to design and implement a Municipal Arts and Cultural Banner Program, if economically feasible, that allows for the temporary affixation of donated banners to City light posts at certain designated locations throughout the downtown area and other appropriate heavy traffic corridors leading in and out of downtown Portsmouth.

SCOPE: Entities eligible to donate banners for display shall be limited to community-based nonprofit organizations and arts and cultural institutions that promote the public good. Banners shall only be for the promotion of arts & cultural institutions, individuals, or themes.

PROGRAM: This Program shall establish a consistent, transparent, and fair process for selecting and displaying donated art and cultural banners on municipal property in a cost effective manner, while prioritizing public safety and maintaining community aesthetics.

DISCLAIMER: This policy is intended to govern the display of art and cultural banners donated to the City on municipal property. The City does not intend to create a public forum for the expression of ideas or opinions, and banner displays shall not be used for political or commercial messages. The City reserves the right to deny any donation application that does not meet the policy's and program's criteria.

PARKING and TRAFFIC SAFETY COMMITTEE

ACTION SHEET

8:30 A.M. – November 6, 2025

City Hall Conference Room A

PRESENT: **Members:** Chairman Andrew Bagley, Public Works Director Peter Rice, Fire Chief William McQuillen, Deputy Police Chief Mike Maloney, Stefanie Casella Planning Department, Mark Syracuse, Erica Wygonik, Jane Mitchell-Pate, Mary Lou McElwain, Alternate Barbara Sadick

City Staff: City Engineer Eric Eby, Parking Director Ben Fletcher, Project Manager Tyler Reese, Administrative Assistant Jefferson Lane

ACTION ITEMS FOR CITY COUNCIL
• <u>Woodbury Avenue</u>, voted to approve revised traffic calming plan.

- **Roll Call**

- **Financial Report: Voted** to accept the financial report dated September 30th, 2025.

- **Public Comment Session:** Justin Richardson (Woodbury Avenue traffic calming), Tyler Garzo (Woodbury Avenue & citywide traffic calming), Patrick Pickford Sr. (South Street traffic speeds), Alice Wahl (Woodbury Avenue traffic calming).

- **48 Langdon Street, request for permission to construct new driveway near McDonough Street intersection, as shown on Site Layout Plan C-03, revised 9/9/25, by TF Moran.** Voted to approve construction of new driveway for property at 48 Langdon Street, as shown on Site Layout Plan C-03, revised 9/9/25, by TF Moran.

- **Woodbury Avenue, update on proposed traffic calming plan, by DPW.** Voted to approve revised traffic calming plan for Woodbury Avenue.

- **Police monthly accident report:** Informational; no action required.

- **Maplewood Avenue bridge update:** Informational; no action required.

- **Middle Street/Miller Avenue/Summer Street intersection update:** Informational; no action required.

- **2 Russell Street update:** Informational; no action required.

Respectfully submitted by: Jefferson Lane

PARKING and TRAFFIC SAFETY COMMITTEE
PORTSMOUTH, NEW HAMPSHIRE

CITY HALL CONFERENCE ROOM A
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also had the opportunity to join the meeting via
Zoom*

8:30 AM

November 6th, 2025

MINUTES

I. CALL TO ORDER

Chairman Andrew Bagley called the meeting to order at 8:30 AM.

II. ATTENDANCE

Members Present:

Chairman Andrew Bagley
Public Works Director Peter Rice
Fire Chief William McQuillen
Deputy Police Chief Mike Maloney
Stefanie Casella, Planning Department
Vice Chairwoman Erica Wygonik
Jane Mitchell-Pate
Mark Syracuse
Mary Lou McElwain
Barbara Sadick (Alternate, not voting)

Members Absent:

None

City Staff Present:

Eric Eby, City Engineer
Ben Fletcher, Parking Director
Tyler Reese, Project Manager
Jefferson Lane, DPW Administrative Assistant

III. FINANCIAL REPORT

[00:05:28] Peter Rice moved to accept the financial reports dated September 30th, 2025. The motion was seconded by Mark Syracuse. Following a brief discussion of parking garage pass logistics, the motion passed unanimously.

IV. PUBLIC COMMENT (15 MINUTES)

[00:12:32] There were four speakers: Justin Richardson, 586 Woodbury Avenue, spoke in favor of the proposed Woodbury Avenue traffic calming measures; Tyler Garzo, 62 McKinley Road, spoke about traffic calming on Woodbury Avenue, as well as city-wide measures, specific to

raised road bumps; Patrick Pickford Sr., Sheridan Avenue, voiced concerns about traffic speed on South Street; Alice Wahl, 633 Woodbury Avenue, stated she is present for the Woodbury Avenue presentation and may have questions later.

V. PRESENTATIONS

There were no presentations.

VI. NEW BUSINESS

(No public comment during Committee discussion without Committee approval.)

There was no new business to report.

VII. OLD BUSINESS

- A. [00:23:07] 48 Langdon Street, request for permission to construct new driveway near McDonough Street intersection, as shown on Site Layout Plan C-03, revised 9/9/25, by TF Moran. Mary Lou McElwain moved to approve construction of new driveway for property at 48 Langdon Street, as shown on Site Layout Plan C-03, revised 9/9/25, by TF Moran, seconded by Peter Rice. Eric Eby opened discussion with a baseline overview of the proposed changes. A mixed discussion ensued, primarily focusing on the impact to street parking on Langdon, as well as whether this driveway needed to be under the purview of PTS, given it follows the rules of a standard driveway permit. With the motion still on the floor, a roll call vote six in favor, two against, and one abstention—the motion passing.
- B. [00:38:47] Woodbury Avenue, update on proposed traffic calming plan, by DPW. Peter Rice moved to approve revised traffic calming plan for Woodbury Avenue, seconded by Erica Wygonik. Following an introduction of the plan by Eric Eby, Peter Rice then moved to suspend committee rules to re-open public comment, seconded by Mary Lou McElwain. The motion passed unanimously. Public comment ensued: Alice Wahl, 633 Woodbury Avenue, expressed concerns about new signage obstructing visibility. Tyler Garzo, 62 McKinley Road, relayed comments emailed by resident Matt Glenn, citing concerns of cyclist and pedestrian safety with the existing plan. Justin Richardson, 586 Woodbury Avenue, raised design concerns about the intersection with Rockingham Avenue. Stacey Szmyt, 690 Woodbury Avenue, questioned the possibility of increased calming measures between the Maplewood and Rockingham intersections. Chairman Bagley closed public comment. Returning to the original motion of approving revised traffic calming plan for Woodbury Avenue, the committee continued a brief deliberation. Following a vote, the motion passed unanimously.

VIII. INFORMATIONAL

- A. [00:57:53] Police monthly accident report
- B. [00:58:10] Maplewood Avenue bridge update
- C. [00:58:38] Middle Street/Miller Avenue/Summer Street intersection update
- D. [00:58:59] 2 Russell Street update

IX. MISCELLANEOUS

- A.** [00:59:23] Status of Elwyn Park project
- B.** [01:00:24] Stop sign at Marcy Street/Mechanic Street
- C.** [01:00:47] Inquiry on Legal Department being able to identify the PTS Committee's purview reviewing site plans in the future.
- D.** [01:01:35] Question about who standardizes driveway widths in the City.
- E.** [01:04:44] Inquiry on resident parking within municipal lots.

X. ADJOURNMENT

[01:05:53] Mary Lou McElwain moved to adjourn, seconded by Peter Rice. The motion passed unanimously. Chairman Andrew Bagley adjourned the meeting at 9:32 AM.

Respectfully submitted,
Jefferson Lane
Administrative Assistant II, Department of Public Works

PORTSMOUTH POLICE COMMISSION

MEMORANDUM

DATE: NOVEMBER 6, 2025
TO: KAREN CONARD, CITY MANAGER
FROM: KATE COYLE, PORTSMOUTH POLICE COMMISSION CHAIR
MARK D. NEWPORT, CHIEF OF POLICE
RE: TWO DONATIONS

On behalf of Chair Kate Coyle~

At the October 27, 2025, Police Commission meeting, the Board of Police Commissioners approved and accepted the following donations:

DONATIONS:

- a. A \$687.50 check from Flatbread Portsmouth, raised through a fundraiser hosted by the Portsmouth Police Explorer Program. These funds are aimed to support the program's mission.**
- b. A \$100 unsolicited cash donation from an anonymous passerby to support the Portsmouth Police Department.**

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their November 17th, 2025, meeting. We respectfully request this item be placed on the City Council meeting agenda for the regular City Council meeting.

Respectfully submitted,



Jacqueline D. Burnett
Office of the Chief

copy: PPD Business Office

09/23/2025

Chief Newport,

A bit of an unusual "donation" for you to consider.

Enclosed you will find one \$100.00 bill which was given to Officer Nick Young while parked in cruiser parking on September 21, 2025. An anonymous passerby approached Officer Young and thanked him for his service. He attempted to give Officer Young a \$100.00 bill as a show of appreciation. Officer Young advised the male he could not take the gift. The male crumpled the bill inside a napkin and essentially tossed it inside Officer Young's open window. Please do with the donation as you see fit.

Best,

Roland Dupuis

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:	11-6-25
Department/ Contact Person:	Police Department/Chief Newport & Jackie Burnett
Donation Amount:	\$687.50 (check) \$100 (cash) ((total: \$787.50))

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

The check from Flatbread is for the Portsmouth Police Explorer's Program.
The cash was intended for use by the Portsmouth Police Department, general fund.

Is there a particular purpose intended with this donation:

No particular purpose outlined – for general use/needs of the Explorer's Program (aka Police Cadet Program) and the Police Department.

Other Information/Special Conditions:

A letter is attached outlining how the PD came into possession of the anonymous cash donation.

Donor #1 : Check for Police Explorer's Program

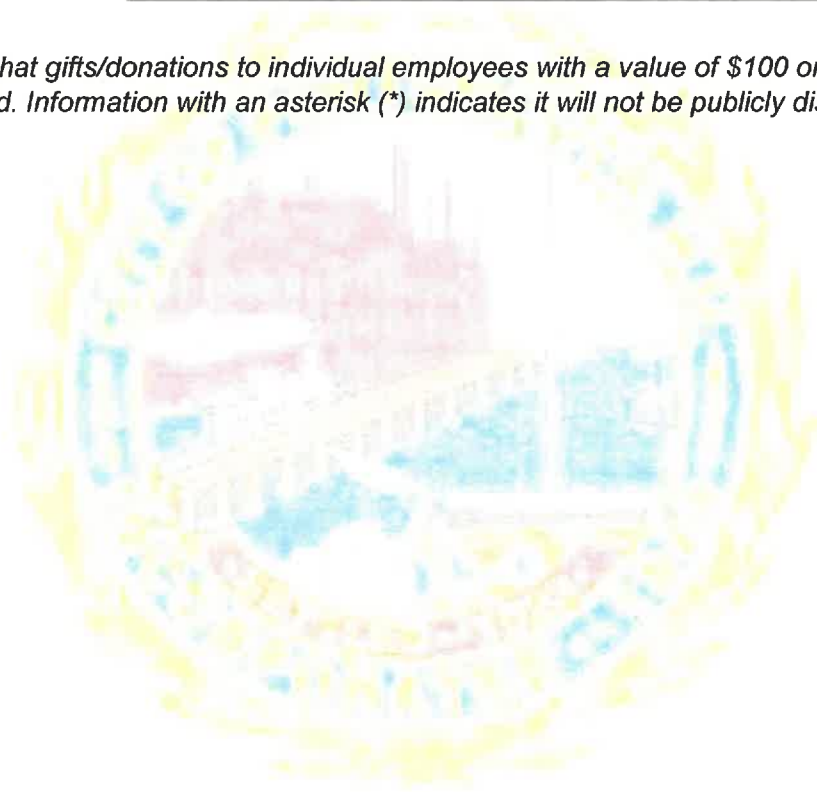
First & Last Name:	NA
Business Name:	Flatbread Portsmouth
Address*:	138 Congress St, Portsmouth, NH 03801
Phone*:	603-436-7888
Email*:	NA

Gift and Donation Submission Form

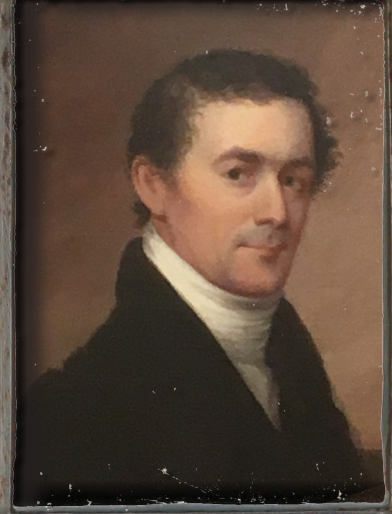
Donor #2 : Cash for Portsmouth Police Department

First & Last Name:	Anonymous Passerby
Business Name:	NA
Address*:	NA
Phone	NA
Email*	NA

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.*



Arts & Culture Abound!



City of Portsmouth, NH

FY2025 Monthly Financial Summary Report
Month Ending June 30, 2025 - 100.0% of Fiscal Year

Table of Contents

	Page #
General Terms and Information	1
General Fund	
Budget and Estimated Revenues	2
Budget vs. YTD Actual Expenditures	3
Estimated Revenues vs. YTD Actual	5
Enterprise Funds	
Budget and User Rates for Enterprise Funds	8
Water Fund Budget vs. YTD Actual Expenditures	9
Water Fund Revenues	10
Sewer Fund Budget vs. YTD Actual Expenditures	11
Sewer Fund Revenues	12
Parking and Transportation Fund	
Budget vs. YTD Actual Expenditures	13

Financial Documents

The City prepares several annual financial documents that are available on the City's Website.

www.portsmouthnh.gov/Finance

Capital Improvement Plan (CIP) - A six-year long-term plan for major capital projects.

Annual Proposed Budget Document - The proposed budget document for all appropriated City Funds: General, Water, Sewer, Parking & Transportation, Community Development, Stormwater, Indoor Pool, Community Campus, and Prescott Park.

Annual Comprehensive Financial Report (ACFR) - This report is compiled by the Finance Department and audited by an external independent auditing firm. It is composed of three sections: Introductory, Financial Statements, and Statistical.

Popular Annual Financial Report (PAFR) - This document is intended to extract financial results from the Annual Comprehensive Financial Report and convey in an easy to read and understand format highlighting pertinent financial information including expenditures, revenues, fund balance, debt service, and capital asset investment for Governmental and Proprietary Funds.



General Terms and Information

The Monthly Financial Summary Report is submitted in accordance with section 7.15 of the City Charter. This report prepared by the Finance Department provides a summary of the Fiscal Year 2025 Estimated Revenues vs. Year-to-Date Actuals and Budgeted Expenditures vs. Year-to-Date Actuals.

This report is intended to update the reader on the status of revenues and expenditures to date. It is important to note that this information is unaudited and the numbers provided are not final. At anytime, adjusting entries may be made after the submission of this report.

The Funds included in this report are:

General Fund - Expenditures for services provided by the Police, Fire, School and General Government Departments. The primary sources of revenue for the General Fund are: property taxes, unrestricted state revenue sharing grants, and fees for services rendered.

Enterprise Fund - *Water Division* - Accounts for the operation of a water treatment plant, City wells and water system. *Sewer Division* - Accounts for the operation of two sewer treatment plants, pumping stations and sewer lines. The activities of both of these funds are self-supporting based on user charges.

Special Revenue Fund - The Parking & Transportation Special Revenue Fund accounts for operations of the City's parking facilities, parking enforcement, parking meter operations and parking administration funded by revenues generated from these parking activities.

General Terms

Annualized Expenditures - General Fund only. The Police, Fire, School, and General Government departments appropriate a predetermined amount for Health Insurance premiums and Leave at Termination. In July of each year, the total budget is transferred to the stabilization funds from which the liabilities are paid. These transfers are noted on page 4 of this report. For detailed information on Health Insurance Stabilization Fund and Leave at Termination Stabilization Fund, please refer to the FY2025 Proposed Annual Budget on the City's website.

Encumbrances - Used to record the estimated amount of purchase orders, contracts, or salary commitments chargeable to an appropriation.

Full Accrual Basis of Accounting - A basis of accounting in which revenues are recognized in the accounting period in which they are earned, and expenses are recognized in the period in which they are incurred.

Cash Requirements - The cash basis of accounting is a method of recording accounting transactions for revenue and expenses only when the corresponding cash is received or payments are made.

GENERAL FUND - FISCAL YEAR 2025

The General Fund Budget represents: appropriations for the *Operating Budget* (services provided by the General Government, Police, Fire, and School Departments), the *Non-Operating Budget* (Debt Service, County Tax, Overlay, Capital Outlay), and other non-operating expenditures not associated with individual departments.

OPERATING BUDGET

- ☐ Fire Department
- ☐ Police Department
- ☐ School Department
- ☐ General Government Departments:
 - General Administration
Mayor/City Manager, City Clerk, Legal, Human Resources, Information Technology, Economic and Community Development, and other General Administration
 - Finance and Administration
Accounting, Assessing, Purchasing, Tax Collection, and Billing
 - Regulatory Services
Planning, Inspection, Health Departments
 - Public Works
 - Community Services
Recreation & Senior Services, Public Library, Welfare, Outside Social Services

NON-OPERATING BUDGET

- ☐ Debt Service Payment
- ☐ Overlay
- ☐ Capital Outlay
- ☐ County Tax
- ☐ Contingency
- ☐ Rolling Stock
- ☐ SBITA

The FY25 annual budget is a balanced budget in which total anticipated revenues equal budgeted appropriations.

FY 2025 GENERAL FUND BUDGET

ESTIMATED REVENUES

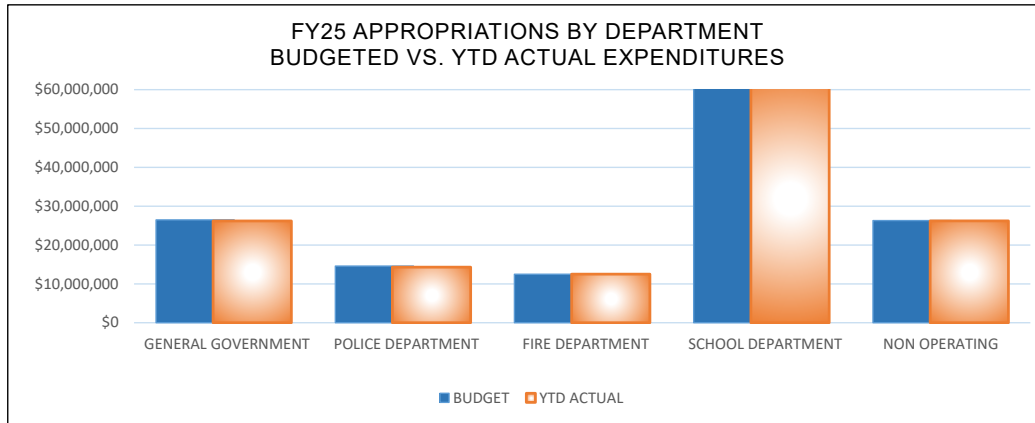
	Approved	% of Total
Local Fees, Licenses, Permits	\$ 2,474,600	1.7%
Other Local Sources	12,061,532	8.3%
Net Parking Revenues	2,500,000	1.7%
Interest/Penalties	2,489,800	1.7%
School Tuition/Other	6,964,600	4.8%
Intergovernmental Revenues	5,445,027	3.8%
Use of Fund Balance	2,700,000	1.9%
Estimated Property Tax	110,225,788	76.1%
	<u>\$ 144,861,347</u>	<u>100%</u>

BUDGETED EXPENDITURES

	Approved	% of Total
Municipal	\$ 26,470,064	18.3%
Police	14,586,704	10.1%
Fire	12,507,527	8.6%
School	64,061,713	44.2%
Collective Bargaining	-	0.0%
Transfer to Indoor Pool	200,000	0.1%
Transfer to Prescott Park	262,930	0.2%
Transfer to Community Campus	465,355	0.3%
Non-Operating	26,307,054	18.2%
	<u>\$ 144,861,347</u>	<u>100%</u>

GENERAL FUND EXPENDITURES - BUDGETED vs. YTD ACTUAL

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR



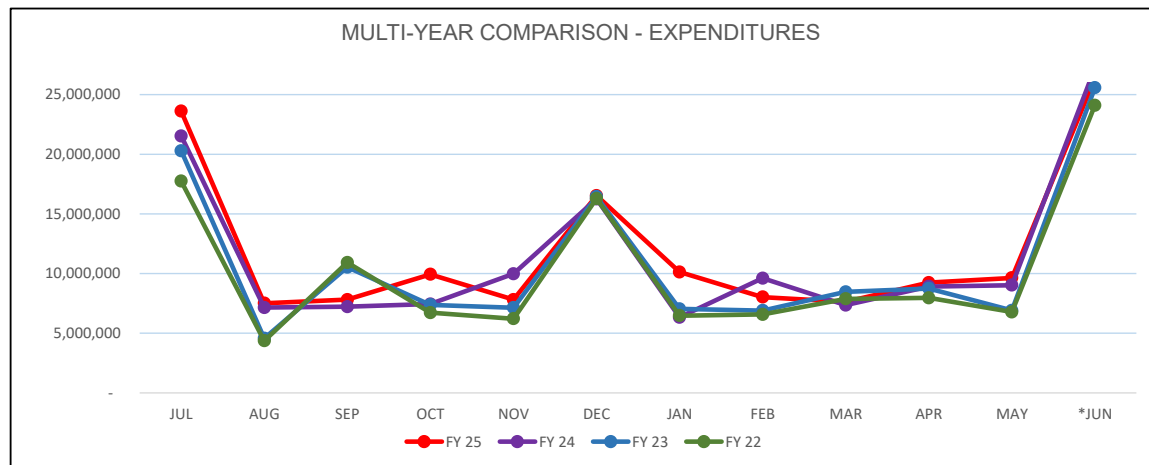
GENERAL FUND	APPROPRIATION	PERIOD EXPENDITURES	ENCUMBRANCES	YTD ACTUAL EXPENDITURES (WITH ENC)	YTD BALANCE REMAINING	% ENC/ EXPENDED
OPERATING						
GENERAL GOVERNMENT	26,470,064	2,177,687	263,135	26,198,173	271,891	99%
POLICE DEPARTMENT	14,586,704	1,139,460	196,561	14,305,801	280,904	98%
FIRE DEPARTMENT	12,507,527	1,102,496	127,305	12,507,007	520	100%
SCHOOL DEPARTMENT	64,061,713	9,706,653	4,782	64,060,965	748	100%
COLLECTIVE BARGAINING	-	-	-	-	-	-
*TRANSFER TO OTHER FUNDS	928,285	-	-	928,285	-	100%
TOTAL OPERATING	118,554,293	14,126,297	591,784	118,000,231	554,062	100%
NON-OPERATING						
DEBT SERVICE	14,284,300	9,252,494	-	14,191,972	92,328	99%
COUNTY TAX	5,730,000	(96,090)	-	5,730,000	-	100%
CAPITAL OUTLAY	1,638,000	101,503	1,281,001	1,638,000	-	100%
OTHER NON-OPERATING	4,654,754	128,977	958,467	4,656,412	(1,658)	100%
TOTAL NON-OPERATING	26,307,054	9,386,883	2,239,467	26,216,384	90,670	100%
TOTAL	144,861,347	23,513,180	2,831,251	144,216,614	644,733	100%

* TRANSFER TO INDOOR POOL, PRESCOTT PARK, AND COMMUNITY CAMPUS

July
Annualized
Expenditures
transfer out from
Departments to the
Leave at
Termination and
Health Insurance
Stabilization Funds.

December
County Tax Bill is
due.

December & June
Majority of Bond
Payments are due.



*June includes YE Encumbrances

FISCAL YEAR	JUL	AUG	SEP	OCT	NOV	DEC
FY 25	23,609,021	7,509,292	7,815,250	9,929,459	7,816,130	16,529,756
FY 24	21,522,860	7,147,423	7,220,230	7,448,879	9,975,659	16,254,429
FY 23	20,287,198	4,569,619	10,531,919	7,378,917	7,143,760	16,451,472
FY 22	17,738,540	4,361,281	10,926,992	6,719,189	6,214,851	16,285,946

FISCAL YEAR	JAN	FEB	MAR	APR	MAY	*JUN with YE encumbrances
FY 25	10,130,527	8,030,866	7,628,201	9,237,843	9,635,837	26,344,432
FY 24	6,335,624	9,613,342	7,354,120	8,917,694	9,026,190	27,220,462
FY 23	7,033,703	6,897,986	8,459,313	8,753,911	6,905,893	25,570,833
FY 22	6,472,582	6,573,355	7,875,895	7,959,747	6,777,907	24,097,235

GENERAL FUND DETAIL DEPARTMENT EXPENDITURES

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR

	APPROPRIATION	PERIOD EXPENDITURES	ENCUMBRANCES	YEAR TO DATE EXPENDITURES (WITH ENCUMBRANCES)	BALANCE REMAINING	% ENC/EXPENDED
GENERAL GOVERNMENT						
SALARIES	12,223,925	1,002,652	-	11,940,087	283,838	98%
PART TIME SALARIES	1,207,945	112,335	-	990,486	217,459	82%
OVERTIME	393,000	32,082	-	479,021	(86,021)	122%
LONGEVITY	84,020	-	-	81,073	2,947	96%
* LEAVE AT TERMINATION	350,000	-	-	350,000	-	100%
* HEALTH STABILIZATION FUND	2,209,576	-	-	2,209,576	-	100%
HEALTH PREMIUM STIPEND	38,000	5,725	-	25,517	12,483	67%
RETIREMENT	1,706,491	138,105	-	1,680,238	26,253	98%
OTHER BENEFITS	1,476,778	103,423	-	1,390,473	86,305	94%
OTHER OPERATING	6,780,329	783,365	263,135	7,051,702	(271,373)	104%
GENERAL GOVERNMENT TOTAL	26,470,064	2,177,687	263,135	26,198,173	271,891	99%
*Annualized Expenditures	(2,559,576)	-	-	(2,559,576)	-	-
Net total	23,910,488	2,177,687	263,135	23,638,597	271,891	99%
POLICE DEPARTMENT						
SALARIES	7,308,116	488,855	-	6,507,508	800,608	89%
PART TIME SALARIES	190,447	13,781	-	210,042	(19,595)	110%
OVERTIME	718,984	91,938	-	1,210,170	(491,186)	168%
HOLIDAY	249,625	15,817	-	229,743	19,882	92%
LONGEVITY	56,125	-	-	56,359	(234)	100%
STIPENDS	171,094	72,620	-	144,944	26,150	85%
SPECIAL DETAIL	97,484	34,492	-	87,438	10,046	90%
* LEAVE AT TERMINATION	180,203	-	-	180,203	-	100%
* HEALTH INSURANCE	1,711,360	-	-	1,711,360	-	100%
HEALTH PREMIUM STIPEND	16,250	5,000	-	18,500	(2,250)	114%
RETIREMENT	2,326,054	190,483	-	2,269,307	56,747	98%
OTHER BENEFITS	566,628	31,561	-	499,779	66,849	88%
OTHER OPERATING	994,334	194,914	196,561	1,180,448	(186,114)	119%
POLICE DEPARTMENT TOTAL	14,586,704	1,139,460	196,561	14,305,801	280,904	98%
*Annualized Expenditures	(1,891,563)	-	-	(1,891,563)	-	-
Net total	12,695,141	1,139,460	196,561	12,414,238	280,904	98%
FIRE DEPARTMENT						
SALARIES	5,186,397	407,389	-	5,014,938	171,459	97%
PART TIME SALARIES	31,079	5,551	-	39,796	(8,717)	128%
OVERTIME	1,602,948	198,315	-	1,768,055	(165,107)	110%
HOLIDAY	223,462	33,846	-	213,235	10,227	95%
LONGEVITY	32,423	-	-	30,084	2,339	93%
CERTIFICATION STIPENDS	414,459	31,495	-	396,660	17,799	96%
* LEAVE AT TERMINATION	120,084	-	-	120,084	-	100%
* HEALTH INSURANCE	892,822	-	-	892,822	-	100%
HEALTH PREMIUM STIPEND	192,529	44,873	-	165,414	27,115	86%
RETIREMENT	2,257,092	202,286	-	2,236,360	20,732	99%
OTHER BENEFITS	780,327	18,122	-	756,331	23,996	97%
OTHER OPERATING	773,905	160,618	127,305	873,226	(99,321)	113%
FIRE DEPARTMENT TOTAL	12,507,527	1,102,496	127,305	12,507,007	520	100%
*Annualized Expenditures	(1,012,906)	-	-	(1,012,906)	-	-
Net total	11,494,621	1,102,496	127,305	11,494,101	520	100%
SCHOOL						
SALARIES	33,683,541	6,360,712	-	33,415,956	267,585	99%
* LEAVE AT TERMINATION	300,000	-	-	300,000	-	100%
* HEALTH INSURANCE	9,963,182	-	-	9,963,182	-	100%
RETIREMENT	6,080,541	1,160,096	-	5,868,723	211,818	97%
WORKERS COMPENSATION	164,124	-	-	139,275	24,849	85%
OTHER BENEFITS	3,771,192	579,382	-	3,480,246	290,946	92%
OTHER OPERATING	10,099,133	1,606,462	4,782	10,893,585	(794,452)	108%
SCHOOL DEPARTMENT TOTAL	64,061,713	9,706,653	4,782	64,060,965	748	100%
*Annualized Expenditures	(10,263,182)	-	-	(10,263,182)	-	-
Net total	53,798,531	9,706,653	4,782	53,797,783	748	100%
NON-OPERATING						
DEBT SERVICE	14,284,300	9,252,494	-	14,191,972	92,328	99%
COUNTY TAX	5,730,000	(96,090)	-	5,730,000	-	100%
CAPITAL OUTLAY	1,638,000	101,503	1,281,001	1,638,000	-	100%
OTHER NON-OPERATING	4,654,754	128,977	958,467	4,656,412	(1,658)	100%
NON-OPERATING TOTAL	26,307,054	9,386,883	2,239,467	26,216,384	90,670	100%
COLLECTIVE BARGAINING CONTINGENCY	-	-	-	-	-	-
TRANSFER TO INDOOR POOL	200,000	-	-	200,000	-	100%
TRANSFER TO COMMUNITY CAMPUS	465,355	-	-	465,355	-	100%
TRANSFER TO PRESCOTT PARK	262,930	-	-	262,930	-	100%
TOTAL GENERAL FUND	144,861,347	23,513,180	2,831,251	144,216,614	644,733	100%

Annualized Expenditures: Transfers to Leave at Termination and Health Insurance Stabilization Funds.

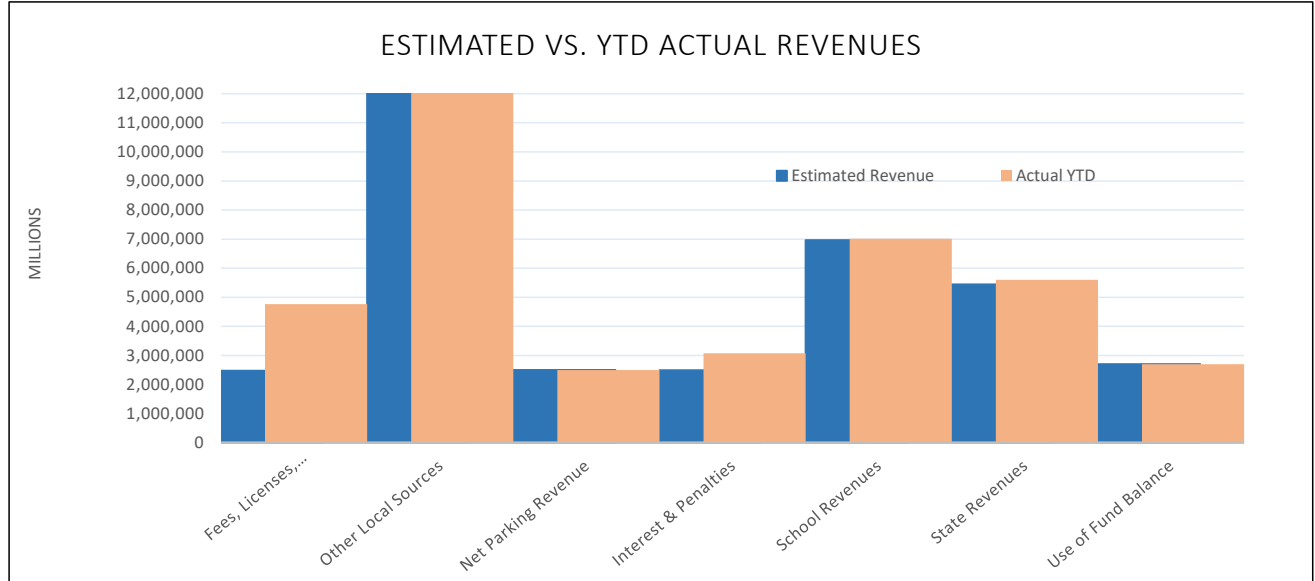
Other Benefits: Dental Insurance, Social Security, Medicare, life/disability, and contractual allowances.

Other Operating: Telephone, postage, office supplies, utilities, sand & salt, professional services, legal expenses, and other operating expenditures.

Other Non-Operating: Rolling Stock, IT upgrade and equipment replacement, contingency, overlay, SBITA, etc.

GENERAL FUND REVENUES

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR

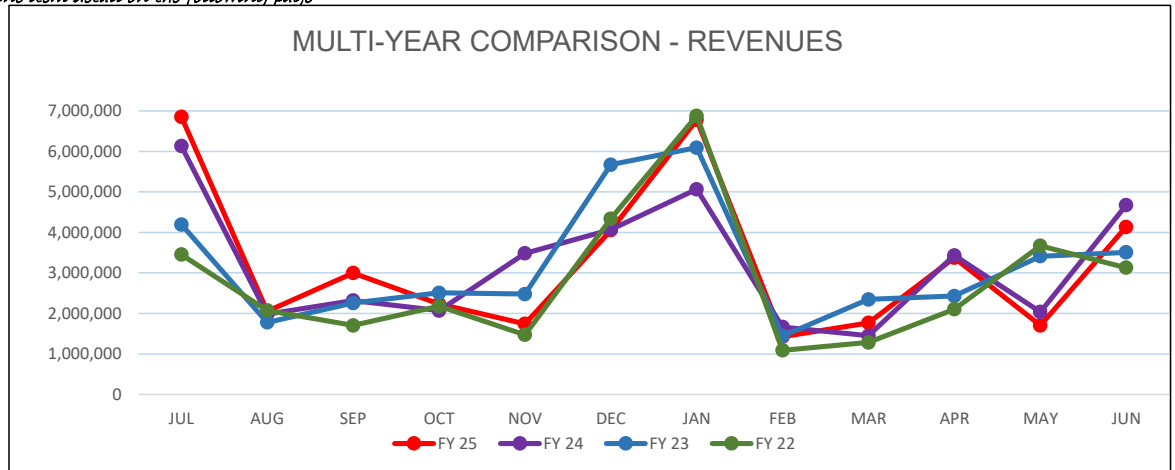


REVENUES LESS PROPERTY TAX				
	ESTIMATED REVENUES	% OF TOTAL	YTD RECEIVED	% RECEIVED
Fees, Licenses, Permits	2,474,600	7%	4,760,912	192%
Other Local Sources	12,061,532	35%	13,472,122	112%
Net Parking Revenue	2,500,000	7%	2,500,000	100%
Interest & Penalties	2,489,800	7%	3,077,810	124%
School Revenues	6,964,600	20%	7,015,861	101%
State Revenues	5,445,027	16%	5,600,024	103%
Use of Fund Balance	2,700,000	8%	2,700,000	100%
TOTAL	\$ 34,635,559	100%	\$ 39,126,729	113%

Line item detail on the following page

July
Annualized Use
of Fund Balance
and ARPA
posted.

January
Annualized
Tuition posted.



FY	JUL	AUG	SEP	OCT	NOV	DEC
FY 25	6,853,647	2,053,158	2,998,102	2,231,251	1,744,082	4,054,683
FY 24	6,131,752	1,980,126	2,320,774	2,069,875	3,485,741	4,071,817
FY 23	4,197,325	1,778,885	2,255,331	2,509,608	2,478,122	5,673,534
FY 22	3,453,354	2,073,368	1,704,610	2,178,509	1,473,505	4,340,600

FY	JAN	FEB	MAR	APR	MAY	JUN
FY 25	6,780,480	1,426,596	1,768,467	3,375,014	1,704,709	4,136,539
FY 24	5,067,799	1,665,876	1,451,755	3,432,786	2,037,240	4,672,539
FY 23	6,094,525	1,443,756	2,346,319	2,431,485	3,411,537	3,506,944
FY 22	6,880,265	1,088,571	1,283,909	2,104,005	3,669,849	3,129,389

GENERAL FUND

DETAILED REVENUE REPORT

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR

	ESTIMATED	PERIOD RECEIPTS	YTD RECEIPTS	%
FINANCE				
PROPERTY TAXES	110,225,788	(56,972)	111,626,038	101%
PROPERTY TAX-ABATED	0	(2,391,281)	(2,870,684)	0%
TOTAL PROPERTY TAXES	110,225,788	(2,448,253)	108,755,354	99%
LOCAL FEES, LICENSES, PERMITS				
OTHER FEES	13,000	1,177	14,356	110%
OTHER LICENSES	20,000	1,535	6,230	31%
PLANNING BOARD/BOA/SITE REVIEW	180,000	16,289	203,793	113%
BUILDING PERMITS	1,605,000	183,604	3,721,616	232%
POLICE ALARMS	30,000	3,250	33,475	112%
EXCAVATION PERMITS	75,000	(1,650)	71,375	95%
FLAGGING PERMIT	20,000	1,100	19,325	97%
SOLID WASTE	76,000	10,881	105,453	139%
BLASTING PERMIT	100	0	370	370%
NEW DRIVEWAY PERMIT	500	0	600	120%
OUTDOOR POOL	40,000	5,949	51,342	128%
RECREATION DEPARTMENT	275,000	21,637	365,654	133%
BOAT RAMP FEES	20,000	5,092	23,319	117%
RECREATION RENTALS	10,000	3,378	42,146	421%
HEALTH FOOD PERMITS	110,000	2,491	101,860	93%
TOTAL LOCAL FEES, LICENSES AND PERMITS	2,474,600	254,733	4,760,912	192%
OTHER LOCAL SOURCES				
TIMBER TAX	100	4	62	62%
PAYMENTS IN LIEU OF TAXES	250,000	3,500	319,506	128%
MUNICIPAL AGENT FEES	74,000	7,194	81,543	110%
MOTOR VEHICLE FEES	5,300,000	506,002	6,088,028	115%
TITLE APPLICATIONS	9,000	1,028	10,378	115%
RECREATIONAL VEHICLE REGISTRATION	15,000	2,560	17,972	120%
PDA AIRPORT DISTRICT	2,650,000	(22,611)	2,451,250	92%
WATER/SEWER OVERHEAD	1,852,932	154,411	1,852,932	100%
SALE - MUNICIPAL PROP	6,000	0	21,980	366%
MISC REVENUE	70,000	55,420	356,403	509%
DOG LICENSES	17,000	1,223	15,060	89%
MARRIAGE LICENSES	2,200	217	1,967	89%
CERTIFICATES-BIRTH	30,000	2,750	30,912	103%
RENTAL OF CITY PROPERTY	100,000	2,621	159,958	160%
RENTAL OF CITY HALL COM	0	0	1,856	0%
CABLE FRANCHISE FEE	360,000	0	357,902	99%
POLICE HAND GUN PERMITS	300	10	240	80%
POLICE OUTSIDE DETAIL	260,000	43,680	320,404	123%
AMBULANCE FEES	1,050,000	197,105	1,367,450	130%
WELFARE DEPT REIMBURSEMENT	15,000	4,728	16,321	109%
TOTAL OTHER LOCAL SOURCES	12,061,532	959,843	13,472,122	112%

GENERAL FUND

DETAILED REVENUE REPORT

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR

PARKING REVENUES

PARKING METER FEE	4,400,000	470,163	5,143,247	117%
METER SPACE RENTAL	160,000	5,280	123,034	77%
CHARGING STATION	17,500	1,986	21,124	121%
PARKING AREA SERVICE AGREEMENT	52,000	4,340	12,140	23%
HANOVER TRANSIENT	2,350,000	216,441	2,195,881	93%
HANOVER PASSES	1,168,800	152,067	1,226,745	105%
HANOVER PARKING SIGN PERMIT	0	0	50	0%
FOUNDRY PL TRANSIENT	430,000	58,307	622,482	145%
FOUNDRY PL PASSES	523,500	46,745	509,027	97%
PASS REINSTATEMENT	750	15	180	24%
FOUNDRY PL PASS REINSTATEMENT	750	0	195	26%
PARKING VIOLATIONS	1,000,000	139,144	1,461,925	146%
IMMOBILIZATION ADMIN FEE	6,000	300	7,950	133%
TOTAL PARKING REVENUES	10,109,300	1,094,787	11,323,980	112%
TRANSFER TO PARKING FUND	(7,609,300)	(1,848,788)	(8,823,980)	116%
NET PARKING REVENUES FOR GENERAL FUND	2,500,000	(754,001)	2,500,000	100%

INTEREST & PENALTIES

INTEREST ON TAXES	170,000	13,128	150,456	89%
INTEREST ON INVESTMENT	2,319,800	251,342	2,927,354	126%
TOTAL INTEREST & PENALTIES	2,489,800	264,470	3,077,810	124%

SCHOOL REVENUES

TUITION	6,954,600	3,341,497	7,011,762	101%
OTHER SOURCES	10,000	275	4,099	41% *
TOTAL SCHOOL REVENUES	6,964,600	3,341,772	7,015,861	101%

INTERGOVERNMENTAL REVENUES

ROOMS AND MEALS TAX	2,080,000	0	2,232,998	107%
HIGHWAY BLOCK GRANT	441,000	0	442,998	100%
SCHOOL BLDG AID	740,973	0	740,974	100%
ARPA	2,183,054	0	2,183,054	100%
TOTAL STATE REVENUES	5,445,027	0	5,600,024	103%

USE OF FUND BALANCE

USE OF FUND BALANCE	1,000,000	0	1,000,000	100%
RESERVE FOR DEBT	1,600,000	0	1,600,000	100%
RESERVE FOR TAX ASSESSMENT APPRAISALS	100,000	0	100,000	100%
TOTAL USE OF FUND BALANCE	2,700,000	0	2,700,000	100%

TOTAL GENERAL FUND REVENUE	144,861,347	1,618,564	147,882,083	102%
-----------------------------------	--------------------	------------------	--------------------	-------------

*SchoolCare Dental & Workers' Compensation premium reimbursements from prior year

ENTERPRISE FUNDS

Enterprise Funds are supported by user fees and are used to account for ongoing organization and activities which are similar to those often found in the private sector. The City of Portsmouth maintains two Enterprise Funds: Water and Sewer.

Each Enterprise Fund prepares its budget and financial statements using a *Full Accrual Basis of Accounting* however annual user rates are calculated based on the *Cash Requirements* needed to run the day-to-day operations to pay for capital needs and debt service.

Fiscal Year 2025 Annual Budget

Water Fund

Full Accrual Budget	\$ 13,022,597
Cash Requirements	\$ 13,934,649

Sewer Fund

Full Accrual Budget	\$ 22,522,370
Cash Requirements	\$ 25,655,365

User Rate Structure - Fiscal Year 2025

Both water and sewer rate structures are based on a two-tier inclining rate, meaning, the first 10 units (a unit is 100 cubic feet of water or 748 gallons) of water consumed each month are billed using one rate, and water consumed greater than 10 units per month is billed at a higher rate.

Water Fund	
	cost per unit of water
First 10 units	\$5.02
Greater than 10 units	\$6.04

Sewer Fund	
<i>Sewer charges are based on water consumption</i>	
	cost per unit of water
First 10 units	\$17.32
Greater than 10 units	\$19.05

Water Meter Charge		
Meter charges are based on meter size		
Meter Size	Monthly Rate	
5/8"	\$4.95	
3/4"	\$4.95	
1"	\$8.27	
1 1/2"	\$14.25	
2"	\$22.91	
3"	\$36.26	
4"	\$68.74	
6"	\$120.27	
8"	\$168.01	
10"	\$252.02	

Water Irrigation User Rate	
Irrigation charges are based on a three-tier inclining rate structure	
First 10 units or less	\$6.04
Over 10 and up to 20 units	\$11.41
Over 20 units	\$14.08

Descriptions of Revenue Fees

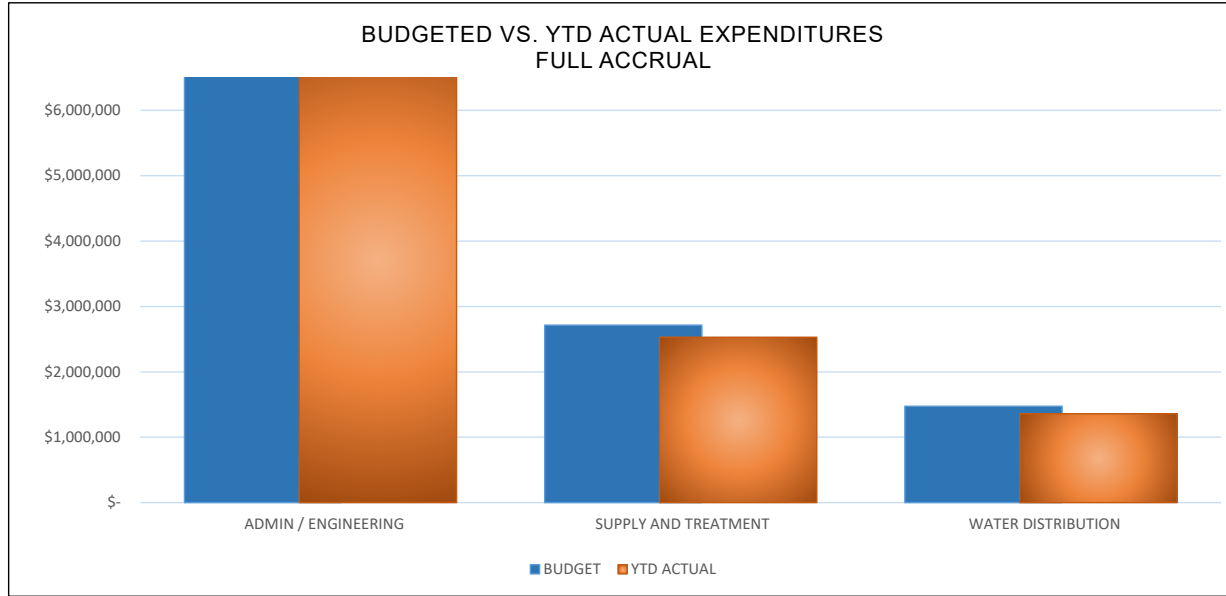
Water and Sewer Revenues are comprised of many Revenue fees. Below is a description of each Revenue fee associated with each Enterprise Fund.

Water Revenue Fees
- <i>Water Consumption Fees</i> : Revenues based on water consumption
- <i>Other Charges</i> : Meter fees, hydrant rental, utility revenue, fire services, job worked, backflow testing, capacity use surcharge
- <i>Air Force Operations</i> : Air Force reimbursement for operations at Pease Well
- <i>Other Financing Sources</i> : Interest on investments, interest only for special agreements
- <i>Capital Contributions</i> : Contributions for capital projects from other governments or private entities

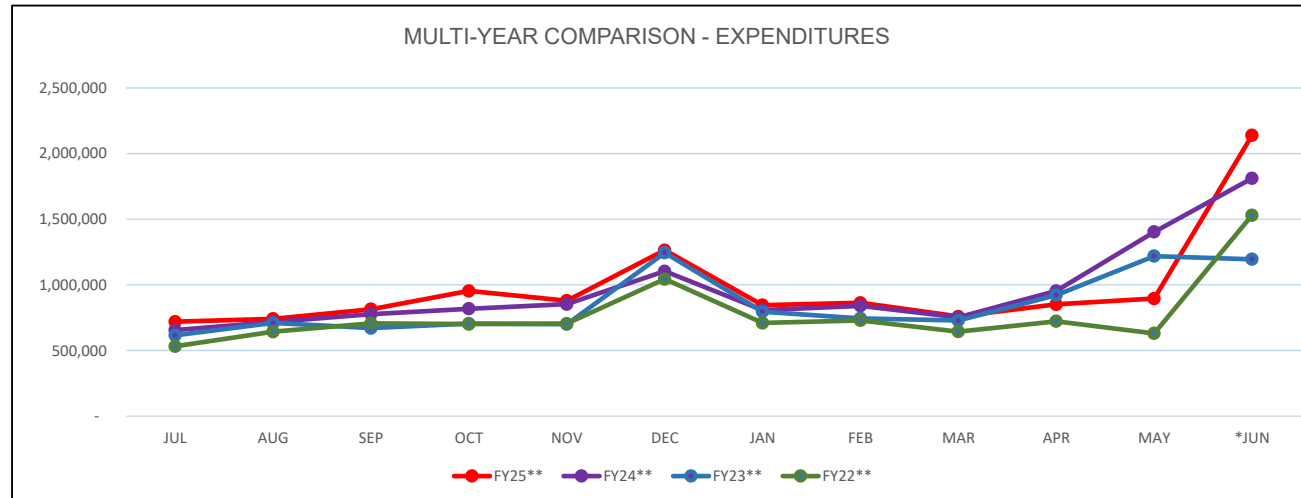
Sewer Revenue Fees
- <i>Sewer Fees</i> : Sewer charges based on water consumption
- <i>Other Charges</i> : Septage, permits, and capacity use surcharge
- <i>State Revenues</i> : State Aid Grants
- <i>Other Financing Sources</i> : Interest on investments and special agreements

WATER FUND EXPENDITURES

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR



WATER FUND FULL ACCRUAL	APPROPRIATION	PERIOD EXPENDITURES	ENCUMBRANCES	YTD ACTUAL EXPENDITURES (WITH ENC)	YTD BALANCE REMAINING	% ENC/ EXPENDED
ADMIN / ENGINEERING	7,681,964	1,200,611	154,965	7,414,667	267,297	96.5%
SUPPLY AND TREATMENT	2,713,383	381,581	23,062	2,529,366	184,017	93.2%
WATER DISTRIBUTION	1,474,430	214,618	101,697	1,358,923	115,507	92.2%
AIR FORCE OPERATIONS	1,152,820	35,267	27,024	426,225	726,595	37.0%
TOTAL	13,022,597	1,832,076	306,748	11,729,181	1,293,416	90.1%



*June includes YE Encumbrances

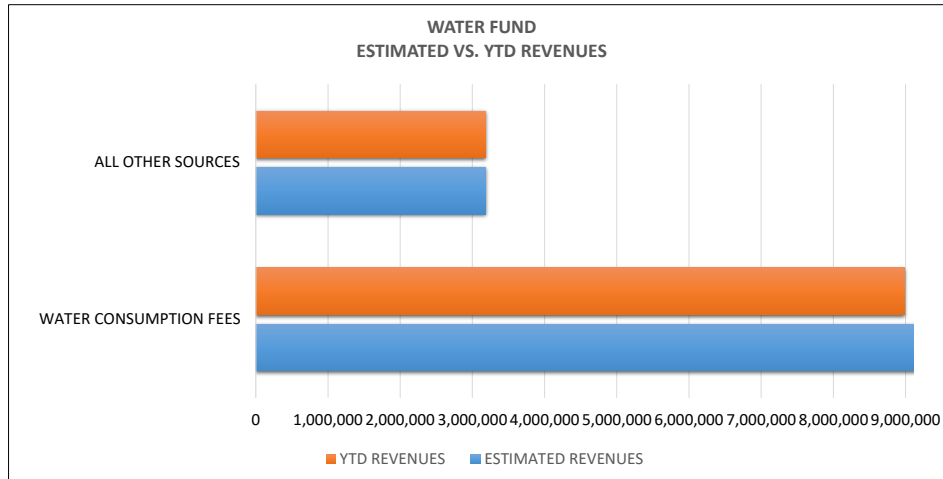
FISCAL YEAR	JUL	AUG	SEP	OCT	NOV	DEC
FY25**	719,773	741,692	814,958	954,211	879,676	1,264,339
FY24**	655,500	716,920	777,153	818,563	853,041	1,104,030
FY23**	615,860	709,431	670,303	704,846	700,714	1,244,543
FY22**	532,364	642,993	707,475	701,567	704,359	1,044,660

FISCAL YEAR	JAN	FEB	MAR	APR	MAY	*JUN with YE encumbrances
FY25**	845,772	863,295	759,329	851,203	896,109	2,138,824
FY24**	807,933	840,689	752,296	953,836	1,403,490	1,811,855
FY23**	796,019	744,926	728,411	922,147	1,219,381	1,195,401
FY22**	710,251	729,304	644,155	722,548	630,826	1,530,668

**includes Air Force Expense

WATER FUND REVENUES

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR



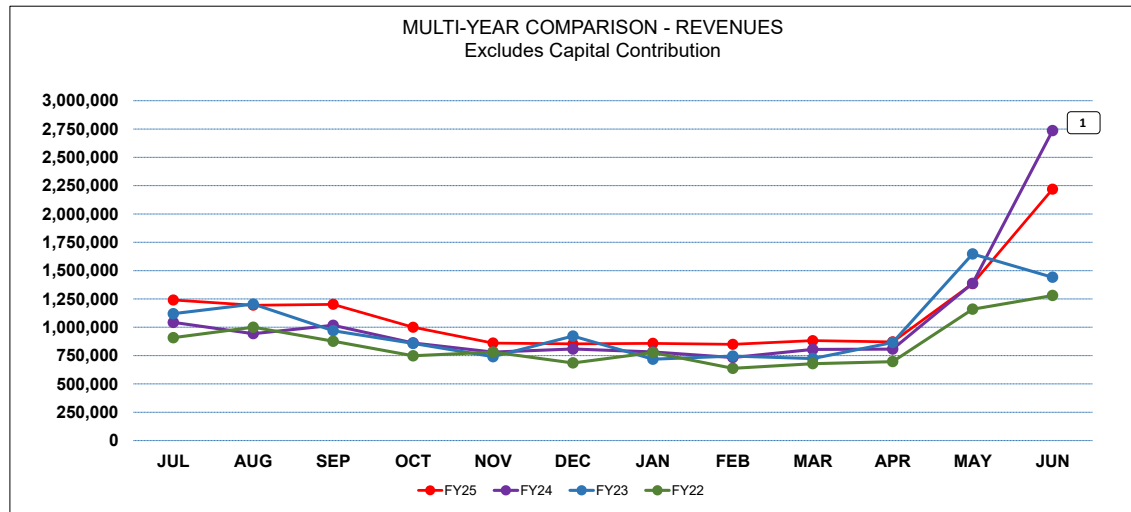
Capital contribution from the Air Force for the Pease Well Mitigation Project:

FY19	1,771,085
FY20	6,724,550
FY21	4,509,394
FY22	255,518
FY23	144,721
FY24	25,387
FY25 YTD	0
Total to date	\$13,405,268

Water Fund Estimated and Year-to-Date Revenues

(see pg 8 for descriptions)

	ESTIMATED REVENUES	% OF TOTAL	YTD REVENUES	% RECEIVED
WATER CONSUMPTION FEES	9,798,124	69.3%	8,992,064	91.8%
OTHER CHARGES	2,495,479	17.7%	2,290,257	91.8%
OTHER FINANCING SOURCES	691,430	4.9%	897,225	129.8%
AIR FORCE OPERATIONS	1,152,820	8.1%	391,896	34.0%
CAPITAL CONTRIBUTIONS	-	0.0%	0	0.0%
TOTAL	14,137,853	100.0%	12,571,442	88.9%



1 Reflects change in bond premium amortization method

REVENUES: EXCLUDES CAPITAL CONTRIBUTION

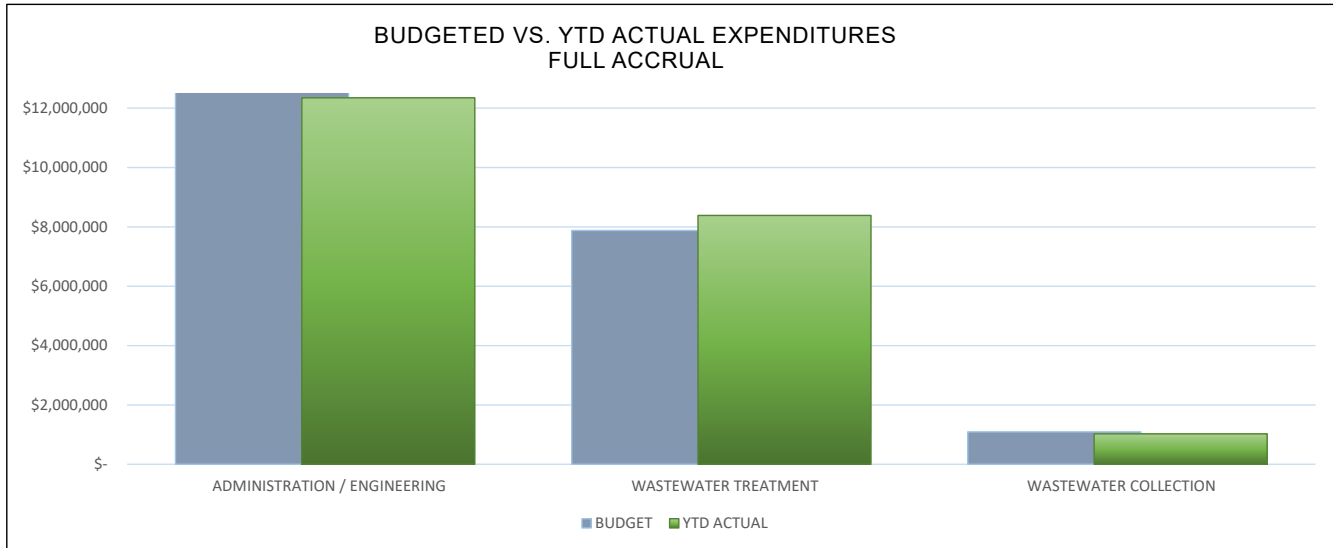
FY	JUL	AUG	SEP	OCT	NOV	DEC
FY25	1,240,771	1,194,405	1,202,509	1,000,617	860,953	853,762
FY24	1,043,413	943,735	1,017,122	861,608	780,900	807,795
FY23	1,119,588	1,204,183	969,804	857,373	740,369	922,511
FY22	908,170	1,000,215	876,810	748,344	780,507	685,424

FY	JAN	FEB	MAR	APR	MAY	JUN
FY25	858,108	849,425	882,025	871,281	1,385,237	2,219,454
FY24	782,967	733,006	804,284	807,387	1,387,215	2,736,444
FY23	718,297	745,380	724,427	865,781	1,647,164	1,441,770
FY22	777,293	637,638	678,790	696,675	1,159,693	1,280,197

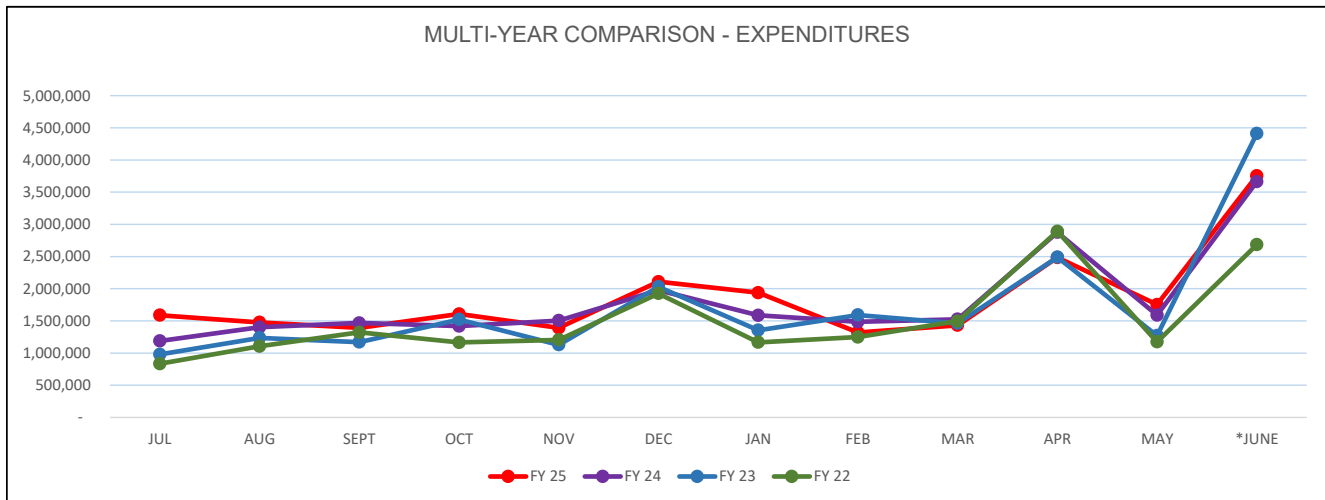
*Estimated

SEWER FUND EXPENDITURES

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR



SEWER FUND FULL ACCRUAL	APPROPRIATION	PERIOD EXPENDITURES	ENCUMBRANCES	YTD ACTUAL EXPENDITURES (WITH ENC)	YTD BALANCE REMAINING	% ENC/ EXPENDED
ADMINISTRATION / ENGINEERING	13,063,718	2,010,100	128,545	12,346,246	717,472	94.5%
WASTEWATER TREATMENT	7,879,621	1,003,925	350,934	8,383,259	(503,638)	106.4%
WASTEWATER COLLECTION	1,092,403	160,002	101,697	1,023,857	68,546	93.7%
TRANSFER TO STORMWATER	486,628	-	-	486,628	-	100.0%
TOTAL	22,522,370	3,174,027	581,176	22,239,990	282,380	98.75%



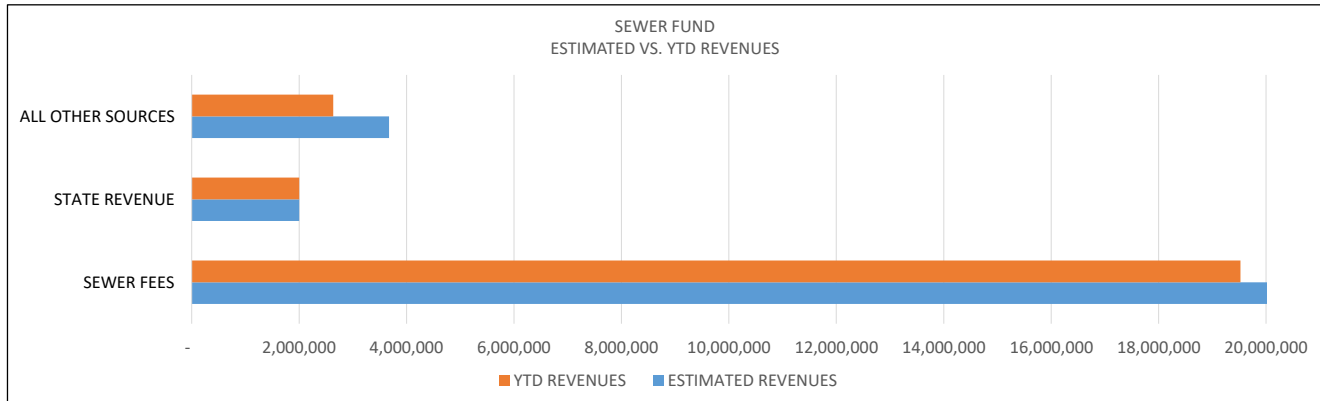
*June includes YE Encumbrances

FISCAL YEAR	JUL	AUG	SEPT	OCT	NOV	DEC
FY 25	1,587,304	1,476,235	1,391,485	1,607,581	1,390,396	2,107,436
FY 24	1,187,945	1,401,602	1,467,000	1,418,354	1,503,479	1,975,929
FY 23	979,815	1,235,606	1,170,926	1,522,145	1,128,532	2,030,247
FY 22	834,494	1,105,050	1,321,002	1,164,501	1,205,444	1,924,996

FISCAL YEAR	JAN	FEB	MAR	APR	MAY	*JUN with YE encumbrances
FY 25	1,937,312	1,319,836	1,430,605	2,483,697	1,752,897	3,755,203
FY 24	1,586,194	1,485,060	1,525,520	2,875,819	1,589,112	3,662,466
FY 23	1,355,382	1,591,944	1,462,971	2,490,128	1,270,472	4,410,773
FY 22	1,166,723	1,248,825	1,496,274	2,892,203	1,174,023	2,684,627

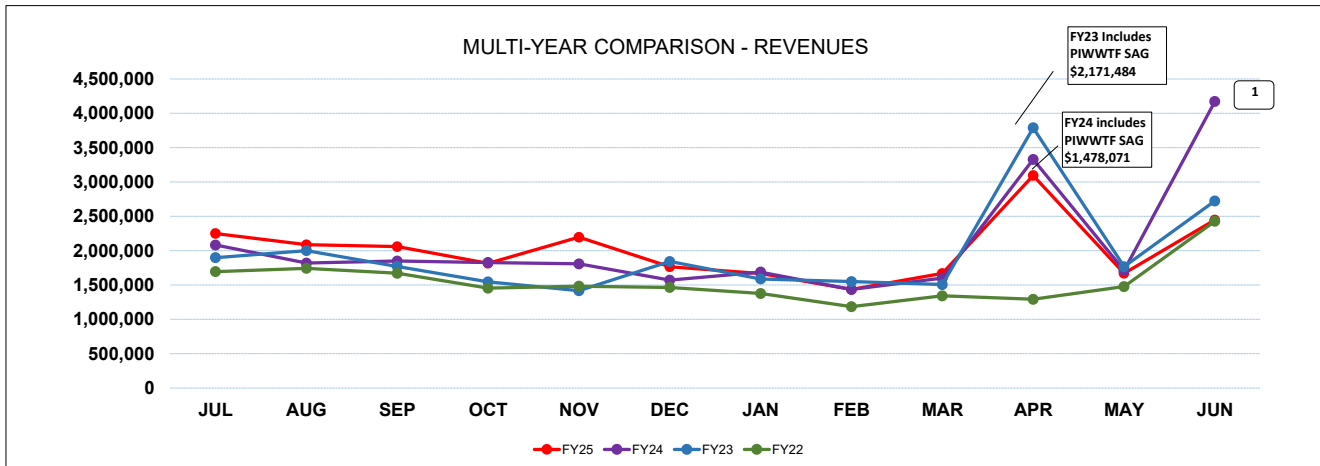
SEWER FUND REVENUES

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR



Sewer Fund Estimated and Year-to-Date Revenues (see pg 8 for descriptions)

	ESTIMATED REVENUES	% OF TOTAL	YTD REVENUES	% RECEIVED
SEWER FEES	20,314,957	78.2%	19,523,117	96.1%
OTHER CHARGES	540,000	2.1%	427,965	79.3%
STATE REVENUE	2,001,776	7.7%	2,001,776	100.0%
OTHER FINANCING SOURCES	3,133,599	12.0%	2,207,679	70.5%
TOTAL	\$ 25,990,332	100.0%	\$ 24,160,537	93.0%



1 Reflects change in bond premium amortization method

FY	JUL	AUG	SEP	OCT	NOV	DEC
FY25	2,250,629	2,086,880	2,060,029	1,816,580	2,196,960	1,766,307
FY24	2,082,141	1,819,889	1,849,695	1,827,263	1,808,878	1,571,388
FY23	1,898,385	2,000,904	1,770,385	1,546,220	1,417,789	1,842,209
FY22	1,695,881	1,742,764	1,671,056	1,455,091	1,482,564	1,465,042

FY	JAN	FEB	MAR	APR	MAY	**JUN
FY25	1,666,405	1,435,701	1,668,878	3,094,439	1,669,943	2,447,786
FY24	1,688,737	1,435,486	1,600,429	3,328,634	1,712,979	4,172,404
FY23	1,587,730	1,549,912	1,506,904	3,788,733	1,767,494	2,723,876
FY22	1,377,417	1,185,113	1,342,541	1,292,880	1,477,901	2,428,063

*Estimated

**FY22 & FY23 Revenue does not include adjustment for SRF debt forgiveness

PARKING AND TRANSPORTATION FUND

MONTH ENDING JUNE 30, 2025 - 100.0% OF FISCAL YEAR

The Parking & Transportation Fund is a Special Revenue Fund that accounts for the proceeds of specific revenue sources and transfers from other funds that are restricted to expenditures for specified purposes.

REVENUES

Parking & Transportation expenditures are funded 100% from parking related revenues.

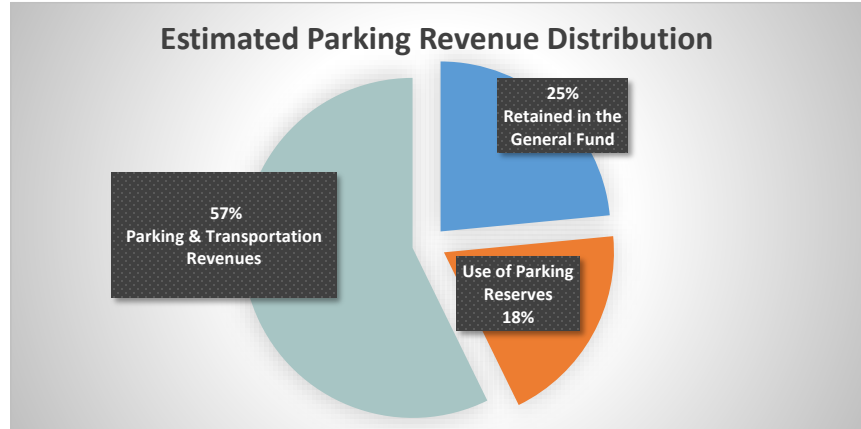
Parking Revenues in excess of Parking and Transportation operations are reported in the General Fund.

The pie graph below displays the distribution of revenues between the General and Parking & Transportation Funds.

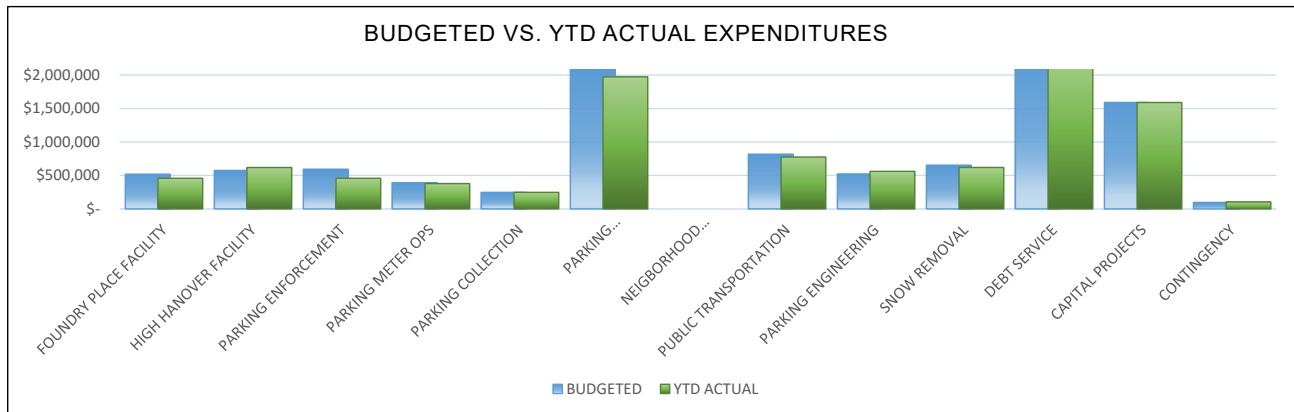
Estimated Revenues from Parking related fees are estimated for FY25 to be just over \$10 million.

25% of Parking related revenues are retained in the General Fund which offsets property taxes.

**See Page 7 for
Year-to-date
Parking Revenues**



EXPENDITURES



PARKING AND TRANSPORTATION	APPROPRIATION	PERIOD EXPENDITURES	ENCUMBRANCES	YTD ACTUAL EXPENDITURES (WITH ENC)	YTD BALANCE REMAINING	% ENC/EXPENDED
FOUNDRY PLACE FACILITY	518,785	57,482	24,687	457,705	61,080	88.2%
HIGH HANOVER FACILITY	574,440	62,984	14,654	618,866	(44,426)	107.7%
PARKING ENFORCEMENT	593,114	31,546	-	458,106	135,008	77.2%
PARKING METER OPS	390,887	29,459	-	379,010	11,877	97.0%
PARKING COLLECTION	247,147	19,654	-	247,548	(401)	100.2%
PARKING ADMINISTRATION	2,116,631	168,846	-	1,973,308	143,323	93.2%
NEIGHBORHOOD PARKING PRGM	-	-	-	-	-	0.0%
PUBLIC TRANSPORTATION	817,782	17,737	-	775,481	42,301	94.8%
PARKING ENGINEERING	520,918	71,169	99,669	561,413	(40,495)	107.8%
SNOW REMOVAL	649,307	30,122	-	619,501	29,806	95.4%
DEBT SERVICE	2,332,263	1,858,731	-	2,338,848	(6,585)	100.3%
CAPITAL PROJECTS	1,590,000	443,998	1,143,551	1,590,000	-	100.0%
CONTINGENCY	97,500	50,000	-	104,250	(6,750)	106.9%
TOTAL	10,448,774	2,841,727	1,282,561	10,124,036	324,738	96.9%