

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, APRIL 7, 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_6NnbMAKuSDqc7C3inW2Ddw

6:00PM – ANTICIPATED NON-PUBLIC SESSIONS ARE BEING HELD IN CONFERENCE ROOM A

1. PURSUANT TO RSA 91-A:3 II (a) and RSA 91-A:3 II (d)

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

MAYOR'S AWARD

1. Recognition of Everett Eaton
2. Recognition of Andrea Amico

VII. ACCEPTANCE OF MINUTES *(There are no minutes on for acceptance this evening)*

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

1. *Mary Loane – Mayor's Blue Ribbon Housing Committee

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 Amendment to Chapter 10, Zoning Ordinance, Article 4 Zoning Districts and Regulations by Adding Coliving as a New Use; Article 8, Supplemental Use Standards, be Amended by Adding Section 10.815 – Coliving; and Article 15 Definitions ***(Sample motion – move to pass first reading and hold a public hearing and second reading at the May 5, 2025 City Council meeting)***

Public Hearing and Adoption of Resolution:

- B. PUBLIC HEARING AND ADOPTION of Resolution Authorizing a Bond Issue and/or Notes of the City Under the Municipal Finance Act for the Purchase of a Conservation Easement on the Fernald Property to Protect the Bellamy Reservoir Water Quality Not to Exceed One Million Four Hundred Seventy-Eight Thousand Dollars (\$1,478,000.00) ***(Sample motion – move to authorize a bond issue and/or notes of the City under the Municipal Finance Act for the purchase of a conservation easement on the Fernald Property to protect the Bellamy Reservoir water quality not to exceed one million four hundred seventy-eight thousand dollars \$1,478,000.00)***
- PRESENTATION
 - CITY COUNCIL QUESTIONS
 - PUBLIC HEARING SPEAKERS
 - ADDITIONAL COUNCIL QUESTIONS AND DELLIBERATIONS

XI. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager’s Items Which Require Action:

1. Report Back and Recommendation from the Planning Board Regarding 25 Sims Avenue
2. Below Market Rate Housing Trust
3. Friends of Lafayette House PILOT Agreement
4. 2059 Lafayette Road Access Easement for Water Services
5. Extension of Temporary Construction License for 2 Congress Street, the North Church of Portsmouth

XII. CONSENT AGENDA

- A. Letter from Brian Miller, New England Run for the Fallen, requesting permission to hold the 5th Annual Run on Sunday, August 17, 2025 ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- B. Letter from Debra Smith, Friends of the South End, requesting permission to hold the Annual Fairy House Tour on Saturday, September 20, 2025 and Sunday, September 21, 2025 from 10:00 a.m. to 3:00 p.m. ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- C. Letter from Bruce Hurley, Seacoast Half Marathon, requesting permission to hold the 20th Annual Seacoast Half Marathon on Sunday, October 26, 2025 ***(Anticipated action – move to refer to the City Manager with Authority to Act)***

- D. Letter from Katie Ross, Pure Barre Portsmouth, requesting permission to hold a Silent Yoga Class at Prescott Park, on Friday, June 27, 2025 at 6:00 a.m. (***Anticipated action – move to refer to the City Manager with Authority to Act***)
- E. Letter from Tina Sawtelle, The Music Hall, requesting closure of Chestnut Street for the 2025 special events and festivals:
- TEDx Portsmouth – Friday, May 9th
 - Emerging Artist Benefit Concert – Sunday, May 11th
 - Writers on a New England Stage Festival – Sunday, September 7th & Wednesday, September 10th
 - Telluride by the Sea Film Festival – Friday, September 12th through Sunday, September 14th
 - New Hampshire Film Festival – Thursday, October 16th through October 19th
 - Outdoor Holiday Winter Carnivals – Saturday, December 13th & Saturday, December 20th
- (***Anticipated action – move to refer to the City Manager for development and execution of a License Agreement***)
- F. Letter from Michael Claus, Granite State Wheelers, requesting permission to hold the annual Granite State Wheelers’ ‘Seacoast Century’ bicycle ride on Saturday, September 13, 2025 (***Anticipated action – move to refer to the City Manager with Authority to Act***)

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence (***Sample motion – move to accept and place on file***)

XIV. MAYOR McEACHERN

1. Appointment to be Considered:
 - Appointment of Logan Roy – Alternate to the Planning Board
2. *Appointments to be Voted:
 - Appointment of Mandela Pruettt – Arts & Cultural Commission
 - Reappointment of Kara Anne Rodenhizer – Portsmouth Housing Authority
3. *Report back on the following:
 - a) the steps that businesses (retail and restaurant) need to take to open a new business
 - b) options at the local level that might be implemented to streamline the process
4. *Report back on feasibility of a citywide resident parking program and mechanism to limit parking permits for new development

XV. CITY COUNCIL MEMBERS

A. ASSISTANT MAYOR KELLEY & COUNCILOR TABOR

1. Present on the Recommendations of the Housing Committee:
(Sample motion – move that the City Manager explore the feasibility of using the lower lot at City Hall to construct below-market rate housing and parking and report back to the Housing Committee and City Council)
2. *Report back on the city investigating acquiring land from the condo association adjacent to 25 Granite Street to build more housing while retaining the existing ballfield

B. ASSISTANT MAYOR KELLEY/COUNCILOR BLALOCK/COUNCILOR BAGLEY

1. *City Manager Evaluation

C. COUNCILOR COOK & COUNCILOR BAGLEY

1. *Development of Affordable Housing ***(Sample motion – move to request that the Mayor’s Blue Ribbon Housing Committee report back to the Council by June 23, 2025 on zoning ordinances that currently impede the development of affordable housing in Portsmouth, both at market-rate affordability levels and at permanently below-market levels, including recommendations on the zoning changes that could yield the greatest results in creating more affordable housing in the shortest timeframe)***

D. COUNCILOR DENTON

1. *Stormwater Enterprise Utility ***(Sample motion – move to request a report back on the Status of Portsmouth creating a Stormwater Enterprise Utility)***

E. COUNCILOR MOREAU

1. The Chamber Collaborative of Greater Portsmouth Feedback on Coliving Zoning Amendments

XVI. APPROVAL OF GRANTS/DONATIONS

- A. *Acceptance of HealthTrust Wellness Reward - \$2,000.00 ***(Sample motion – move to approve and accept the donation as presented)***
- B. Acceptance of Donation for the Police Department from the Service Federal Credit Union - \$500.00 ***(Sample motion – move to approve and accept the donation as presented)***

- C. Acceptance of Donation for the Police Department from Paul Gormley & Kimi Iguchi - \$1,000.00 (***Sample motion – move to approve and accept the donation as presented***)
- D. Acceptance of Donation for the Police Department from Jason Page - \$300.00 (***Sample motion – move to approve and accept the donation as presented***)
- E. *Acceptance of Grant for Police Department from the US Department of Justice’s Bureau of Justice Assistance - \$11,987.00 (***Sample motion – move to approve and accept the donation as presented***)
- F. Acceptance of Victim of Crime Award (VOCA) Grant - \$12,369.00 (***Sample motion – move to approve and accept the Victim of Crime Award Grant as presented***)
- G. Acceptance of Grant from the New Hampshire Department of Environmental Services - \$60,000.00 (***Sample motion – move to authorize the City Manager to enter into a Grant Agreement to accept up to \$60,000.00 from the State of New Hampshire Department of Environmental Services to assist with water service line inventory activities***)

XVII. CITY MANAGER’S INFORMATIONAL ITEMS

- 1. *Update on the Sherburne Property
- 2. *Master Plan Update
- 3. *Rail Trail Clean-Up Day
- 4. Household Hazardous Waste Collection Day
- 5. *Sustainability Fair

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**

ORDINANCE #
THE CITY OF PORTSMOUTH ORDAINS

That Chapter 10, ZONING ORDINANCE, Article 4 Zoning Districts and Regulations, by adding coliving as a new use; Article 8, Supplemental Use Standards, be amended by adding Section 10.815 – Coliving; and Article 15 Definitions, to be amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

Article 4 Zoning Districts and Regulations

Use	R	SRA SRB	GRA GRB	GRC (A)	GA/ MH	MRO CD4- L1	CD4- L2	MRB	CD5 CD4	GB	G1	G2	B CD4- W	WB	OR	I	WI	Supplemental Regulations
1.60 Conversion of a building existing on January 1, 1980, with less than the required minimum lot area per dwelling unit specified in Article 5																		10.640 (Downtown Overlay District) 10.812 (Conversion of Existing Dwelling to Multifamily Dwelling)
1.61 To 2 dwelling units	N	N	S	S	N	P	P	P	S	N	N	N	N	N	N	N	N	
1.62 To 3 or 4 dwelling units	N	N	S	S	N	P	P	P	S	N	N	N	N	N	N	N	N	
1.63 To 5 to 8 dwelling units	N	N	N	S	N	S	S	S	S	N	N	N	N	N	N	N	N	
1.64 To more than 8 dwelling units	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
1.70 Live/work unit	N	N	N	N	N	P	P	P	P	N	P	P	P	N	N	N	N	
1.71 Coliving	N	N	N	N	N	N	N	N	CU	N	N	N	N	N	N	N	N	10.815 Coliving
1.80 Manufactured housing park	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	N	N	10.816 (Manufactured Housing Park Dimensional Standards)
1.90 Planned unit development (PUD)																		10.720 (Planned Unit Developments)
1.91 Open space PUD	CU	CU	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
1.92 Residential density incentive PUD	N	N	CU	N	N	N	N	N	N	N	N	N	N	N	N	N	N	

Article 8 – Supplemental Use Standards

10.815 Coliving

10.815.10 Purpose and Eligibility

In order to provide additional affordable and innovative living options within the City, and to allow the adaptive reuse of some existing buildings, **Coliving** is hereby defined and created as a special use to be allowed in the downtown, subject to the provisions and requirements of this Section.

10.815.20 Standards and Requirements

10.815.21 **Coliving Units** shall not be rented for less than 30 days continuous occupancy.

10.815.22 **Coliving Units** shall be for not more than two-person (double) occupancy.

- 10.815.23 **Coliving Units** may include private sanitation facilities but shall not include permanent cooking facilities.
- 10.815.24 **Coliving Units** shall be at least 100 square feet of **Gross Living Area (GLA)** for single occupancy and 120 square feet of GLA for double occupancy. GLA for **Coliving Units** shall be measured in the same manner as for **Accessory Dwelling Units**.
- 10.815.25 **Coliving Facilities** shall include at least one full-time manager on site at all times for every 40 residents.
- 10.815.26 **Coliving Facilities** shall not exceed: 80 residents per building; or 40 residents/floor.
- 10.815.27 Ownership of a **Coliving Facility** shall include all of the **Coliving Units** within that **Coliving Facility**.
- 10.815.28 **Coliving Units** may be rented or leased by the owner of a **Coliving Facility** but the ownership of **Coliving Units** shall not be severed from the **Coliving Facility** of which they are a part.
- 10.815.29 **Coliving Common Areas** shall comprise at least 1,200 square feet of gross floor area plus 20 square feet per **Coliving Unit**.

10.815.30 Parking Requirements

- 10.815.31 Motor vehicle parking shall be required for **Coliving Facilities** as follows:
1. If any part of the **Coliving Facility** is located within 600 feet (approximately a 2.5-minute walk) of a public parking garage, No parking required.
 2. If no part of the **Coliving Facility** is located within 600 feet (approximately a 2.5-minute walk) of a public parking garage, off-street parking is required at the rate of 1 space per every 4 **Coliving Units**.

10.815.40 Review and Approval Process

- 10.815.41 In granting a conditional use permit for a **Coliving Facility**, the Planning Board may modify a specific standard set forth in Sections 10.815.20 and 10.815.30, provided that the Board finds such modification will promote design flexibility and overall project quality.

10.815.50 Permitting System for Coliving Facilities

10.815.51 Permit Requirement

No Coliving Facility shall operate in the City without a valid permit issued by the City Clerk's office. Permits will only be issued for lawfully existing **Coliving Facilities** that comply with the standards and requirements outlined in this Section 10.815, as well as all other applicable laws, ordinances, and regulations.

Receipt of a permit under this section shall be a condition precedent to issuance of a Certificate of Occupancy for any **Coliving Facility**. This shall be a requirement whether or not it is made an express condition of approval by the Planning Board in granting a CUP for a **Coliving Facility**.

10.815.52 Permit Administration

The permitting system for a **Coliving Facility** shall be administered by the City Clerk's office. The City Clerk shall maintain records of all issued permits and ensure compliance with all necessary conditions outlined in this Section.

10.815.53 Application Process

An application for a **Coliving Facility** permit shall be submitted to the City Clerk's office shall include the following:

- A. A copy of the validly issued CUP for the **Coliving Facility**, accompanied by an affidavit certifying compliance with any conditions contained within the CUP.
- B. Contact information for the full-time manager or managers who are located on site at all times, including verification that the minimum number of on-site managers is met.
- C. Proof that exterior signage in compliance with Section 10.815.55.
- D. Affidavit certifying compliance with all applicable health, safety, zoning, and building codes.
- E. Any necessary inspection reports confirming compliance with City regulations.
- F. An annual inspection report by the property manager(s) indicating continuing compliance with the Conditional Use Permit (CUP) and the requirements of this Section.

The City Clerk shall not issue a permit or renew any permit for a **Coliving Facility** unless the City Clerk has received certification from the Director of Planning and Sustainability, or their designee, certifying that application in question complies with the provisions of Article 10.815 and the conditions, if

any, of the CUP. The Code Official may make such investigation as necessary to confirm the property is in compliance with this section.

10.815.54 Issuance of Permit

The City Clerk may issue the permit only upon confirmation that the **Coliving Facility** complies with all applicable City regulations, and after any necessary inspections or investigations by the City.

10.815.55 Signage and Property Management Contact

A permanent sign must be posted on the Coliving Facility that includes the name and contact information of the property management responsible for the facility. This contact must be available on a 24-hour, 7-day a week basis for the duration of the facility's operation. This contact information must be on file with the City Clerk and updated within 7 days of any change. Signage required by this section shall be in a form acceptable to the Director of Planning and Sustainability and shall be exempt from the requirements of Article 12.

10.815.60 Enforcement and Penalties

10.815.61 General Enforcement

Violations of this Section may be enforced by the City in accordance with the provisions contained in Article 2 of this Ordinance. This authority shall be in addition to any other authority provided by law, including but not limited to authority contained within the Building Code, Fire Code, and Life Safety Code.

10.815.62 Inspection Requirements

Coliving Facilities shall be inspected in accordance with local Fire and Housing Codes and subject to fees as outlined in Chapter 1 of the City Code. These inspections shall occur regularly to ensure that the facility is compliant with all applicable safety standards.

10.815.70 Relationship to Other Provisions of this Zoning Ordinance

In the event of a conflict with any other provisions of the Zoning Ordinance, the provisions of this Section shall take precedence; otherwise, all other applicable provisions shall apply.

Article 15 - Definitions

Boarding house

A residential structure, other than a bed and breakfast, in which rooms are rented, leased or otherwise made available for compensation to more than two but not more than 10 individuals, and where such rooms do not contain separate cooking or bathroom facilities. **There must be posted at all times at the front entrance of the facility a sign indication 24 hour, seven days a week, valid and effective contact information for the management of the facility.**

Coliving

A use that combines private resident **Coliving Units** used primarily for living and sleeping with shared resident **Coliving Common Areas** that provide common areas for resident's other daily needs as described herein.

Coliving Common Area

Those shared portions of a **Coliving Facility** containing permanent provisions for resident's living, eating, cooking, sanitation, bathing, laundry, recreation, resident meetings and wellness.

Coliving Facility

A building or portion thereof containing the combination of **Coliving Units** and **Coliving Common Areas** for more than 10 individuals.

Coliving Unit

A private living and sleeping area for not more than 2 people in a **Coliving Facility**.

Gross living area (GLA)

The total area of finished residential space in an accessory dwelling unit **or a Coliving Unit**, including all conditioned living space, but excluding unconditioned space such as decks, porches, garages, or other such spaces that have not been converted into living space. GLA is calculated by measuring the interior perimeter of the accessory dwelling unit **or the Coliving Unit**.

Family

An individual living alone, or any of the following groups living together as a single housekeeping unit and sharing common living, sleeping, cooking and eating facilities: (a) Two or more individuals related by blood, marriage, civil union, adoption or guardianship; (b) Two or three individuals not related by blood, marriage, civil union, adoption or guardianship, along with one or more dependents related to any of them by blood, marriage, civil union, adoption or guardianship. **Individuals living in a Coliving Facility are excepted from this definition.**

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, April 7, 2025, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, Portsmouth, NH on a proposed Resolution Authorizing a Bond Issue and/or Notes of the City Under the Municipal Finance Act for the Purchase of a Conservation Easement on the Fernald Property to Protect the Bellamy Reservoir Water Quality not to exceed One Million Four Hundred Seventy-Eight Thousand Dollars (\$1,478,000.00). The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

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

LEGAL NOTICE

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

**CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FIVE
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # XX – 2025

A RESOLUTION AUTHORIZING A BOND ISSUE AND/OR NOTES OF THE CITY UNDER THE MUNICIPAL FINANCE ACT FOR THE PURCHASE OF A CONSERVATION EASEMENT ON THE FERNALD PROPERTY TO PROTECT THE BELLAMY RESERVOIR WATER QUALITY NOT TO EXCEED ONE MILLION FOUR HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$1,478,000).

RESOLVED:

THAT the sum of up to **One Million Four Hundred Seventy-Eight Thousand Dollars (\$1,478,000)** is appropriated for the purchase of a conservation easement on the Fernald property to protect the Bellamy Reservoir water quality; and

THAT to meet this appropriation, the City Treasurer, with the approval of the City Manager, is authorized to borrow up to **One Million Four Hundred Seventy-Eight Thousand Dollars (\$1,478,000)** through the issuance of bonds and/or notes of the City under the Municipal Finance Act; and

THAT such borrowing is to be net of the effect of any funds realized for the same purpose by the City from the NH Drinking Water and Groundwater Trust Fund (estimated \$739,000), the NH Department of Environmental Services Local Source Water Protection Program (estimated \$25,000), and Congressionally Directed Spending (estimated \$714,000); and

THAT the amount of such appropriation funded by the NH Drinking Water and Groundwater Trust Fund, the NH Department of Environmental Services Local Source Water Protection Program, and Congressionally Directed Spending shall be rescinded from this authorization; and

THAT this Resolution shall take effect upon its passage.

APPROVED:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL

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



Karen S. Conard
City Manager

CITY OF PORTSMOUTH

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

Date: April 3, 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 April 7, 2025

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

A. First Reading of Ordinance Amendment to Chapter 10, Zoning Ordinance, Article 4 Zoning Districts and Regulations by Adding Coliving as a New Use; Article 8, Supplemental Use Standards, be Amended by Adding Section 10.815 – Coliving; and Article 15 Definitions:

Over the past year, the Planning Board has been working on zoning amendments for coliving, including three work sessions (September 26, 2024, October 24, 2024 and February 27, 2025). Coliving is an innovative housing type that would add housing diversity in Portsmouth. The specific recommendations that the Planning Board agreed upon, [which are included in the recommended ordinance](#), are described below.

A coliving unit must be rented for a minimum of 30 days therefore it is not a short term or transient use. As drafted, coliving facilities would be allowed through a Conditional Use Permit (CUP) in CD4 and CD5 districts. A coliving facility would contain coliving units (a private living and sleeping area for not more than two people) and coliving common areas (shared space for cooking, sanitation, laundry and living). A single coliving facility can accommodate up to 10 individuals in one facility. Coliving facilities shall not exceed 40 residents per floor and are limited to 80 residents per building and require a full-time on-site manager for every 40 residents.

There would be no parking requirement for a coliving facility that is located 600 feet or less from a public parking garage. If a coliving facility is located more than 600 feet from a public parking garage, off-street parking is required at the rate of 1 parking space per 4 coliving units.

At the March 20, 2025 Planning Board meeting, the Board considered [these proposed zoning amendments related to coliving](#). The Planning Board voted to recommend the City Council hold first reading on draft zoning amendments related to coliving.

In advance of the March 20th meeting, the Planning Board solicited comments from the Chamber of Commerce [through a questionnaire on coliving](#). [The Planning Board voted to include this as part of the referral to City Council](#).

I recommend that the City Council move to pass first reading and hold a public hearing and second reading at the May 5, 2025 City Council meeting.

B. Public Hearing and Adoption of Resolution Authorizing a Bond Issue and/or Notes of the City On the Municipal Finance Act for the Purchase of a Conservation Easement on the Fernald Property to Protect the Bellamy Reservoir Water Quality Not to Exceed One Million Four Hundred and Seventy-Eight Thousand Dollars (\$1,478,000):

On July 10, 2023, the City Council authorized a supplemental appropriation from the water fund's unrestricted net position, a grant from the NH Drinking Water and Groundwater Trust Fund (NHDWGTF), and a grant from the NHDES Local Source Water Protection Program (LSWPP) for the purchase of a conservation easement on the Fernald Property to protect the Bellamy Reservoir water quality.

The easement is on a 44.6-acre parcel abutting the Bellamy Reservoir near the surface water intake structure that supplies the Portsmouth water treatment facility. This easement is extremely valuable for the protection of the water quality and has support from state, federal, and local agencies and organizations.

In 2024, a grant for \$714,000 was awarded for this project from Senator Shaheen's Congressionally Directed Spending funds. This grant along with \$739,000 from the NHDWGTF, and \$25,000 from the LSWPP is anticipated to cover the entire cost of the easement.

The timing of the disbursement of these grant funds and the uncertainty of the Congressionally Directed Spending grant has prompted this bond authorization request to ensure the purchase of the easement can proceed independent of the grant disbursements.

The City Council has scheduled a public hearing for this evening's City Council meeting to [consider bonding of up to \\$1,478,000 to allow for the purchase of the Fernald Easement](#) prior to the disbursement of grant funds.

Staff will be available to answer any questions at this evening's meeting.

I recommend that the City Council move to authorize a bond issue and/or notes of the City under the Municipal Finance Act for the purchase of a conservation easement on the Fernald Property to protect the Bellamy Reservoir water quality not to exceed one million four hundred and seventy-eight thousand dollars (\$1,478,000).

XI. City Manager's Items Which Require Action:

1. **Report Back and Recommendation from the Planning Board Regarding 25 Sims Avenue:**

At the March 3, 2025 City Council meeting, the Council considered the request of Michael Roylos to unmerge previously merged lots located at 25 Sims Avenue. The Council voted to refer the request to the City Assessor and the Planning Board for a report back which is outlined below.

Applicant Michael Roylos has submitted an application/request to the City for Restoration of Involuntarily Merged Lots for the property located at 25 Sims Avenue, Portsmouth, New Hampshire; Map/Block/Lot number 0233-0071-0000, located in the Single Residence B (SRB) zoning district. The applicant provided [preliminary documentary support for his request, which was included in the March 3, 2025 City Council packet.](#)



RSA 674:39-aa requires the City Council to vote to restore “to their premerger status” any lots or parcels that were “involuntarily merged” by municipal action for zoning, assessing, or taxation purposes without the consent of the owner. Unlike all other lot divisions, there is no statutory role for the Planning Board in this process nor is there any requirement for the City to hold a public hearing. However, in Portsmouth the City Council has historically referred such requests to the Planning Board for a recommendation.

The statute defines “voluntary merger” and “voluntarily merged” to include “any overt action or conduct that indicates an owner regarded said lots as merged such as, but not limited to, abandoning a lot line” (RSA 674:39-aa, I). It is therefore the City Council’s responsibility to determine whether a merger was voluntary (i.e., requested by a lot owner) or involuntary (implemented by the City without the owner’s consent). If the merger was involuntary, the Council must vote to restore the lots to their premerger status. Following such a vote, the City GIS and Assessing staff will update zoning and tax maps accordingly. It will then be up to the owner to take any further action to confirm the restoration to premerger status, such as recording a plan at the Registry of Deeds.

It is important to note that the granting of a request to restore lots to their premerger status does not mean that the resulting lots will be buildable or, if already developed, will conform to zoning. The statute states that “The restoration of the lots to their premerger status shall not be deemed to cure any non-conformity with existing land use ordinances” (RSA 674:39-aa, V).

For example, the restored lots may not comply with current zoning requirements for lot area, frontage and depth, and the re-establishment of a lot line between any two pre-merger lots may introduce a new nonconformity with respect to maximum allowed building coverage or a minimum required side yard where a building already exists on one of the premerger lots.

In such cases, the owner(s) of the applicable lot(s) would have to apply to the Zoning Board of Adjustment for the necessary variances to restore zoning compliance or to allow future development.

The City Assessor reviewed the request and [initially recommended denial](#) based on the initial request to restore “the lots”, which included all three. The applicant indicated they only wanted to unmerge Lot 44, which is vacant, and provided and emailed an amended request. [The Assessor supplemented her memo with a recommendation to unmerge Lot 44 only.](#)

At their March 20, 2025 meeting, the Planning Board voted to recommend the City Council unmerge Lot 44 only.

I recommend that the City Council move to unmerge Lot 44.

2. **Below Market Rate Housing Trust:**

On March 19, 2025, the Trustees of the Trust Funds voted to recommend the City Council [adopt the attached new Trust named, the City of Portsmouth Below Market Rate Housing Trust](#). The establishment of a Housing Trust was contemplated in the settlement of the McIntyre lawsuit. Under the terms of that settlement, SoBow Square and the City are both contributing \$250,000 to this Trust. SoBow Square has delivered a check to the City for their share. The City has these funds set aside for deposit as soon as the Trust is adopted.

An earlier version of this Trust document, in a slightly different form, was reviewed by the Housing Committee in February. The Housing Committee made several suggestions regarding the conditions under which money should be awarded by the Trust. Those suggestions were incorporated into this document.

The Committee then voted to refer the draft Trust document to the Trustees of Trust Funds for their approval. The Trustees reviewed and made amendments to the provisions of the Trust, including the mechanism for dispersing money and the specifications for the investment of money.

As part of that review, the City consulted with the Charitable Trust Division of the Attorney General's Office who provided guidance on the appropriate way to handle the investment of public versus private money. The Trustees voted to recommend that the City Council adopt the Trust with their amendments. [The attached document](#) incorporates the Trustees amendments.

I recommend that the City Council authorize the City Manager to execute the Below Market Rate Housing Trust as presented.

3. **Friends of Lafayette House PILOT Agreement:**

[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 Friends of Lafayette House in the amount of \$3,500. [The form of the agreement](#) has been approved by the City Attorney.

I recommend that the City Council authorize the City Manager to enter into a PILOT agreement with the Friends of Lafayette House in the amount of \$3,500.

4. **2059 Lafayette Road Access Easement for Water Services:**

At the regularly scheduled meeting on December 19, 2024, the Planning Board granted site plan approval to Go-Lo Inc. and the James A. Labrie Revocable Trust of 1991 to demolish an existing structure and construct a new 8-unit residential building. As a part of the site plan approval, the Planning Board recommended the City Council accept a Water Service Access Easement over the parcel. This Water Service Access Easement will permit City staff to access the property for the purpose of leak detection and to turn valves in the case of an emergency.

The applicants have provided [the attached deed](#) which conforms with the City's ordinary form for water service access easements. The Legal and Planning Departments have reviewed [this document](#) for form and recommend acceptance.

I recommend that the City Council move to authorize the City Manager to accept and record an Access Easement for Water Services in a substantially similar form to the deed contained in the agenda packet.

5. **Extension of Temporary Construction License for 2 Congress Street, the North Church of Portsmouth:**

The North Church of Portsmouth ("Owner") is making improvements to the historic North Church at 2 Congress Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 107, Lot 83 ("Property"). The Owner is making improvements which include improving ADA accessibility and the safety and functionality of the historic North Church.

In order to make these improvements, Milestone Construction, LLC (“Licensee”) has requested to use 1,624 square feet of the sidewalk area in front of the North Church for a laydown area to make these improvements. This area is one of the City’s Public Forum areas and it may not be used as such during the term of this License.

The Licensee currently has a License for use of the City sidewalk, however the project will not be completed by the expiration date of April 15, 2025 due to construction delays. The Licensee is requesting the use of the sidewalk for an additional 60 days (April 16, 2025 through June 14, 2025) in order to complete the project.

Encumbrances for longer than 30 days are subject to the City Council’s policy entitled “License Fee for Encumbrance of City Property.” Under this policy, a daily fee of \$0.05 per square foot of encumbered City property is typically assessed ($\$0.05 \times 1,624 + \81.20 per day $\times 60$ days = \$4,872). However, the City Council granted the Owner’s request to waive fees associated with this project at the September 23, 2024 City Council meeting.

The Legal, Planning and Public Works Departments have reviewed and approved the form of [the attached License Extension](#).

If the Council agrees to grant the License Extension to encumber the 1,624 square feet of sidewalk area that abuts 2 Congress Street, an appropriate motion would be:

Move that the City Manager be authorized to execute and accept a License Agreement Extension to encumber the sidewalk area along 2 Congress Street that abuts the North Church as requested.

XVI. Approval of Grants/Donations:

A. Acceptance of HealthTrust Wellness Reward - \$2,000:

The City of Portsmouth has received a total of \$2,000 from HealthTrust to be used by the City’s Wellness Coordinators for initiatives.

The goal of the HealthTrust Wellness program, Slice of Life, is to reduce health risk factors and promote a healthier lifestyle for City employees. To realize this goal, the City, through its Wellness program, will provide health and safety initiatives, as well as education to its employees to improve the quality of their lives. This money will be utilized to promote wellness activities throughout the City.

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

B. Acceptance of Donation for the Police Department from the Service Federal Credit Union - \$500:

At the February 24, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a \$500 unsolicited donation from the Service Federal Credit Union, made through their “Adopt a Nonprofit” program. This contribution recognizes the Portsmouth Auxiliary Unit’s positive impact on the community and aims to support the Unit’s mission.

[Attached please find a donation form outlining the details of this donation.](#)

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

C. Acceptance of Donation for the Police Department from Paul Gormley and Kimi Iguchi - \$1,000:

At the February 24, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a \$1,000 unsolicited donation from Portsmouth residents Paul Gormley and Kimi Iguchi to support the Portsmouth Police Department’s community policing mission.

[Attached please find a donation form outlining the details of this donation.](#)

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

D. Acceptance of Donation for the Police Department from Jason Page - \$300:

At the February 24, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a \$300 unsolicited donation from Seabrook resident Jason Page to benefit the Portsmouth Police Explorers Post #2609.

[Attached please find a donation form outlining the details of this donation.](#)

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

E. Acceptance of Grant for the Police Department from the US Department of Justice’s Bureau of Justice Assistance - \$11,987:

At the February 24, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a JAG grant in the amount of \$11,987 from the US Department of Justice’s Bureau of Justice Assistance, which supports leadership and wellbeing training for law enforcement officers.

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

F. Acceptance of Victim of Crime Award (VOCA) Grant - \$12,369:

The NH Department of Justice (DOJ) has approved the City’s application for a 2025 VOCA Grant in the amount of \$12,369. The Grant funds are for FY26, however this year the DOJ is awarding the annual funds in two parts. The City will apply for the January 2026-June 2026 funding later this fall.

This grant pays for expenses incurred and services rendered for direct victim services, including expenses for personnel. The Grant is used to fund 55% of the Legal Department's Victim Witness Advocate position and requires a cash match contribution from the City. The position is also supported by funding from the Violence Against Women Act (VAWA) Grant which covers 45% of the funding for the position.

Since 1999, the City of Portsmouth has been awarded funding from these grants to employ a Victim Witness Advocate who supports victims of and witnesses to crimes. While the position of Victim Witness Advocate is part of the Legal Department, the Grant remains a law enforcement program and the position is physically housed in the Police Department, along with the Legal Department's two prosecutors. The Legal Department oversees the program and the distribution of the grant money.

I recommend that the City Council move to approve and accept the VOCA Grant award as presented.

G. Acceptance of Grant from the New Hampshire Department of Environmental Services - \$60,000:

The [New Hampshire Department of Environmental Services](#) is offering the City of Portsmouth a grant for \$60,000 to assist with our water service line inventory efforts. The US EPA Revised Lead & Copper Rule requires public water suppliers to inventory service lines and remove leaded components in order to protect the public from potential risks of lead exposure. The City has accepted and utilized a previous grant from the NHDES for \$75,000 for inventory work and is in the process of entering into a Drinking Water State Revolving Fund (DWSRF) loan for \$3.5 million to continue inventory and galvanized service line replacement projects. This award for a \$60,000 grant will help to offset costs for inventory efforts and will be utilized prior to DWSRF loan funds.

I recommend that the City Council move to authorize the City Manager to enter into a Grant Agreement to accept up to \$60,000 from the State of New Hampshire Department of Environmental Services to assist with water service line inventory activities.

XVII. City Manager's Informational Items:

1. Update on the Sherburne Property:

I will provide a verbal update on the status of the Sherburne Property.

2. Master Plan Update:

The Planning and Sustainability Department is happy to report that the City is under contract with Utile Design for the Master Plan work. Utile is a Planning and Design firm out of Boston, MA and Providence, RI. Utile is arranging an internal kick-off meeting in the next several

weeks with City staff to begin the process of organizing the approach for involving the public to describe the purpose of the plan and begin the work of soliciting and collecting public input.

3. **Rail Trail Clean-Up Day:**

The New Hampshire Seacoast Greenway Alliance (NHSGA) will be hosting a Rail Trail Clean-up Day on May 3, 2025. The NHSGA is a 501(c)(3) with the mission to “provide regional coordination on policy development, management, maintenance, fundraising and promotion for the New Hampshire Seacoast Greenway.” The intent of the clean-up day will be to have volunteers performing light trail maintenance and clean-up work along the length of the completed trail, from Portsmouth through North Hampton.

Volunteer work will focus on trail surface raking and removing brush, debris, and any trash from the trail. NHSGA is coordinating this volunteer work with the trail community’s Public Works Departments. The NHSGA will have insurance for the event in accordance with the City’s requirements and all volunteers will sign the City provided Volunteer Agreement and Release of Liability forms.

4. **Household Hazardous Waste Collection Day:**

[Attached please find a press release for Household Hazardous Waste Collection Day](#) on April 12th.

5. **Sustainability Fair:**

The third annual Seacoast Sustainability Fair is on Friday, April 11th from 4:30 p.m. to 7:00 p.m. at the Connie Bean Center in Portsmouth. This event gathers local organizations, businesses, and municipalities from seacoast NH and southern ME to connect and share information and opportunities on sustainability within the seacoast. The goal of this fair is to provide a space for people to learn more about local climate issues, actions to protect the environment, and ways to live more sustainably. The Seacoast Sustainability Fair is free and open to all. In addition to tabling, the Fair will include live music, free food, free pollinator-friendly saplings and shrubs, a chance to see the Blue Ocean Society’s 65-foot whale and a variety of other earth-friendly activities.



CITY OF PORTSMOUTH

Assessors Office

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
Tel: (603) 610-7249 – Fax: (603) 427-1579

To: Rick Chellman, Chair Planning Board
Cc: Karen S. Conard, City Manager
From: Rosann Lentz, City Assessor *Rosann Lentz*
Date: March 10, 2025
RE: City Council Referral- Request of Restoration of Involuntarily Merged Lots to pre-merger status at 25 Sims Ave

At its meeting on March 3, 2025, the City Council considered a request from Michael Roylos, Executor of the Estate of Annette Roylos, requesting the restoration of involuntarily merged lots located at 25 Sims Avenue to their pre-merger status pursuant to NH RSA 674:39-aa. These lots are represented as historical lot numbers 42, 43, and 44 on Tax Map 58. The Council voted to refer to the Planning Board and Assessor for a report back.

Description

Current assessment records identify 25 Sims Avenue as having .34 acres with a three-bedroom single family dwelling built around 1962 located on the parcel. Older assessment records dating back to the 50's identified the parcels as Tax Map 58 Lots 42, 43, and 44; these remained separately assessed until 1971. A map for reference purposes only identifies the three lots (see Attachment 1)

History

Deeds: Deeds were researched back to 1962 and 1965. Book 1646 page 245 dated October 17, 1962, identifies two lots; 42 and 43. Book 1766 page 84 dated May 15, 1966 identifies lot 44.

Property Assessment Records:

In 1972 the assessor merged all three lots and to date, these three lots have been assessed as one individual parcel now known as Tax Map 233 Lot 71 (see Attachment 2).

Historical Building Inspection and Planning Files: Typically, this office does research on historical permits and planning files for building permits, plot plans, surveys etc., showing the placement of dwellings and any conditions needing to be met for permitting and zoning approvals over the years. No historical research could be completed as no files exist for 25 Sims Avenue.

Map Geo 2020 Ariel

When viewing the ariel photo on the City Website through Map Geo, it is clear the dwelling is situated on the property line of lots 42 and 43. Lot 44 appears to have no structures (see Attachment 3).

Court Decisions

Upon review of various New Hampshire court decisions concerning the denial of restorations of lots, the courts have held that the conveyance of multiple lots in a single deed does not, standing alone, support a voluntary merger *Roberts v. Town of Windham*, 165 N.H. 186,192 (2013).

Additionally, court decisions also looked at the use of the property in its entirety by reviewing a lots physical characteristics and the overt actions that occurred over time to the placement of buildings, driveways, outbuildings etc. These decisions, citing totality of changes, can reasonably support that lots by predecessors or current owners were voluntarily merged when facts show the primary and accessory buildings, access, etc. work as a unit. *Robillard v. Town of Hudson*, 120 N.H. 477,416 (1980); *Town of Newbury v. Landrigan*, 165 N.H.236,241 (201); and *Roberts v. Town of Windham*, 165 N.H. 186 (2013).

Summary

No written request for a voluntary merger was found and upon review of lots 42 and 43 from the Map Geo 2024 ariel (Attachment 2), it is a reasonable conclusion these lots were merged overtly when looking at the use of the property and the building straddling the lot line.

Lot 44 was purchased sometime after the construction of the dwelling and no apparent overt actions have been taken to suggest the three lots support the use of the property in its entirety.

Based upon the request of Mr. Roylos that all three lots be unmerged to their pre-merger status, it is recommended this request be denied.

Attachments:

Attachment 1



Property Information

Property ID 0233-0071-0000
Location 25 SIMS AVE
Owner ROYLOS SOPHIE C



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.


Geometry updated 09/26/2024

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Attachment 2



Property Information	
Property ID	0233-0071-0000
Location	25 SIMS AVE
Owner	ROYLOS SOPHIE C



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 09/26/2024

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Attachment 3



Property Information

Property ID 0233-0071-0000
Location 25 SIMS AVE
Owner ROYLOS SOPHIE C



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 09/26/2024

Print map scale is approximate.
 Critical layout or measurement
 activities should not be done using
 this resource.



CITY OF PORTSMOUTH

Assessors Office

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
Tel: (603) 610-7249 – Fax: (603) 427-1579

To: Rick Chellman, Chair Planning Board
Cc: Karen S. Conard, City Manager
From: Rosann Lentz, City Assessor
Date: March 12, 2025
RE: City Council Referral- Request of Restoration of Involuntarily Merged Lots to pre-merger status at 25 Sims Ave – **Amendment**

On March 12, 2025, Michael Roylos as Executor for the Estate of Annette Roylos, amended his request to unmerge lot 44 only.

Lots 42 & 43

Due to the placement of the single-family dwelling straddling Lots 42 and 43, the use of these lots would not qualify them to be restored to their pre-merger status.

Lot 44

Lot 44 was purchased two years after the construction of the dwelling. Case law looks at the use of the property and any overt actions that occurred over time to the placement of buildings, driveways, outbuildings, etc. Lot 44 appears to have had no overt taken actions over time causing this lot to be part of the use property in its entirety.

Recommendation

In reviewing RSA 674:39-aa and case law, it is recommended the request be approved to restore Lot 44 to its pre-merger status.

From: [Kimberli Kienia](#)
To: [Kimberli Kienia](#)
Subject: FW: 25 Sims Ave
Date: Wednesday, March 12, 2025 11:02:06 AM

-----Original Message-----

From: QR Pucks.com <mike@qrpucks.com>
Sent: Tuesday, March 11, 2025 5:48 PM
To: Peter M. Stith <pmstith@portsmouthnh.gov>
Cc: Rosann Maurice - Lentz <rlentz@portsmouthnh.gov>
Subject: Re: 25 Sims Ave

You don't often get email from mike@qrpucks.com. Learn why this is important
<<https://aka.ms/LearnAboutSenderIdentification>>

Hi Peter, Thanks again for your help with this. I trust this will clarify the request.

Annette Roylos 2/11/2025
By Michael Roylos as Executor of Estate

25 Sims Avenue Portsmouth, NH 03801

Portsmouth Planning Department City Hall -1 Junkins Avenue Portsmouth, NH 03801

RE: Updated Request for Involuntary Merger Reversal - 25 Sims Avenue, Portsmouth, NH 03801

Dear Planning Board Members:

I am updating my previous request pursuant to NH RSA 674:39-aa and clarifying the restoration of the property located at 25 Sims Avenue in Portsmouth, New Hampshire, identified as Tax Map 233, Lot 71 as discussed.

I am seeking to unmerge lot 44 only. Lots 42 and 43 were deemed merged when the dwelling was built straddling the lot line but lot 44 was purchased two years later and merged involuntarily.

Based on our research and property records, this involuntary merger occurred after the 12/01/81 Property Assessment Record which is attached .In accordance with RSA 674:39-aa, I have previously submitted the following documentation to support this request:

1. Current deed showing ownership
2. Chain of title documentation
3. Historical tax records showing the involuntary merger timeline
4. Original subdivision plans/surveys
5. Current plot plan showing existing conditions
6. Tax cards showing lot history
7. We affirm that:

- * These lots were involuntarily merged prior to September 18, 2010
- * No owner of the lots took any action to voluntarily merge these lots
- * The merger was conducted by the municipality for tax/assessment purposes without owner consent
- * I understand that upon approval, I will need to record the restoration at the Rockingham County Registry of Deeds. Please contact me if any additional information is needed to process this request.

Thank you for your attention to this matter.

Sincerely,

Michael Roylos

Phone: 207-432-4492 Email: Mike@qrpucks.com <<mailto:Mike@qrpucks.com>>

<<https://mailtrack.io/trace/mail/538a76e1376ea46fa63923f896d75d4d2fd50dd2.png?u=8924516>>

On Tue, Mar 11, 2025 at 11:26 AM QR Pucks.com <mike@qrpucks.com <<mailto:mike@qrpucks.com>>> wrote:

Hi Peter,

I will have a supplement to your email address by Wednesday morning.
Thanks very much for your help and swift guidance on this.
It's greatly appreciated.

Mike

On Tue, Mar 11, 2025, 11:13 AM Peter M. Stith <pmstith@portsmouthnh.gov <<mailto:pmstith@portsmouthnh.gov>>> wrote:

Mike,

Attached is your cover letter. If you can provide a supplemental letter clarifying your intent, I can include it in the Planning Board packet.

Thank you,

Peter Stith, AICP
Planning Manager
Planning & Sustainability Department
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801
603.610.4188
www.portsmouthnh.gov <<https://mailtrack.io/1/59546d2432991072810c8d152158dd583827b2a7?url=http%3A%2F%2Fwww.portsmouthnh.gov&u=8924516&signature=f6681601cca00158>>

-----Original Message-----

From: QR Pucks.com <mike@qrpucks.com <<mailto:mike@qrpucks.com>>>
Sent: Tuesday, March 11, 2025 11:04 AM
To: Peter M. Stith <pmstith@portsmouthnh.gov <<mailto:pmstith@portsmouthnh.gov>>>
Cc: Rosann Maurice - Lentz <rlentz@portsmouthnh.gov <<mailto:rlentz@portsmouthnh.gov>>>
Subject: 25 Sims Ave

You don't often get email from mike@qrpucks.com <<mailto:mike@qrpucks.com>> . Learn why this is important <<https://aka.ms/LearnAboutSenderIdentification>>>

Hi Peter,

[Rosann suggested I get in touch with you so I can move this forward.Do you need another letter asking for the unmerging of just Lot 44?](#)

[For some reason, I can't find my original letter for this property.](#)

[Could you forward it to me or a link where I can find it?](#)

[Thanks very much,](#)

[Mike](#)

[Notice: Email Address Change](#)

[Our email domain has changed. Please use @portsmouthnh.gov](#)
<<https://mailtrack.io/1/275a1184e169e68c5dc3884d8529312e0ee30aa4?url=http%3A%2F%2Fportsmouthnh.gov&u=8924516&signature=9c48558d00f4ab28>> instead of
@cityofportsmouth.com <<https://mailtrack.io/1/a529e8c7331cba780e9c5e7d91b835c35839e8cf?url=http%3A%2F%2Fcityofportsmouth.com&u=8924516&signature=90ef0c985aed46e2>> for future
communications. Thank you for your attention!

CITY OF PORTSMOUTH
BELOW MARKET RATE HOUSING TRUST FUND

The City of Portsmouth, a New Hampshire municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, County of Rockingham, State of New Hampshire 03801 (hereinafter, “City”) and its Trustees of Trust Funds, Charter Officers of the City with a principal place of business at the same address (hereinafter “Trustees”) enter this Trust Agreement for the purposes and under the terms and conditions herein.

WHEREAS, enhancing the supply of housing choices, specifically the supply of below market rate housing options, tops the list of the Portsmouth City Council’s goals for 2024-2025; and

WHEREAS, the goals of the City of Portsmouth (the “City”), as expressed in its 2025 Master Plan, include encouraging walkable mixed-use development, adapting the housing stock to accommodate changing demographics and accommodating the housing needs of the City’s current and future workforce; and,

WHEREAS, in pursuit of those goals, the Portsmouth City Council re-established the Housing Blue Ribbon Committee in February 2024; and

WHEREAS, the Housing Blue Ribbon Committee recommends the establishment of a Below Market Rate Housing Trust Fund to support the City’s housing-related goals; and

WHEREAS, the Housing Blue Ribbon Committee recommends that the primary purpose of the Below Market Rate Housing Trust Fund shall be to create new and maintain existing, below market rate housing in the City;

NOW THEN, the City hereby establishes the Below Market Rate Housing Trust Fund under the following terms and conditions:

1. The primary purpose of the Below Market Rate Housing Trust Fund shall be to receive and distribute funds for the creation, retention and maintenance of below market rate housing in the City.
2. "Below market rate housing" is defined as housing that is affordable to those households earning no more than 100% of the average median household income or as determined by appropriate governmental entities chosen by the Portsmouth City Council, or such other criteria as may be deemed appropriate from time to time by the Portsmouth City Council.
3. The Below Market Rate Housing Trust Fund shall be used by the City to fund, initiate, and facilitate activities consistent with the purposes for which the Trust is established. These activities may be conducted by the City alone or in partnership with public, non-profit and private housing developers, property owners, and property managers.
4. The Below Market Rate Housing Trust Fund may be used to fund activities related to the creation, retention and maintenance of below market rate housing in the City, that may include, but are not limited to, the following:
 - The acquisition of land to be used for the development of below market rate housing;
 - Community outreach and engagement related to below market rate housing projects;
 - Development studies, analysis, planning and consultant efforts related to below market rate housing;
 - The purchasing of existing housing to be used for below market rate housing;
 - The construction of below market rate housing;
 - Assistance to renters to afford below market rate housing
 - Assistance for home buyers of below market rate housing;
 - The maintenance of below market rate housing;
 - The management of below market rate housing programs; and,
 - Site specific municipal infrastructure improvements needed to support the development of below market rate housing.
5. The City Council shall determine all appropriate expenditures from the Trust. The Trustees shall disburse funds from the Trust in amounts and at times as shall be specified in one or more written requests from the

City Manager acting pursuant to authorization of the City Council. Each request shall identify the payee(s), the amount(s) requested, whether the expenditure is to be paid from public funds or private donations, and the purpose of the expenditure, and be accompanied by a certified copy of the City Council authorization from the City Clerk.

6. The Below Market Rate Housing Trust Fund is intended to serve as a repository for and an ongoing funding source from which the City may authorize the expenditure of sums deemed appropriate by the City Council for the purposes for which the Trust exists.
7. The Trustees of Trust Funds may receive contributions to the corpus of the Trust from the City ("Public Funds") or from any other person or entity making contributions ("Private Donations") thereto. "Public Funds" shall include all interest, dividends, and appreciation realized on public contributions. "Private Donations" shall include all interest, dividends, and appreciation realized on private donations. Except, however, the Trustees shall not be required to accept any contributions deemed inappropriate by the Trustees.
8. All funds with the Trust, whether designated as the corpus or income produced thereby, once donated to the Trust, shall be available for expenditure by the City Council pursuant to the provisions of this Trust.
9. The Trustees shall have the complete discretion to hold, liquidate or otherwise transfer any stocks or other non-cash assets contributed to the Trust, if all net proceeds received from the transfer of such assets are paid into the Trust. All costs and expenses incurred with respect to the sale or transfer of such assets shall be paid or reimbursed from the proceeds of the sale or transfer.
10. All contributions to the Trust shall be added to the corpus of the Trust which shall be held by the Trustees in any type of account or investment permitted by law as determined by the Trustees. This will be done in compliance with RSA 31:19-a, that limits the comingling of public and private donations for investment. With that restriction, all public funds may be collectively invested with other public funds and all private funds may be collectively invested with other private donations held by the Trustees, without restriction against pooling of assets for investment purposes, so long as such funds and any income attributable thereto are subject to separate accounting by the Trustees.

11. In the event that the Portsmouth City Council determines that the need for municipal support of below market rate housing has ceased to exist, or for such other reasons deemed appropriate by the City Council, this Trust may be discontinued by a 2/3 vote of the City Council. In that case any funds held by the Trustees under the terms of this Trust shall be disbursed to a similar housing-related purpose or entity in accordance with the direction of the Portsmouth City Council. Following a decision to discontinue this Trust by the Portsmouth City Council, all requests for disbursement shall both comply with the requirements of Paragraph 8 of this Trust Agreement and further be accompanied by a certified copy of the Council vote to discontinue the Trust from the City Clerk.

Dated: _____

CITY OF PORTSMOUTH

Karen Conard, City Manager

Pursuant to vote by the Portsmouth City Council on _____, 2025

Accepted by the Trustees of the Trust Funds

Dated: _____

Thomas R. Watson, Chairperson

Dated: _____

Dana S. Levenson

Dated: _____

Peter G. Weeks

**City of Portsmouth
Assessor Office**

To: Karen Conard, City Manager
From: Susan Morrell, City Attorney
Cc: Rosann Lentz, Assessing Director
Date: April 1, 2025
Re: Payment in Lieu of Tax Request – Friends of Lafayette House

On November 7, 2024, Rene Sullivan contacted the Assessor's Office regarding a payment in lieu of tax pursuant to RSA 72:23-k. This request was delayed due to their treasurer stepping down and their organization trying to hire an attorney to complete the process. On February 19, 2025, David S. Brown, attorney for Friends of Lafayette House, submitted a letter to the Portsmouth City Council requesting a payment in lieu of tax in the amount of \$3,500 pursuant to RSA 72:23-k.

Friends of Lafayette House is a group home facility for adults with developmental disabilities located at 413 Lafayette Road. The Assessor's Office has reviewed the Friends of Lafayette House 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.

Friends of Lafayette House does qualify for charitable status but needs to follow that statute for charitable, nonprofit community housing and community health care facilities for elderly and disabled persons pursuant to RSA 72:23-k as stated above.

The Assessing Director has reviewed financial statements provided by Friends of Lafayette House and for Fiscal Year 2025 and recommends a payment in lieu of tax in the amount of \$3,500 as requested. This amount would be consistent with other PILOT agreements the City has entered into in the past.

**PAYMENT IN LIEU OF PROPERTY TAX AGREEMENT BETWEEN
THE CITY OF PORTSMOUTH AND FRIENDS OF LAFAYETTE HOUSE**

This Agreement is made as of this _____ day of _____, 2025, pursuant to NH RSA 72:23-k, by and between the Friends of Lafayette House, having a place of business at 413 Lafayette 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. FRIENDS OF LAFAYETTE HOUSE is a New Hampshire non-profit organization dedicated to supporting Lafayette House, a group home for the developmentally disabled, located at 413 Lafayette Road, Portsmouth, New Hampshire 03801 (the “Property”).
- B. Lafayette House is a group home for the developmentally disabled, with 12 residents, 13 bedrooms, 8 bathrooms, a kitchen, living room and dining room.
- C. Lafayette House is supported by FRIENDS OF LAFAYETTE HOUSE, a tax-exempt charitable non-profit under Section 501(c)(3) of the Internal Revenue Code. The income and profits of Friends of Lafayette House 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 423.

- E. The CITY recognizes that as presently constituted the LAFAYETTE HOUSE/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, the FRIENDS OF LAFAYETTE HOUSE shall make a payment in lieu of taxes in the amount of \$3,500. Failing mutual agreement, the sum paid on December 1 of each year shall be an amount not to exceed the lower of 10 percent of the shelter rent received by the owner from all sources during the preceding calendar year, not including security deposits received from residents of the housing project, for shelter and care of residents within the project, or a sum equivalent to that derived from application of the current municipal, non-school, portion of the local tax rate against the net local assessed value of the project.
- G. The CITY is willing to recognize and grant to THE FRIENDS OF LAFAYETTE HOUSE an exemption from taxation and accept a payment in lieu of taxes by THE FRIENDS OF LAFAYETTE HOUSE, 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, THE FRIENDS OF LAFAYETTE HOUSE and the CITY agree as follows:

1. *Tax Exempt Status.* The CITY recognizes, agrees, and grants to THE FRIENDS OF LAFAYETTE HOUSE 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 (PILOT).*

(a) Commencing on the execution of this agreement, THE FRIENDS OF LAFAYETTE HOUSE shall be obligated to pay the CITY, in lieu of taxes, \$3,500.

(b) The PILOT payment shall be payable no later than May 1, 2025.

(c) THE FRIENDS OF LAFAYETTE HOUSE shall provide the CITY annually, contemporaneously with payment of the PILOT, 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 May 1, 2025 , as long as THE FRIENDS OF LAFAYETTE HOUSE remains exempt from payment of property taxes under RSA 72:23-k, I & II.

(e) Nothing in this Agreement shall prevent THE FRIENDS OF LAFAYETTE HOUSE from challenging the CITY's assessment of the real estate or the improvements in accordance with applicable law.

(f) If the method of calculating the CITY's tax under RSA 72 is changed, the parties agree to enter into good faith negotiations to amend this Agreement.

3. *Lease of Property by THE FRIENDS OF LAFAYETTE HOUSE to Nonexempt Person or Entity.* In the event that all or a portion of the Property is leased by THE FRIENDS OF LAFAYETTE HOUSE to a person or entity which is not exempt from taxation, such person or entity shall pay taxes on such portion determined by multiplying the tax derived from application of the full tax rate to the assessed value of the Property by a fraction, the numerator of which shall be total square footage of the building constructed on the property

(including the tenant's portion of common areas, if any) leased to such person or entity, and the denominator of which shall be to the total square footage of the building constructed on the Property.

4. *Termination.* Either party may terminate or renegotiate this agreement after payment this year, prior to November 1, 2025. In the event the Property is sold or disposed of by THE FRIENDS OF LAFAYETTE HOUSE, 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.
5. *Binding Effect.* This Agreement constitutes the binding agreement of the CITY and THE FRIENDS OF LAFAYETTE HOUSE, their respective successors and assigns. This Agreement cannot be modified except by an instrument in writing agreed to by the parties.
6. *Representation of Authority.*
 - (a) THE FRIENDS OF LAFAYETTE HOUSE 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.
7. *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.
8. *Entire Agreement.* This Agreement constitutes the entire agreement of the CITY and THE FRIENDS OF LAFAYETTE HOUSE regarding the tax-exempt status of THE FRIENDS

OF LAFAYETTE HOUSE and payment in lieu of taxes regarding the property located at 413 Lafayette Road, Portsmouth, New Hampshire.

Authorization for the City Manager to enter into this Agreement was given by the City Council on April 7, 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

THE FRIENDS OF LAFAYETTE HOUSE

Witness

By: _____
Rene Sullivan
Duly Authorized

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this _____ day of _____,
2025 by Rene Sullivan, Executive Director, on behalf of THE FRIENDS OF LAFAYETTE
HOUSE.

Notary Public
My Commission Expires:

ACCESS EASEMENT FOR WATER SERVICES

KNOW ALL MEN BY THESE PRESENTS, that Go-Lo, Inc. a Corporation organized under the laws of the State of New Hampshire, with an address of 2059 Lafayette Road, Portsmouth, County of Rockingham, State of New Hampshire 03801 for consideration received, grants to the City of Portsmouth, a municipal body politic having a mailing address of 1 Junkins Avenue, Portsmouth, County of Rockingham, State of New Hampshire 03801, with **QUITCLAIM COVENANTS** an easement over, below, along, and across the premises described herein, located at 2059 Lafayette Road, Portsmouth, County of Rockingham, State of New Hampshire, 03801 (Tax Assessor's Map No. 258, Lot 12), and being more particularly described as follows:

A certain tract or parcel of land with the buildings therein as shown on a plan prepared by Altus Engineering, LLC, dated February _____, 2025, entitled, "Site Redevelopment, Tax Map 258, Lot 12, 2059 Lafayette Road, Portsmouth, NH", recorded in the Rockingham County Registry of Deeds as Plan D-_____.

Meaning and intending to convey an easement over the premises conveyed by Warranty Deed of William N. Dawson and Ruth M. Dawson to Go-Lo, Inc., dated 11/7/1958, and recorded in the Rockingham County Registry of Deeds at Book 1486, Page 393 and by Warranty Deed of James A. Labrie to James A. Labrie Revocable Trust of 1991, dated 11/15/2012, and recorded in said Registry at Book 5378, Page 2236.

See *also* Notice of Lot Merger, dated _____, and recorded in said Registry at Book _____, Page _____.

Purpose and Rights: The Grantee shall have a perpetual, permanent uninterrupted and unobstructed nonexclusive easement for the purpose of enabling the City of Portsmouth to access private water infrastructure including mains, water shutoffs, and valves for the limited purpose of leak detection and similar infrastructure inspection services and for access to valves for purposes of turning on and shutting off municipal water service. The Grantee shall have access to the utility room(s) within any buildings on the premises for water meter access. Grantee shall have no responsibility for installation, maintenance, operation, or replacement of the water infrastructure.

Retained Rights: Grantor retains the right to freely use and enjoy its interest in the easement area insofar as the exercise thereof does not interfere with the purpose of this instrument.

Easement To Run With Land: All rights and privileges, obligations and liabilities created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executor, successors and assignees of the Grantee and of the Grantor, the parties hereto and all subsequent owners of the Premises and shall run with the land.

This is an exempt transfer per R.S.A. 78-B:2(I).

IN WITNESS WHEREOF, the parties have executed this document on the _____ day of _____, 20__.

Go-Lo, Inc.

Witness: _____

By: _____

Name: Peter Labrie

Title: President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Personally appeared the above-named, Peter Labrie, in *his* capacity of President of Go-Lo, Inc., and acknowledged the foregoing instrument to be *his* free act and deed executed for the purposes contained therein.

Notary Public/Justice of the Peace

My commission expires: _____

LICENSE AGREEMENT EXTENSION
2 CONGRESS STREET
THE NORTH CHURCH OF PORTSMOUTH

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 License Agreement Extension for a revocable license to Milestone Construction, LLC ("Licensee") on behalf of the North Church of Portsmouth, with an address of 2 Congress Street, Portsmouth, NH, 03801 ("Owner") pursuant to the following terms and conditions:

1. **License Area:** The Owner owns the historic North Church of Portsmouth, property located in the City of Portsmouth, Rockingham County, State of New Hampshire, at 2 Congress Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 107, Lot 83 ("Property").

The City authorizes Licensee to temporarily use 1,624 square feet of the sidewalk area that abuts the Property located at 2 Congress Street, more particularly described and outlined in yellow in Exhibit A attached. Please note that this License Area is one of the City's Public Forum Areas and it may not be used as such during the terms of this License.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's improvements to the North Church of Portsmouth, which include improving ADA accessibility and the safety and functionality of the historic North Church. Currently Licensee has a License for the License Area for 125 day that is expiring on April 15, 2025. The improvements to the Property are not yet complete and Licensee will require use of the License Area beyond the termination date of the License to complete the project.
3. **Term:** The License for License Area shall be extended for approximately 60 days, from April 16, 2025 through June 14, 2025.

Licensee may terminate this License Extension prior to the end of the term by returning the License Area to safe and effective use by the public prior to the expiration of the term of this License Extension. The Licensee shall contact the Director of Public Works for a determination that the License Area has been returned to safe and effective use. Failure to remove all

vehicles, barriers, materials and equipment and to return the License Area to the City in the manner prescribed under this License Extension at the end of the term may result in enforcement action by the City.

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The Owner shall pay to the City a License Fee in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee for the sidewalk encumbered by this License Extension of \$0.05 per square foot per day.

The License Area includes 1,624 square feet of sidewalk that abuts the Property at 2 Congress Street. The fee of \$0.05 per 1,624 square feet per day is \$81.20. The total fee for \$81.20 per day x 60 days is **\$4,872**.

However, on September 23, 2024, the City Council unanimously granted Owner's request to **waive fees** for this project. Therefore, there will be no License Fee associated with this License Extension.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the License Area. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City will be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the License Area.

Owner is required to apply for separate Flagging Permits that are outside the scope of this License if required when closing roads that abut the Property.

9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this Agreement.

The City may elect to accept reasonable reimbursement from the Licensee in lieu of Licensee's repairing the damage.

10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of a site plan may, at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement, or any provision contained in this agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License Extension or if the public interest requires such termination. No 72-hour written notification is required by the City if it is an emergency.
12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractors shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractors may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this _____ day of _____, 2025.

CITY OF PORTSMOUTH

By: _____
Karen S. Conard, City Manager

Pursuant to vote of the City Council
on November 18, 2024.

Dated this _____ day of _____, 2025.

MILESTONE CONSTRUCTION, LLC

By: _____

Portsmouth, New Hampshire

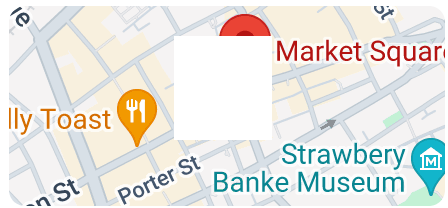
Google Street View

Sep 2019 [See more dates](#)



Google

Image capture: Sep 2019 © 2024 Google





To the Mayor and City Council of Portsmouth NH,

I am Brian Miller Chapter Director for Honor and Remember and Run Director for New England Run For The Fallen. We are in the planning stages for our 5th Annual Run which will come through your City on the morning of August 17, 2025, We will have Hero Markers placed roughly a mile apart in distance and our runners will stop at each marker for 90 seconds to honor the names on that Hero marker.

We will be working with the City Police department as we have in the past to safely get through your city. There is a map of the route we will be using along with a press release talking about our run.

I want to thank you in advance from the Gold Star Community, New England Run For The Fallen, and our runners and volunteers for helping us blaze a trail of remembrance 140 miles long honoring over 600 fallen soldiers since 9/11. Please feel free to contact me with any questions on our 4th Annual Run. God Bless

Brian Miller
Honor and Remember
New England Run For The Fallen
Director
413-378-8541

MEDIA CONTACT:

Laura Sutton | 480-495-4668 Laura@runforthefallen.org
Release Date: May 1, 2025

THIRD ANNUAL NEW ENGLAND "RUN FOR THE FALLEN" TO HONOR AND REMEMBER NEW MILITARY SERVICE MEMBERS WHO DIED AS A RESULT OF SERVING DURING THE WAR ON TERROR.



Relay Team to Cover One Mile for Each Fallen

*Service Member in Tribute Run from Cushman
Park, Bernardston Massachusetts – Fort
McClary, Maine, 140 miles.*

Chesapeake, VA – Beginning August 20, 2021, Honor and Remember Inc. established the New England Run for the Fallen to call attention to and honor the men and women who have recently died in military service to America. A team of more than 20 active duty military members and civilians from bases throughout New England and other locations across the U.S. will embark on a 140 plus-mile journey to honor every New England service member who died as a result of serving during the War on Terror and in support of Operation Iraqi Freedom, Enduring Freedom and New Dawn.

Each marker of the route will be dedicated to an individual hero and his or her family. The run team will stop at each “Hero Marker” HM (approx. one mile) to give individual tribute to waiting Gold Star family members, friends and comrades. The goal of the event is to create a 140 mile memorial trail through New England. Each hero marker tribute will include a short ceremony for the hero along with planting American and Honor and Remember Flags.

New England “Run for the Fallen” will kick off on Friday morning, August 18, 2023 at 7:00 a.m. at Cushman Park, with a “start” ceremony for the three-day, 140 plus mile run following Route 10 north through Northfield Mass to Rt142 following into Brattleboro VT., Intersection of Canal St,Rt 142& Rt119 Brattleboro VT. More details and route maps will be available here...

www.newengland@runforthefallen.org

For more information and to find out how to participate by joining the run or to donate or volunteer please visit the VA Run for the Fallen website at www.newengland@runforthefallen.org or www.HonorandRemember.org

- MORE -

-Run for the Fallen – PAGE TWO

Run for the Fallen – Jon Bellona, inspired after the death of his college roommate and friend 1LT Michael Cleary in Iraq, created a national run of remembrance. Beginning Flag Day, June

14, 2008, a dedicated team of runners ran across America from Fort Irwin, CA to Arlington National Cemetery, one mile for every member of the United States Army, Navy, Air Force, Coast Guard and Marines killed in Operation Iraqi Freedom. Each year since the run across America, runners from around the world have joined Run for the Fallen in remembering our fallen heroes. Over 180,000 miles have been collectively run in remembrance of those fallen in those recent operations. www.runforthefallen.org

Honor and Remember, Inc. - After the death of his eldest son, Tony, in Iraq, Gold Star father George Lutz recognized the need to educate the nation on the precious cost of freedom. His mission became raising awareness about the sacrifice made by military men and women who

died for their country through the creation and establishment of a distinct and tangible symbol. The Honor and Remember Flag was unveiled nationally on Memorial Day 2008 to perpetually recognize the sacrifice of our fallen military heroes and their families. The flag is now being endorsed by veteran and service organizations and adopted by cities and states as an official symbol. And it is being flown by patriotic Americans across our nation, well on its way to becoming a nationally accepted symbol of remembrance. You can learn more and sign the petition to support this campaign by visiting www.honorandremember.org

###



Friends of the South End
PO Box 443
Portsmouth, NH 03802

March 21, 2025

Mayor & City Council
Portsmouth City Hall
One Junkins Avenue
Portsmouth, NH 03801

Dear Mayor & City Council,

On behalf of the Friends of the South End and the **Annual Fairy House Tour** event, I am seeking the City's permission to host this event on Saturday, September 20, 2025 and Sunday, September 21, 2025 from 10 a.m.- 3 p.m. both days, and to also clear the area from conflicting events.

This year the Tour will take place only on the grounds of the Governor John Langdon House and Strawberry Banke Museum. All entertainment and exhibits will be contained within these two historic properties. Additionally, we are asking the City of Portsmouth for permission to use Pierce Island for parking. We would again like to close Washington Street between Hancock and Court Streets to through traffic from 9:30 a.m.- 4 p.m. both days. Since we will not need any safety assistance for public crossing over Marcy Street, we anticipate hiring only one police officer to roam the event grounds during the event. We plan to have licensed food trucks onsite in addition to Pickwick's which has previously provided food to attendees.

We look forward to working with the city staff to bring one of our area's most beloved community events to life in Portsmouth again. Please let me know if you need additional detailed information at this time so that this request can be added to the next Town Council meeting agenda for timely scheduling and approval.

Thank you for helping us to again create a magical event in the South End for the benefit of our children and community.

A handwritten signature in black ink, appearing to read "Debra C. Smith".

Debra C. Smith
2025 Event Manager
info@fairyhousetour.com
860/836-7370 cell
603/292-5862 home

Cc: Mary Thomas, FOSE Co-President
Jessica Griffin, Town Manager Office



To: The Honorable Mayor Deaglan McEachern and Portsmouth City Council

From: The Seacoast Half Marathon Organizing Committee

Date: March 27, 2025

Dear Mr. Mayor and Members of the City Council,

The Seacoast Half Marathon Organizing Committee is formally requesting the city's permission to hold the 20th Annual Seacoast Half Marathon on Sunday, October 26st 2025. This is a charity event with 100% of the proceeds going to a new Seacoast non-profit beneficiary every year. The organizing committee is volunteer only. This year's recipient is the the Birchtree Center for Autism. The race has raised over \$1.8M in its 19 years, in most years contributing \$100K to its selected beneficiary.

As in the past we intend to cap the registrations to have no more than 1,000 runners and walkers on course with walkers starting at 8:00AM and the runners at 8:30AM. Our official course closing time is 11:30AM.

The start is at the base of Summit Ave by the high school and the finish is at the parking area by the cafeteria of the high school. PHS has already agreed to reserve the date for an outside event. The route of the event includes South St. from the HS to Broad St. to Jones and then Sagamore heading towards Foye's Corner (Circle) to Pioneer into Rye. The return re-enters Portsmouth at Foye's back down Sagamore turning right onto Wentworth Rd to New Castle and re-entering Portsmouth along the causeway from New Castle to New Castle Ave. and up South St. back to PHS.

Each year in the past we met with the head of the DPW and Police Department and agree on a safety detail and hire the recommended police for traffic control (no road closures). In addition, we have over 45 volunteers on course at each intersection and blind curve to keep runners and drivers safe. In addition to our beneficiary, we give \$500 each to 5 non-profit organizations to host the water stops along the way in safe locations away from traffic.

Thank you for your consideration and I look forward to an opportunity to discuss this request in more detail once you have an opportunity to review.

With Best Regards

Bruce Hurley

Seacoast Half Marathon Organizing Committee

Cell (603) 373-8323 bhurley@globallaminates.com

www.seacoasthalfmarathon.com

Katie Ross
Pure Barre Portsmouth
2454 Lafayette Rd, Unit 37
Portsmouth, NH, 03801
603-373-8143
portsmouthsm@purebarre.com

Mayor and City Council of Portsmouth
1 Junkins Ave
Portsmouth, NH, 03801

Dear Mayor and Portsmouth City Council,

My name is Katie Ross, and I am the Studio Manager at Pure Barre Portsmouth. We are a barre fitness studio located in Portsmouth. We are writing to formally request the use of Prescott Park for a Silent Yoga Class on Friday, June 27th at 6:00 am.

This will be a completely silent class, we will not need any amplification. Our Class is only 50 minutes long. We will be all packed up and out of the park by 7:30 am. This class will be entirely free and open to the public.

We have had a class here in past years, and it has been a wonderful experience and a great community building event.

Thank you for your consideration, we look forward to hearing back from you.

Sincerely,

Katie Ross



March 27, 2025

Portsmouth City Manager and Officials
1 Junkins Ave.
Portsmouth, NH 03801

Ms. Conard and City Officials,

The Music Hall respectfully submits the following requests for the City of Portsmouth's approval to include the closure of Chestnut Street to vehicular traffic for upcoming outdoor, special events, and festivals taking place in 2025, as outlined below. Each event will include all requirements the City of Portsmouth puts forth, including recommendations from its health, police, and fire departments. Additionally, if outdoor alcohol service is being requested, proper licensing will be sought from the NH State Liquor Commission, and beverage service will be provided by The Music Hall's team of professional ServSafe and T.E.A.M. certified bartenders within designated consumption areas. The Music Hall will also communicate approved street closures in advance with abutting neighbors.

Please note:

- The Music Hall is not budgeting or planning to host any *Live Under the Arch* (LUTA) Concerts on Chestnut Street in 2025.
- Diagrams for each event can be provided upon request.

TEDx Portsmouth

(Friday, May 9, 2025 / 8:00 AM - 4:00 PM)

[TEDx Portsmouth](#) returns to The Music Hall on Friday, May 9, 2025, for an all-day event. The same use of the street as in previous years is planned to include welcoming attendees for registration with coffee and water service served on three tables placed on the street along the theater's exterior. At lunchtime, from approximately 12:00 PM-1:00 PM, cafe tables and chairs will be placed on Chestnut Street to allow guests to eat their "bagged lunches" provided by TEDx. The Music Hall team will provide waste receptacles and thoroughly sweep the street post-event to ensure it is clean and trash-free. Porter Street will remain unobstructed for the duration of the event. No alcohol service or consumption will be provided outside.

Emerging Artist Benefit Concert (Pre-Show Welcome)

Sunday, May 11, 2024 / 9:00 AM - 7:00 PM

We are pleased to announce that singer, songwriter, and actress Sara Bareilles will perform at our Historic Theater on May 11, 2025, at 7:00 PM as part of The Music Hall's third annual

[Emerging Artist Benefit Concert](#). Prior to the concert start time, a red carpet entrance will be built on Chestnut Street, where selected winners from the Emerging Artist Grant program will play live music for attendees as they arrive at the theater, creating an opportunity for them to showcase their talents and provide attendees with live entertainment in a festive atmosphere. Along with musicians, attendees will have the opportunity to take photos before the concert start time. Production needs are minimal, including a portable PA and a more diminutive 8-foot by 8-foot platform stage placed at the top of Chestnut Street, where it abuts Porter Street. The Music Hall team will provide waste receptacles and thoroughly sweep the street to keep it clean and trash-free. Lastly, we request the ability to serve alcohol on Chestnut St., which will be served and coordinated by our team of T.E.A.M. bartenders while adhering to city guidelines. Porter Street will continue to remain accessible to vehicular traffic.

Writers on a New England Stage Festival (Celebrating 20 Years of WNES)

Sun. September 7, 2025

Wed. September 10, 2025

The Music Hall and New Hampshire Public Radio are celebrating 20 years of collaboration in literary programming this year. Championing the power of words by bringing together readers, writers, and thinkers, and exploring diverse voices and ideas that enrich our world. Through vibrant discussions, author events, and community engagement, we aim to foster a love of reading, promote literary exploration, and support a thriving literary culture on the Seacoast. On Sunday, September 7, 2025, the festivities will commence with a book fair on Chestnut Street in the afternoon, tentatively scheduled from 12:00 PM-3:00 PM and 4:30 PM-6:30 PM. A keynote speaker event will begin at 3:00 PM and finish around 4:30 PM. This book fair event will feature vendors selling books and reading-related items, as well as photo opportunities for guests. On Wednesday, September 10, 2025, we will feature an international bestselling author which will include a red carpet entrance set up on Chestnut Street. For both September 7, 2025 and September 10, 2025, we request the ability to serve alcohol on Chestnut St., which will be served and coordinated by our team of T.E.A.M. bartenders while adhering to city guidelines. Porter Street will continue to remain accessible to vehicular traffic.

Telluride by the Sea Film Festival

Fri. September 12, 2025, through Sun. September 14, 2025

Back for its 26th year at The Music Hall, this year's *Telluride by the Sea* Film Festival will continue to operate with the same street layout and offerings as in years past.

We request that Chestnut Street be closed from 9:00 AM to 11:00 PM on all three days of the festival to allow ample time for setting up stanchions. The expected attendance for this event is approximately 800 guests per day. Guests will be welcomed to queue up in pass holder-specific lines separated by these stanchions for each film screening throughout the weekend.

On Friday night, September 12, 2025, a local band will be featured at the top of Chestnut Street for attendees to listen to while they queue in line. No sound reinforcement or equipment will be needed for the artists.

On Saturday night, September 13, 2025, as in years past, we hope to host a “festival party” on Chestnut Street after that day's final film for all ticket-holding festival attendees. We would utilize our stanchions to designate an enclosed area for alcohol service and consumption, with light appetizers offered at the top section of Chestnut Street. Typically, this event lasts between 60-90min, from 10:00 PM-11:30 PM. Porter Street will remain unobstructed for the duration of the weekend. The Music Hall team will provide waste receptacles and thoroughly sweep the street each night to keep it clean and trash-free throughout the festival weekend.

New Hampshire Film Festival

Thu. October 16, 2025, through Sun. October 19, 2025/ 8:00 AM-11:00 PM

Celebrating its 23rd year and under the reins of The Music Hall, approval for Chestnut Street closure is submitted for the New Hampshire Film Festival, taking place Thursday, October 16, through Sunday, October 19, 2025, from 8:00 AM to 11:00 PM each festival day.

On Friday, October 17, 2025, the festival plans to once again host the opening night “Red Carpet Gala” on Chestnut Street. This event will occur from 6:30 PM-8:00 PM, but will require all-day set-up with our event production team. We hope to include alcohol service at this event by offering an enclosed area for service and consumption. Porter Street will remain unobstructed for the duration of the event. The Music Hall team will provide waste receptacles and thoroughly sweep the street each night to keep it clean and trash-free throughout the festival weekend.

Please note: an additional request to close Portwalk Place on Saturday, October 18, 2025, for the film festival's annual hospitality party will be forthcoming in a separate request.

Outdoor Holiday Winter Carnivals

Sat. December 13, 2025 / 12:00 PM - 8:00 PM

Sat. December 20, 2025 / 12:00 PM-8:00 PM

In conjunction with this year's 24-show holiday presentation of *White Christmas*, in partnership with the Ogunquit Playhouse, The Music Hall would like to transform Chestnut Street into a family-friendly winter carnival complete with ice sculptures, holiday decor, specialty lighting, and festive food and beverage options. These carnivals will only take place on Saturdays of the show run, with the exception of Saturday, December 6, 2025, slated for Portsmouth's Annual Holiday Parade. The Music Hall team will provide waste receptacles and thoroughly sweep the street post-event to ensure it is clean and trash-free. Porter Street will remain unobstructed for the duration of the event. No alcohol service or consumption will be provided outside.


Thank you for your time in reviewing these requests. Events such as these have a tremendous economic impact, not only for The Music Hall and its corporate sponsors but also for local

restaurants, retailers, and musicians. We are so grateful to the City of Portsmouth officials, council members, and citizens for their continued support of our institution.

We look forward to ongoing collaborations so that we may continue to provide our community with rich and diverse cultural live experiences.

If you have any additional questions, please contact Ashleigh Tucker Pollock, The Music Hall's Associate Executive Director, at atucker@themusichall.org.

Sincerely,

A handwritten signature in black ink that reads "Tina Sawtelle". The signature is written in a cursive, flowing style.

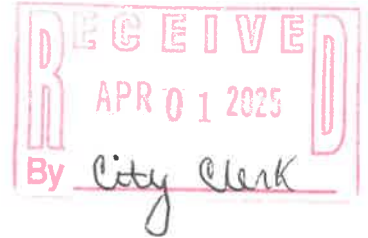
Tina Sawtelle
President/CEO, The Music Hall
28 Chestnut St.
Portsmouth, NH 03801
tsawtelle@themusichall.org



Granite State Wheelers

Bicycling in New Hampshire since 1971

215 S. Broadway #216
Salem, NH 03079-3374
603-898-5479



City of Portsmouth
Portsmouth City Council
1, Jenkins Avenue

Portsmouth, NH 03801

February 25, 2025

Re: Permit request for the annual Granite State Wheelers' 'Seacoast Century' bicycle ride.

Dear Portsmouth City Council Members,

We would like to thank you very much for all your support of this event in recent years. Our 51st edition of this annual event is scheduled for September 13, 2025.

We request your approval to ride through Portsmouth on the same route as in 2024. A route map is attached, as well as the Certificate of Insurance. This is a scenic fun ride alongside our beautiful coastline and not a race. We do not need any road closures. Riders will have 4 distance options and those who choose to ride 50, 62 or 100 miles will ride twice through Portsmouth. Once on the way north to Nubble Lighthouse and then riding back south to the Smuttynose Brewery in Hampton, where we have our start and finish this year.

We will have some 900 riders, weather depending, who will pass through your City throughout the day. The riders will follow the rules and laws of the road and helmets are mandatory. We encourage also front and rear lights. By the time riders reach Portsmouth they will ride in small groups or even individually, and always single file. As in the past the event fees are to cover our expenses, as well as supporting bicycle safety and advocacy in New Hampshire.

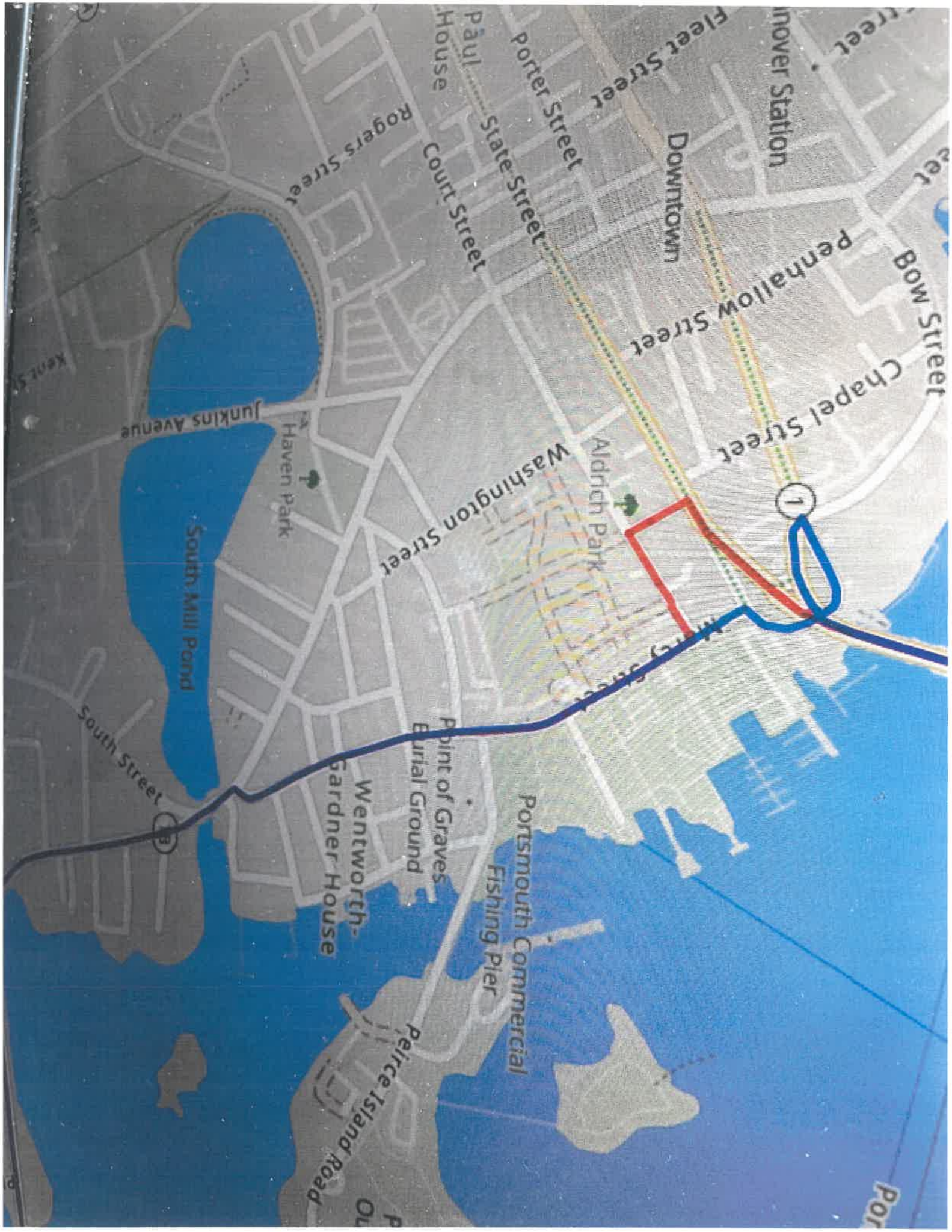
We will work as always closely with your City Manager, Police and all relevant departments as is needed. We will also request one or two police details, the same as last year.

Thank you for your ongoing support of this popular event. We welcome riders from all over New England, the Midwest/Great Lakes region and Canada and from our post ride surveys we know that Portsmouth is a big reason riders show up again and again.

Thank you and best regards,

Michael Claus
President

president@gswheelers.org / office@gswheelers.org
(603) 898 5479



Junkins Avenue

South Mill Pond

Haven Park

Washington Street

Aldrich Park

Portsmouth Commercial Fishing Pier

Wentworth-Sardner House

Point of Graves Burial Ground

Peirce Island Road

Penhallow Street

Downtown

Fleet Street

State Street

Porter Street

Inover Station

Bow Street

Por

1

B

City Council Emails – March 18, 2025 – April 3, 2025

Submitted on Sun, 03/16/2025 - 19:48

Submitted by: Anonymous

Submitted values are:

First Name

Catherine

Last Name

Lamond

Email

cklamond@comcast.net

Address

84 Haven Rd.

Portsmouth, New Hampshire. 03801

Message

Dear Councilors, My husband, Jim Lamond and I are NOT in favor of the development of a PHA apartment complex on the City Hall Lower lot. We live in the Little Harbour School neighborhood directly across South St from this proposed site and feel 1. our residential neighborhood is already tightly congested and 2. we already struggle with the heavy traffic and congestion related to Little Harbour School traffic, busses, overflow parking and events. Adding additional housing units in an already congested area of the city places undo burden on this neighborhood. We ask that you consider putting this development in an area that is less congested and already heavily used in the City.

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

Yes



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: _____

Initial applicant

Name: _____ Telephone: _____

Could you be contacted at work? YES NO If so, telephone# _____

Street address: _____


Mailing address (if different): _____

Email address (for clerk's office communication): _____

How long have you been a resident of Portsmouth? _____

Occupational background:

Please list experience you have in respect to this Board/Commission:

 OVER

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: _____

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

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

1) _____
Name, address, telephone number

2) _____
Name, address, telephone number

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: _____

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

Logan Roy

233 Hillside Drive • Portsmouth, NH 03801 • 603-892-9887
 loganmroy@gmail.com • linkedin.com/in/lroy

Objective: *Portsmouth, NH Planning Board*

A respected leader and experienced project manager with a proven ability to adapt to change and achieve goals. Recognized for outstanding communication and collaboration in diverse positions. Successful experience in land-use and permitting across multiple communities and project types.

Leadership – Written and Oral Communication – Innovation

RELEVANT EXPERIENCE

Project Manager, Novitium Energy **November 2021 - present**

- Managed full scope of rooftop, carport, and ground mounted solar projects from design to energization
 - Successfully executed over 30 projects in NJ, NH, MD, DC, TX, and CA
- Responsible for permitting of projects, including municipal land-use applications
 - Primary company liaison with municipalities, government agencies, and customers
- Lead process initiatives to simplify and improve scheduling and budgeting of projects

Assistant Project Manager, Borrego Solar **June 2020 - November 2021**

- Coordinated efforts across multiple teams to design, construct, and energize projects in ME/MA

UNITED STATES NAVY **May 2013 - present**

US Navy Reserve - Selective Service System HQ **January 2021 - present**

- Led a team to develop a training manual for Draft Board members

Operations Officer, Joint Region Marianas, Guam **April 2018 - April 2020**

- Ensured legal, and environmental coverage of events by working with federal and territorial agencies. Monitored and guided public affairs efforts, NEPA and Section 106 processes.
- Implemented internal and external feedback processes for training stakeholders, resulting in improved communication and opening of multiple new training areas at no additional cost.
- Represented Joint Region Marianas at numerous overseas conferences to present information and coordinate with regional and international stakeholders.

Assistant Engineer, USS Annapolis **August 2017 - March 2018**

Division Officer, USS Annapolis, USS Toledo **July 2015 - August 2017**

- Stationed at Portsmouth Naval Shipyard, 2015 - 2016

EDUCATION and TRAINING

B.S. Systems Engineering, United States Naval Academy, Annapolis, MD (with Merit)

CERTIFICATIONS

Engineer in Training, State of Maryland - *June 2013*

Project Management Professional Certification - *September 2020*

NABCEP Certified Photovoltaic Associate - *January 2025*



CITY OF PORTSMOUTH

Housing Blue Ribbon Committee

MEMORANDUM

To
Housing Committee

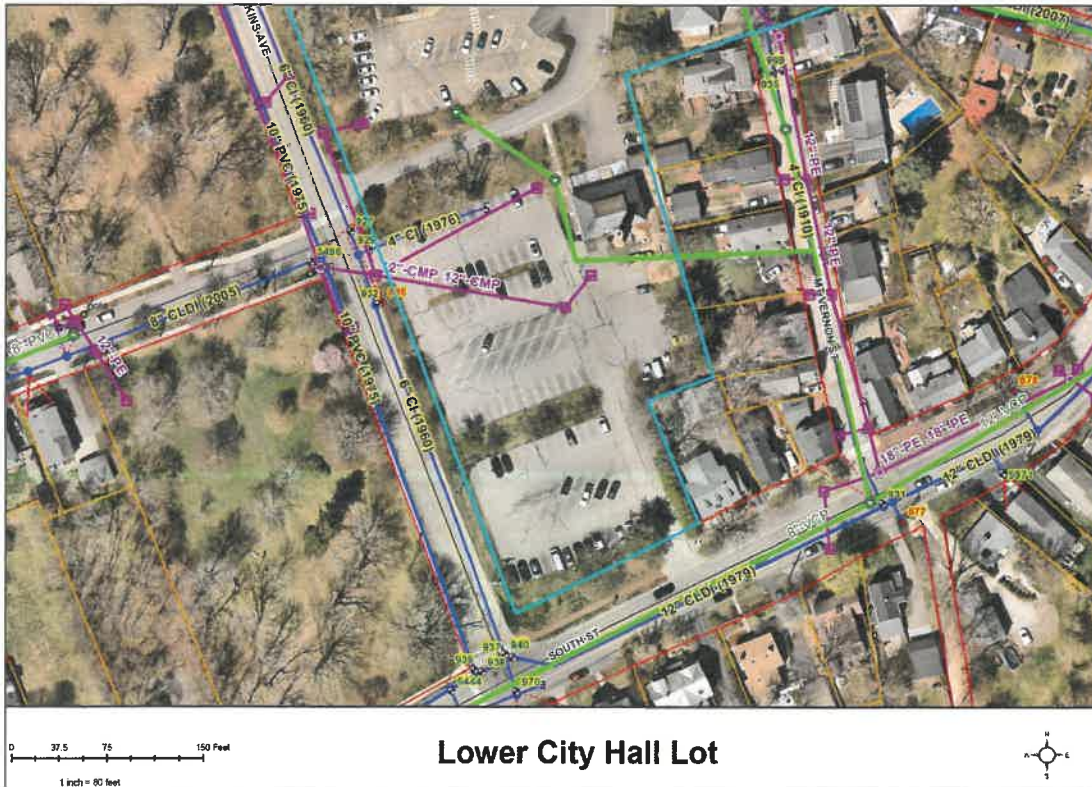
From
Planning Staff

Date
2-7-2025

Subject
City-Owned Parcels

City-Owned Parcels The properties are ranked in order from the last meeting. Some initial pros and cons of each are provided for each parcel, however additional input from the Committee should be included in any recommendation to City Council.

City Hall Lower Lot



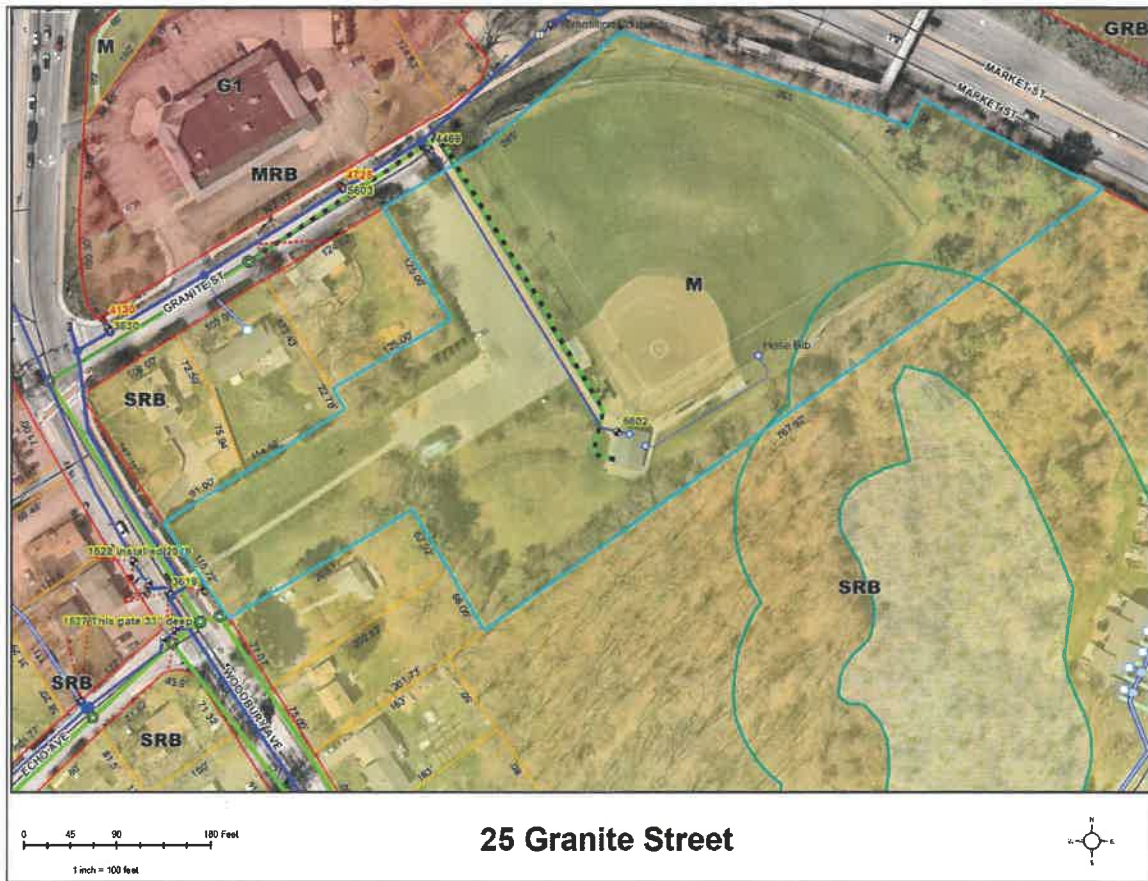


CITY OF PORTSMOUTH

Planning and Sustainability Department

The Lower Lot currently provides employee parking and is 1.3 acres in size. The parcel offers a potential development opportunity for housing which could be built over the existing lot and maintain the employee parking. The lot is walkable to downtown but is also serviced by COAST currently. There are no wetlands on the property and utilities are easily accessible. Development of this parcel should carefully consider the surrounding neighborhood and dwellings, especially located on Mt. Vernon Street.

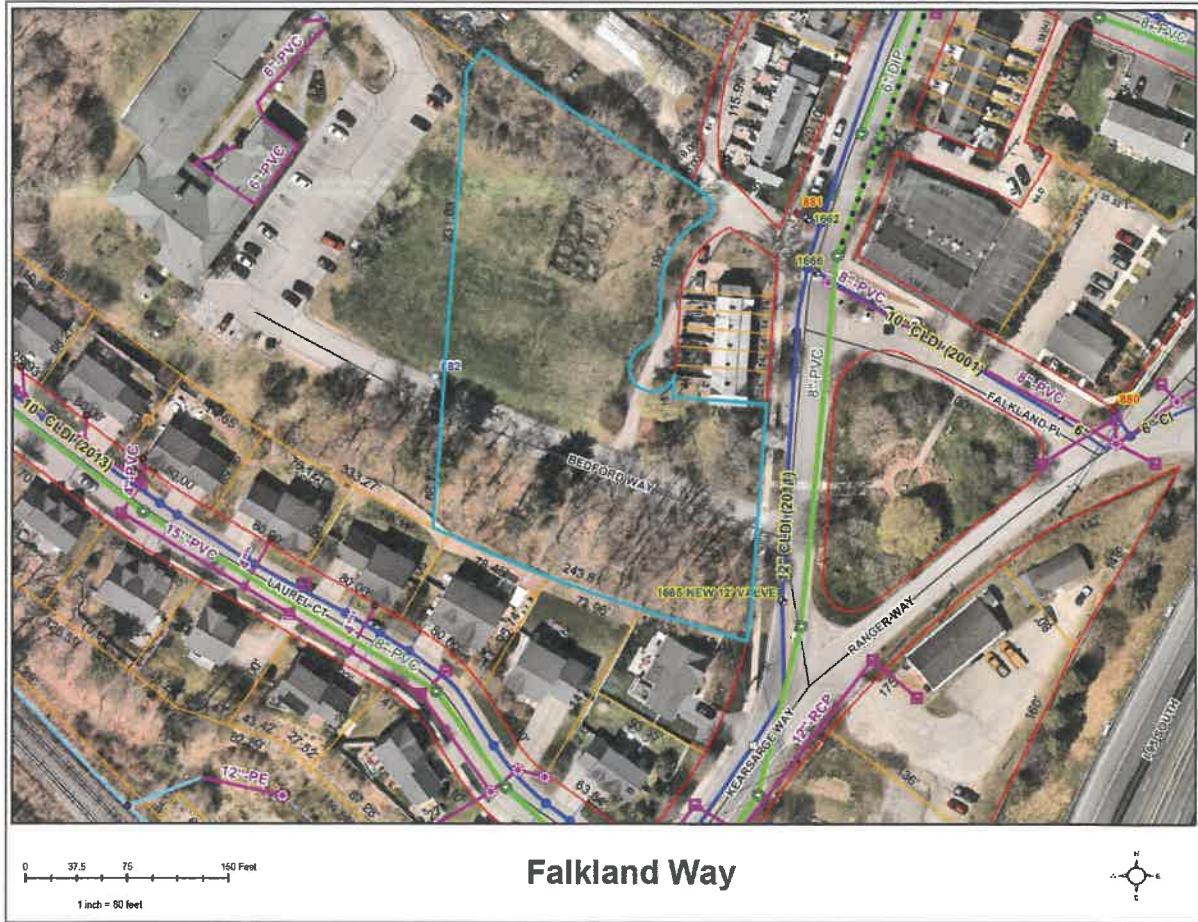
25 Granite Street



25 Granite Street is approximately 3.9 acres, has access off Granite Street but also has frontage on Woodbury Avenue. The current use of the site is recreational and it contains a ball field. A small apartment building could potentially fit on the site while retaining the ball field, while a larger development could be built without retaining the ball field. There is potential to acquire additional land to the east from the condo association that would create an opportunity for more housing and keeping the ball field. There are wetlands on the adjacent parcel which extends an area of wetland buffer onto this lot. Utilities are easily accessible for connection and there are no steep slopes or other topographical constraints on this parcel.



Falkland Way



This property is just under an acre and is bisected by Bedford Way. A portion of this property may be suitable for development alone or in conjunction with the PHA, who owns the adjacent property and has additional square footage that could be combined with this to develop more housing. This site would not be suitable for a large development, but the opportunity to create some housing is present. There are no wetlands and utilities are accessible.



134 Preble Way



This property is approximately 2.6 acres and contains an existing sports field, walking trails and woodlands on steep slopes. The ball field and existing trails are used frequently and are an amenity for the residents. Due to the steep slopes and shoreland buffer, the site is constrained and would likely be expensive to develop.



Feedback from Portsmouth Business Community on Coliving Zoning Amendments

Ben VanCamp, Chief Collaborator & President

March 20, 2025

Background

At the request of Councilor Beth Moreau and Planning and Zoning Board Chair, Rick Chellman, the Chamber Collaborative polled its membership regarding the topic of coliving in downtown Portsmouth, NH.

The questions were provided by Councilor Moreau. Respondents were given a week to respond. The Chamber received a 6% response rate to the survey for a total of 41 respondents, 22 (53%) of those were confirmed to be downtown Portsmouth businesses. Five respondents did not share a business name.

Summary

The feedback provided through this survey indicated that the business community was in favor of coliving being introduced to the downtown zoning in Portsmouth. While the question of parking requirements saw softer numbers it was still clear parking should not be an impediment to this style of housing.

Detailed Results

Question #1 - Are you familiar with the concept of coliving?

40 of the 41 (98%) respondents confirmed they were familiar with coliving.

Question #2 - The City of Portsmouth Planning Board is currently working adding coliving to the downtown zoning in a way to promote a more affordable way to obtain living arrangements for some people, do you agree this is a desirable way to create more affordable housing options for the downtown?

- Overall, 78% (32/9) of respondents shared coliving was a desirable way to create more affordable housing options for the downtown
- Downtown businesses, 77% (17/5) of respondents shared coliving was a desirable way to create more affordable housing options for the downtown

- Other businesses, 86% (12/2) of respondents shared coliving was desirable way to create more affordable housing options for the downtown

Question #3 - Do you agree or disagree that coliving units would be an added benefit to Portsmouth's downtown culture?

- Overall - 76% (31/10) agreed that coliving would be an added benefit to the downtown culture.
- Downtown businesses – 77% (17/5) agreed that coliving would be an added benefit to the downtown culture.
- Other businesses - 79% (11/3) agreed that coliving would be an added benefit to the downtown culture.
- Supportive comments provided from downtown businesses:
 - Coliving is a great way to be in community with others. It is not only about shared expenses but also shared domestic work. Artists and young people are often drawn to this lifestyle, both demographics are sorely needed downtown.
 - Anything we can do to provide more affordable housing options for workers is a benefit to our community. (eight similar comments to this were received)
 - Co-living is a concept that has always existed (renting a room, having roommates), but does not fit into modern zoning. A minimal parking component should be required (on or off site).
 - Making life easier for people to live in Portsmouth will add vibrancy to downtown. *(two similar comments were received)*
 - Co-living is perfect for people who are younger or older because both ends of the spectrum are more likely to benefit from the community and social interactions coliving offers. It's also ideal for people who want to be in a location where there are both jobs and entertainment - offering affordable housing options that are all about the location. *(two similar comments were received)*
 - The housing shortage affects all residents. The Portsmouth Women's City Club has provided affordable housing to women for over 100 years, so is in favor of all sensible options for allowing more people to live safely and affordably in this city.
 - I strongly believe that we need a 3-month minimum rental in the ordinance, otherwise we have a boarding house.
- Oppositional comments received from downtown businesses:

- I don't think New England residents want this kind of housing. Sharing bathrooms and living spaces with a dozen other people. No woman would want this atmosphere.
- Co-living gives a college dorm room feel to living. It feels more like a short-term hostel than a way to live. Those that will be looking for affordable housing will be those out of college and not looking to live like that. I think it is a cop out way to bring affordable living to Portsmouth.
- I am not confident unless this is going to benefit the downtown businesses that this adds any value. If they are a downtown business employee, then this might make sense. It also will increase parking needs, so they need to include this in the proposal. I would be in support of it with those two stipulations
- Lots of potential problems from shared portions of living spaces. Development of these coliving spaces will compete/suppress the development of more traditional affordable self-contained units, which seem preferable to me.

Question #4 – If coliving units were within a short walk from public parking garage, would you agree that no parking requirement is appropriate?

- Overall, 68% (27/13) agreed that no parking requirement is appropriate
- Downtown businesses – 64% (14/8) agreed that no parking requirement is appropriate
- Other businesses – 85% (11/2) agreed that no parking requirement is appropriate

Contact information:

Ben VanCamp

Ben@portsmouthcollaborative.org

603.610.5516

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:	3-31-25
Department/ Contact Person:	Police Department, Chief Newport/Exec. Asst. Jackie Burnett
Donation Amount:	Total of three (3) checks: \$1,800

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

Service Credit Union Check: \$500 for the Portsmouth Police Auxiliary Unit.
Paul Gormley/Kimi Iguchi check: \$1,000 for PPD Community Policing.
Jason C. Page check: \$300 for the Portsmouth Police Explorers Post 2609.

Is there a particular purpose intended with this donation:

The Police Department has a standing operating policy relative to the receipt of donations. Donations are reviewed initially by the Chief and are then considered by the Police Commission. The Police Commission then votes to accept the donation. They are then presented to the City Manager to go before the City Council for final approval.

Other Information/Special Conditions:

All donations were unsolicited and will be used exclusively for the specific work-related needs of the intended unit or program.

Donor #1 Information for Portsmouth Police Auxiliary Unit

First & Last Name:	NA
Business Name:	Service Federal Credit Union
Address*:	3003 Lafayette Road, Portsmouth, NH 03801
Phone*:	603-422-8300
Email*:	NA

Gift and Donation Submission Form

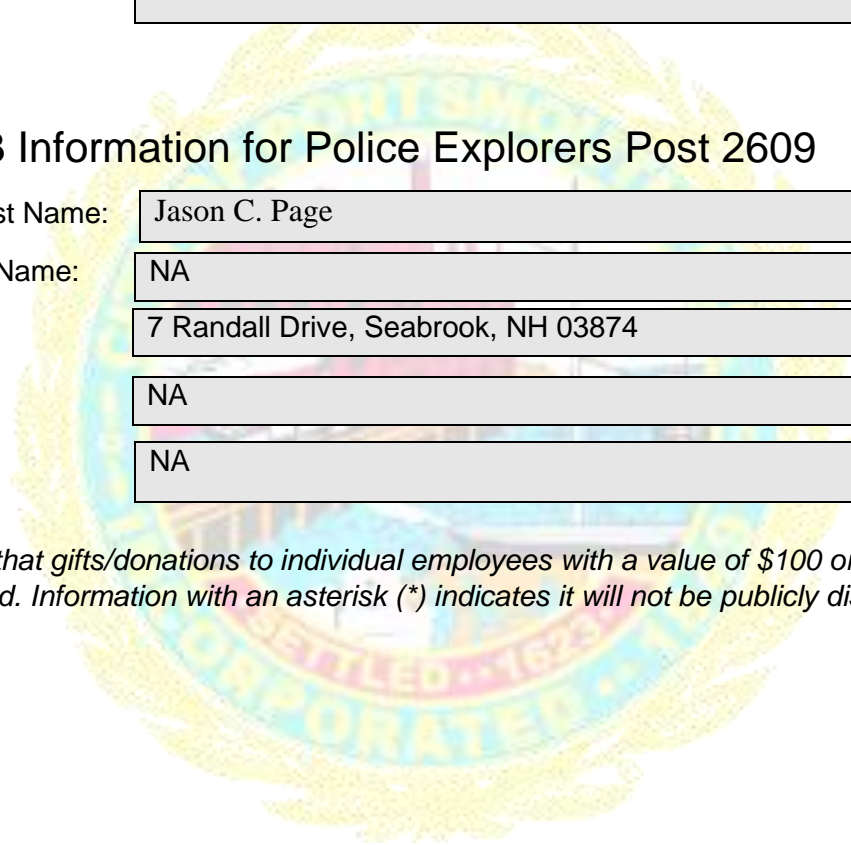
Donor #2 Information for PPD Community Policing

First & Last Name:	Paul Gormley & Kimi Iguchi
Business Name:	NA
Address*:	56 Salter Street, Portsmouth, NH 03801
Phone*:	NA
Email*:	NA

Donor #3 Information for Police Explorers Post 2609

First & Last Name:	Jason C. Page
Business Name:	NA
Address*:	7 Randall Drive, Seabrook, NH 03874
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.*



GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Portsmouth Police Department		1.4. Grantee Address 3 Junkins Avenue, Portsmouth, NH 03801	
1.5. Grantee Phone # (603)610-7416	1.6. Account Number 02-20-20-201510- 5021-072-500574	1.7. Completion Date 03/31/2026	1.8. Grant Limitation \$12,369
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 (“the Effective Date”).
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.
- 8.1. PERSONNEL.
The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9.
- 9.1. DATA: RETENTION OF DATA: ACCESS.
As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee’s breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 13.

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

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-SPECIAL PROVISIONS-

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

- 1 The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- 2 The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- 3 The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

- 4 Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

- 5 The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed

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to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the DOJ.

- 6 The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

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

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

8 **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this subaward.

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

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Record retention and access: Records pertinent to the award that the any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

9 Compliance with DOJ Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as

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posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

10 Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

11 Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(1), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

13 All subawards ("subgrants") must have specific federal authorization

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

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The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

14 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post-award Requirements" in the "DOJ Grants Financial Guide").

16 Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

17 OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at

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<https://ojp.gov/funding/Implement/Training-Guiding-Principles-Grantees-and-Subgrantees>.

18 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

Any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54

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

20 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time) specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.

21 Restrictions on “lobbying”

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22 Compliance with general appropriations-law restrictions on the use of federal funds for this award

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at [https://ojp.gov/funding/Explore/FY22 AppropriationsRestrictions.htm](https://ojp.gov/funding/Explore/FY22_AppropriationsRestrictions.htm), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23 Reporting potential fraud, waste and abuse and similar misconduct.

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

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

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

24 Restrictions and certifications regarding non-disclosure agreements and related matters.

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

The foregoing is not intended, and shall not be understood by the agency making this award,

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to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25

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

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this

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award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26 Encouragement of policies to ban text messaging while driving

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

27 Access to records

The subrecipient (subgrantees) at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

28 VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

Specifically, the subrecipient certifies that funds under this award will: (a) be awarded to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2); b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); c) and be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

29 The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC.

This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

30 Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

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

B. Notify all persons associated with any subrecipient who are or will be involved in

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activities under this award of both--

1. this award requirement for verification of employment eligibility, and
2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-verify

For purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

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Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

31

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

SCOPE. A. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier). The subrecipient (at any tier), agent, otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no subrecipient, at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions

EXHIBIT A

designed to ensure compliance with this condition.

4. Rules of construction

C. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant

32 **Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)**

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

33 **Determination of suitability to interact with participating minors**

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

Any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

34 **Publications**

Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (enter the federal grant # here) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

35 **Requirement on use of volunteers**

EXHIBIT A

The Subrecipient must utilize volunteers to assist the program unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the DOJ. This requirement can not be waived without a written request from the subrecipient to DOJ and a written volunteer waiver approval from DOJ.

36 The Subrecipient agrees to assist victims in applying for Victims Compensation benefits.

Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.

37 The Subrecipient understands that VOCA non-allowable personnel activities include:

general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.

38 The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the DOJ.

If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

39 Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory.

The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location.

40 The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the DOJ, Grants Management Unit.

The Single Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit, whichever is sooner.

41 The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the DOJ's, or another publicly available website).

Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program to include expenses for personnel.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in EXHIBIT C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
1 Granite Place South
Concord, NH 03301
603-271-8473 or sarah.e.sciuto@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$12,369 of the total Grant Limitation from Governor and Council approval or 07/01/2025, whichever is later, to 12/31/2025, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months, to 03/31/2026. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, _____ [*responsible official*], certify that

Portsmouth Police Department [*Subrecipient*] has either completed the EEOP reporting tool certification at https://ojp.gov/about/ocr/faq_eeop.htm within the last two years or completed an exemption form on:

_____ [*date*]

It is understood that subrecipients who are exempt from filing the EEOP Utilization Report, including non-profits and subrecipients with less than 50 employees, must file a declaration claiming exemption. If applicable, this Declaration Claiming Exemption form is to be emailed at least once every two years to the New Hampshire Department of Justice Grants Management Unit and is no longer inputted into the Federal System.

EEOP Training Requirements for Subrecipients

_____ [*official that completed training*] has completed

the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

_____ [*date*].

The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

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

Subrecipient Discrimination Complaint Process

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

EXHIBIT D

Certified Standard Assurances

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

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

EXHIBIT D

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

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

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

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

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

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

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

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

Portsmouth Police Department (Subrecipient) certifies that any funds awarded through this federal award shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title of Authorized Signor: _____

Signature: _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT F

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

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

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

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

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

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

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

3. FEDERAL TAXES

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

EXHIBIT F

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

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

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

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

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

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

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

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

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

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

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

Portsmouth Police Department
3 Junkins Avenue, Portsmouth, NH 03801

Name and Address of Agency

EXHIBIT G

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

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

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

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

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

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

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

EXHIBIT G
Certification

Name of Authorized Signor	Title of Authorized Signor
Signature	Date

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

1. The Unique Entity ID (SAM) number for your entity is: **XTL2C874AZN7**

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

NO YES

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

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

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

NO YES

If the answer to #3 above is YES, stop

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

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

EXHIBIT G
Certification

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



April 1, 2025

Albert Pratt
City of Portsmouth
680 Peaverly Hill Road
Portsmouth, NH 03801
Via email: anpratt@portsmouthnh.gov

**Subject: Large Public Water System Lead Service Line Inventory Grant Program
Portsmouth Water Works; PWS# 1951010**

Dear Albert Pratt,

The purpose of this letter is to inform you that NHDES is offering a second round of LSL grant funding for water systems serving greater than 1,000 services. As a result, Portsmouth is eligible for \$60,000 in grant funding for eligible service line inventory activities. Congratulations!

Please note, these funds can only be used for inventory activities. Any LSL replacements of services lines/construction will need to be disbursed out from the DWSRF LSL loan funds.

If the City is interested in these additional funds, you will need to revise your final application submittal to request the additional grant funds (request should be entered into the Other NHDES Funding Source line). We will then send over the additional grant agreement for review and signature. This grant award will be routed to Governor and Council for approval along with the signed DWSRF loan agreement.

If you do not have existing authority to accept unanticipated grant funds, then a separate resolution will need to be passed to accept the grant award.

If you have any questions, please contact Kim Kelliher at (603) 271-4170 or by email at kim.c.kelliher@des.nh.gov.

Sincerely,

Katie Curtis
Water Systems Sustainability
Drinking Water and Groundwater Bureau

CITY OF PORTSMOUTH NH



March 17, 2025

Portsmouth NH Department of Public Works Hosts Household Hazardous Waste Collection Day on April 12, 2025

Portsmouth, New Hampshire – The City of Portsmouth Department of Public Works will hold its semiannual Household Hazardous Waste Collection Day on Saturday, April 12, 2025 at the Public Works facility at 680 Peverly Hill Road. Residents of Portsmouth, Greenland, and Newington are encouraged to bring household chemicals for safe disposal between 8 am and 12 noon.

Collection Day is organized as a drive-through service. Residents remain in their vehicles and pull through the Public Works garage, where staff will remove disposable items from car trunks. Residents will be asked to show proof of residency for survey purposes, in compliance with EPA requirements.

Household hazardous waste collection helps safely dispose of items that can harm residents' health, the environment, and drinking water supplies.

Items that qualify for collection include the following:

- **From the yard:** fertilizer with pesticides or fungicides, insect spray, lighter fluid, pest strips/traps, pesticides, poisons, and pool chemicals.
- **From the garage:** acids, car waxes/polish, creosote, driveway sealer/tar, flea powder, gasoline, radiator fluid, and roofing tar.
- **From the house:** bathroom cleaner, disinfectants, furniture polish, metal polish, mothballs, oven cleaner, photo chemicals, rug cleaner, and wood strippers.
- **From the workbench:** brush cleaner, corrosives, lead and oil-based paint/stain/finish, rust preventive solvents, thinner/turpentine, and wood preservatives.

Items that do not qualify include empty containers for household items which may be disposed of in the regular trash collection, explosives, asbestos, medical waste, or latex paint. To prepare latex paint for regular disposal at the Recycling Center, solidify the paint by adding kitty litter, sawdust, SpeediDri, or open the can to allow the liquid to dry out completely before disposal.

For more information on Household Hazardous Waste Collection Day, visit: portsnh.co/hazwaste.

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