Portsmouth, NH City Council

Eileen Dondero Foley Council Chambers

City Hall Complex, 1 Junkins Avenue, Portsmouth, NH

Monday, November 16, 2026, at 7:00 PM

Register to participate via Zoom. A unique meeting ID and password are provided once you register. To register, click on the link below or copy and paste into your web browser:
https://us06web.zoom.us/webinar/register/WN_IXaVyhoASfG8TAakGcPC7w

Anticipated Non-Public Session

5:30 pm – Anticipated Non-Public Session is being held in Conference Room A in accordance with RSA 91-A:3, II (a)(e)

Agenda

Page

1. Work Session and Public Hearing - 361 Hanover Street Landscape and Pole Licenses (6:00 pm)

2. Call to Order (7:00 pm or thereafter)

3. Public Dialogue Session (when applicable)

4. Roll Call

5. Invocation

6. Pledge of Allegiance

7. Acceptance of Minutes

A. Minutes and Actions of the October 26, 2026, City Council Meeting 7
10.26.26 City Council Minutes DRAFT.pdf

(Sample motion - move to accept and approve the minutes of the October 26, 2026, City Council meeting)

8. Recognitions and Volunteer Committee Reports

A. Recognitions
- Recognition of City Attorney Susan Morrell

B. Proclamations 20
- National Hospice and Palliative Care Month

Hospice and Palliative Care Proclamation.pdf

C. Public Art Review Committee (PARC) - Percent for Art Commission for Hanover Garage 21

PARC recommendation - Percent for Art Commission for Hanover Garage.pdf

(Sample motion - move that the City Council accept the recommendation of the Public Art Review Committee and vote to authorize the City Manager to enter into a contract for $60,000 with Sam Malpass, a.k.a. Badway Creative of Rye, NH to design, prepare, and install its proposed public artworks on the exterior and interior of the High Hanover Garage

and

Move to further authorize and direct the Trustees of Trust Funds to disburse sums from the City of Portsmouth Public Art Trust to Sam Malpass, a.k.a. Badway Creative of Rye as required under said contract (as the same may be amended from time to time) for artwork to be installed in the High Hanover Garage in Portsmouth. Said disbursements shall be made from the funds associated with the Public Art Trust Fund – Percent for Art – High Hanover Garage, but only to the extent of such funds. Said disbursements shall be made in amounts and upon dates as requested in writing by the City Manager containing a certification that the requested funds are then due under the contract. The City Manager is authorized to request multiple disbursements under the contract up to the amount held in the Trust associated with the Public Art Trust Fund – Percent for Art – High Hanover Garage Account, without further vote of the City Council)

9. Public Comment Session

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

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

A. Public Hearing on the Discontinuance of a Portion of Cornwall Street 26

CM Memo Cornwall St.pdf

Cornwall St Legal Notice.pdf

Cornwall St Map.pdf

- **PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**

(Sample motion - move to discontinue a portion of Cornwall Street as presented, subject to the recording of a utility easement over the existing sewer line in a form acceptable to the City Attorney, and the recordation of a voluntary lot merger to align the boundaries with the City Tax Map)

B. First Reading of Amendment to the Sewer Use Ordinance, to delete Chapter 11, Article II and replace it with Chapter 16, Article III 30

Sewer Use Ordinance Comprehensive Update.pdf

(Sample motion - move to pass first reading of an amendment to the Sewer Use Ordinance which will delete in its entirety the existing ordinance in Chapter 11, Article

II, and replace it with a new ordinance in Chapter 16, Article III, and schedule a public hearing and second reading at the December 7, 2026, City Council meeting)

11. City Manager's Items Which Require Action CM Report 11_16_2026.pdf 91

A. Request for Release of $2,000 from the Lower State Street Pocket Park Trust for Art 102

Lower State Street Pocket Park.pdf

Jay Smith Proposal.pdf

(Sample motion - move to approve the release of $2,000 from the Lower State Street Pocket Park Trust to pay for the design of a new bust of Jay Smith by artist Carl Aichele)

B. Sage Lane Right of Way Acceptance 106

Documents Regarding Sage Lane Right of Way Acceptance.pdf

(Sample motion - authorize the City Manager to accept and record from the Parson Woods Condominium Association a right-of-way deed, including easements for roadway maintenance and future utilities for Sage Lane, and to convey to the Association licenses for the drainage infrastructure crossing Sage Lane, all in substantially the same form as the instruments contained in the agenda packet, with the acceptance to be effective December 1, 2026)

C. Landscape and Pole Licenses for 361 Hanover Street 115

361 Hanover Street Plans.pdf

(Sample motion - move to authorize the City Manager to accept and record a landscape license and accept a pole license from 361 Hanover Steam Factory, LLC for 361 Hanover Street in a form acceptable to the City Attorney, subject to the recommendations in the Department of Public Works' October 7, 2026 memorandum, as modified by the vote of the Planning Board on October 15, 2026);

or

(Sample motion - move to deny the requests of 361 Hanover Steam Factory LLC, for a landscape license and a pole license)

12. Consent Agenda

A. Active City Encumbrances 121

Active Encumbrances for City Council Agenda 11.16.26.pdf

(Sample motion - move to accept Consent Agenda as presented)

13. Presentations and Written Communications

A. New Franklin School Third-Grade Students - Request for Lighting of the Memorial Bridge 123

Memorial Bridge Lighting Request.pdf

(Sample motion - move to approve the request initiated by third-grade students at New Franklin School, to light the Memorial Bridge in honor of Dr. Martin Luther King Jr. on January 18, 2027, and waive the associated fee)

B. Email Correspondence Packet 11.16.26 124

Email Correspondence Packet 11.16.26.pdf

(Sample motion - move to accept as presented and place on file)

14. Mayor McEachern

A. Acceptance of Resignations 137

- Mike Lucas from the Zoning Board of Adjustment as an alternate member

Resignation Mike Lucas.pdf

- Anne Poubeau from the Portsmouth Housing Endowment Fund Board

Resignation Anne Poubeau.pdf

(Sample motion - move to accept with regret the resignations of Mike Lucas from the Zoning Board of Adjustment and Anne Poubeau from the Portsmouth Housing Endowment Fund Board, and send a letter of thanks for their service to the City)

B. Appointments to be Considered 139

- Sarah Foster appointment to the Zoning Board of Adjustment
  Appointment Sarah Foster.pdf
- Barbara Sadick reappointment to the Parking and Traffic Safety Committee
  Reappointment Barbara Sadick.pdf
- Andrew Samonas reappointment to the Planning Board
  Reappointment Andrew Samonas.pdf
- Rick Chellman reappointment to the Planning Board
  Reappointment Rick Chellman.pdf

C. Appointments to be Voted

- Peter Weeks reappointment to the Trustees of the Trust Funds

(Sample motion - move to reappoint Peter Weeks to the Trustees of the Trust Funds)

15. City Council Members

A. Councilors Bagley and Hopkins 145

- Holiday Free Parking in City Garages
  Holiday Free Parking in City Garages - Bagley and Hopkins.pdf

(Sample motion - move to authorize three hours daily of free parking at the High Hanover Parking Facility and the Foundry Place Garage from Monday, December 14, 2026, through Friday, January 1, 2027, mirroring last year's holiday parking program, which ran December 15 through January 1)

B. Councilor Flynn

- *Fuel to Learn Task Force - Report back on preliminary findings and recommendations following presentation to the School Board on November 10, 2026

16. Approval of Grants/Donations

A. Internet Crimes Against Children (ICAC) Grant for the Police Department - $397,471 146

11-10-26 Grant Ltr to CM ICAC.pdf

ICAC Grant OJJDP FY26.pdf

(Sample motion - move to accept the FY26 Missing Children's Assistance Grant in the amount of $397,471 and its terms and conditions from the Office of Juvenile Justice Delinquency Prevention (OJJDP) Program/Internet Crimes Against Children (ICAC) Task Force)

B. Donation to the Senior Activity Center Luncheon Fund from Karen Parnes - $500 167

Senior Luncheon Donations.pdf

(Sample motion - move to accept with thanks the donation for the Senior Activity Center Luncheon Fund from Karen Parnes in the amount presented in the Gift and Donation Submission form)

C. Point of Graves Cemetery Donations - $2,170 168

Donations for Point of Graves.pdf

(Sample motion - move to accept with thanks the donations for the Point of Graves Cemetery Wall Replacement from Meriam Judy Nerbonne, Gary Patrick Nerbonne, Kelly R. Sanders, Kaelyn Runkel, Mara Witzling, Thomas Watson, Mary Beth Herbert, Leslie Miller, and Kat Smith, in the amounts as presented in the attached Gift and Donation Submission forms)

D. Portsmouth Fire Department Donation from Paul Gormley and Kimi Iguchi - $1,000 174

Fire - Donation-Gormley & Iguchi Nov 2026.pdf

(Sample motion - move to accept with thanks the donation to the Portsmouth Fire Department from Paul Gormley and Kimi Iguchi in the amount as presented in the attached Gift and Donation Submission form)

E. Violence Against Women Act (VAWA) Grant - $25,025 175

VAWA Grant Agreement.pdf

(Sample motion - move to approve and accept the terms and conditions of the VAWA Grant award in the amount of $25,025 and authorize the City Manager to execute all necessary documents on behalf of the Council to accept the grant)

17. City Manager's Informational Items

A. *Market Street and Russell Street Intersection Improvement Plan Update

B. Household Hazardous Waste Collection Event Summary 226

Household Hazardous Waste Stats.pdf

C. Outdoor Dining End of Season Report 227

Outdoor Dining Data.pdf

D. Amended Resident Access Parking Pilot (RAPP) Program Policy 228

Amended City Council Policy 2026-01 RAPP.pdf

E. *Natural Burials Report Back

F. *Upcoming Public Meeting for Fleet Street Construction

G. *Prescott Park Update

H. *Mechanic Street Pump Station - Second Public Meeting

18. Miscellaneous Business Including Business Remaining Unfinished At Previous Meeting

19. Adjournment (At 10:30 pm or earlier)

*Indicates verbal report with no attachments

Sally A. Kellar
City Clerk

Meeting Minutes and Actions of the Portsmouth City Council

Eileen Dondero Foley Council Chambers
Monday, October 26, 2026, at 7:00 PM

Mayor McEachern called the meeting to order at 7:12 PM

1. **Non-Public Session**

Assistant Mayor Kelley moved to close non-public session and to seal the meeting minutes. Seconded by Councilor Tabor.

Motion passed 8-1, with Councilor Bagley voting opposed.

2. **Roll Call**

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

Absent: None

3. **Invocation**

Mayor McEachern took a moment to acknowledge the passing of long-time City employee and Prescott Park steward, Michael Warhurst. Warhurst was remembered for his lasting impact on Prescott Park and being an understated force in the City.

4. **Pledge of Allegiance**

Mayor McEachern led the Pledge of Allegiance

5. **Acceptance of Minutes**

    a. Minutes and Actions of the October 13, 2026, City Council meeting

Assistant Mayor Kelley moved to accept and approve the minutes of the October 13, 2026, City Council meeting, seconded by Councilor Cook.

Councilor Tabor noted one correction, where *Zero Waste Plant* should have read as *Zero Waste Plan*.

On a unanimous vote, motion passed

DRAFT

6. **Recognitions and Volunteer Committee Reports**

    a. Proclamation(s) – Domestic Violence Awareness Month: Ryan Grogan, Victim Witness Advocate for the Portsmouth Police Department, was presented with the proclamation by Mayor McEachern and Councilor Moreau

7. **Public Comment Session** – There were eleven public speakers: David Rheaume (361 Hanover permitting concerns), Robin Husslage (361 Hanover permitting and project public input concerns), Esther Kennedy (Critiques on public comment at public events, gifts to developers, Mechanic Street Pump Station), Nicole LaPierre (361 Hanover permitting concerns, gifted public land), Susan Sterry (Fire Boat), Jim Lee (Yes on Question 2), Elizabeth Bratter (361 Hanover project detail discrepancies, lack of public comment), Paige Trace, Exeter (361 Hanover transformer, downtown parking, solid waste collection, Planning Department public visibility), Tyler Garzo via Zoom (RAPP Report Back), Geri Gaeta via Zoom (361 Hanover permitting and development concerns), and Petra Huda (Solid Waste container rollout, Fire Officer MOA, Borthwick Avenue and Sherburne Property Report Back)

Assistant Mayor Kelley moved to suspend the rules and bring forward Item 11. E. Planning Board Recommendation Regarding Licenses and a Sidewalk Easement for 361 Hanover Street, seconded by Councilor Cook.

On a unanimous vote, motion passed.

Councilor Moreau recused herself from item discussion and voting.

8. **11. E. Planning Board Recommendation Regarding Licenses and a Sidewalk Easement for 361 Hanover Street**

City Manager Conard introduced the scope of the item, reiterating that the vote would accept and record a Sidewalk Easement, a Landscape License, and a Pole License from 361 Hanover Steam Factory, LLC for 361 Hanover Street.

Moving into discussion, Councilor Bagley proposed splitting the item into two pieces: a motion to accept and record a Sidewalk Easement, followed by a separate motion to a Landscape License and a Pole License. Mayor McEachern supported hearing from staff and discussing before dividing the motion.

Deputy City Attorney McCourt explained details of the easement and the two licenses. Councilor Cook looked to clarify whether the Sidewalk Easement could be treated independently from the Landscape and Pole Licenses, to which Deputy City Attorney McCourt confirmed. Assistant Mayor Kelley and Mayor McEachern inquired on why the developer opted for underground wires and if it was required. Public Works Director Peter Rice stated he

couldn't confirm all details on behalf of Eversource, but Eversource had previously cited their case for burying wires as safety and longevity concerns.

Assistant Mayor Kelley asked why public comment was not allowed at the Planning Board, to which Deputy City Attorney McCourt explained there's no specific rule that referrals from the City Council to the Planning Board come with a public hearing. Councilor Cook questioned the positioning of the transformer, to which Director Rice explained that it's possible to move a transformer under certain parameters and understood concerns of sight distance and aesthetics. Further questions from Councilor Cook explored details of the transformer, ability to conceal wires, and differences between pole-mounted and ground-mounted transformers.

Councilor Bagley proposed once again splitting the item into two separate motions, but Mayor McEachern requested holding off splitting any motions until all three facets of the item have been heard.

Deputy City Attorney McCourt explained the details of the Landscape License and subsequent responsibility of the developer to maintain the existing retaining wall for a period of fifty years. Councilor Bagley had questions regarding sizing of the transformer, to which Director Rice did not have specifics. Councilor Tabor questioned Deputy City Attorney McCourt on public access to the land, to which Deputy City Attorney McCourt confirmed crossing developer-owned land would be required to access the space. Further questions ensued regarding integrity of the retaining wall and its relativity to new construction. Assistant Mayor Kelley and Councilor Cook noted that it would be helpful to have more information on the green space sizing and logistics, liability concerns, as well as information from Eversource justifying size and placement of the proposed ground-mounted transformer. Councilor Bagley also noted the need for more information and whether the raised green space is actually a win for the City.

Further comments from Mayor McEachern, Councilor Blalock, Councilor Cook, and Councilor Bagley discussed retaining wall viability and details of the transformer's placement and long-term purpose.

Councilor Bagley moved to divide the question into two parts, seconded by Councilor Cook.

On a unanimous vote, motion passed.

Councilor Bagley moved to authorize the City Manager to accept and record a Sidewalk Easement from 361 Hanover Steam Factory, LLC for 361 Hanover Street in a form acceptable to the City Attorney, subject to the recommendations in the enclosed memorandum from Assistant Planning Director Stith, seconded by Councilor Hopkins.

On a unanimous vote, motion passed.

Discussion ensued on how to incorporate the Pole and Landscape Licenses into a work session, as well as whether a transformer on public land is intended to benefit the public.

Mayor McEachern proposed suspending the rules and opening the floor to public comment while the developer is in attendance. Councilor Bagley and Councilor Cook argued against doing so.

Assistant Mayor Kelley moved to schedule a Work Session on November 16, 2026, to happen before the regular City Council meeting, seconded by Councilor Cook.

Councilor Blalock raised concern that this vote would set a precedent of holding a work session before any transformer is installed, but understood the need for this work session.

On a unanimous vote, motion passed.

9. **10. A. Third and Final Reading to Amend Chapter 10, Zoning Ordinance, which will remove most parking regulations from the Zoning Ordinance to the Site Plan Review Regulations (except one and two-family dwellings)**

Councilor Tabor moved to pass third and final reading as presented, seconded by Councilor Blalock.

Councilor Blalock looked to Councilor Moreau for greater detail on the motion, with Councilor Moreau explaining that removals create more condition-based assessments. Councilor Bagley commented this was a good first step. Councilor Tabor noted this has also been a goal of the Housing Committee.

Following a roll call vote, the motion passed 9-0.

10. **10. B. Adoption of Resolution #15-2026 authorizing a Bond Issue and/or Notes of the City under the Municipal Finance Act of up to Six Hundred Thousand Dollars ($600,000) for costs related to the purchase of fire apparatus**

City Manager Conard commented the Resolution was considered at the August 3, 2026, City Council meeting as a Public Hearing with a presentation. City Council action was tabled pending the outcome of the City's application to the FEMA Port Security Grant Program. The City's request was not successful, and that Public Hearing was held on August 3rd, explaining why Public Hearing was not noticed for tonight's meeting.

Councilor Bagley moved to adopt Resolution #15-2026 as presented, second by Councilor Moreau.

Councilor Blalock commented he would be voting against the item, citing that $600,000 is too much to spend on a boat based on the current resources and agencies available. Councilor Moreau proposed adjusting the motion to read "fire apparatus emergency boat" but was made aware that changing the motion would be discouraged by bond council. Councilor Bagley expressed his support based on recent rescue calls, citing a need for adequate equipment.

Councilor Hopkins echoed support and rationale. Councilor Cook noted it's critical to have a boat that serves the needs of our first responders, especially for conducting CPR. Councilor Blalock replied that CPR can be done anywhere.

Mayor McEachern invited Fire Commissioner Gamester to comment on the importance of the apparatus. Commissioner Gamester noted the importance of providing the proper apparatus for hazardous conditions, as the present boat is no longer suitable.

Councilor Tabor moved to suspend the rules and offer the ability for anyone in the public to speak to for or against the bond resolution in front of the Council, seconded by Councilor Blalock.

On a unanimous vote, motion passed.

There were two speakers: Erik Anderson reiterated that assembling a regional water response team would not place the entire burden on Portsmouth, sharing responsibility and equipment with neighboring communities. Anderson encouraged exploring more funding sources. Susan Sterry commented that there isn't a centralized plan or coordination when an event happens along the river, and that it would be wise to act now.

Councilor Bagley mentioned that he wished the City had acted sooner on procurement following recent emergency calls on the water. Mayor McEachern thanked Fire Chief McQuillen for his efforts submitting a grant application, thanked members of the public for reaching out to their elected officials, and echoed points made around needing a regionalization of resources

Following a roll call vote, the motion passed 8-1, with Councilor Blalock voting opposed.

Councilor Moreau moved to suspend the rules and bring forward Item 11. F. Memorandum of Agreement - Portsmouth Professional Fire Officers Association, Local #4039, seconded by Assistant Mayor Kelley.

11. **11. F. Memorandum of Agreement - Portsmouth Professional Fire Officers Association, Local #4039**

City Manager Conard introduced the MOA, highlighting a correction to the pay scale.

Councilor Cook moved to approve the Memorandum of Agreement with the Portsmouth Professional Fire Officers Association, Local #4039 as presented, seconded by Assistant Mayor Kelley.

On a unanimous vote, motion passed.

Mayor McEachern called for a five-minute recess at 9:10 PM

Mayor McEachern called the meeting back to order at 9:22 PM

Assistant Mayor Kelley moved to suspend the rules and bring forward Item 11. G. Planning Board Recommendation on Cornwall Street and Item 11. I. Planning Board Recommendation on 0 Elm Street, seconded by Councilor Cook.

On a unanimous vote, motion passed.

12. **11. G. Planning Board Recommendation on Cornwall Street**

City Manager Conard directed the City Council to the memorandum from Assistant Planning Director Peter Stith regarding the Planning Board's October 15, 2026, vote regarding a portion of Cornwall Street. As noted in the memorandum, the Planning Board voted unanimously to recommend that the City Council approve the discontinuance of the identified portion of Cornwall Street, subject to the recording of a municipal utility easement over the existing sewer line and requesting a voluntary lot merger to align the parcel boundaries with the configuration shown on the City's tax map.

Councilor Tabor moved to schedule a public hearing on the discontinuance of the identified portion of Cornwall Street at the November 16, 2026, City Council Meeting, seconded by Councilor Blalock.

Councilor Moreau provided context to the item, noting questions regarding an access point on a previous Planning Board application and supported the street's discontinuation.

On a unanimous vote, motion passed.

13. **11. I. Planning Board Recommendation on 0 Elm Street**

City Manager Conard directed the City Council to a memorandum from Assistant Planning Director Peter Stith regarding the Planning Board's October 15, 2026, vote regarding property located at 0 Elm Street—also noting two possible motions: move to authorize issuance of a building permit, or move to deny the request. City Manager Conard also reminded Councilors that Council approve does not constitute development approval and does not guarantee the parcel is buildable under the City's land use regulations.

Councilor Cook and Councilor Moreau agreed letting this process move forward would be advantageous, especially considering future use of adjacent City-owned lots. Councilor Tabor raised a question of road maintenance by the property owners, which Deputy City Attorney McCourt explained maintenance of the private continuation of the road would be up to the property owners. Councilor Bagley asked for clarification on the Council's role in this decision. Deputy City Attorney McCourt explained that it's in the City's interest to approve the parcel from a public policy perspective, with Mayor McEachern adding that if approved, the City will not intervene on the basis that the road was never initially fully developed. Councilor Blalock also

expressed support for approval. Councilor Flynn inquired on which adjacent lots the City owns, to which Deputy City Attorney McCourt provided tax map and parcel numbers.

Councilor Flynn moved to authorize the issuance of a building permit for 0 Elm Street contingent on the applicant obtaining all other required variances, approvals, and permits, and on construction of a driveway adequate for emergency vehicle access as approved by the Department of Public Works and the Fire Department; this authorization confers no private right of access over Forrest Street or any other private property, seconded by Councilor Hopkins.

On a unanimous vote, motion passed.

14. **11. A. Request for Solid Waste Ordinance Work Session**

City Manager Conard noted the review of the City's ordinance related to the collection of solid waste, yard waste, and recycling in preparation for the Department of Public Work's transition to the collection of solid waste via an automated side loader; and that the ordinance should reflect future changes.

Councilor Flynn moved to schedule a Solid Waste Ordinance Work Session on December 7, 2026, at 6:00 PM to allow staff to provide additional details on solid waste collection challenges and receive City Council and public input, second by Councilor Hopkins.

Councilor Hopkins requested a furthering education component into the work session, explaining variability of recyclable materials. Mayor McEachern also added that the work session would be an opportunity to further explain the staggered roll-out plan of new toters and collection. Councilor Bagley noted this matter has been discussed for years and it appears it's finally moving forward.

On a unanimous vote, motion passed.

15. **11. B. Request for First Reading on Sewer Ordinance**

City Manager Conard explained the updates mandated by the City's federally-issued discharge permits have transitioned the scope of industrial discharge to a national standard.

Assistant Mayor Kelley moved to schedule first reading on November 16, 2026, regarding an amendment to the Sewer Use Ordinance which will delete in its entirety the existing ordinance in Chapter 11, Article II, and replace it with a new ordinance in Chapter 16, Utilities, Article III, Sewers, seconded by Councilor Cook.

Councilor Cook raised concerns on how microbreweries are treated with the ordinance change, hoping that these changes will not create extra burden to their permitting process. Councilor

Tabor noted the increased control over industrial users and requested discussion of requirements by the EPA compared to local policy.

On a unanimous vote, motion passed.

16. **11. C. Friends of Lafayette House PILOT Agreement for FY2027**

City Manager Conard introduced the request from Friends of Lafayette House to enter into a Payment in Lieu of Taxes (PILOT) Agreement with the City in the amount of $3,500 for FY 2027, which will go toward support of City services.

Assistant Mayor Kelley moved to authorize the City Manager to enter into a PILOT Agreement with Friends of Lafayette House in the amount of $3,500 for FY2027, seconded by Councilor Tabor.

On a unanimous vote, motion passed.

17. **11. D. Betty's Dream Foundation PILOT Agreement for FY2027**

City Manager Conard introduced the next PILOT agreement for Betty's Dream Foundation for FY2027 in the amount of $3,000.

Councilor Bagley moved to authorize the City Manager to enter into a PILOT Agreement with Betty's Dream Foundation in the amount of $3,000 for FY2027, seconded by Councilor Moreau.

On a unanimous vote, motion passed.

18. **11. H. Planning Board Recommendation on Taft Road**

City Manager Conard noted a memorandum from Assistant Planning Director Peter Stith regarding the Planning Board's October 15th vote regarding the request to discontinuance of a portion of Taft Road. As noted in the memorandum, the Planning Board voted unanimously to recommend that the City Council approve the discontinuance of the identified portion of Taft Road, subject to the recording of a municipal utility easement over the existing water line. The City Manager also noted this is land that abuts land owned by The Woodlands HOA.

Councilor Cook questioned how delaying would impact homeowner access. Deputy City Attorney McCourt didn't have a firm answer, but could speak with the property owner at 20 Taft Road. Assistant Mayor Kelley inquired if City staff have spoken to the property owner at 22 Taft Road. Deputy City Attorney McCourt noted they have not, but will need to upon finalization.

Councilor Moreau asked if a pedestrian access easement could be built into the sewer easement to account for the informal path, to which Deputy City Attorney McCourt said it could

be possible. Councilor Bagley sought clarification on previous ownership and establishment of the easement.

Assistant Mayor Kelley noted she will abstain from the vote, as she is a resident and HOA member of The Woodlands.

Councilor Bagley moved to approve the discontinuance of the identified portion of Taft Road, subject to the recording of a Municipal Utility Easement over the existing water line and Pedestrian Easement in a form acceptable to the City Attorney, seconded by Councilor Moreau.

On a vote, the motion passed 8-0, with Assistant Mayor Kelley abstaining.

19. **11. J. Sidewalk Easement for Property Located at 48-50 Langdon Street**

City Manager Conard noted on November 20, 2025, the Planning Board granted Site Plan Review and Subdivision approval for property located at 48-50 Langdon Street for the approval of a subdivision into two lots with a single-family dwelling and accessory dwelling units proposed on each lot with associated site improvements. As a part of the Site Plan approval, the Planning Board recommended that the City Council accept a Sidewalk Easement over a narrow strip at the front of the parcel, as shown on the depiction included in the City Council packet. The Legal, Planning & Sustainability and Public Works Departments all recommend acceptance of this Easement.

Councilor Moreau recused herself from discussion and voting, as she is a direct abutter.

Assistant Mayor Kelley moved to authorize the City Manager to accept and record a Sidewalk Easement Deed from Martin Husslage, seconded by Councilor Cook.

On a vote, the motion passed 8-0, with Councilor Moreau recusing.

20. **Presentations and Written Communications**

    a. Email Correspondence

Councilor Tabor moved to accept and place on file, seconded by Councilor Blalock.

On a unanimous vote, motion passed.

21. **Mayor McEachern**

    a. Appointments to be Considered
        - Peter Weeks reappointment to the Trustees of the Trust Funds

b. Appointments to be Voted
    - Zachary (Zach) Dombrowski as full member to the Economic Development Commission
    - Matthew Jeffers as alternate member to the Economic Development Commission

Councilor Bagley moved to appoint as presented, seconded by Councilor Moreau.

On a unanimous vote, motion passed.

22. City Council Members

a. Councilor Bagley
    - Sealed Minutes of the Monday, September 28, 2026, Non-public Session

Councilor Bagley moved to release the sealed minutes of the Monday, September 28, 2026, non-public session, held under RSA 91-A:3 II(l) as the circumstances warranting their sealing no longer apply.

The motion was not seconded. The motion failed.

b. Councilor Hopkins
    - Parking & Traffic Safety Committee Action Sheet and Minutes of the October 1, 2026, meeting

Councilor Hopkins moved to approve and accept the action sheet and minutes of the October 1, 2026, Parking & Traffic Safety Committee Meeting, seconded by Assistant Mayor Kelley.

On a unanimous vote, motion passed.

23. Approval of Grants/Donations

a. Point of Graves Cemetery Donations

Councilor Flynn moved to accept with thanks donations for the Point of Graves Cemetery Wall Replacement from an anonymous resident, Charles & Barbara Bickford, and B. Michael Pennington, in the amounts as presented in the attached Gift and Donation Submission Forms, seconded by Councilor Hopkins.

On a unanimous vote, motion passed.

b. FY26 Byrne Discretionary Community Projects Grant in the amount of $1,000,000 from the Office of Justice Programs to fund NH Internet Crimes Against Children Task Force's COPS and Enhanced Capacity Program

Assistant Mayor Kelley moved to accept the FY26 Byrne Discretionary Community Projects Grant in the amount of $1,000,000 and its terms and conditions from the Office of Justice Programs to fund NH Internet Crimes Against Children Task Force's COPS and Enhanced Capacity Program, seconded by Councilor Cook.

Assistant Mayor Kelley noted the significance of this grant and the City's involvement in this task force. Councilor Cook noted that this is one of two grants this evening over $1,000,000 for our police force and thanked the department for the work they've done to secure this level of grant.

On a unanimous vote, motion passed.

c. FY26 COPS Technology and Equipment Program Grant in the amount of $1,031,000, from the Office of Community Oriented Policing Service for the Portsmouth Police Department

Councilor Tabor moved to accept the FY26 COPS Technology and Equipment Program Grant in the amount of $1,031,000 and its terms and conditions from the Office of Community Oriented Policing Service for the Portsmouth Police Department, second by Councilor Blalock.

Councilor Bagley raised concerns that documentation was too vague on what the funding would actually cover and requested more information. Discussion ensued on what the funding should and should not cover.

Councilor Tabor amended his motion to add **"with a report back on the application, which will include what the funding is being used for."** Councilor Blalock agreed to the amendment.

Upon discussion, Deputy City Attorney McCourt cited the funding would be used for upgrading, expanding, and improving information technology communications and facility security equipment at the Portsmouth Police Department.

On a unanimous vote, motion passed.

24. <u>City Manager's Informational Items</u>

a. <u>Annual Food and Liquor Permit Renewals</u> - City Manager Conard directed attention of the Council to a memorandum from the City's Health Department regarding their annual food and liquor permit data. Councilor Cook inquired about the drop of mobile units licensed with the City.

b. Pease Development Authority Board Meeting Update - City Manager Conard reported back on the October 20, 2026, meeting, noting the recently completed FY26 audit and airport updates.

c. Resident Access Parking Program (RAPP) Q1 Report Back - Combined presentation with Deputy City Manager Carl Weber, Parking Director Ben Fletcher, Parking General Foreman Mike Casad, and Public Works Director Peter Rice. Deputy City Manager Weber spoke on resident feedback, new downtown options, and service area.

d. Off-Peak/Workweek Parking for Downtown Businesses Report Back - Combined presentation with Deputy City Manager Carl Weber, Parking Director Ben Fletcher, Parking General Foreman Mike Casad, and Public Works Director Peter Rice. Deputy City Manager Weber answered questions from the Council, primarily on feedback from employers and employee eligibility, offering recommendations to the program moving forward.

Councilor Blalock moved to continue past 10:30 PM, seconded by Councilor Moreau.

On a vote, the motion passed 8-1, with Assistant Mayor Kelley voting opposed.

Councilor Moreau moved to adopt recommendations as presented, seconded by Assistant Mayor Kelley.

On a unanimous vote, motion passed.

e. General Fund Revenues Update - Deputy City Manager for Finance and Administration Nathan Lunney provided a brief verbal overview of current year revenues in comparison to FY25 and FY26 actuals.

f. Offsite Water and Sewer Improvements - Borthwick Avenue and Sherburne Property - City Manager Conard was pleased to share City staff have identified a need to upgrade this sewer line, separate from the housing project. As part of the US Environmental Protection Agency's per- and polyfluoroalkyl substances – (PFAS) requirements, the City is commencing design of a new treatment facility at the drinking water well site off Griffin Road. This new treatment system will require additional sewer capacity for sections of sewer mains including the section of Borthwick Avenue. City staff recognize that upgrading the section of sewer along Borthwick Avenue will also provide additional benefit by providing additional sewer capacity to support commercial and housing development. In addition, the existing sewer main is in an undesirable configuration outside of the roadway, causing issues with access and maintenance in occupied parking lots. The City intends to pay for this utility work with existing capital monies from the Water and Sewer Enterprise Funds. Councilor Bagley requested a detailed report

on how much the project will cost. Public Works Director Peter Rice noted this will be available once the project design is further developed. Further discussion ensued regarding project timeline and prioritization.

g. Mechanic Street Pump Station 2nd Public Meeting - November 9, 2026, in Council Chambers at 6:30 pm - City Manager Conard noted Public Works staff will host a second Mechanic Street Pump Station Public Meeting to answer questions raised at the first meeting and to provide additional information on November 9th at 6:30 p.m. in City Council Chambers.

25. Miscellaneous Business

Assistant Mayor Kelley extended her appreciation for all who showed up for the New England BIPOC Festival, the Health Department who assisted with inspections on site before the festival, and the EMS team who spent the day on site.

Councilor Blalock thanked the Recreation Department for their assistance at the Fall Family Fun Fest.

Councilor Hopkins noted the Bike and Pedestrian Blue-Ribbon Committee had a table at the Fall Family Fun Fest, announcing rollout of Bike Bus soon. Councilor Hopkins also discussed #JustOneTrip, an initiative to swap trips by means of walking or biking to save on greenhouse gas emission.

Mayor McEachern also announced this would be Assistant Mayor Kelley's last City Council meeting before she welcomes her new baby and wished her all the best.

26. Adjournment

At 11:10 PM, Assistant Mayor Kelley moved to adjourn the meeting, seconded by Councilor Blalock.

On a unanimous vote, motion passed.

Prepared by:
Jefferson H. Lane
Interim Recording Secretary

Submitted to City Council by:

Sally A. Kellar
City Clerk

Approved by the City Council

Date:_____

The Portsmouth City Council meeting of October 26, 2026, can be viewed in its entirety on the City of Portsmouth YouTube Channel.

The Council Chambers
City Hall
Portsmouth, New Hampshire
A Proclamation

Whereas: Hospice care in the United States traces to advocates who insisted that people with terminal illness deserved comfort and dignity: Dr. Cicely Saunders, recognized in London in 1948 for her work with the dying; Dr. Elisabeth Kübler-Ross, who testified before the US Senate Special Committee on Aging in 1972 on the right to die with dignity; and Florence Wald, who co-founded Connecticut Hospice in Branford in 1974, work that led Congress to establish the Medicare Hospice Benefit in 1986; and

Whereas: More than 1.8 million people used the Medicare hospice benefit in 2024, the most recent year for which data is available, yet an estimated 2,700 people die each day in the United States without it despite having a terminal illness that would qualify them; and

Whereas: Hospice care allows patients to die at home surrounded by family, supported by physicians, nurses, social workers, therapists, clergy, and volunteers who also help families cope with the loss of a loved one, essential work that Portsmouth recognizes this month.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, do hereby proclaim November 2026 as

National Hospice & Palliative Care Month

and encourage everyone in Portsmouth to learn about hospice care and to support those caring for a terminally ill loved one at home or in a hospice facility.

Given with my hand and the
Seal of the City of Portsmouth,
on this 16th day of November 2026

Deaglan McEachern, Mayor of Portsmouth

CITY OF PORTSMOUTH, NH
Public Art Review Committee

November 5, 2026

Memorandum

To: Honorable Mayor and City Council, City Manager Conard

From: Public Art Review Committee (PARC)

Subject: Percent for Art Commission for Hanover Garage

PARC recommends that the City Council vote to empower the City Manager to enter into a contract for $60,000 with Badway Creative of Rye, NH to design, prepare, and install its proposed public artworks on the exterior and interior of the Hanover garage. The resources available for funding the artworks are percent-for-art resources from the garage renovations.

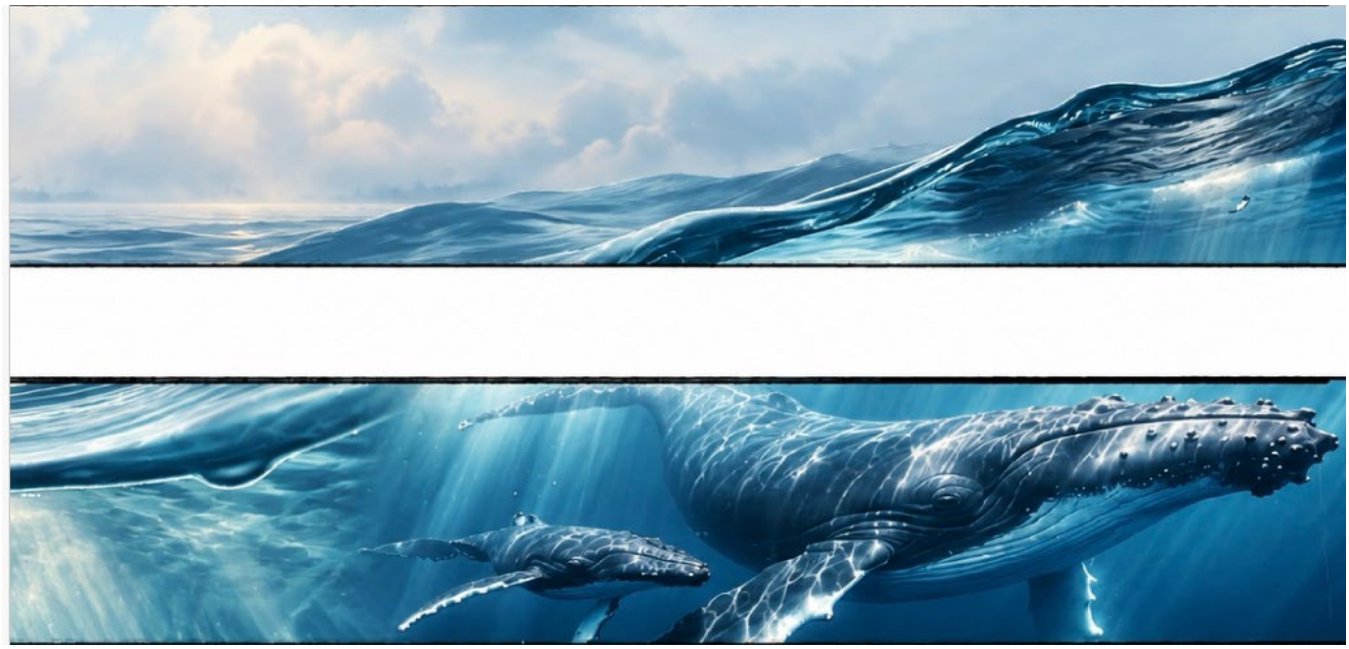
Badway Creative (artist Sam Malpass) was selected after an open competition in response to a solicitation (see details below). PARC's selection committee was impressed with the responses to the solicitation in terms of the quality and experience of the bidders' proposals, and we hope that several who were not selected for this opportunity will apply for future Portsmouth competitions.

Winning features of the Badway Creative proposal included:

- the immersive and integrated nature of the proposed murals, both exterior and interior;
- the choice of Portsmouth/Seacoast-related imagery that will be relatable to people of all ages but which has a contemporary and fresh aesthetic;
- bold and vibrant images well-suited to the scale of the site;
- extent of coverage/value for the investment;
- track record of the artist who has executed many murals including for outdoor conditions in similar climatic conditions; and
- strong references.

Badway proposed murals for three exterior concrete panels and several interior locations—a total of approximately 2044 square feet. The exterior panels are proposed for the east wall and the corner of Hanover and Fleet streets. The interior sites are the bathroom wall and adjacent walls, and the wall near the office/ATM machine. We anticipate installation in late Spring/early Summer 2027.

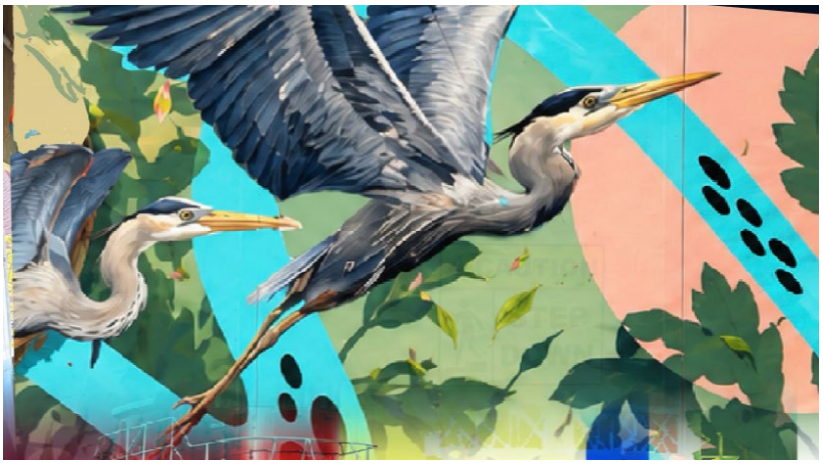
Following are preliminary examples of murals on **exterior concrete panels**:





Preliminary examples of **interior murals:**








ATM



Background

This memo describes the process of selecting Badway Creative for the Hanover percent-for-art commission.

RFP process. In August 2026, PARC developed an RFP for the Hanover garage percent-for-art commission which was informed by input from the Flash Vote survey about public art preferences administered in February 2026. PARC established a limit of $60,000 for the commission, allowing $5,000 to remain in the Public Art trust for maintenance.

With the assistance of the City's procurement office, the RFP was widely distributed to a list of local, state, national and international artists and arts organizations. The procurement process included an optional onsite meeting as well as Q&A, making responses available on the City's website to all bidders. Proposals were due on October 9, 2026. The City's procurement office received 27 responses from artists/arts groups:

7 were local Seacoast artists
3 were from other parts of New England
16 were from states outside New England (including AL, AR, CA, DC, FL, IL, MO, PA, WI)
1 was an international artist

Review/selection process. The PARC committee served as the review committee with the addition of five members: Hope Puzzo and Lauren Wolf representing the Chamber of Commerce; Joe Almeida, Portsmouth's Facilities Director; Ben Fletcher, Director of Parking and Transportation; and Mike Casad, Operations Manager, Committee member Beth Hartnett and City Council liaison Kate Cook were recused from voting.

Reviewers individually rated proposals during the week of October 12 using PARC criteria as advertised in the RFP. The review committee met on October 19 to compile ratings and determine semi-finalists by consensus. Five semi-finalists were selected:

1. Badway Creative, Rye, NH
2. Eye Cough, Raytown, MD
3. Maxwell Emcays, Chicago, IL
4. Ann Moeller Studios, Huntsville, AL
5. Alex Leith and team, Newmarket, NH

PARC reviewers held interviews via Zoom with each team to ask questions that had emerged during the reviews. The PARC review committee met on October 28, 2026 to make a final selection; the vote to select Badway Creative was unanimous.

City of Portsmouth

Planning & Sustainability

Memorandum

TO: Karen Conard, City Manager

FROM: Peter Stith, AICP, Assistant Planning Director

DATE: October 19, 2026

SUBJECT: Planning Board Recommendation on Cornwall Street

The City Council referred a request to discontinue a portion of Cornwall Street to the Planning Board for review and recommendation.

The proposed discontinuance involves an identified portion of the public right-of-way. During its review, the Planning Board considered the presence of existing municipal infrastructure within the area proposed for discontinuance and the relationship of the affected parcels to the City's tax mapping.

At its October 15, 2026 meeting, the Planning Board voted unanimously to recommend that the City Council approve the discontinuance of the identified portion of Cornwall Street, subject to the following conditions:

1. Recording of a municipal utility easement over the existing sewer line in a form acceptable to the City Attorney.
2. The City Council request a voluntary lot merger to align the parcel boundaries with the configuration shown on the City's tax map.

Recommended Action:

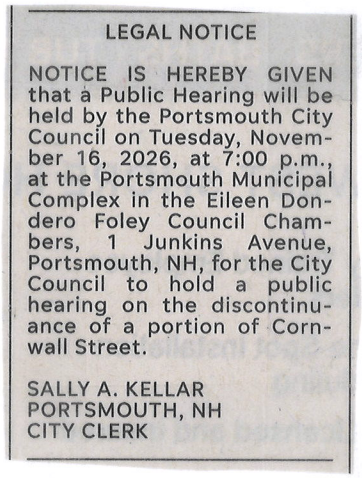
Recommend that City Council approve the discontinuance of the identified portion of Cornwall Street subject to the following:

1. Recording of a municipal utility easement over the existing sewer line in a form acceptable to the City Attorney.
2. A voluntary lot merger will be recorded to align the parcel boundaries with the configuration shown on the City's tax map.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, November 16, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, NH, to hold a public hearing on the discontinuance of the identified portion of Cornwall Street. The proposal is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

SALLY A. KELLAR
PORTSMOUTH, NH CITY CLERK

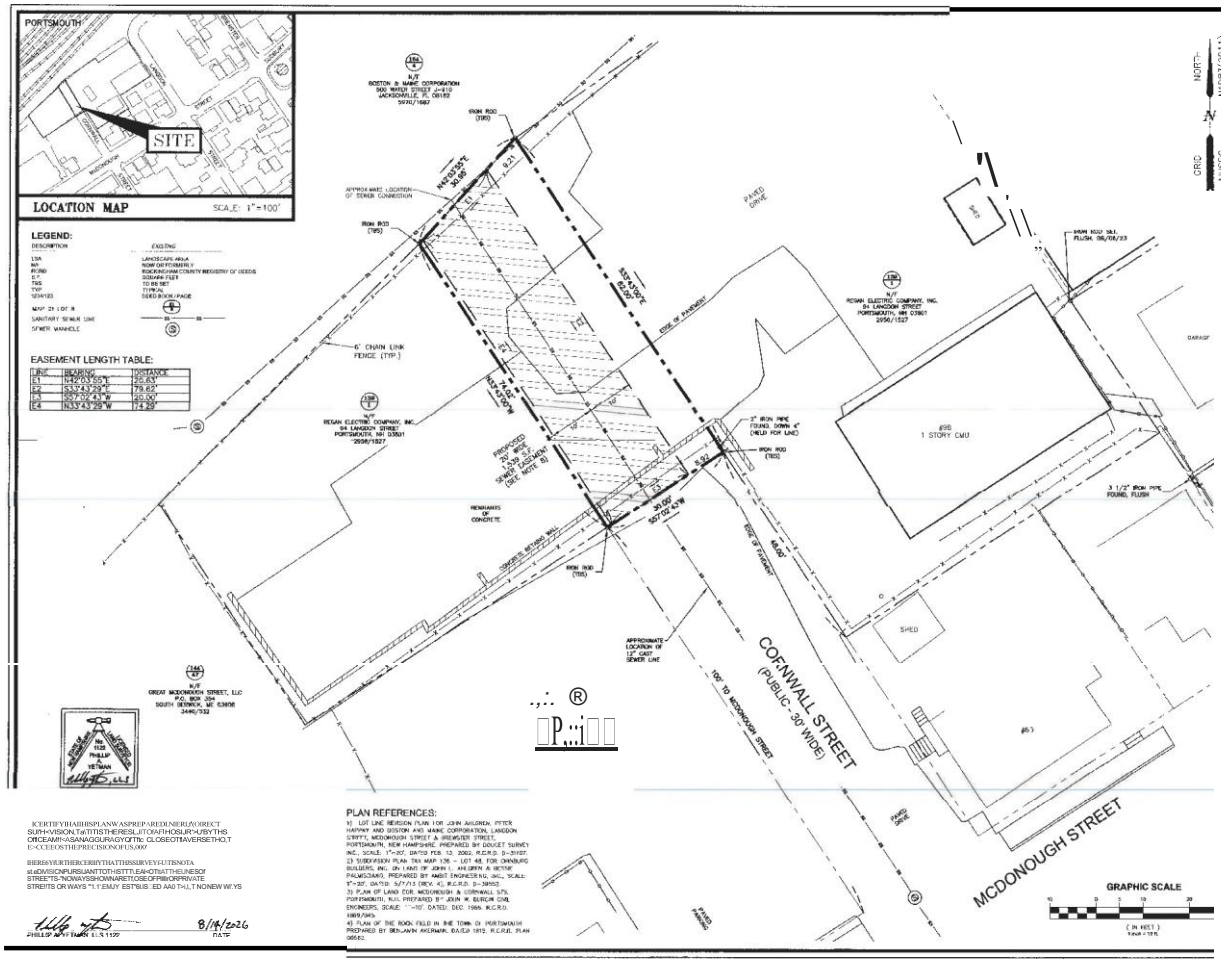


LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Tuesday, November 16, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, NH, for the City Council to hold a public hearing on the discontinuance of a portion of Cornwall Street.

SALLY A. KELLAR
PORTSMOUTH, NH
CITY CLERK

EXHIBIT 6



HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
Portsmouth, New Hampshire 03801
603.430.9282

NOTES
1) ...
2) OWNER OF RECORD:
REGAN ELECTRIC COMPANY, INC
99 LANDOWN STREET
PORTSMOUTH, NH 03801
2956/1527 & 3446/532
3) PROPOSED EASEMENT WILL BE TO RUN AND TIE ON EITHER SIDE OF THE EXISTING 12" CAST SEWER LINE. THE LOCATION SHOWN HEREON SHOULD BE CONSIDERED APPROXIMATE AND WILL BE VERIFIED IN THE FIELD DURING THE RELOCATION.

REGAN ELECTRIC COMPANY, INC.

STREET DISCONTINUANCE PLAN
PORTION OF CORNWALL STREET
PREPARED FOR
THE CITY OF PORTSMOUTH
1 JUNKINS AVENUE
CITY OF PORTSMOUTH
COUNTY OF ROCKINGHAM
STATE OF NEW HAMPSHIRE

ORDINANCE # _____

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 11, Article II, SEWERS be deleted in its entirety and replaced with a new Chapter 16, Article III, SEWERS to be adopted in its entirety as set forth below:

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ARTICLE III: SEWERS

DIVISION 1—GENERAL PROVISIONS

Section 16.301: PURPOSE AND POLICY

This Ordinance sets forth uniform requirements for users of the Publicly Owned Treatment Works (POTW) of the City of Portsmouth and enables the City to comply with applicable State and Federal laws, including the Clean Water Act (33 United States Code § 1251 *et seq*.), and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this Ordinance are:

A. To promote, consistent with the policy of the Federal government:

   i. The prevention or reduction of pollutants at the source whenever feasible;
   ii. Recycling in an environmentally safe manner when the creation of pollutants cannot be prevented; and
   iii. Treatment and disposal in an environmentally safe manner of pollution that cannot be prevented or recycled.

B. To prevent the introduction of pollutants into the POTW that will interfere with its operation;

C. To prevent the introduction of pollutants into the POTW that will Pass Through the POTW inadequately treated into receiving waters or otherwise be incompatible with the operation of the POTW;

D. To protect both POTW personnel who may be affected by wastewater and biosolids in the course of their employment and the general public;

E. To promote reuse of biosolids from the WWTFs;

F. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and

G. To enable the City to comply with its National Pollutant Discharge Elimination System permit conditions, Federal Industrial Pretreatment Program requirements, biosolids use and disposal requirements, and any other Federal or State laws to which the POTW is subject.

Section 16.302: ADMINISTRATION

Except as otherwise provided herein, the Director of Public Works (Director) shall have the authority to administer, implement, and enforce the provisions of this Ordinance. This shall include without limitation the authority to develop such forms, technical standards, Local Limits, Best Management Practices, rules, policies, and operational requirements as may be required to

implement the provisions of this Ordinance. This shall further include without limitation the power to recommend the adoption of fees, to issue and enter into Administrative Orders, to issue fines and penalties and to require actions to implement the purposes of this Ordinance. Any powers granted to, or duties imposed upon the Director, may be delegated by the Director to other designated persons.

Section 16.303: ABBREVIATIONS

The following abbreviations, when used in this Ordinance, shall have the following designated meanings:

BOD - Biochemical Oxygen Demand
BMP - Best Management Practice
BMR - Baseline Monitoring Report
CFR - Code of Federal Regulations
CIU - Categorical Industrial User
COD - Chemical Oxygen Demand
EPA - United States Environmental Protection Agency
FOG – Fats, Oils, and Grease
FSE – Food Service Establishment
gpd - Gallons per day
IDP - Industrial Discharge Permit
mg/L - Milligrams per liter
NHDES - New Hampshire Department of Environmental Services
NPDES - National Pollutant Discharge Elimination System
NSCIU - Non-significant Categorical Industrial User
POTW - Publicly Owned Treatment Works
RSA - New Hampshire Revised Statute Annotated
SIU - Significant Industrial User
SNC - Significant Noncompliance
TSS - Total Suspended Solids
WWTF - Wastewater Treatment Facility
°F, °C - degrees Fahrenheit, degrees Celsius

Section 16.304: DEFINITIONS

A. Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

1. "*Authorized Representative of the Connector*" shall mean:
    a. If the Connector is a corporation:
        i. The president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

ii. The manager of one (1) or more manufacturing, production or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit or general permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

b. If the Connector is a partnership or sole proprietorship: a general partner or proprietor, respectively.

c. If the Connector is a Federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility.

d. The individuals described in paragraphs (a) through (c), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

2. "*Best Management Practices*" or "*BMPs*" shall mean schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in section 16.311 of this Ordinance [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established s and effluent limits.

3. "*Biochemical Oxygen Demand*" or "*BOD*" shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).

4. "*Building Drain*" shall mean that part of the lowest horizontal piping of a drainage system that receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the Building Sewer, beginning five (5) feet outside the inner face of the building wall. For the purposes of this Ordinance the term "Building Drain" shall be synonymous with the terms "House Drain" and "House Sewer" as defined in the Plumbing Code.

5. "*Building Sewer*" shall mean the extension from the Building Drain to the public sewer or other place of disposal, also called house connection. For the purposes of this Ordinance the term "Building Sewer" shall be synonymous with the terms "House Drain" and "House Sewer" as defined in the Plumbing Code.

6. "*Capacity Improvements Multiplier*" shall mean the multiplier used as part of the Capacity Use Surcharge formula to generate funds to be used for capital improvements necessary to serve future users. The Capacity Improvements Multiplier shall be established as part of the rate setting process.

7. "*Capacity Use Surcharge"* shall mean a one-time fee assessed by the POTW at the time of the connection. The Capacity Use Surcharge shall be calculated as follows: (projected average daily flow/equivalent dwelling unit) multiplied by the Capacity Improvements Multiplier. The equivalent dwelling unit shall be set as part of the rate setting process.

8. "*Categorical Industrial User*" shall mean an Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard;

9. "*Categorical Pretreatment Standard*" or "*Categorical Standard*" shall mean any regulation containing pollutant discharge limitations promulgated by EPA in accordance with sections 307(b) and (c) of the Clean Water Act (33 U.S.C. § 1317) that apply to a specific category of users and that appear in 40 CFR chapter I, subchapter N, parts 405—471.

10. "*Chemical Oxygen Demand*" or "*COD*" shall mean a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

11. "*City*" shall mean the City of Portsmouth, New Hampshire which is the control authority as that term is defined and used within the Clean Water Act and its implementing regulations.

12. "*Combined Sewer*" shall mean a sewer intended to receive both wastewater and storm or surface water.

13. "*Connector*" shall mean all persons proposing to connect or connected to the POTW, inclusive of all residential, commercial and industrial dischargers.

14. "*Daily Maximum*" shall mean the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

15. "*Daily Maximum Limit*" shall mean the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant

concentration derived from all measurements taken that day.

16. "*Department*" shall mean the Department of Public Works, including the Director or duly authorized representatives.

17. "*Director*" or "*Director of Public Works*" shall mean the person designated by the City to be responsible for the overall operation of the POTW, and who is charged with certain duties and responsibilities by this Ordinance, or duly authorized representatives.

18. "*Domestic Wastewater*" or "*Sewage*" shall mean household and toilet wastes or waste from sanitary conveniences of residences, commercial buildings, and industrial plants, excluding ground, surface, or Stormwater. (See also: Industrial Wastes.) Domestic Wastewater shall contain not more than 250 mg/L BOD and not more than 250 mg/L TSS.

19. "*Drain Layer*" shall mean a person licensed by the Department of Public Works as a layer of drains and other pipes connected to the POTW.

20. "*Environmental Protection Agency*" or "*EPA*" shall mean the United States Environmental Protection Agency or, where appropriate, the EPA Regional Water Management Division Director, or other duly authorized official of the agency.

21. "*Existing Source*" shall mean any source of discharge that is not a New Source.

22. "*Garbage*" shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.

23. "*Grab Sample*" shall mean a sample that is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

24. "*Grease*" shall mean the material removed from a Grease interceptor (trap) serving a restaurant or other facility requiring such Grease interceptors. Grease also shall mean volatile and non-volatile residual fats, fatty acids, soaps, waxes and other similar materials.

25. "*Hauler*" shall mean those persons, firms, or corporations, who pump, haul, transport, or dispose of Septage and who are licensed and regulated by the New Hampshire Department of Environmental Services pursuant to RSA 485-A.

26. "*House Drain*" shall mean that part of the lowest horizontal piping of drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of a building and conveys it to the Building Sewer, beginning 8 feet outside the outer face of the building wall. For the purposes of this Ordinance

the term "House Drain" shall be synonymous with the term "Building Drain" as defined in Section 15.101 of the Plumbing Code.

27. "*House Sewer*" shall mean the extension from the Building Drain to the public sewer or other place of disposal including that portion of the line on public property. For the purposes of this Ordinance the term "House Sewer" shall be synonymous with the term "Building Sewer" as defined in the Plumbing Code.

28. "*Human Excrement*" shall mean the liquid or solid matter discharged from the intestinal canal of a human, or other liquid or solid waste materials that are likely to undergo bacterial decomposition; provided, however, that these terms shall not include "refuse" as defined in RSA 145-M.

29. "*Industrial Discharge Permit*" or "*IDP*" shall mean the written permit between the City and an Industrial User that outlines the conditions under which discharge to the POTW will be accepted.

30. "*Industrial User*" or "*User*" shall mean any Connector that introduces a Non-Domestic Wastewater into the POTW.

31. "*Industrial Wastes*" or "*Non-Domestic Wastewater*" shall mean the wastewater and waterborne wastes from any liquid, gaseous, or solid waste substance resulting from any process of industry, manufacturing trade or business or from development of any natural resources as distinct from Domestic Wastewater, Sewage or Unpolluted water.

32. "*Industrial Pretreatment Program*" shall mean the EPA approved pretreatment program.

33. "*Injunction*" shall mean an order to a party to affirmatively perform, or to refrain from performing, some designated action. Such orders may be issued by a court with jurisdiction over the matter or a federal, state or local authority when authorized to do so.

34. *"Injunctive Relief"* shall mean, generally, the action ordered by a court or other authorized authority.

35. "*Instantaneous Limit*" shall mean the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

36. "*Interference*" shall mean an indirect discharge that, alone or in conjunction with indirect discharge(s) from other sources:
    (1) Inhibits or disrupts the POTW's treatment processes or operations, or its processing, use, or disposal of sludge in compliance with applicable statutes

and rules;

(2) Is a cause of a violation of any requirements of the POTW's federal or state discharge permit; or

(3) Prevents sewage sludge use or disposal in compliance with the following statutory provisions and rules or permits issued thereunder:

a. Env-Sw 100 et seq. relative to solid waste management;

b. Env-A 100 et seq. relative to air pollution control;

c. The General Pretreatment Regulations For Existing and New Sources of Pollution, 40 CFR 403;

d The Federal Toxic Substances Control Act, 15 U.S.C. ch. 53;

e. The Federal Marine Protection, Research and Sanctuaries Act, 33 U.S.C. §1401-1445 and 16 U.S.C. §§ 1431-1445; and

f. Env-Wq 800 and 40 CFR Part 503 relative to use or disposal of sewage sludge.

37. "*Local Limit*" shall mean specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

38. "*Medical/Infectious Waste*" shall mean any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals.

39. "*National Pollutant Discharge Elimination System permit*" or "*NPDES permit*" shall mean a permit issued pursuant to section 402 of the Clean Water Act (33 U.S.C. 1342).

40. "*Natural Outlet*" shall mean any outlet, including Storm Sewers and Combined Sewer overflows, into a Watercourse, pond, ditch, lake, or other body or surface water or groundwater.

41. "*New Source*" shall mean:

a. Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced subsequent to the publication of proposed Pretreatment Standards under section 307(c) of the Clean Water Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

i. The building, structure, facility, or installation is constructed at a site at which no other source is located;

ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

iii. The production or wastewater-generating processes of the building, structure, facility, or installation are substantially independent of an

Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, will be considered.

b. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

i. Begun, or caused to begin, as part of a continuous on-site construction program:

c. Any placement, assembly, or installation of facilities or equipment; or significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities that is necessary for the placement, assembly, or installation of new source facilities or equipment; or

i. Entered into a binding contractual obligation for the purchase of facilities or equipment that are intended to be used in its operation within a reasonable time. Options to purchase or contracts that can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

d. Construction on a site at which an Existing Source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of paragraphs (a)(ii) or (a)(iii) above but otherwise alters, replaces, or adds to existing process or production equipment.

42. "*Noncontact Cooling Water*" shall mean water used for cooling that does not directly contact any raw material, intermediate product, waste product, or finished product.

43. "*Pass Through*" shall mean a discharge that exits the WWTF into waters of the United States in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

44. "*Person*" shall mean any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

45. "*Per- and Polyfluoroalkyl Substances" or "PFAS"* shall mean a group of man-made fluorinated compounds, many of which are hydrophobic and lipophobic, manufactured and used in a variety of industries globally.

46. "*pH*" shall mean a logarithmic measure devised to express the hydrogen ion concentration of a solution, expressed in standard units. Solutions with pH values greater than seven (7) are basic (or alkaline); solutions with pH values less than seven (7) are acidic.

47. "*Pharmaceutical Waste*" shall mean a prescription drug or nonprescription or proprietary medicine that is no longer suitable for its intended purpose or is otherwise being discarded.

48. "*Plumbing Inspector*" shall mean the person employed by the City to inspect plumbing or the authorized deputy, agent or representative of the Plumbing Inspector.

49. "*Pollutant*" shall mean dredged spoil, solid waste, incinerator residue, filter backwash, Sewage, garbage, Sewage sludge, munitions, Medical/Infectious Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and Industrial Wastes, and characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

50. "*Pollution Prevention*" shall mean the use of materials, processes, or practices that reduce or eliminate the creation of pollutants or wastes at the source, or minimize their release to the environment prior to recycling, treatment or disposal. It includes practices that reduce the use of hazardous materials, energy, water or other resources. It also includes practices that protect natural resources and human health through conservation, more efficient use, or effective release minimization.

51. "*Pretreatment*" shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

52. "*Pretreatment Requirements*" shall mean any substantive or procedural requirement related to Pretreatment imposed on a Connector, other than a Pretreatment Standard.

53. "*Pretreatment Standards*" shall mean Pretreatment Standards, Prohibited Discharge Standards, Categorical Pretreatment Standards, and Local Limits.

54. "*Prohibited Discharge Standards*" or "*Prohibited Discharges*" shall mean absolute prohibitions against the discharge of certain substances as identified in this Ordinance.

55. "*Publicly Owned Treatment Works"* or "*POTW"* means the City of Portsmouth wastewater treatment facilities whether owned or operated by the City of Portsmouth and all components of its collection system including all pipes, pump stations, and other equipment and structures. It also refers to the municipality in its function as a utility to manage the POTW. These meanings are coextensive with the definitions found in the Clean Water Act and Code of Federal Regulations at 40 CFR 501:2 et seq. for "treatment works," "publicly owned treatment works" and "municipality."

56. "*Radiological Waste*" shall mean radioactive waste as regulated by the State of New Hampshire RSA 125-F rules.

57. "*Sanitary Sewer*" shall mean a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial facilities, and institutions, together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

58. "*Septage*" or "*Septic Tank Waste*" shall mean any liquid, solid, or sludge pumped from chemical toilets, vaults, septic tanks, or cesspools or other holding tanks, that have received only Domestic Wastewater.

59. "*Sewage*" shall mean Human Excrement and gray water (household showers, dishwashing operations, sink drains and similar uses).

60. "*Sewer*" shall mean a pipe or conduit that carries wastewater or Stormwater, groundwater, subsurface water, or Unpolluted water from any source.

61. "*Significant Industrial User*" shall mean:
    a. Except as provided in paragraphs (b) and (c) of this section, the term significant Industrial User shall mean:
        i. All Industrial Users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; and
        ii. Any other Industrial User that: discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater to the WWTF (excluding sanitary, Noncontact Cooling Water and boiler blowdown wastewater); contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the WWTF; or is designated as such by the City on the basis that the Industrial User has a reasonable potential for adversely affecting the WWTF's operation or for violating any Pretreatment Standard or requirement (in accordance with 40 CFR 403.8(f)(6).
    b. The City in conjunction with EPA may determine that an Industrial User subject to Categorical Pretreatment Standards under §403.6 and 40 CFR

chapter I, subchapter N is a non-significant Categorical Industrial User rather than a significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total Categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

i. The Industrial User, prior to the EPA/City finding, has consistently complied with all applicable Categorical Pretreatment Standards and requirements;

ii. The Industrial User annually submits the certification statement required in §403.12(q) together with any additional information necessary to support the certification statement; and

iii. The Industrial User never discharges any untreated concentrated wastewater.

c. Upon a finding that an Industrial User meeting the criteria in paragraph (l)(ii) of this section has no reasonable potential for adversely affecting the WWTF's operation or for violating any Pretreatment Standards or requirement, EPA and/or the City may at any time, on their own initiative or in response to a petition received from an Industrial User or WWTF, and in accordance with 40 CFR 403.8(f)(6), determine that such Industrial User is not a significant Industrial User.

62. "*Significant Noncompliance*" or "*SNC*" shall mean an Industrial User is in Significant Noncompliance if its violation meets one (1) or more of the following criteria:

a. *Chronic violations.* A pattern of violating the same Pretreatment Standard Daily Maximum or average limit (any magnitude of exceedance) sixty-six (66) percent or more of the time in a six-month period, including Instantaneous Limits;

b. *Technical review criteria (TRC violations).* Thirty-three (33) percent or more of the measurements exceed the same Pretreatment Standard Daily Maximum Limit or average limit by more than the TRC factor in a six-month period, including Instantaneous Limits. The TRC factor is 1.4 for Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), oil and Grease, and 1.2 for all other pollutants except pH;

c. For pH monitoring, excursions shall be considered SNC when:

i. The total time during which the pH values are outside the required range of pH values exceeds seven (7) hours and twenty-six (26) minutes in any calendar month;

ii. An individual excursion from the range of pH values exceeds sixty (60) minutes;

iii. An excursion occurs that the City believes has caused, alone or in combination with other discharges, Interference or pass-through; or

has endangered the health of POTW personnel or the general public; or

d. Any other discharge violation of a Pretreatment Standard or requirement including Daily Maximum, long-term average, Instantaneous Limit or narrative standard that the City believes has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

e. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge;

f. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

g. Failure to provide within thirty (30) days after the due date, any required reports, including baseline monitoring reports, Industrial Discharge Permit applications, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

h. Failure to accurately report noncompliance; or

i. Any other violation(s) which may include a violation of Best Management Practices that the City determines will adversely affect the operation or implementation of the local pretreatment program.

63. "*Slug*" shall mean any discharge of water, Sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than 5 times the average 24 hour concentration or flows during normal operation.

64. "Slug Discharge" shall mean any discharge at a flow rate or concentration, which could cause a violation of the Prohibited Discharge Standards in this Ordinance. A Slug Discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through or in any other way violate the WWTF's regulations, Local Limits or NPDES permit conditions.

65. "*Source Reduction*" shall mean any practice that:

a. Reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment, or disposal; and

b. Reduces the hazards to public health and the environment associated with the release of such substances, pollutants, or contaminants.

The term includes equipment or technology modifications; process or procedure modifications; reformulation or redesign of products; substitution of raw materials; and improvements in housekeeping, maintenance, training, or inventory control. The term "Source Reduction" does not include any practice that alters the physical, chemical, or biological characteristics or the volume of a hazardous substance, pollutant, or contaminant through a process or activity that itself is not integral to and necessary for the production of a product or the providing of a service.

66. "*State*" shall mean the State of New Hampshire.

67. "*Storm Drain*" or "*Storm Sewer*" shall mean a drain or sewer for conveying Stormwater, groundwater, subsurface water, or Unpolluted water from any source.

68. "*Stormwater*" shall mean any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.

69. "*Total Suspended Solids*" or "*TSS*" shall mean a measure of the suspended matter present in wastewater, effluent, or water bodies, as determined by an approved test method. Also called Nonfilterable Residue.

70. "*Unpolluted*" shall mean water of quality equal to or better than the water quality standards established by NHDES or water that would not cause a violation of receiving water quality standards and would not be benefitted by discharge to the WWTF.

71. "*Wastewater*" shall mean liquid and water-carried Industrial Wastes and/or Sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

72. "*Wastewater Treatment Facility*" or "*WWTF*" shall mean that portion of the POTW which is designed to provide treatment of municipal Sewage and industrial waste. WWTF is synonymous with "treatment works," as defined by section 212 of the Clean Water Act (33 U.S.C. § 1292). This definition includes any devices or systems used in the treatment, recycling, and reclamation of Sewage or Industrial Wastes of a liquid nature. The term also shall mean the municipality that has jurisdiction over discharges to and from a WWTF, and any sewer that conveys wastewater to a WWTF from any person outside the City who are, by contract or agreement with the City, users of the POTW.

73. "*Watercourse*" shall mean a natural or artificial channel for the passage of water either continuously or intermittently.

Section 16.305 – 16.310: RESERVED

DIVISION 2—GENERAL SEWER USE REQUIREMENTS

Section 16.311: USE OF PUBLIC SEWERS REQUIRED

A. Unlawful deposit of waste. No person shall place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any Sewage, pollutant or other objectionable waste.

B. Unlawful discharge of wastewater. No person shall discharge to any Natural Outlet within the City or in any area under the jurisdiction of the City, any Sewage or other pollutant, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance and with State and Federal laws and regulations.

C. Sewers for Intended Uses Only. No person shall discharge or cause to be discharged directly or indirectly into the POTW any Sewage, pollutant or other waste, or substance other than that for which the particular sewer is intended, designed, and provided.

D. Applicable Permits Required. No person shall discharge into the POTW, or into any fixture that thereafter discharges into the POTW until all applicable approvals and permits have been obtained.

E. All Industrial Users discharging wastewater into public or private sewers connected to the POTW shall comply with applicable Pretreatment Standards and State standards for pretreatment of wastes as they may be amended from time-to-time in addition to any applicable Local Limits as the required by this Ordinance.

F. Use of Sanitary Sewers. Except as specifically designated by the City with reference to some particular sewer, Sanitary Sewers shall be used only for the conveyance and disposal of sanitary Sewage, and for Industrial Wastes that are permitted under this Ordinance. No Sanitary Sewer shall be used to receive and convey or dispose of any storm or surface water, subsoil drainage, or Unpolluted water subject to the following exception: in areas that still have Combined Sewer-Storm Drain infrastructure, existing connections may remain until such time as a public Storm Drain becomes reasonably available.

G. Use of Storm Sewers. Stormwater and all other Unpolluted drainage are regulated under Chapter 16, Article II.

H. Use Designation. If the intended or designated use of any particular sewer or drain and allowable discharge thereto is unclear, the City will consider the pertinent facts and make a determination. This determination shall be final and binding.

I. Unlawful construction. Except as otherwise provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater in any area where a public sewer is available,. The use of

portable chemical toilets is allowed at construction sites and for other temporary purposes provided the wastes are properly disposed of off site.

A. Requirement for connection. The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public Sanitary Sewer of the City, is required at the owners' expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days subsequent to the date of official notice to do so, provided that the public sewer is gravity (not low-pressure) and located within one hundred and fifty (150) feet of the building. The City may extend the period to connect from ninety (90) days to no more than one hundred and fifty (150) days for winter conditions or other good cause.

J. Private wastewater disposal facilities. Where a public Sanitary Sewer is not available under the provisions of paragraph (i) above, the Building Sewer shall be connected to a private wastewater disposal system complying with the provisions of State law. The owner(s) shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the City. At no time shall any quantity of industrial waste be discharged to a private, Domestic Wastewater disposal facility.

K. Discontinuance of use. At such time as a public sewer becomes available to a property serviced by a private wastewater disposal system, the owner shall connect to the public sewer, as provided above. Any septic tanks, cesspools, and similar private wastewater disposal facilities shall be cleaned of sludge and filled with clean mineral soils, and their use shall be discontinued.

L. Additional requirements. No statement contained in the preceding paragraphs of this section shall be construed to interfere with any additional lawful requirements that may be imposed by the City.

Section 16.312: PRIVATE SEWAGE DISPOSAL

B. Where a public sanitary or Combined Sewer is not available under the provisions of Section 16.311(I) above, the Building Sewer shall be connected to a private Sewage disposal system complying with the provisions of this Ordinance.

C. Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the Plumbing Inspector.

D. A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Plumbing Inspector.

E. The type, capacities, location and layout of a private sewage disposal system shall comply with all regulations of the N.H. Department of Environmental Services. No permit shall

be issued for any private sewage disposal system employing subsurface facilities where the percolation test results indicate poor drainage conditions exist. No septic tank or cesspool shall be permitted to discharge to any Natural Outlet.

F. At such time as a public sewer becomes available to a property served by a private sewage disposal system, subject to the waiver provision below, a direct connection shall be made to the public sewer in compliance with this Ordinance and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material. The City may extend the period to connect from ninety (90) days to no more than one hundred and fifty (150) days for winter conditions or other good cause.

   i. Waiver. Owners of private sewage disposal systems may apply for and receive a waiver of the connection requirement provided that the private sewage disposal system is adequately functioning to serve the current property uses and legally permitted under State law. The waiver shall be withdrawn, and connection required, when the private sewage disposal system is no longer adequately functioning or is not legally permitted by State law.

   ii. A public sewer becomes available for purposes of this ordinance when any house, building or property is used for human occupancy and is located within 150 feet of the property line abutting the street, alley or right of way in which the sewer main is laid.

G. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

H. No requirement contained in this Ordinance shall be construed to interfere or conflict with any additional requirements that may be imposed by the Plumbing Inspector.

Section 16.313: BUILDING SEWERS AND CONNECTIONS

A. No person(s) shall uncover, make any connections with or opening into, alter, or disturb any public sewer or equipment, structure or appurtenance of the POTW without first obtaining authorization from the Department of Public Works. Permits to work within the NHDOT and/or City Right-of-Way (ROW) shall be obtained in addition to DIGSAFE notification.

B. There shall be two classes of Building Sewer permits: one for residential and commercial service producing only Domestic Wastewater; and one for service to establishments producing Industrial Wastes.

   (1) Procedure. Applications for new residential and commercial service shall be made by the Owner or a duly authorized agent. Each application shall be fully completed, accompanied by an application fee, and include any plans, specifications, or other information considered pertinent in the judgement of the City. For an establishment

discharging Industrial Wastes, an application shall be made in accordance with the requirements of this Ordinance.

(2) Determination. If the City determines that it does not or will not have sufficient capacity to serve it shall not be obligated to provide this service. The City may at its option and discretion enter into such agreements with applicant to make readiness to serve improvements at owner's expense. If the City determines that it has sufficient capacity to provide adequate service the City will approve the service and assess a connection fee. The connection fee will consist of the following components: labor and material charges related to the work components of connecting to the main pipe as well as a capacity use surcharge. Service shall not be provided until all required department deposits or payments have been made by the applicant.

C. At the discretion of the Director, the City may construct that section of the service connection located within the public right-of-way extending from the main sewers to the connector's property line (edge of the right-of-way). In such case the owner (connector) shall be assessed a connection fee to reimburse the City for its costs in constructing the service connection. Construction of the remaining section of the Building Sewer including connection of the structure served shall be the responsibility of the owner. All costs and expenses incident to the installation and connection of the Building Sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the Building Sewer. The owner shall be obligated to pay all costs and expenses of operation, repairs, and maintenance and of reconstruction (if needed) of the Building Sewer including the connection to the public sewer.

D. After the initial construction of the Building Sewer, the owner shall thereafter be obligated to pay all costs, expenses of operation, repair, and maintenance and of reconstruction (if needed) of the entire Building Sewer beginning at the public sewer and ending at the building. If City personnel are called out to work on the public sewer and it is subsequently determined that the problem was on the property owner's section of the line, the property owner shall reimburse the City for all costs associated with the service call.

E. If the owner of any building located within the City and benefited, improved, served or accommodated by any public sewer, or to which any public sewer is available, after ninety (90) days' notice from the City shall fail to connect such building as required, the owner shall be in violation of this Ordinance and the City may make such connection and may collect from such owner the costs and expenses thereof by such legal proceeding as may be permitted by law. The City shall have full authority to enter on owner's property to do whatever is necessary to properly drain the improved property into the public sewer.

F. A separate and independent Building Sewer shall be provided for every building with the following exception. If one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the Building Sewer from the front building may be

extended to the rear building and the whole considered as one application and approved by the City.

G. Old Building Sewers may be used in connection with new buildings only when they are found, on examination and testing conducted at Owner's expense, to meet all requirements of this Ordinance and their use approved by the City.

H. The size, slope, alignment, materials of construction of a Building Sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and back filling the trench, shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City and State. The entire line when completed shall be gas tight and watertight.

I. Whenever possible, the Building Sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any Building Drain is too low to permit gravity flow to the public sewer, sanitary Sewage carried by such Building Drain shall be lifted by a means approved by the City and discharged to the Building Sewer at the owner's expense.

J. No person shall connect roof downspouts, exterior foundations drains, areaway drains, or other sources of surface run-off or ground water to a Building Sewer or Building Drain, which in turn is connected directly or indirectly to a public Sanitary Sewer. Any deviation or exception to this paragraph will require written approval from the City.

K. The method of connection to the Building Sewer into the public sewer shall be acceptable to the City and shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City or the procedure set forth in appropriate specifications of the A.S.T.M. and the W.E.F. Manual Practice No. FD-5. All such connections shall be made gas tight and watertight. Any deviation from the prescribed procedure and materials shall be approved by the City before installation.

L. The applicant for the Building Sewer permit shall notify the City when the Building Sewer is ready for inspection and connection to the public sewer. Such notice shall be provided not less than seventy-two (72) hours in advance of the time any connection is to be made to any public sewer. The contractor shall be responsible for satisfying all other notification requirements, including DIGSAFE. The connection and testing shall be made under the supervision of the City. No Building Sewer or repair shall be covered until it has been inspected and approved by the City. If any part of a Building Sewer is covered before being inspected and approved, it shall be uncovered for inspection at the cost and expense of the owner of the building to be connected to a sewer. This requirement shall also apply to repairs or alterations to building connections, drains or pipes thereto. Premature filling of trenches before an inspection is made will subject the owner(s) to opening the trench for inspection or a penalty in accordance with this Ordinance.

Failure of inspection may result in actions through code enforcement up to and including withholding a Certificate of Occupancy or discontinuing of services.

M. All excavations for Building Sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City. Prior to any excavating on any public property, a excavation permit shall be obtained from the Department of Public Works.

Section 16.314: PROHIBITED DISCHARGE STANDARDS

A. General Prohibitions. No person shall introduce or cause to be introduced into the POTW any pollutant or wastewater that causes Pass Through or Interference. These general prohibitions apply to all users of the POTW whether or not they are subject to Categorical Pretreatment Standards or any other Federal, State, or local Pretreatment Standards, requirements or limits.

B. Specific Prohibitions. No person shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Pollutants which create a fire or explosion hazard, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, gas, solid, or any substance that can generate or form any flammable combustible or explosive substance, fluid, gas, vapor or liquid when combined with air, water or other substances present in sewers.;

2. Wastewater having a pH less than 5.5 or greater than 9.5, as measured at the point of connection to the Sanitary Sewer or other available monitoring location, or otherwise causing corrosive structural damage or hazard to the POTW equipment, or personnel, or with alkalinity in such quantities that contribute to or cause the WWTF influent pH to exceed 8.0;

3. Solid or viscous substances including water or wastes containing fats, wax, Grease, or oils, whether emulsified or not, or containing substances that can solidify or become viscous at temperatures between 32°F and 150°F (0-65°C), in amounts that could cause obstruction of the flow in the WWTF resulting in Interference;

4. Pollutants, including oxygen-demanding pollutants (*e.g.,* BOD, COD), or chlorine demand requirements released in a discharge at a flow rate and/or pollutant concentration that, either singly or by interaction with other pollutants, will cause Interference with the WWTF, constitute a hazard to humans or animals, create a public nuisance, exceed national Categorical Pretreatment Standards, or cause Pass Through;

5. Wastewater containing such concentrations or quantities of pollutants that its introduction to the WWTF could cause a treatment process upset and subsequent loss of treatment ability or efficiency;

6. Wastewater having a temperature greater than 150°F (65°C), or that will inhibit biological activity in the WWTF resulting in Interference, but in no case wastewater that causes the temperature at the introduction into the wastewater treatment facility to exceed 104°F (40°C), unless upon approved by the POTW;

7. Oils and Grease of Animal and Vegetable Origin, Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in excess of 100 mg/L, or in amounts that will cause Interference or Pass Through;

8. Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

9. Trucked or hauled pollutants, except at discharge points designated by the City in accordance with this Ordinance;

10. Any Medical/Infectious Waste, Pharmaceutical Waste, or Radiological Waste except as specifically authorized in an IDP;

11. Household hazardous wastes including but not limited to paints, stains, thinners, pesticides, herbicides, anti-freeze, transmission and brake fluids, motor oil and battery acid;

12. Wastewater causing, alone or in conjunction with other sources, the wastewater treatment facility's effluent or biosolids to fail a toxicity test; and

13. Any hazardous waste listed or designated by the NHDES under Env-Hw 400.

14. Prohibited wastes described in N.H. Admin. Code § Env-Wq 305.04(c)(3): Wastes introduced into the POTW by any person shall not:
a. Interfere with the safety, operation, maintenance, or performance of the POTW;
b. Have an adverse effect on the receiving stream;
c. Prevent disposal of sludge in the manner used by the POTW; or
d. Otherwise endanger life, limb, public property, or constitute a nuisance;

C. Additional Prohibitions. No Connector shall introduce or cause to be introduced into the POTW the following substances, pollutants or wastewater, unless specifically authorized in an IDP:

15. Noxious or malodorous liquids, gases, solids, or other wastewater that, either singly or by interaction with other wastes, could be sufficient to create a public nuisance, objectionable odors, or a hazard to life, or to prevent entry into the public sewers for maintenance or repair;

16. Wastewater containing any radioactive wastes or isotopes except as specifically authorized in an IDP and in compliance with applicable State or Federal regulations;

17. Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, or otherwise Unpolluted wastewater;

18. Sludges, screenings, or other residues from the pretreatment of Industrial Wastes;

19. Detergents, surface-active agents, or other substances that might cause excessive foaming in the WWTF;

20. Wastewater that could cause a reading on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than ten percent (10%) of the Lower Explosive Limit;

21. Garbage that has not been shredded to such a degree that all particles will be transported freely under the flow conditions normally prevailing in public sewers. (Garbage grinders may be connected to Sanitary Sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers;

22. Any quantities of flow, concentrations, or both which constitute a "Slug" as defined herein;

23. Waters or wastes which, by interaction with other water or wastes in the treatment works, release dangerous or noxious gases or objectionable odors, form suspended solids that affect the operation of the collection system, or create a condition deleterious to structures and treatment processes;

24. Any materials that exert or cause unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime, slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate); and

25. Wastewater containing any pollutant at a concentration that exceeds a local limit or IDP limit established for that pollutant by the City.

D. Pollutants, substances, or wastewater prohibited by this Ordinance shall not be processed or stored in such a manner that they could be discharged to the POTW.

Section 16.315: FEDERAL CATEGORICAL PRETREATMENT STANDARDS

The Federal Categorical Pretreatment Standards are found at 40 CFR Chapter I, Subchapter N,

Parts 405-471 and are hereby incorporated into the Ordinance.

A. Where a Categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the City may impose equivalent concentration or mass limitations in accordance with 40 CFR 403.6(c).

B. When wastewater subject to a Categorical Pretreatment Standard is mixed with wastewater not regulated by the same standard, the City shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).

C. A User may obtain a variance from a Categorical Pretreatment Standard if the User can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the Categorical Pretreatment Standard.

D. A User may obtain a net gross adjustment to a Categorical standard in accordance with 40 CFR 403.15.

Upon promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal standard, if more stringent than limitations imposed under this Ordinance for sources in that subcategory, shall, on the compliance date of the Categorical Pretreatment Standards, immediately supersede the limitations imposed under this Ordinance.

Compliance with Categorical Pretreatment Standards shall be achieved within three (3) years of the date such standards are effective, unless a shorter compliance schedule is specified in the standards.

An Industrial User subject to Categorical Pretreatment Standards shall not discharge wastewater directly or indirectly to the POTW subsequent to the compliance date of such standards unless an amendment to its Industrial Discharge Permit has been issued by the City.

Section 16.316: LOCAL DISCHARGE RESTRICTIONS

The Director is authorized to establish Local Limits by this Ordinance and pursuant to 40 CFR 403.5. In the event of a conflict between any State Pretreatment Standards, Federal Categorical Pretreatment Standards or Local Limits, the most stringent shall apply.

The Director is further authorized to develop Best Management Practices by policy, practice or as a condition of any IDP.

A. LOCAL LIMITS: Numerical pollutant discharge limitations are established to protect against pass-through and Interference. No person shall discharge wastewater containing constituents at daily concentrations greater than indicated in:

Appendix I – Maximum Allowable Industrial Mass Loading Limitations / Local Limits

For industrial discharge applications, the local limits in Appendix I shall apply at the end of the process train prior to dilution with non-industrial wastewaters.

Daily concentrations are the concentration of a pollutant discharged, determined from the analysis of a flow-composited sample (or other sampling procedure approved by the City) representative of the discharge over the duration of a 24-hour day or industrial operating schedule of less than twenty-four (24) hours.

All concentration limits for metals represent "total" metal unless indicated otherwise. The Director may impose mass limitations in accordance with section 16.319 in place of the concentration-based limitations above.

Unless specifically identified in an Industrial Discharge Permit, an Industrial User shall not discharge the locally limited pollutants at concentrations twenty (20) percent greater than the background concentrations used for local limits development.

Pollution Prevention activities that result in a decreased discharge of these pollutants to the WWTF, such that the headworks loading of a pollutant is less than forty (40) percent of the allowable loading, may result, at the discretion of the City, in rescission of a local limit for that pollutant from this Ordinance.

B. SPECIAL AGREEMENTS: The City reserves the right to enter any special or temporary agreement or arrangement between the City and any Industrial User whereby an industrial waste of unusual strength or character or a discharge of short term duration may be accepted by the City for treatment provided that the agreement does not contravene any requirements of existing Federal or State laws, and/or regulations promulgated hereunder and do not waive applicable Federal Categorical Pretreatment Standards.

Section 16.317: CITY'S RIGHT OF REVISION

The City reserves the right to establish, by ordinance or in an individual IDP, more stringent standards or requirements than those currently established in this ordinance if more stringent standards or requirements are reasonably required to fulfil the purposes of this Ordinance.

Section 16.318: DILUTION

No Industrial User shall ever increase the use of water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or requirement. The City may impose mass limitations on users to discourage the use of dilution to meet applicable Pretreatment Standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Section 16.319: MASS-BASED LIMITATIONS

Users implementing process changes may request that compliance be determined based on mass limitations in lieu of concentration limitations. Such mass-based limitations will be calculated from the permitted concentration-based limitations and flows and shall be equivalent to or less than the mass discharge in effect at the time of the request. The intent of a mass-based limit is to encourage and allow Pollution Prevention and/or water conservation measures that might cause a facility to increase pollutant concentrations in their discharge even though the total mass of the pollutant discharged does not increase and may in fact decrease. Decisions on granting requests for mass-based compliance limitations will be based on user-specific information and current operating conditions of the WWTF and will be at the discretion of the City. Implementation of mass-based limitations may not contravene any requirements of Federal or State laws and/or regulations implemented hereunder. For Categorical Pretreatment Standards that are expressed only in terms of pollutant concentrations, the City may establish equivalent mass limits only if the User meets all the conditions in 40 CFR 403.6 (c) (5).

Section 16.320: RESERVED

DIVISION 3—PRETREATMENT OF WASTEWATER

Section 16.321: PRETREATMENT FACILITIES

Industrial Users shall provide wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with all Categorical Pretreatment Standards, Local Limits, and the prohibitions set out in Sections 16.314, 16.315, and 16.316 of this Ordinance within the time limitations specified by EPA, the State, or the City, whichever is more stringent. All facilities required to achieve and maintain compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the City for review and shall be acceptable to the City and the NHDES Water Division before such facilities are constructed. Such facilities shall not be connected until approval is obtained in writing. The review of such plans and operating procedures shall in no way relieve the User of the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this Ordinance. Plans and specifications for a proposed pretreatment facility shall be the result of the design of a professional engineer licensed by the State of New Hampshire.

Section 16.322: ADDITIONAL PRETREATMENT MEASURES

A. Whenever deemed necessary, the City may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sanitary Sewage waste streams from industrial waste streams, provide for Source Reduction, and impose such other conditions as are deemed necessary to protect the POTW and determine the User's compliance with the requirements of this Ordinance.

B. The City may require any Connector to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An IDP may be issued solely for flow equalization.

C. Grease, oil, and/or sand interceptors shall be provided at the owner's expense when, in the opinion of the City, such devices are necessary for the preliminary treatment of wastewater containing excessive amounts of Grease, oil, and/or sand; except that such interceptors shall not be required for solely residential users. All interception units shall be of a type and capacity approved by the City and shall be so located as to be easily accessible for cleaning and inspection. Maintenance of interceptors requires that the owner be responsible for the proper removal and disposal by appropriate means of the captured materials, in accordance with the requirements established by the City. The owner shall maintain records of the servicing of Grease, oil, and/or sand interceptors. The form and content of such records will be determined by the City and the records shall be subject to periodic review. The removal and disposal of captured materials from interceptors shall be performed by a Septage or sludge Hauler holding a current permit issued by the State of New Hampshire, or by a Hazardous Waste Transporter currently registered with the State of New Hampshire, whichever is applicable. Grease Interceptors / Grease Traps servicing food service establishments shall be installed, maintained, and permitted in accordance with Section 16.325.

D. Users with the potential to discharge flammable substances shall, at the discretion of the Director, install and maintain an approved combustible gas detection meter and alarm.

E. Where pretreatment or flow equalizing facilities are provided or required for any waters or wastes, these devices shall be maintained continuously in satisfactory and effective operation at owner’s expense.

F. The owner of any building serviced by a Building Sewer carrying Industrial Wastes may, at the discretion of the City, be required to install a suitable control manhole or approved equivalent structure together with such necessary meters and other appurtenances in the Building Sewer to facilitate observation, sampling and measurement of the wastes. Such manhole shall be accessible and safely located and shall be constructed in accordance with plans approved by the City. The manhole shall be installed and maintained by the owner at owner’s expense so as to be safe and accessible at all times. The owner shall perform such monitoring as the City may reasonably require including installation, use and maintenance of monitoring equipment, maintaining records and reporting the results of such monitoring to the City. Such records shall be made available upon request of the City and shall be available to other agencies having jurisdiction over discharges to the receiving waters.

G. Dental practices that remove or place mercury containing amalgam shall comply with Federal and State regulations.

Section 16.323: ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS

Each Industrial User shall provide protection from accidental discharge of prohibited materials or

their wastes regulated by this Ordinance.

The City shall upon issuance or renewal of any IDP, and at such other times as may be reasonably required, evaluate whether an SIU needs an accidental discharge/Slug control plan or other action to control Slug Discharges.

The City may require any Industrial User to develop, submit for approval, and implement such a plan. Alternatively, the City may develop such a plan for any Industrial User. An accidental discharge/Slug control plan shall address, at a minimum, the following:

A. A description of discharge practices, including non-routine batch discharges;

B. A description of all stored chemicals;

C. Procedures for immediately notifying the City of any accidental or Slug Discharge, as required by Section 16.356 of this Ordinance;

D. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing pollutants, including solvents, and/or measures and equipment for emergency response.

All expenses and costs for the development and implementation of any plan shall be the responsibility of the Industrial User. Review and approval of such plans and operating procedures shall not relieve the Industrial User any other responsibility or condition of its IDP or from any requirement to modify its facility to meet the requirements of this Article.

Section 16.324: POLLUTION PREVENTION PLANS

The City may require any Industrial User discharging wastes into the POTW to develop and implement, at their own expense, a Pollution Prevention plan. The City may require such Users to submit as part of the Pollution Prevention plan information that demonstrates adherence to the following elements:

A. Management Support. For changes to be effective, the visible support of top management is required. Management's support should be explicitly stated and include designation of a Pollution Prevention coordinator, goals, and time frames for reductions in volume and toxicity of waste streams, and procedures for employee training and involvement.

B. Process Characterization. A detailed process waste diagram shall be developed that identifies and characterizes the input of raw materials, the outflow of products, and the generation of wastes.

C. Waste Assessment. Estimates shall be developed for the amount of wastes generated by each process. This may include establishing and maintaining waste accounting systems to track sources, the rates and dates of generation, and the presence of hazardous constituents.

D. Analysis of Waste Management Economics. Waste management economic returns shall be determined based on the consideration of:

    a. Reduced raw material purchases;

    b. Avoidance of waste treatment, monitoring and disposal costs;

    c. Reductions in operations and maintenance expenses;

    d. Elimination of permitting fees and compliance costs; and

    e. Reduced liabilities for employee/public exposure to hazardous chemicals and cleanup of waste disposal sites.

E. Development of Pollution Prevention Alternatives. Current and past Pollution Prevention activities shall be assessed, including estimates of the reduction in the amount and toxicity of waste achieved by the identified actions. Opportunities for Pollution Prevention shall then be assessed for identified processes where raw materials become or generate wastes. Technical information on Pollution Prevention shall be solicited and exchanged, both from inside the organization and out.

F. Evaluation and Implementation. Technically and economically feasible Pollution Prevention opportunities shall be identified and an implementation timetable with interim and final milestones shall be developed. The recommendations that are implemented shall be periodically reviewed for effectiveness.

All expenses and costs for the development and implementation of any plan shall be the responsibility of the Industrial User. Review and approval of such plans and operating procedures shall not relieve the Industrial User of any other responsibility or condition of its IDP or from any requirement to modify its facility to meet the requirements of this Ordinance.

Section 16.325: FATS, OILS, AND GREASE (FOG) PROGRAM

Grease removal systems are required for all connections to the POTW from Food Service Establishment (FSE) operations including, but not limited to, restaurants, cafeterias, nursing homes, schools, hospitals, or other connections which discharge or have the potential to discharge quantities of Grease to the POTW.

No FSE conducting food preparation or food processing operations shall discharge wastewater into the POTW without first obtaining a FOG program permit.

A. Any FSE required to have a Grease removal system shall install:

a. An outdoor passive in-ground Grease Interceptor, minimum 1000 gallons, where available exterior space exists, or;

b. An indoor passive Grease Trap sized appropriately for the Food Service if:

i. It can be demonstrated that no exterior space exists, and/or
ii. The City determines the Food Service provided is too limited to warrant the protection of an exterior 1000 gallon interceptor.

B. No wastewater, other than from kitchen fixtures or food processing equipment, shall discharge into the Grease removal system. Wastewater from sanitary sources such as toilets and bathroom sinks is prohibited from being discharged to the Grease removal system.

C. Grease interceptors and Grease traps shall be cleaned by a professional cleaning service at a minimum:

a. Exterior belowground Grease Interceptors; Quarterly (every three months), unless the Department has specified in writing an irregular cleaning schedule for an establishment;
b. Interior Grease Traps; monthly, unless the Department has specified in writing an irregular cleaning schedule for an establishment,

D. Records of the dates of cleaning and means of disposal shall be maintained for a period of five years.

E. All wastewater from food preparation operations and/or washing and clean-up operations, including, but not limited to, pot sinks, pre-rinse stations, work stations, soup kettles, braising pans, mop sinks and wastewater generated from exhaust fan hood cleaning operations shall discharge to the Grease removal system. All automatic dishwasher wastewater, excluding pre-rinse stations, shall bypass the Grease removal device and be discharged directly into the sewer system.

Section 16.326-16.330: RESERVED

DIVISION 4—INDUSTRIAL DISCHARGE PERMIT (IDP) APPLICATION

Section 16.331: INDUSTRIAL USER CLASSIFICATION SYSTEM

The City maintains an Industrial User classification system to allow the City to group users into categories that define the degree of regulatory attention required. The classification system establishes priorities for allocation of City resources, and promotes uniformity and fairness in the application of regulations affecting Industrial Users. A User may be designated at a higher

classification level if the City determines that the User has a reasonable potential for adversely affecting POTW operation, if the User has violated any Pretreatment Standard or requirement, or at the discretion of the City. Users are assigned to one of three classes.

A. Class 1: Dischargers of large volumes of industrial wastewater (greater than 10,000 gpd), high loadings (greater than five percent [5%] of the average dry weather hydraulic or organic capacity of the WWTF), and/or chemical constituents warranting a high degree of control and monitoring. Included in this class are all users that are subject to Categorical Pretreatment Standards and users with pretreatment systems that employ automatic controls for sensing, pumping, dosing, and/or other treatment functions occurring without the manual intervention of an operator.

B. Class 2: Discharge between 1,000 and 10,000 gpd of industrial wastewater. Also included are dischargers of greater than 100 gpd with a moderate level of pretreatment (i.e., requires an operator to manually operate equipment, add chemicals, etc.). Dischargers of up to 1,000 gpd of industrial wastewater and restaurants up to 5,000 gpd. Class 2 also includes dischargers with basic pretreatment procedures (e.g., batch pH adjustment, Grease, oil, and/or sand interceptors, silver recovery units) and whose industrial wastewater flows do not exceed 100 gpd.

C. Class 3: Dischargers of industrial wastewater that are not otherwise classified and are not required to possess an IDP because:

    a. Pollutants of concern are not detectible in the User's effluent;
    b. Pollutants of concern are present in only trace amounts and are neither causing nor likely to cause pass-through or Interference;
    c. Pollutants of concern are present in amounts too small to be effectively reduced by known treatment technologies; or
    d. The User's waste stream contains only pollutants compatible with the WWTF.

    Class 3 users (including Dental Facilities and others) may be required to implement Best Management Practices which may include: a schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to the POTW. BMPs include treatment requirements, operating procedures, and practices to control discharges to the POTW. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established Categorical Pretreatment Standards and effluent limits.

D. Class 4: Non discharging Federal categorical Users

    The Federal Pretreatment Regulations allow, at the City's discretion, the classification of certain CIUs as nonsignificant and, thus, not subject to permitting. As defined in the Pretreatment Regulations at 40 CFR 403.3(v)(2), an NSCIU is a discharger that, among other things, never discharges more than 100 gpd of total categorical wastewater to the POTW and never discharges any untreated concentrated wastes. If an Industrial User is determined to be an NSCIU, the User is no longer an SIU and is therefore not required to be controlled through a permit or other control mechanism although the City may choose

to do so. Regardless of whether an Industrial User is determined to be an NSCIU, it is still a Categorical discharger and, as such, is still required to comply with applicable Categorical Pretreatment Standards and related reporting and notification requirements at 40 CFR 403.12(b), (c), (d), (f), (j), (l), and (p).

E. Class 5 – Potential PFAS discharger: This Class of IUs may be required to obtain an IDP.

Section 16.332: WASTEWATER CHARACTERIZATION

When requested by the City, any User shall submit information on the nature and characteristics of its wastewater discharge within sixty (60) days of the request. The City is authorized to prepare a form for this purpose and may periodically require users to update this information.

Section 16.333: IDP REQUIREMENT

No Industrial User shall discharge wastewater into the POTW without first obtaining an IDP with the following exceptions:

A. A User who has filed a timely and complete application pursuant to Section 16.334 of this Ordinance may continue to discharge for the time period specified therein.

B. A User who has received written notification from the City that they do not need an IDP, but shall promptly notify the City of any alteration in either flow or waste characteristics of the wastewater being discharged into the POTW.

Any violation of the terms and conditions of an IDP shall be deemed a violation of this Ordinance and subjects the User to the enforcement actions set forth in this Ordinance. Obtaining an IDP does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or requirements or Local Limits, or with any other requirements of Federal, State, and local law.

Section 16.334: EXISTING CONNECTIONS

Any User required to obtain an IDP discharging wastewater into the POTW prior to the effective date of this Ordinance, and not currently covered by an IDP, and wishing to continue such discharges in the future, shall, within sixty (60) days after the effective date, apply for an IDP in accordance with this Ordinance, and shall not cause or allow discharges to the POTW to continue after one hundred twenty (120) days of the effective date of this Ordinance except in accordance with an IDP issued by the City.

Section 16.335: NEW CONNECTIONS

Any person required to obtain an Industrial Discharge Permit who proposes to begin or recommence discharging into the POTW shall obtain an IDP prior to the beginning or

recommencing of such discharge. An application for this IDP shall be filed at least ninety (90) days prior to the date upon which any discharge is proposed to begin or recommence.

Section 16.336: FEDERAL CATEGORICAL PRETREATMENT STANDARDS

Within one hundred twenty (120) days subsequent to the effective date of a Federal Categorical Pretreatment Standard, an Industrial User subject to such standards shall submit an application for an IDP amendment.

Section 16.337: IDP APPLICATION CONTENTS

A. All users required to obtain an IDP, and other users subject to pretreatment requirements, as required by the City, shall submit a completed IDP application and application fee. The IDP application may, without limitation, require information regarding:

   1. Each product produced by type, amount, process or processes, and rate of production, and amount of raw materials processed (average and maximum per day);
   2. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
   3. Time, duration and rate of discharges; and
   4. Any other information reasonably required by the City.

B. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Section 16.338: SIGNATORIES AND CERTIFICATION

All IDP applications and User reports shall be signed by an authorized representative of the User and contain the following certification statement:`

> "On behalf of the applicant (owner) named herein, I hereby apply for a permit to discharge non-Domestic Wastewater to the wastewater collection and treatment facilities owned by the City of Portsmouth, NH. I certify that I am familiar with Chapter 16, Article III, and the information contained in this application. I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted herein is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I further understand that if the actual wastewater discharged differs in any significant matter from the information contained herein, any permit issued based upon this application is void and such discharge shall be in violation of the City of Portsmouth Ordinances"

If the designation of an Authorized Representative of the Connector is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section shall be submitted to the City prior to or together with any reports to be signed by an Authorized Representative of the Connector.
Nothing in this section limits the City's authority to require certifications for any other reports, applications or documents that the Cit may require to implement this Ordinance.

Section 16.339 and 16.340: RESERVED

DIVISION 5—INDUSTRIAL DISCHARGE PERMIT (IDP) ISSUANCE PROCESS

Section 16.341: IDP DECISIONS

The City will evaluate the data provided by the Industrial User and may require additional information. Within thirty (30) days of receipt of a complete IDP application [or ninety (90) days in the case of an application for a new or increased discharge requiring review and approval by the NHDES Water Division], the City will determine whether or not to issue an IDP. The City may deny any application for an IDP or request such additional information as may be needed to complete the review of the application.

Section 16.342: IDP DURATION

An IDP shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit.

IDPs shall be terminated upon cessation of operations or transfer of business ownership, unless notification of such transfer is provided in accordance with Section 16.346 of this Ordinance. All IDPs issued to a particular User are void upon the issuance of a new IDP to that User.

Section 16.343: IDP CONTENT

An IDP shall include such conditions as are deemed reasonably necessary by the City to prevent Pass Through or Interference, protect the quality of the water body receiving the wastewater treatment facility's effluent, protect human health and safety, facilitate biosolids management and disposal, and protect against damage to the POTW.

A. IDPs shall contain:

1. Dates of IDP issuance and expiration, with a duration not to exceed five (5) years;

2. A statement that the IDP is nontransferable without prior notification to the City and provisions for providing the new owner or operator with a copy of the existing IDP;

3. Effluent limits including Best Management Practices and general and specific prohibitions based on the requirements of this Ordinance;

4. Identification of applicable Federal Categorical Pretreatment Standards;

5. Self-monitoring, sampling, inspection, reporting, notification, and record-keeping requirements. For pollutants to be monitored, these requirements shall include sampling locations, sampling frequencies, and sample types based on this Ordinance, and State and Federal laws, rules and regulations;

6. For users with reporting requirements, such reports at a minimum shall require:

   a. Periodic monitoring results indicating the nature and concentration of pollutants in the discharge from the regulated processes governed by the IDP and the average and maximum daily flow for these process units;

   b. A statement as to whether the applicable Pretreatment Standards and requirements are being met on a consistent basis and, if not, identification of additional operation and maintenance practices and/or pretreatment systems that are necessary;

   c. Submittal of any monitoring results performed in addition to the requirements of the IDP using procedures prescribed in the permit; and

   d. Appropriate supporting documentation.

7. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and requirements; and

8. Any applicable compliance schedule. This schedule may not extend the time for compliance beyond that required by this Ordinance, and applicable State and Federal laws, rules and regulations.

B. IDPs may contain, but need not be limited to, the following conditions:

1. Limitations on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;

3. Requirements for the development and implementation of spill control plans or other special conditions including Best Management Practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

4. Development and implementation of Pollution Prevention plans to reduce the amount of pollutants discharged to the POTW;

5. Requirements for installation and maintenance of inspection and sampling facilities and equipment;

6. A statement that compliance with the IDP does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those that become effective during the term of the IDP;

7. Requirements to control Slug Discharges, if determined by the POTW to be necessary; and

8. Other conditions as deemed appropriate by the Director to ensure compliance with this Ordinance, and State and Federal laws, rules, and regulations.

Section 16.344: IDP APPEALS

Any person, including the User, may petition the Director to reconsider the terms of an IDP within thirty (30) days of notice of its issuance.

A. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

B. In its petition, the appealing User shall indicate the IDP provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the IDP.

C. The effectiveness of the IDP shall not be stayed pending the appeal.

D. If the Director fails to act within thirty (30) days, the appeal shall be deemed to be denied.

E. Aggrieved parties may appeal the conditions of the IDP in accordance with Section 16.416 of this Ordinance.

Section 16.345: IDP MODIFICATION

The City may modify an IDP for good cause, including, but not limited to, the following reasons:

A. To incorporate any new or revised Federal, State, or Local Pretreatment Standards or requirements;

B. To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of IDP issuance;

C. To manage a change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

D. To address a threat to the POTW, City personnel, the public or the water quality in the receiving waters;

E. To remedy the violation of any terms or conditions of the IDP;

F. To account for any misrepresentations or failure to fully disclose all relevant facts in the IDP application or in any required reporting;

G. To incorporate the revision of or a grant of variance from Categorical Pretreatment Standards pursuant to 40 CFR 403.13;

H. To correct typographical or other errors in the IDP; or

I. To reflect a transfer of the facility ownership or operation to a new owner or operator.

Section 16.346: IDP TRANSFER

An IDP may be transferred only upon the approval of the City. Users shall provide at least sixty (60) days advance notice to the City of any proposed transfer. Notice to the City shall include written certification by the new owner or operator that:

A. The new owner and/or operator has no immediate intent to change the facility's operations and processes that generate wastewater to be discharged to the POTW;

B. Identifies the specific date on which the transfer is to occur; and

C. Acknowledges full responsibility for complying with the existing IDP.

Failure to provide the required advance notice of a transfer or to obtain the approval of the City renders the IDP void as of the date of facility transfer.

Section 16.347: IDP REISSUANCE

A User with an expiring IDP shall apply for reissuance of the IDP by submitting a complete IDP application a minimum of sixty (60) days prior to the expiration of the User's existing IDP. An expired IDP will continue to be effective and enforceable until the IDP is reissued if:

A. The Industrial User has submitted a complete IDP application at least sixty (60) days prior to the expiration date of the User's existing permit; and

B. The failure to reissue the IDP, prior to expiration of the previous IDP, is not due to any act or failure to act on the part of the Industrial User.

Section 16.348-16.350: RESERVED

DIVISION 6—REPORTING REQUIREMENTS

Section 16.351: BASELINE MONITORING REPORTS

A. Within either one hundred eighty (180) days subsequent to the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a) (4), whichever is later, existing categorical users currently discharging to, or scheduled to discharge to the POTW, shall submit to the City a report that contains the information listed in paragraph (B), below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the City a report that contains the information listed in paragraph (B), below. If necessary, a New Source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A New Source also shall provide estimates of its anticipated flow and quantity of pollutants to be discharged.

B. Users described above shall submit the information set forth below:

1. Identifying Information. The name and address of the facility, including the name of the operator and owner.

2. Environmental Permits. A list of any environmental permits held by or for the facility.

3. Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) conducted by such User. This description should include a schematic process diagram that indicates points of discharge to the POTW from the regulated processes. Standard industrial classification shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

4. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gpd, to the POTW from regulated process streams and other streams, as necessary to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).

5. Measurement of Pollutants.

   a. The Categorical Pretreatment Standards applicable to each regulated process.

   b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the

Director, of regulated pollutants in the discharge from each regulated process. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 16.360 of this Ordinance. In cases where the Categorical Pretreatment Standard requires compliance with a Best Management Practice or Pollution Prevention alternative, the User shall submit documentation as required by the City or the applicable Categorical Pretreatment Standards to determine compliance with the Standard.

c. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this Section.

d. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the City;

e. Sampling shall be performed in accordance with procedures set out in this Ordinance.

f. The City may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

g. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

6. Certification. A statement, reviewed by the User's authorized representative and certified by a qualified professional, indicating whether the applicable Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment systems are required to attain consistent compliance with the Pretreatment Standards and requirements.

7. Compliance Schedule. If additional pretreatment and/or O&M is required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable

Pretreatment Standard. A compliance schedule pursuant to this section shall meet the requirements set out in this Ordinance.

8. Signature and Certification. All baseline monitoring reports shall be signed and certified in accordance with this Ordinance.

Section 16.352: COMPLIANCE SCHEDULES/PROGRESS REPORTS

The following conditions shall apply to the compliance schedules required by this Ordinance:

A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, retaining an engineer, completing preliminary and final design plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

B. No increment referred to above shall exceed nine (9) months;

C. The User shall submit a progress report to the City no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the action being taken by the User to return to the established schedule; and

D. In no event shall more than nine (9) months elapse between such progress reports to the City.

Section 16.353: REPORTS ON COMPLIANCE WITH CATEGORICAL PRETREATMENT DEADLINE

Within ninety (90) days, following the date for final compliance with applicable Categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and requirements shall submit to the City a report containing the information described in Section 16.351 (B) (1-5) of this Ordinance. For users subject to equivalent mass or concentration limitations established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the User's long-term production rate. For all other users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports shall be signed and certified in accordance with this Ordinance.

Section 16.354: PERIODIC COMPLIANCE REPORTS

A. All users holding IDPs shall, at a frequency determined by the City but in no case less than twice per year for Class 1 users (annually for Class 2 users), submit a report as specified on their IDP. This report shall include the results of the analysis of wastewater samples indicating the nature and concentration of pollutants in their wastewater that are limited by this Ordinance, and the measured or estimated average and maximum daily flows for the reporting period. In cases where compliance with a Best Management Practice or Pollution Prevention alternative is required, the User shall submit documentation as required by the City or the applicable Standards to determine compliance status of the User. All periodic compliance reports shall be signed and certified in accordance with this Ordinance.

B. All wastewater samples shall be representative of the User's typical discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean and orderly, and maintained in good working order at all times. The failure of a User to maintain its monitoring facility in satisfactory working condition shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

C. If a User subject to the reporting requirement in this Ordinance monitors any pollutant more frequently than required by the City, using the procedures prescribed in Sections 16.360 and 16.361 of this Ordinance, the results of this monitoring shall be included in the report.

Section 16.355: REPORTS OF CHANGED CONDITIONS

Each User shall notify the City of any planned significant changes to the User's operations or system that might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change.

A. The City may require the User to submit such information the City deems necessary to evaluate the changed condition, including the submittal of an IDP application.

B. The City may issue an IDP or modify an existing IDP in response to changed conditions or anticipated changed conditions.

C. For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.

Section 16.356: REPORTS OF SLUGS OR POTENTIALLY ADVERSE DISCHARGES

A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a Slug, that may adversely impact the POTW, the User shall immediately telephone and notify the POTW of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions conducted by the User.

B. Within five (5) days following such discharge, the User shall, unless waived by the City, submit a detailed written report describing the cause(s) of the discharge and the measures to be initiated by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability that may be imposed pursuant to this Ordinance. This report shall be signed and certified in accordance with this Ordinance.

C. A notice shall be permanently posted on the User's bulletin board or other prominent location advising employees who to call in the event of a discharge described in paragraph (A) of this section. Employers shall ensure that all employees who could cause such a discharge to occur are advised of the emergency notification procedure.

D. The permittee shall notify the City of any changes at its facility that may affect the potential for a Slug Discharge. The City may require the permittee to develop or modify a Slug Control Plan or take other actions to control Slug Discharges.

Section 16.357: REPORTS FROM UNPERMITTED USERS

A. The City may require users not otherwise required to obtain an IDP to perform monitoring of their discharges including the installation, use and maintenance of monitoring equipment, keeping of records and reporting the results of such monitoring to the City. Such records shall be made available upon request by the City to other agencies having jurisdiction over discharges to the receiving waters.

Section 16.358: NOTICE OF VIOLATION / REPEAT SAMPLING AND REPORTING

In the event that effluent monitoring indicates a violation (i.e., exceedance of a limit), the presence of a previously unreported pollutant, the User shall notify the City within twenty-four (24) hours of becoming aware of the exceedance. For violations (and unreported pollutants exceedances at the discretion of the City), the User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within thirty (30) days subsequent to becoming aware of the violation. The User is not required to resample if the City monitors that pollutant at the User's facility at least once a month, or if the City samples for that pollutant between the User's initial sampling and when the User receives the results of this sampling.

Section 16.359: NOTICE OF DISCHARGE OF HAZARDOUS WASTE

Any discharge into the POTW of a substance that, if otherwise disposed would be a hazardous waste under 40 CFR Part 261 or are hazardous wastes as defined in the NHDES Hazardous Waste Rules, is prohibited unless permitted by applicable State of New Hampshire and Federal permits and the City.

In the event that a Connector becomes aware of a discharge of hazardous waste, the notification requirements of Section 16.356 items A and B will apply.

Section 16.360: ANALYTICAL REQUIREMENTS

All pollutant analyses, including sampling techniques, to be submitted as part of an IDP application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses shall be performed in accordance with procedures approved by EPA.

A laboratory that is currently certified by the State of New Hampshire to perform the requested tests shall perform all analyses. Complete copies of analytical laboratory reports, including all relevant quality control data, shall be submitted as part of each IDP application or report. If, for whatever reason, any part of a laboratory report is deleted, augmented, or otherwise changed following its original issuance by the laboratory, then any IDP application or report making use of that laboratory data shall clearly and completely identify the original report content and the nature of the change that was made.

Section 16.361: SAMPLE COLLECTION

Samples collected to satisfy reporting requirements shall be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

A. Except as indicated in paragraph (B), below, the User shall collect wastewater samples using twenty-four-hour flow-proportional composite collection techniques. In the event flow-proportional sampling is not feasible, the City may authorize the use of time-proportional sampling or a minimum of four (4) Grab Samples where the User demonstrates that this will provide a representative sample of the effluent being discharged. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and Grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by [the City], as appropriate. In addition, Grab Samples may be required to demonstrate compliance with Instantaneous Limits. A single Grab Sample may also be used in place of a composite sample with approval of the City when:

    1. The effluent is not discharged on a continuous basis (i.e., batch discharges of short duration), and only when the batch exhibits homogeneous characteristics (i.e., completely mixed) and the pollutant can be safely assumed to be uniformly dispersed;

    2. Sampling is at a facility where the City determines that a statistical relationship can be established between previous Grab Samples and composite data; and

3. The waste conditions are relatively constant (i.e., are completely mixed and homogeneous) over the period of the discharge.

B. Samples for oil and Grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds shall be obtained using grab collection techniques in accordance with 40 CFR Part 136.

C. For sampling required in support of baseline monitoring and 90-day compliance reports required in Section[s] 16.351 and 16.353 [40 CFR 403.12(b) and (d)], a minimum of four (4) Grab Samples shall be used for pH, cyanide, total phenols, oil and Grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the City may authorize a lower minimum. For the reports required by Section 16.354 [40 CFR 403.12(e) and 403.12(h)], the Industrial User is required to collect the number of Grab Samples necessary to assess and assure compliance with applicable Pretreatment Standards and requirements.

D. Samples shall only be collected by individuals who are properly qualified, through verifiable training and experience, to perform the type of sampling required. The integrity of all samples shall be ensured by following established chain-of-custody practices for evidentiary samples. Sampling and chain-of-custody records shall be maintained in accordance with the IDP. Copies of chain-of-custody records shall be submitted as part of each IDP application or report.

Section 16.362: TIMING

Written reports will be deemed to have been submitted on the date postmarked. For reports that are not mailed, the date of receipt of the report by the person designated in the Industrial Discharge Permit shall govern.

Section 16.363: RECORDKEEPING

Users subject to the reporting requirements of this Ordinance shall create, retain, and make available for inspection and copying, records of all information obtained pursuant to any monitoring activities, including documentation associated with Best Management Practices, required by this Ordinance or IDP and any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements. Records shall include the date, exact location, method, and time of sampling, and the name of the person(s) obtaining the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least five (5) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the City. The City may require records be submitted upon written request to local or State officials.

Section 16.364-16.370: RESERVED

DIVISION 7—POWERS AND AUTHORITIES OF INSPECTORS

Section 16.371: RIGHT OF ENTRY: INSPECTION AND SAMPLING

All Connectors discharging to the POTW shall allow unrestricted access by City, State and EPA personnel and their duly authorized agents ("Inspectors") for the purpose of determining whether the Connector is complying with all requirements of this Ordinance, and any IDP or order issued hereunder. Inspectors bearing proper identification shall have access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

A. Where a Connector has security measures in force that require proper identification and clearance before entry into its premises, the Connector shall make and maintain all necessary arrangements so that, upon presentation of suitable identification, the Inspectors will be permitted to enter without delay for the purposes of performing specific responsibilities.

B. The Inspectors shall have the right to set up on the Connector's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the Connector's operations.

C. The Inspectors may require the Connector to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the Connector at its own expense. All devices used to measure wastewater flow and quality shall be calibrated in accordance with the manufacturer's recommendations (but at least annually) to ensure their accuracy. Calibration records shall be maintained.

D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the Connector at the written or verbal request of the Inspectors and shall not be replaced. The costs of clearing such access shall be borne by the Connector.

E. Unreasonable delays in allowing the Inspectors access to the Connector's premises, sampling or inspection sites, or pretreatment records shall be a violation of this Ordinance.

F. Inspectors are authorized to obtain information concerning all industrial processes that have a bearing on the kind or source of discharge to the POTW.

G. Inspectors shall observe all safety rules applicable to the premises established by the Connector.

H. Inspectors shall be permitted to enter all private properties through which the City or State holds an easement for the purposes of, but not limited to, inspection, observation,

measurement, sampling, repair, and maintenance of any portion of the POTW lying within the described easement. All entry and subsequent work, if any, within the easement, shall be done in accordance with the terms of the easement.

Section 16.372: ADMINISTRATIVE INSPECTION WARRANT

The City shall have all rights available to it under State law including without limitation under RSA 595-B, to apply for any administrative inspection warrant or like legal authority to enter any building. structure, or property, or any part thereof, for purposes of enforcing this Ordinance.

Section 16.373-16.375: RESERVED

DIVISION 8—CONFIDENTIAL INFORMATION

Section 16.376: CONFIDENTIAL INFORMATION

Information and data about a Connector obtained from reports, surveys, IDP Applications, IDPs, monitoring programs, and from the City's inspection and sampling activities, shall be public records. User may, at the time of collection or submittal of information or data, request that such information or data be designated as confidential and the reason for such designation (for example that the documentation reveals proprietary methods of production entitled to protection as a trade secret under State law). That stated, in the event of any public record request, the City shall apply the current law under RSA 91-A or its equivalent relative to the determination as to whether the document or data is or is not subject to disclosure. Further, all information and data, regardless of designation shall be made available immediately upon request to governmental agencies for uses related to this Ordinance, the NPDES program or pretreatment program, and in enforcement proceedings. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information.

Section 16.377-16.380: RESERVED

DIVISION 9—PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

Section 16.381: ANNUAL PUBLICATION

The City will publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of the users that, during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs (C), (D) or (H) of this Section) and shall mean:

A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter

taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Division 2;

B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Division 2 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and Grease, and 1.2 for all other pollutants except pH);

C. Any other violation of a Pretreatment Standard or Requirement as defined by Division 2 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

D. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a discharge;

E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

F. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

G. Failure to accurately report noncompliance; or

H. Any other violation(s), which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the Industrial Pretreatment Program.

Section 16.382: RESERVED

DIVISION 10—ADMINISTRATIVE ENFORCEMENT REMEDIES

Section 16.383: NOTIFICATION OF VIOLATION

When the City determines that a person or Connector has violated, or continues to violate, any provision of this Ordinance, an IDP, or order issued hereunder, or any other Pretreatment Standard or requirement, the City may serve upon that person or Connector a written Notice of Violation. A response to the Notice of Violation is required within the time specified in the violation notice. A Notice of Violation may require an explanation of the violation and a plan for the satisfactory correction and prevention of a future violation. Submittal of this plan in no way relieves the Connector of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Ordinance shall limit the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

Section 16.384: COMPLIANCE SCHEDULE DEVELOPMENT

The City may require any Connector that has violated, or continues to violate, any provision of this Ordinance, an IDP or order issued hereunder, or any other Pretreatment Standard or requirement, to develop a compliance schedule as described in this Ordinance.

Section 16.385: POLLUTION PREVENTION PLAN DEVELOPMENT

The City may require any Connector that has violated or continues to violate any provision of this Ordinance, an IDP, or order issued hereunder, or any other Pretreatment Standard or requirement, to develop a Pollution Prevention plan in accordance with this Ordinance.

Section 16.386: ADMINISTRATIVE ORDERS

The City may issue any form of administrative order to implement and enforce the requirements of this Ordinance. Such administrative orders may take the form of any of the following types:

Compliance Order. This form of administrative order directs the person or Connector to achieve or restore compliance by a date specified in the order. This administrative order is not negotiated with the person or Connector.

Cease-and-Desist Order. This form of administrative order demands the immediate cessation of unauthorized discharges or unlawful conduct.

Show Cause Order. This form of administrative order directs the person or Connector to appear before the City, explain its noncompliance and show cause why enforcement action against the Connector should not be taken. Notice shall be served on the person or Connector specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and request that the Connector show cause why enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail at least ten (10) days prior to the meeting. Such notice may be served on any Authorized Representative of the Connector.

Consent/Negotiated Order. This form of administrative order reflects the negotiation of a resolution to bring the Connector into compliance. Such orders typically include specific action to be taken by the Connector correct the noncompliance within a time period specified by the order.

Section 16.387: TERMINATION OF CONNECTION AND REVOCATION

The City may terminate the connection of any Connector or revoke any IDP or other permit, permission or approval for connection, for good cause, including but not limited to the following:

A. Violating any condition of any IDP, permit or other permission to connect;

B. Failing to accurately report the wastewater constituents and characteristics of its discharge;

C. Failing to report significant changes in operations or wastewater constituents and characteristics;

D. Misrepresenting or failing to fully disclose all relevant facts in any application or report;

E. Refusing to allow Inspectors timely access to the Connector's premises and records;

F. Falsifying any self-monitoring reports or certification statements;

G. Tampering with monitoring equipment;

H. Failing to pay any fines, penalties, costs, fees or sewer charges;

I. Failing to comply with any administrative order or meet any compliance schedule;

J. Failing to complete a wastewater survey if requested to do so;

K. Failing to provide advance notice of the transfer of a permitted facility;

L. Discharging wastewater that presents an imminent hazard to the public health, safety or welfare, or to the local environment;

M. Violating any Pretreatment Standard

N. Violating any other requirement of this Ordinance or any applicable State or Federal law; or

O. Other good cause.

Section 16.388: EMERGENCY SUSPENSIONS

The City may immediately suspend a Connector's or Industrial User's discharge subsequent to informal notice to the Connector, whenever such suspension is necessary to terminate an actual or threatened discharge that reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of City personnel or the public, or an imminent or substantial damage the POTW or the environment.

A. Any Connector notified of a suspension of its discharge shall immediately terminate or eliminate its wastewater discharge. In the event of a Connector's failure to immediately comply voluntarily with the suspension order, the City may implement such steps as deemed necessary, including immediate severance of the sewer connection and entry on private property to halt such discharge.

B. The City may require such documentation, sampling and other action as it deems necessary from any Connector whose service has been suspended to evaluate when and if reconnection and wastewater discharges may resume.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

Section 16.389: RECOVERY OF EXPENSES

Any person or Connector violating any of the provisions of this Ordinance shall be liable to the City for any expense, loss, or damage incurred by reason of such violation, including without limitation any sampling or testing costs, any labor and material costs to prevent or repair damage to the POTW and any expenses associated with disconnection and reconnection of any service. The City may refuse to permit the restoration of any connection or of any new connection to the property until all costs, expenses, loss or damage is paid in full.

Section 16.390 - 16.395: RESERVED

DIVISION 11—JUDICIAL ENFORCEMENT REMEDIES

Section 16.396: INJUNCTIVE RELIEF

When the City determines that any person or Connector has violated, or continues to violate, any provision of this Ordinance, an IDP, or order issued pursuant to this Ordinance, or any other Pretreatment Standard or requirement, the City may petition any court with jurisdiction for any form of injunctive relief as may be appropriate to effectuate enforcement and implement the purposes of this Ordinance. Legal action for injunctive relief shall not be a bar against, or a prerequisite for, implementing any other action against a person or Connector.

Section 16.397: CIVIL PENALTIES

A. Any person or Connector who has violated, or continues to violate, any provision of this Ordinance, an IDP, or order issued hereunder, or any other Pretreatment Standard or requirement shall be liable to the City for a maximum civil penalty of up to $10,000 per violation, per day, plus actual damages incurred by the POTW or such greater amount as may be allowed by State law. Penalties shall accrue for each day during the period of the violation.

B. The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

C. In determining the amount of civil liability, the Court shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the Connector's violation, corrective actions implemented by the Connector, the compliance history of the Connector, and any other factor as justice requires.

D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, implementing any other action against a person or Connector.

Section 16.398: CRIMINAL PROSECUTION

The City shall have all criminal penalties available under State law including without limitation for the unlawful Interference and destruction of POTW infrastructure, false swearing of any reports or records submitted to the City and unsworn false statements of any kind upon which the City may rely in carrying out this Ordinance.

Section 16.399: REMEDIES NONEXCLUSIVE

The remedies provided for in this Ordinance are not exclusive. The City may take any, all, or any combination of these actions against a noncompliant person or Connector.

Section 16.400: RESERVED

DIVISION 12—AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

Section 16.401: UPSET

A. For the purposes of this section, “upset” means an exceptional incident in which there is unintentional and temporary noncompliance with Pretreatment Standards due to factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

B. An upset shall constitute an affirmative defense to an action brought for noncompliance with Pretreatment Standards if the requirements of paragraph (C), below, are met.

C. A User who intends to establish the affirmative defense of Upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

1. An upset occurred and the User can identify the cause(s) of the upset;

2. At the time of the upset, the facility was being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

3. The User has submitted the following information to the City within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submittal shall be provided within five (5) days):

   a. A description of the discharge and cause of noncompliance;

   b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

   c. Action being implemented and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

D. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.

E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with Pretreatment Standards.

F. A User shall control production of all discharges to the extent necessary to maintain compliance with Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Section 16.402: PROHIBITED DISCHARGE STANDARDS

A User shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in paragraph 16.314(A) of this Ordinance or the specific prohibitions in paragraph 16.314 (B) of this Ordinance if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either:

A. A local limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or

B. No local limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable biosolids use or disposal requirements.

Section 16.403: BYPASS

A. For the purposes of this section,

1. "Bypass" means the intentional diversion of waste streams from any portion of a User's treatment facility.

2. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

B. A User may allow any bypass to occur that does not cause Pretreatment Standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this section.

C. Notifications for bypass events:

1. If a User is aware in advance of the need for a bypass, the User shall submit prior notice to the City, at least ten (10) days before the date of the bypass, if possible.

2. A User shall submit oral notice to the City of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time the User becomes aware of the bypass. A written submittal shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submittal shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps implemented or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The City may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

D. Bypass is prohibited, and the City may initiate enforcement action against a User for a bypass, unless

1. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance; and

3. The User submitted notices as required under paragraph (C) of this section.

E. The City may approve an anticipated bypass, subsequent to considering its adverse effects, if the City determines that it will satisfy the three conditions listed in paragraph (D) of this section.

Section 16.404 – 16.405: RESERVED

DIVISION 13—SEPTAGE DISPOSAL

Section 16.406: SEPTIC TANK WASTE (SEPTAGE)

The POTW may designate a receiving structure for the acceptance of Septage and establish procedures for its receipt. If the POTW accepts Septage the following shall apply:

A. The City shall have authority to refuse or limit the disposal of any hauled waste for any reason including but not limited to potential Interference with the operation of the POTW and potential violation the National Pollutant Discharge Elimination System (NPDES) permit.

B. Any Hauler seeking to dispose of Septage shall maintain and provide to the City any permit required by NH RSA 485-A. Upon renewal or revocation of such a permit, the Hauler shall be responsible for notification of such renewal or revocation to the City.

C. Haulers shall provide all information requested by the City.

D. The City may require Hauler to provide a waste analysis of any load prior to discharge.

E. The City may collect samples of each hauled load.

The discharge of Industrial Wastes as "industrial Septage" is prohibited.

Section 16.407: RESERVED

DIVISION 14—SEWER USE RATES AND FEES

Section 16.408: RATES AND FEES

Rates for sewer usage, the Capacity Use Multiplier, and fees for all permits, sampling, monitoring, testing and other activities arising from the requirements of this Ordinance shall be governed by City Ordinance Chapter 1 Article XVI. Without limitation, fees may be assessed for:

A. Applications, permits and connections required by this ordinance including Sewer Connection, Irrigation Meters, Drain Layer Permits, Fats, Oils, and Grease Program Permitting (Grease Interceptors/Grease Traps), Septage Disposal and the Industrial Pretreatment Program;
B. Inspections, monitoring, testing and analysis that may be required to ensure compliance

with this Ordinance; and

C. Reviewing and responding to late filings, accidental discharges and other administrative costs due to non-compliance.

Sewer user charges shall be based upon water use whenever possible. No allowance shall be made for watering lawns or watering gardens, except for users who have installed at their cost an irrigation system as may be allowed under section 16.409 and a second water meter, meeting City specifications intended to measure water use which is reasonably calculated not to be discharged into the sewer system. Where such second meters have been installed, a separate account will be established and no sewer charges will be applied to this usage. A monthly service fee shall be charged for each irrigation meter in addition to the consumption charge, said fee to be determined by the City Council during its annual budget process.

Section 16.409: IRRIGATION METERS

Users of the City of Portsmouth's water system may request a permit for the installation of an irrigation system and irrigation meter. An application shall be completed and submitted to the Water Department for the installation of an irrigation system and irrigation meter prior to the issuance of an irrigation permit. The Water Department may deny the issuance of a permit for an irrigation system or irrigation meter when the existing water main does not provide sufficient water volume/pressure to support the demands of an irrigation system without causing unacceptably low water pressure for other customers on the same water main.

Irrigation service lines and meters shall be installed not more than four feet from the prime meter and shall be installed parallel to the prime meter. Sewer charges shall not apply to water amounts measured by irrigation meters. Shut off valves are required ahead and behind the irrigation meter and shall be within one foot of the meter. A back flow preventer (approved by the City) to protect against contamination of the water system shall be installed behind the irrigation meter.

Only a landscape irrigation system designed and installed by an Environmental Protection Agency WaterSense Certified Irrigator in accordance with the criteria set forth in this section shall be deemed to be in compliance with subparagraph (a) of this section. The Certified Irrigator shall certify in writing to the Water Division that the landscape irrigation system has been designed and installed in accordance with subparagraph (a) of this section. This certification shall be provided to the Water Division at the time of requesting final inspection of the system.

A. Automatic irrigation systems shall:

1. Be maintained in compliance with the provisions of this section;
2. Be rendered inoperative by or at the direction of the irrigation system owner or operator pending repairs if damaged in a manner that results in leakage or excessive discharge of water from broken components;
3. Include rain sensors to be installed and maintained on all irrigation systems equipped with automatic irrigation controllers and set to render the irrigation system inoperative at ¼ inch of moisture or more;

4. Include freeze sensors to be installed and maintained on all irrigation systems equipped with automatic irrigation controllers, which will render the system inoperative at 35 degrees Fahrenheit or higher lower;
5. Be designed so that spray or rotary heads are at least four (4) inches inside from any curbing, sidewalk, fencing, or building;
6. Be designed so that heads spray only towards pervious surface or landscaped area;
7. Be designed to include a zonal irrigation system; and
8. Be designed to include a master valve.

B. Operation of irrigation systems or devices:

From April 1 to September 30, landscape irrigation utilizing water, in whole or in part, obtained from the City water system, is prohibited except during the times between 6:00 p.m. and 10:00 a.m. The City Manager, or designee, may further restrict landscape irrigation to specified days of the week or otherwise restrict the irrigation schedule as circumstances dictate.

Section 16.410: BILLING AND OTHER METERS

A. If records of metered water use are not available or do not reasonably reflect the quantity of waste discharged into the POTW, the sewer user charge shall be based upon estimated water use or on actual measurement of the volume of waste discharged into the sewer system. Sewer surcharges shall be levied upon users whose waste characteristics are found to be above normal strength.

B. Owners of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes situated within the City who are required to be connected to the public sewer pursuant to this Ordinance, and not connected into a public sewer, shall pay sewer user charges as if connected to a public sewer.

C. In the event that the owner or owners of a business which is commercial or industrial can clearly define and separate a portion of the potable water entering the business establishment which is totally consumed in process, the owner or owners may, at their own expense, install and maintain an A.W.W.A. approved water meter in the line supplying the portion of the water consumed in process. This meter shall be considered to be a deduct meter; the volume of water flowing through the deduct meter shall be subtracted from the volume measured by the primary water metering device located on the premises for the purpose of computing the sewer fee charge.

Section 16.411-12: RESERVED

DIVISION 15—MISCELLANEOUS

Section 16.413: VALIDITY

The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts.

Section 16.414: LIMITS OF LIABILITY

Neither the issuance of a permit nor the acceptance of any sewer construction by any City official or employee shall be construed as acceptance of any liability by the City or any of its employees for claims which may arise due to errors, oversights, inferior material, poor workmanship, or damages incurred in connection with construction of any Building Sewer or private Sewage disposal systems as may be required in this Ordinance.

Section 16.415: INTERPRETATION

The provisions of this Ordinance with respect to the meaning of technical terms and phrases, the classification of different types of sewers, the regulations with respect to installing or constructing connections to sewers or drains, and other technical matters shall be interpreted and administered by the Director.

Section 16.416: APPEALS

Any person or Connector aggrieved by a decision or action of the Director under this Ordinance, may appeal that decision within thirty (30) calendar days to the City Manager by submitting a request in writing to the City Manager's office setting forth the decision or action which is being appealed and a summary of the grounds for appeal. The City Manager may make such inquiries and enlist the opinions of the aggrieved person, City staff, in-house or outside legal counsel, third-party wastewater engineers or any other person deemed helpful to the consideration of the appeal. A written decision will be issued within sixty (60) days of the appeal unless extended by mutual agreement.

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

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

This ordinance shall take effect 90 days after its passage.

APPROVED:

_____
Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

_____
Sally Kellar, City Clerk

APPENDICES

Appendix I – Maximum Allowable Industrial Mass Loading Limitations / Local Limits

CITY OF PORTSMOUTH

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

Karen S. Conard
City Manager

Date: November 12, 2026

To: Honorable Mayor McEachern and City Council Members

From: Karen S. Conard, City Manager KSC

Re: City Manager's Comments on City Council Agenda of November 16, 2026

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8. Recognitions and Volunteer Committee Reports;

C. **Public Art Review Committee (PARC) - Percent for Art Commission for Hanover Garage:**

Enclosed please find a memorandum from the Public Art Review Committee requesting the City Council accept the recommendation of PARC (Public Art Review Committee) and vote to authorize the City Manager to enter into a contract for $60,000 with Badway Creative of Rye, NH to design, prepare, and install its proposed public artworks on the exterior and interior of the Hanover garage.

I recommend that the City Council accept the recommendation of the Public Art Review Committee and vote to authorize the City Manager to enter into a contract for $60,000 with Sam Malpass, a.k.a. Badway Creative of Rye, NH to design, prepare, and install its proposed public artworks on the exterior and interior of the High Hanover Garage; and

Move to further authorize and direct the Trustees of Trust Funds to disburse sums from the City of Portsmouth Public Art Trust to Sam Malpass, a.k.a. Badway Creative of Rye as required under said contract (as the same may be amended from time to time) for artwork to be installed in the High Hanover Garage in Portsmouth. Said disbursements shall be made from the funds associated with the Public Art Trust Fund – Percent for Art – High Hanover Garage, but only to the extent of such funds. Said disbursements shall be made in amounts and upon dates as requested in writing by the City Manager containing a certification that the requested funds are then due under the contract. The City Manager is authorized to request multiple disbursements under the contract up to the amount held in the Trust associated with the Public Art Trust Fund – Percent for Art – High Hanover Garage Account, without further vote of the City Council.

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

A. **Public Hearing on the Discontinuance of a Portion of Cornwall Street:**

Enclosed please find a memorandum from the Planning Board regarding Cornwall Street.

I recommend that the City Council move to discontinue a portion of Cornwall Street as presented subject to the recording of a utility easement over the existing sewer line in a form acceptable to the City Attorney, and the recordation of a voluntary lot merger to align the boundaries with the City Tax Map.

B. **First Reading of Amendment to the Sewer Use Ordinance, to Delete Chapter 11, Article II and Replace it with Chapter 16, Article III:**

Enclosed for first reading is a comprehensive update to the City's Sewer Use Ordinance (SUO). This ordinance update is required by the City's federally issued wastewater discharge permits for the Peirce Island and Pease Wastewater Treatment Facilities and includes federally required language to regulate industrial dischargers.

By way of background, the City of Portsmouth Sewer Division has long regulated industrial users through local ordinance following guidance issued by the N.H. Department of Environmental Services (NH DES) and the U.S. Environmental Protection Agency (EPA). In 2023, EPA issued final National Pollutant Discharge Elimination System (NPDES) permits for the City's two wastewater treatment facilities. The permits require the City to transition from its local program to federally approved Industrial Pretreatment Programs (IPP) for each facility.

The City submitted draft IPP program documents to EPA and NH DES which included a draft of the SUO. The agencies have approved the IPP program and the draft SUO. The SUO was developed based on EPA guidance and templates to codify dischargers' requirements and establish the City's legal authority to administer all IPP program components.

Staff has been communicating and coordinating with the City's currently permitted industrial dischargers, reviewing their existing permit requirements, and highlighting what will be different in their next permits. Approximately 90–120 days after adoption of the SUO, staff anticipates issuing the new generation of permits, as well as revised permits for insignificant dischargers by volume of high-strength wastewater, namely the City's three microbreweries.

Legal and Public Works Department staff will provide a detailed presentation at the second reading and public hearing for this SUO update.

I recommend that the City Council move to pass first reading of the comprehensive update to the Sewer Use Ordinance, deleting the existing Chapter 11, Article II in its entirety and replacing it with a new Article III in Chapter 16, and schedule a public hearing and second reading on December 7, 2026, City Council meeting.

11. City Manager's Items Which Require Action:

A. **Request for Release of $2,000 from the Lower State Street Pocket Park Trust for Art:**

Enclosed please find a memorandum from Assistant City Manager for Economic & Community Development Sean Clancy regarding a request to release $2,000 from the Lower State Street Pocket Park (LSSPP) Trust to pay for the design of a new piece of art representing a bust of Jay Smith, who gave the Park to the City as a gift.

I recommend that the City Council move to approve the release of $2,000 from the Lower State Street Pocket Park Trust to pay for the design of a new bust (Jay Smith) by artist Carl Aichele.

B. **Sage Lane Right of Way Acceptance:**

On October 21, 2021, the Planning Board granted a conditional use permit and site plan approval for an open space, planned use development at 83 Peverly Hill Road. Pursuant to these approvals, the developer, Parson Woods Investments, LLC, constructed 56 single-family condominiums with associated site improvements along a right of way known as Sage Lane, located off Peverly Hill Road.

In June 2022, the City Council accepted several easements at this location, allowing the project to proceed. The Planning Board and City staff did not, at that time, recommend acceptance of the right of way itself, instead deferring acceptance until the roadway was constructed to City specifications.

Sage Lane has now been constructed, and both the City's third-party engineer and the Department of Public Works confirm that the roadway meets City specifications. At the time of approval, the Planning Board recommended that the right of way be accompanied by easements for roadway maintenance and future utilities; those easements are included in the enclosed draft deed. During construction, it became necessary for certain drainage infrastructure to cross Sage Lane, connecting the drainage systems of several homes to the drainage infrastructure within the Sage Lane loop. City staff therefore recommend that the City convey licenses to the condominium association for these drain lines. The right of way and the license areas are shown on the enclosed drawings.

Accordingly, the Legal, Planning & Sustainability, and Public Works Departments all recommend that the City Council accept Sage Lane as a City street. The Department of Public Works recommends that the acceptance be effective December 1, 2026, to ensure a smooth transition of services.

I recommend that the City Council move to authorize the City Manager to accept and record from the Parson Woods Condominium Association a right-of-way deed, including easements for roadway maintenance and future utilities for Sage Lane, and to convey to the Association licenses for the drainage infrastructure crossing Sage Lane, all in substantially the same form

as the instruments contained in the agenda packet, with the acceptance to be effective December 1, 2026.

C. **Landscape and Pole Licenses with 361 Hanover Steam Factory, LLC:**

On October 26, 2026, the City Council considered the Planning Board's recommendation regarding a landscape license and a pole license for 361 Hanover Street. Upon consideration, the City Council voted to schedule a Work Session with a Public Hearing at the November 16, 2026, City Council meeting.

The Work Session presentation will include information provided by City staff and the property owner. The following are provided as exhibits to this memorandum for additional context:

(1) Utility Plan for 361 Hanover Street;
(2) Landscape Drawing depicting the proposed 7,761 square feet of City property that the property owner requests for landscaping, delineating the area requested to be designated for private use only; and
(3) Landscape Plan depicting the proposed landscaping improvements on City property.

Eversource has provided the following responses to questions raised by members of the City Council:

- Q: Is there a public benefit to residents other than the development at 361 Hanover?
  A: This transformer location could be used to power other customers in the immediate area.

- Q: Can the transformer be moved to be less impactful visually?
  A: If there is another location that keeps the distance to the customers to a minimum and can still power them, then yes, Eversource would entertain a new location.

- Q: Can the transformer be located on the developer's property vs City property?
  A: Due to the current layout, Eversource could not find another suitable location.

- Q: What was the transformer size?
  A: Physical size would be like any other transformer we currently have. Basically, 7 feet wide by 6 feet tall and 6 feet deep.

- Q: Does the transformer make noise?
  A: The noise is typically only heard right next to the transformer.

- Q: Was the location requested by the developer or Eversource?
  A: Eversource suggested this location as we could not find another suitable location for this transformer.

At its October 15, 2026, meeting, the Planning Board voted unanimously to recommend that the City Council approve the landscape and pole licenses, subject to the recommendations in the Department of Public Works' memorandum dated October 7, 2026, and the two modifications described below.

1. Amend the second bullet under Item 1 to require the owner to "maintain the existing retaining wall during the license period and replace if necessary."
2. Add the following condition: "The City may request at any time, at the owner's expense, an analysis by a licensed professional engineer to assess the lifespan of the wall and the need for replacement."

Sample Motions options:

- *Move to authorize the City Manager to accept and record a landscape license and accept a pole license from 361 Hanover Steam Factory, LLC for 361 Hanover Street in a form acceptable to the City Attorney, subject to the recommendations in the Department of Public Works' October 7, 2026, memorandum, as modified by the vote of the Planning Board on October 15, 2026*; or
- *Move to deny the requests of 361 Hanover Steam Factory, LLC for a landscape license and a pole license.*

16. Approval of Grants/Donations:

A. **Internet Crimes Against Children (ICAC) Grant for the Police Department - $397,471:**

Enclosed please find a memorandum from Portsmouth Police Commission Chair Scherr and Chief of Police Newport requesting approval of a grant in the amount of $397,471 from the Office of Justice Programs for the NH Internet Crimes Against Children Task Force. This grant is aimed at funding their core investigative functions and support services.

I recommend that the City Council move to accept the FY26 Missing Children's Assistance Grant in the amount of $397,471 and its terms and conditions from the Office of Juvenile Justice Delinquency Prevention (OJJDP) Program/Internet Crimes Against Children (ICAC) Task Force.

B. **Donations to the Senior Activity Center Luncheon Fund from Karen Parnes - $500:**

Enclosed please find a Gift and Donation Submission Form from Karen Parnes in the amount of $500.

I recommend that the City Council move to accept with thanks the donation for the Senior Activity Center Luncheon Fund from Karen Parnes in the amount presented in the Gift and Donation Submission form.

C. **Point of Graves Cemetery Donations -$2,170:**

Enclosed please find Gift and Donation Submission Forms for the Point of Graves Cemetery Project from several individuals totaling $2,170.

I recommend that the City Council move to accept with thanks donations for the Point of Graves Cemetery Wall Replacement from Meriam Judy Nerbonne, Gary Patrick Nerbonne, Kelly R. Sanders, Kaelyn Runkel, Mara Witzling, Thomas Watson, Mary Beth Herbert, Leslie Miller, and Kat Smith, in the amounts as presented in the attached Gift and Donation Submission forms.

D. **Portsmouth Fire Department Donation from Paul Gormley and Kimi Iguchi - $1,000:**

Enclosed please find a Gift and Donation Submission Form from Paul Gormley and Kimi Iguchi for the Fire Department in the amount of $1,000.

I recommend that the City Council move to accept with thanks the donation to the Portsmouth Fire Department from Paul Gormley and Kimi Iguchi in the amount as presented in the attached Gift and Donation Submission form.

E. **Violence Against Women Act (VAWA) Grant - $25,025:**

The NH Department of Justice has awarded the City of Portsmouth funding for the CY27 VAWA Grant in the amount of $25,025.

This grant pays for expenses incurred and services rendered for direct victim services, including expenses for personnel. The grant is used to fund 40% of the Legal Department's Victim Witness Advocate's (VWA) position and requires a cash match contribution from the City. Pursuant to the award acceptance, $25,025 will be applied to the VWA salary.

The position is also supported by funding from the Victims of Crime Act (VOCA) grant which covers 60% of the VWA salary. The total VOCA award is $41,000. $38,500 is applied to the VWA salary while the remaining $2,500 is for the VWA to attend a national conference. Note that the VOCA award was accepted by the City Council on April 20, 2026. At this time, the grants combined cover all but $237.15 of the VWA's salary.

Since 1990, the City of Portsmouth has been awarded funding from these grants to employ a VWA who supports victims of and witnesses to crimes. The grant had previously fallen under the Police Department though the position moved to the city in 2023. This year, the grant falls under the City of Portsmouth Legal Department as designated by the NH Department of Justice. The Legal Department oversees the program, grant administration, and distribution of the grant funds.

I recommend that the City Council move to approve and accept the terms and conditions of the VAWA Grant award in the amount of $25,025 and authorize the City Manager to execute all necessary documents on behalf of the Council to accept the grant.

17. City Manager's Informational Items:

A. **Market Street and Russell Street Intersection Improvement Plan:**

The Market Street and Russell Street intersection improvement project has long been included in both the City's Capital Improvement Plan and the NHDOT Ten-Year Plan. Recently completed and ongoing development nearby is expected to significantly increase traffic at this key gateway to downtown in the coming years.

The project will proceed through four phases: Engineering Study, Preliminary Design, Final Design, and Construction. The City recently retained BETA Group, Inc. to commence the Engineering Study phase and identify the preferred intersection alternative. Options to be evaluated include a roundabout, a fully signalized intersection, and an all-way stop. The selected alternative will then advance to Preliminary Design.

The Engineering Study phase will begin with a public input meeting, giving community members an opportunity to share their desired project outcomes and raise concerns for consideration during the study. The meeting will be held on December 16, 2026, at 6:30 p.m. in the City Council Chambers at City Hall.

B. **Household Hazardous Waste Collection Event Summary:**

Enclosed please find a summary of statistics for the fall Household Hazardous Waste Collection Day event.

C. **Outdoor Dining End of Season Report:**

The Outdoor Dining Encumbrance Permit application process opened on March 10, 2026, at which time City staff began meeting weekly to review progress and address unique circumstances and issues. Fees for each permit were calculated according to the location of the outdoor dining area (street or sidewalk) and the total square footage used. Fees were assessed as follows: $5 per square foot of City sidewalk area ($750 minimum) and $5 per square foot of City parking spaces ($750 minimum).

The 2026 outdoor dining season ran from May 1, 2026, to October 12, 2026. During this time, the City granted 31 Outdoor Dining Encumbrance Permits and collected a total of $43,629 in fees. 4 permits were granted for businesses where fees were waived as the land is privately owned. Out of the 31 permits, 11 businesses used parking spaces for outdoor dining which resulted in a total of 24 parking spaces temporarily removed from the inventory (this includes the loss of 3 spaces due to the use/relocation of a loading zone).

In comparison, the 2025 season saw 30 total permits with $44,999 in total fees collected. Of the 30 permits, 9 businesses used parking spaces for outdoor dining which resulted in a total of 23 parking spaces temporarily removed from the inventory. Decreases in total fees from 2026 to 2025 are a result of City infrastructure upgrade projects that took place along Congress Street, Vaughan Mall and State Street. These projects caused a total of 4 establishments to start the outdoor dining season later than scheduled, resulting in a reduction of $2,726.

Please see the enclosed table for the 2025 and 2026 outdoor dining seasons to supplement this summary.

D. **Amended Resident Access Parking Pilot (RAPP) Program Policy:**

The Council amendments approved at the October 26, 2026, meeting designated 18 spaces on Parrott Avenue for registered residents with a 72-hour limit, added Sudbury Street to the RAPP Zone, and established a new $10 weekday Foundry Garage option for downtown business professionals who do not qualify for the Downtown Workforce Parking Program.

E. **Natural Burials Report Back:**

This memorandum serves as an initial update regarding the City's Council action of September 28, 2026, requesting that the City Manager dedicate staff time, or recommend and appropriation, to determine whether any city-owned land is suitable for natural burials and to recommend funding in the Capital Improvement Plan (CIP) for FY2028 to support that effort.

City staff has internally begun preliminary work to identify potential City-owned sites for natural burials for future City Council consideration. This has included informal consultation among staff regarding potential sites as well as review of the existing extensive list of inventoried municipal sites that were catalogued as part of the below-market affordable housing site identification effort. In addition, staff has begun a review of various parcels that are currently subject to conservation restrictions that might, if conservation restrictions could be lifted, be suitable for cemetery use and particularly natural burials.

The City next anticipates working with the non-profit organization Natural Burial New Hampshire (NBNH) to further evaluate and refine potential sites and gather a better understanding of the multiple steps that would be required to be taken to establish a natural burial site. An initial conversation between staff and NBNH President Lee Webster recently occurred and follow up meetings are anticipated. We expect that this collaboration will continue to advance the investigation into potential sites and processes.

To support work that may be necessary at a later stage of the process, staff has prepared an element sheet entitled Cemetery Site Evaluation and Feasibility Study to be included in the draft CIP for FY2028 for Planning Board and City Council consideration. It identifies funding needs for identification and evaluation of potential sites including both conventional and natural burial.

Further updates are anticipated in the new year.

F. **Upcoming Public Meeting for Fleet Street Construction:**

Re-construction of Fleet Street from Congress Street to Hanover Street will begin on December 7, 2026. To this end, the City has scheduled a public pre-construction meeting in Conference Room A on November 30, 2026, at 6:00 p.m. Similar to last year, the City intends to complete the utility work during the winter months and proceed directly into road and sidewalk

construction in the spring. Once the road construction has started, the road will become permanently one-way as was recently approved.

G. **Prescott Park Update:**

On September 28, 2026, the City Council voted to "request Report Back on the April motion for the City collaborate with Prescott Park Arts Festival to plan for and initiate improvements to the park infrastructure, including a covered stage and ancillary structures funded by the Festival, to support the long-term needs of the organization." This report updates the Council on the progress City staff has made in implementing that request, along with a broader update on Prescott Park.

Three specific projects currently have the potential to affect Prescott Park: (1) the request of the Prescott Park Arts Festival ("PPAF") to install a permanent stage within the Park; (2) Phase 1A of the Prescott Park Master Plan, which contemplates relocating and elevating three structures within the Park for future resiliency; and (3) the Mechanic Street Pump Station Project, which has the potential to impact a portion of Park property.

Prescott Park was devised to the City under the will of Josie Prescott and is held by the City in trust. As a result, the permissible uses of the Park are limited and prescribed by the terms of the will and the deed to the City, and the trust is subject to the oversight of the Charitable Trusts Unit ("CTU") of the New Hampshire Attorney General's Office.

These limits are not of the City's making; they are inherent in the gift itself and in State law governing charitable trusts, and they apply to every proposed change to the Park regardless of its source or merit.

For that reason, City staff has sought the CTU's review of each of these projects to help inform the Council's next steps. For the proposed stage and for Phase 1A, the question is whether these projects are consistent with the terms of the trust. As to the pump station, the CTU and City staff recognize that locating a pump station on Park property could raise issues under the terms of the trust, and the City is continuing to evaluate the project's design and footprint with that in mind. On the advice of the CTU, the City has engaged Attorney Thomas Donovan to serve as Guardian ad Litem representing the interests of the Prescott Park Trust regarding the pump station project.

City staff has been in frequent communication with the CTU on each project since May 2026, providing updates and additional information as requested. Most recently, Mary Ann Dempsey, General Counsel, and Jared Davis, Senior Assistant Attorney General, visited Prescott Park in person and met with Courtney Perkins, Executive Director of PPAF, and City staff to familiarize themselves with the layout of the Park and PPAF's operations firsthand.

City staff has stressed the time-sensitive nature of these requests and has asked the CTU to complete its review promptly. The CTU, for its part, is mindful that these matters concern property entrusted to the City and is working toward a thoughtful and lawful resolution. Staff understands that the CTU expects to address Phase 1A of the Master Plan first, followed by

the proposed permanent stage, and staff will continue to provide whatever information the CTU needs on both. The Mechanic Street Pump Station Project proceeds on a separate track as staff continues to gather information from outside consultants and the public.

Staff will continue to work closely with the CTU and will report back to the Council as this review proceeds.

In response to Councilor Bagley's questions: The Prescott Park Trust is a single trust. As of October 31, 2026, its balance was $8,344,327.59. The City does not contribute any funds from the General Fund into the Trust. Rather, the Trust contributes annually to the City to help support operation of the Park, in an amount calculated and approved by the Trustees at budget time. For FY 2027, that contribution is $222,400, based on a five-year rolling average of the Trust's performance.

H. **Mechanic Street Pump Station – Second Public Meeting:**

The Department of Public Works, in conjunction with consulting firms AECOM and Underwood Engineers, held a second public input meeting on Monday, November 9th, 2026, regarding the Mechanic Street Pump Station Replacement Project. This meeting is part of the public process intended to discuss the high-level concepts analyzed as part of the Feasibility Study Phase and the general direction of recommendations for the project with the community.

The meeting reviewed the proposed preferred pump station replacement option, detailed alternative options to move the pump station to Peirce Island, and addressed questions raised at the prior public meeting in September. The initial public information meeting identified that the City needed to better represent the design concepts of relocating pumping equipment to Peirce Island and with additional visual representations of the equipment and facilities needed for that option. This meeting focused heavily on the three alternatives that would enable the relocation of the pumping station to Peirce Island, and the costs and benefits of each option. These included:

- Open Cut Excavation
  - Likely to be extremely difficult to permit, to the point of unfeasibility
- Inverted Siphon-Directional Drilling
  - Technically unfeasible
- Inverted Siphon-Micro tunneling
  - Technically feasible, costly, and will not eliminate a building on Mechanic Street

Many good questions and valid concerns were raised by members of the public at this meeting. These include but are not limited to:

- The desire for a detailed cost and construction schedule comparison between the two proposed feasible options (building on Mechanic Street at Prescott Park parcel vs. relocation to Peirce Island via micro tunnel);

- Strong concerns with breaking the Prescott Park trust and what that process entails; and
- Strong concerns with business impacts during construction to area businesses.

City Staff plan to work with AECOM and Underwood to create more detailed cost estimates, possible construction schedules and further analyze placement alternatives. An additional public input meeting is anticipated for early 2027 to share the findings of this analysis. The recording of this meeting may be found on the City's YouTube Channel.

City of Portsmouth

Economic & Community Development

MEMORANDUM

TO: Karen S. Conard, City Manager

FROM: Sean Clancy, Assistant City Manager for Economic & Community Development

DATE: November 3, 2026

SUBJECT: Lower State Street Pocket Park Trust (Jay Smith Park)

Summary of Request

The Public Art Review Committee (PARC) previously recommended acceptance of a plan to revitalize this park as well as upgrade the amenity of a Sculpture (bust) in honor of Jay Smith who was a catalyst in purchasing the park and giving it to the City of Portsmouth as a gift.

This request is a continuation of effort that began with a Department of Public Works request for $26,000 to complete landscaping work. It was followed by a request from Terrence Parker (landscape architect) and Green Foundry (via the artist Carl Aichele) to cast the bust in the amount of $9500.

This last request is for funds to pay for the actual artist design work and will complete the park and artwork revitalization.

Previous City Council Approvals (for reference)

March 16, 2026

The City Council authorized expenditure of **up to $26,000 from the Lower State Street Pocket Park Trust** for maintenance and improvement work at the park. This authorization was subsequently approved by the Trustees of Trust Fund on March 18, 2026.

September 28, 2026

The City Council approved the release of **$9,500 from the Lower State Street Pocket Park Trust** for landscape consulting and coordination related to sculpture installation. This authorization was subsequently approved by the Trustees of Trust Fund on Friday October 16, 2026.

Chronological Index

Date	Body	Action
March 16, 2026	City Council	Authorized up to $26,000 from Lower State Street Pocket Park Trust for park improvements
March 18, 2026	Trustees of Trust Funds	Approved release of $26,000 from Lower State Street Park Trust
September 28, 2026	City Council	Approved release of $9,500 for landscape consulting and sculpture installation coordination
October 16, 2026	Trustees of Trust Funds	Approved $9,500 distribution for bust bronzing and landscaping
November 16, 2026	*City Council*	*Request to authorize $2000 from Lower State Street Pocket Park Trust for Jay Smith bust design*
December 2026	*Trustees of Trust Fund*	*Approval of $2000 distribution for bust artist*

PARC Review and Determination (historical reference)
March 28, 2026

Memorandum

To: Honorable Mayor and City Council

From: Public Art Review Committee (PARC)

Subject: Review of Plans for Jay Smith Park

PARC received a briefing from Terrence Parker about the plans for the rehabilitation of the pocket park on Lower State Street that was donated to the City by Jay Smith. Terrence noted the goal is to create a more visible space for the public to enjoy. PARC members are pleased that the park is receiving attention and will be maintained by the City going forward. We see this as an opportunity to clarify confusion about the origin of the park and the artwork it has contained.

PARC members appreciated the plan to replace the current head which did not represent a known person with a bronze sculpture depicting Jay Smith to be created by local (South Berwick) artist Carl Aichele. While not within PARC's authority, members commented positively on plans to remove lilac bushes that have obscured the park as well as bushes that are not in good condition and replace them with more appropriate planting. Small plaques that recognize Jay Smith and Kate Crowell will be relocated within the park. Crowell was recognized for her work in maintaining the park.

Installation and Maintenance Considerations

The proposed installation will require coordination between Public Works and the landscape artist Terrence Parker, the details which have been reviewed and agreed upon. The new bust is complete and is the key amenity to be placed in the park as allowed by the LSSPP Trust.

Conclusion

As a city park, the public works have the responsibility for maintenance as well as oversight of improvements which this request will facilitate. The TOTF requires approval by City Council to accompany a request to release these funds.

Sample Motion for City Council

Motion: Move to approve the release of $2000 from the LSSPP Trust to pay for the design of a new bust (Jay Smith) by artist Carl Aichele.

Attachments (1)

CARL AICHELE
Artist
343 Main St.
South Berwick ME
603-682-4443

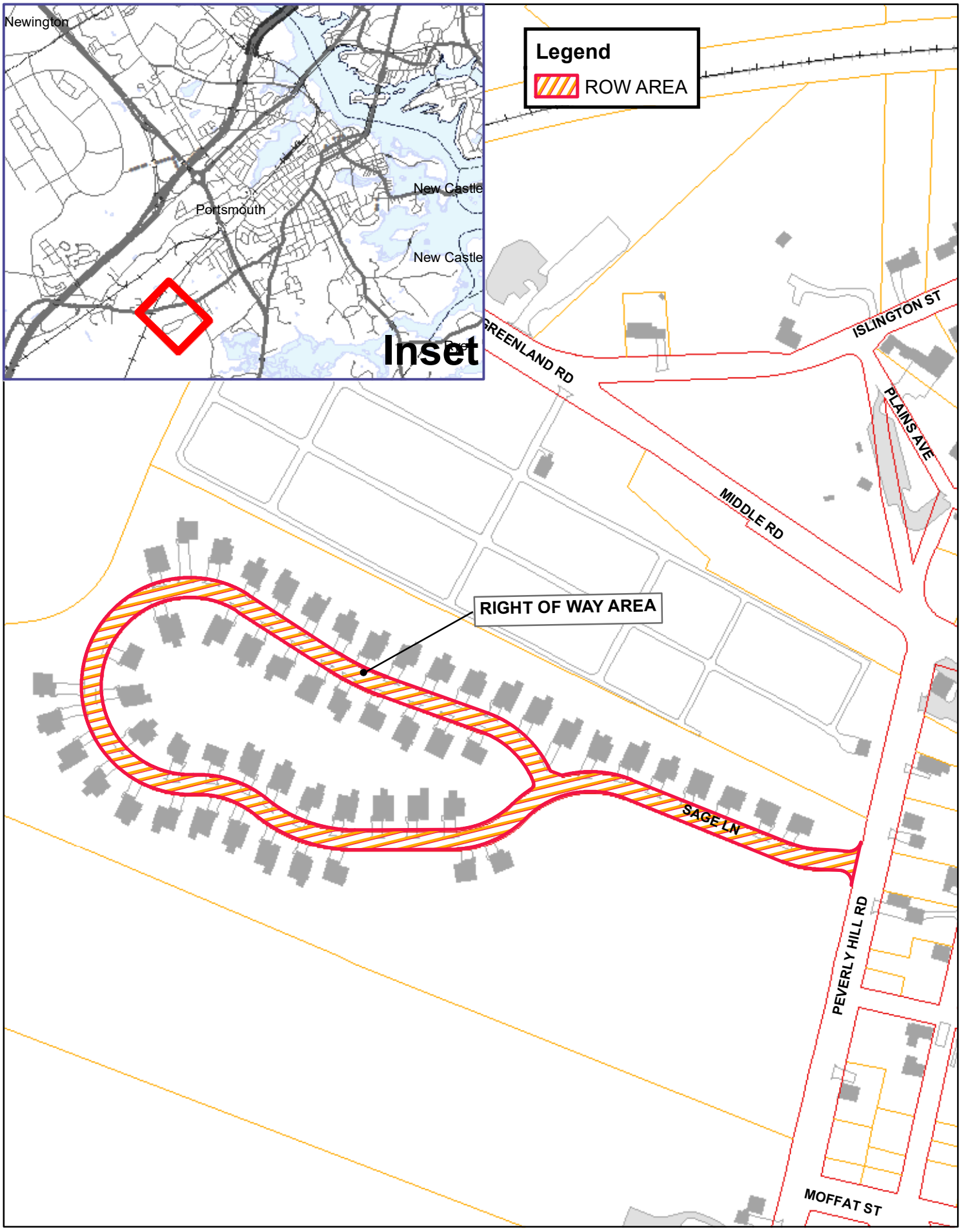
6-30-26

Proposal:

Sculpt one life size clay bust of Jay Smith for Jay Smith Park on State Street.

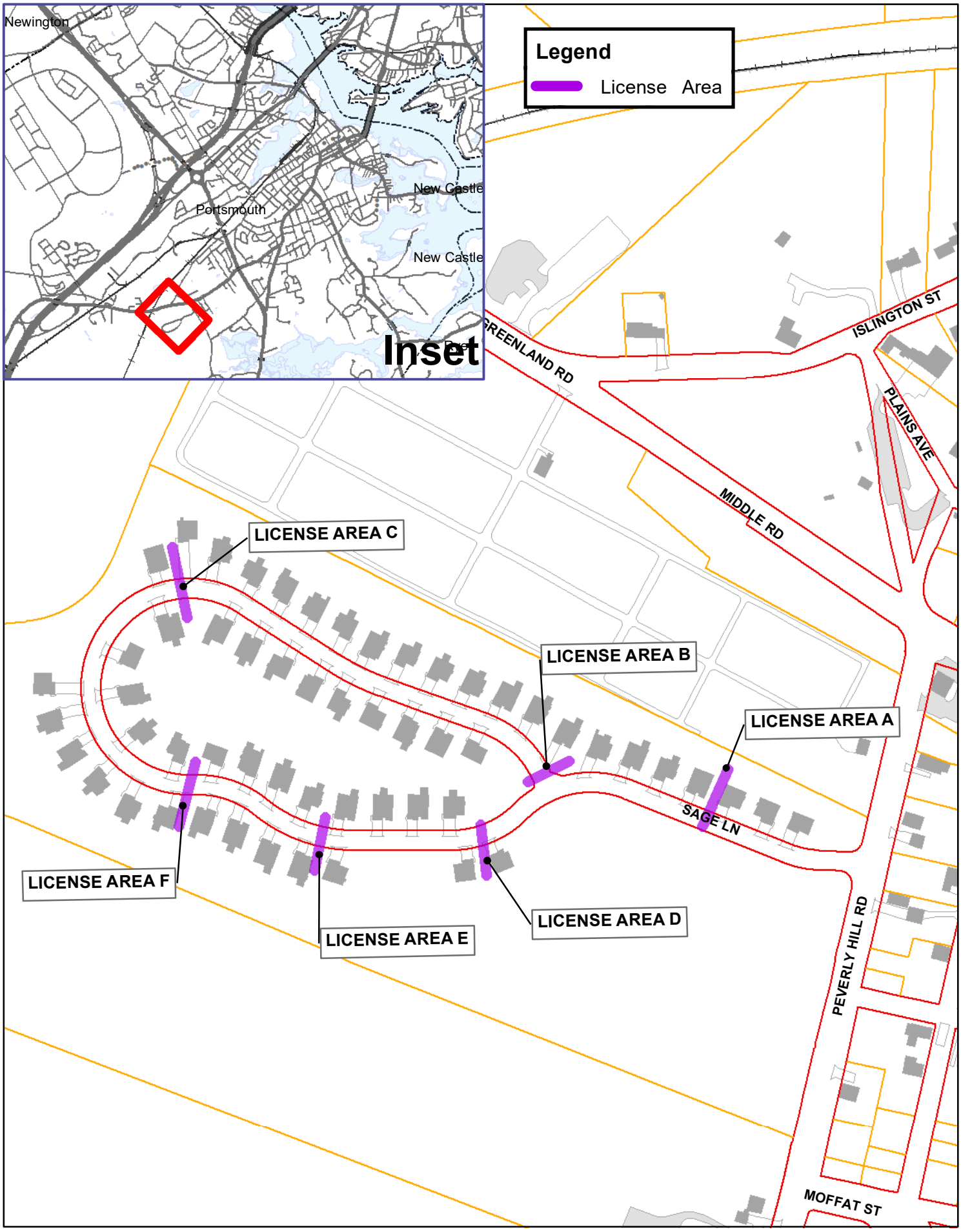
Moulds and Bronze casting by others.

Labor and material costs $2000.00



Sage Lane Right of Way

Map prepared by Portsmouth Department of Public Works



Sage Lane License Application

Map prepared by Portsmouth Department of Public Works

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

RIGHT OF WAY DEED

PARSON WOODS CONDOMINIUM ASSOCIATION, a New Hampshire Homeowners Association having an address of PO Box 404, Portsmouth, New Hampshire 03801 (the "Grantor"), for consideration paid, grants to the **CITY OF PORTSMOUTH**, a New Hampshire municipal corporation, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (hereinafter referred to as "Grantee"),

WITH WARRANTY COVENANTS, the following tract or parcel of land:

A certain parcel of land situated on the northwesterly side of Peverly Hill Road in the City of Portsmouth, County of Rockingham and State of New Hampshire, depicted as "A. Proposed Sage Lane" on plan entitled "Tax Map 242 Lot 4, Easement Plan, Parson Woods Condominium, 83 Peverly Hill Road, Portsmouth, New Hampshire, County of Rockingham, Owned by Parson Woods Investments, LLC" dated July 21, 2021 with revision 2 dated 4/6/2022, prepared by TFMoran, Inc. (the "Plan"), and recorded at the Rockingham County Registry of Deeds as Plan D-43382, sheet 2 of 2. The property conveyed herein is more particularly bound and described on the Plan as follows:

Beginning at a point in the northwesterly sideline on Peverly Hill Road, said point being located S 33°28'11" E a distance of 52.09 feet from an iron rod at the northeasterly corner of said land of Parson Woods;
thence along said sideline of Peverly Hill Road S 33°28'11" E a distance of 90.13 feet to a point, said point being located N 33°28'11"W a distance of 111.27 feet from the end of a stone wall;
thence through said land of Parson Woods along a curve to the left having a radius of 25.00 feet, an arc length of 42.01 feet, a chord bearing of N 82°17'08" W and chord distance of 37.24 feet to a point;
thence along a curve to the left having a radius of 183.50 feet, an arc length of 11.12 feet, a chord bearing of S 47°50'39" W and chord distance of 11.12 feet to a point;
thence S 46°06'30" W a distance of 34.71 feet to a point;
thence along a curve to the right having a radius of 216.50 feet, an arc length of 74.16 feet, a chord bearing of S 55°55'16" W and chord distance of 73.80 feet to a point;
thence S 65°44'02" W a distance of 343.37 feet to a point;
thence along a curve to the left having a radius of 183.50 feet, an arc length of 214.26 feet, a chord bearing of S 32°17'03" W and chord distance of 202.29 feet to a point;

thence along a curve to the right having a radius of 216.50 feet, an arc length of 169.33 feet, a chord bearing of S 21°14'24" W and chord distance of 165.04 feet to a point;
thence S 43°38'45" W a distance of 194.02 feet to a point;
thence along a curve to the right having a radius of 319.00 feet, an arc length of 217.88 feet, a chord bearing of S 63°12'44" W and chord distance of 213.67 feet to a point;
thence along a curve to the left having a radius of 183.50 feet, an arc length of 132.36 feet, a chord bearing of S 62°06'55" W and chord distance of 129.51 feet to a point;
thence along a curve to the right having a radius of 219.00 feet, an arc length of 822.41 feet, a chord bearing of N 30°58'02" E and chord distance of 417.54 feet to a point, said point being located S 81°19'42" E a distance of 315.10 feet from a drill hole;
thence N 76°36'49" E a distance of 215.94 feet to a point;
thence along a curve to the left having a radius of 481.00 feet, an arc length of 110.11 feet, a chord bearing of N 70°03'21" E and chord distance of 109.87 feet to a point;
thence N 63°29'53" E a distance of 215.94 feet to a point;
thence along a curve to the right having a radius of 219.00 feet, an arc length of 176.74 feet, a chord bearing of N 86°37'06" E and chord distance of 171.99 feet to a point;
thence N 63°58'23" E a distance of 26.33 feet to a point;
thence along a curve to the right having a radius of 223.50 feet, an arc length of 142.87 feet, a chord bearing of N 47°25'14" E and chord distance of 140.45 feet to a point;
thence N 65°44'02" E a distance of 343.37 feet to a point;
thence along a curve to the left having a radius of 176.50 feet, an arc length of 60.46 feet, a chord bearing of N 55°55'16" E and chord distance of 60.16 feet to a point;
thence N 46°06'30" E a distance of 34.71 feet to a point to a point;
thence along a curve to the right having a radius of 223.50 feet, an arc length of 23.39 feet, a chord bearing of N 49°06'22" E and chord distance 23.38 feet to a point;
thence along a curve to the left having a radius 25.00 feet, an arc length of 37.34 feet, a chord bearing of N 09°19'01" E and chord distance of 33.96 feet to the point of beginning. Containing 353,129 square feet (8.1067 acres), more or less.

EXCEPTING AND RESERVING a 236,889 square foot (5.4382 acres) parcel of land being the interior land of the Proposed Sage Lane loop and is more particularly bounded and described on the Plan as follows:

INNER EDGE OF 40’ WIDE RIGHT OF WAY:

Beginning at a point near the intersection of the loop of “Proposed Sage Lane” said point being located S 11°54'52" W a distance of 40.38 feet from a point in the outer edge of said right of way;
thence through said land of Parson Woods along a curve to the right having a radius of 12.50 feet, an arc length of 17.78 feet, a chord bearing of S 29°31'26" E and chord distance of 16.31 feet to a point;
thence along a curve to the left having a radius of 223.50 feet, an arc length of 48.29 feet, a chord bearing of S 05°01'26" W and chord distance of 48.20 feet to a point;
thence along a curve to the right having a radius of 176.50 feet, an arc length of 138.04 feet, a chord bearing of S 21°14'24" W and chord distance of 134.55 feet to a point;
thence S 43°38'45" W a distance of 194.02 feet to a point;

thence along a curve to the right having a radius of 279.00 feet, an arc length of 190.56 feet, a chord bearing of S 63°12'44" W and chord distance of 186.87 feet to a point;
thence along a curve to the left having a radius of 223.50 feet, an arc length of 161.21 feet, a chord bearing of S 62°06'55" W and chord distance of 157.74 feet to a point;
thence along a curve to the right having a radius of 179.00 feet, an arc length of 672.20 feet, a chord bearing of N 30°58'02" W a chord distance of 341.28 feet to a point, said point being located S 13°23'11" E a distance of 40.00 feet from a point in the outer edge of said right of way;
thence N 76°36'49" E a distance of 215.94 feet to a point;
thence along a curve to the left having a radius of 521.00 feet, an arc length of 119.26 feet, a chord bearing of N 70°03'21" E and chord distance of 119.00 to a point;
thence N 63°29'53" E a distance of 215.94 feet to a point;
thence along a curve to the right having a radius of 179.00 feet, an arch length of 144.46 feet, a chord bearing of N 86°37'06" E and chord distance of 140.57 feet to a point;
thence S 70°15'41" E a distance of 5.50 feet to the point of beginning.
Containing 236,889 square feet (5.4382 acres), more or less.

TOGETHER WITH two 3' wide Right of Way Maintenance & Utility Easements, as shown on the Plan as I, "3' wide Right of Way, and being 3' offsets of the above-described property are granted herewith.

The Grantor herein reserves a non-exclusive easement over this property to and from Peverly Hill Road, for access and egress by foot, vehicles, and equipment of various loads, and for any and all uses as may be used for a public street including, without limitation, water lines, sewer lines, utility lines, and for all other matters for which the Grantor may use as a public street, and shall be for all purposes as if Proposed Sage Lane as depicted on the Plan were a public street. This access easement over the property herein conveyed shall expire automatically upon the Proposed Sage Lane being legally accepted and declared as a public street by the City of Portsmouth, and written acknowledgement of same by the City of Portsmouth.

MEANING AND INTENDING to convey an easement over a portion of the premises conveyed to Parson Woods Investments, LLC, by Warranty Deed of Philip J. Stokel, Stella B. Stokel and Stella B. Stokel, Trustee of the Stella B. Stokel 1993 Trust, said deed being dated January 7, 2022, and recorded at the Rockingham County Registry of Deeds at Book 6372, Page 1385.

This transfer is exempt under RSA 78-B:2(1).

(Signature page to follow)

GRANTOR:

In WITNESS WHEREOF, the undersigned has hereunto set his hand on this _____ day of _____ 2026.

Parson Woods Condominium Association

_____ By:_____
Witness Sarah Stanfield, President
Duly authorized

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY, SS.

The foregoing instrument was acknowledged before me on _____, 2026, by Sarah Stanfield, President of the Parson Woods Condominium Association.

_____
Notary Public/Justice of the Peace
My Commission Expires:

In WITNESS WHEREOF, the undersigned has hereunto set his hand on this _____ day of _____ 2026.

GRANTEE: City of Portsmouth

_____ By:_____
Witness Karen S. Conard, City Manager
As approved by vote of the Portsmouth City Council on: _____

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY, SS.

On this _____ day of _____ 2026 before me personally appeared Karen S. Conard, City Manager of the City of Portsmouth, whose name is subscribed on the foregoing instrument and who executed the within instrument for the purposes therein contained of her own voluntary act and deed, and in her said capacity.

_____
Notary Public/Justice of the Peace
Printed Name:_____
My Commission Expires:_____

LICENSE AGREEMENT FOR PARSON WOODS CONDOMINIUM

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants the Revocable License to Parson Woods Investments, LLC, a New Hampshire Limited Liability Company (hereinafter "Licensee"), with a principal place of business at 11 Lafayette Road, North Hampton, New Hampshire 03862, within a right of way owned by the City for Sage Lane, located off Peverly Hill Road, accessing Assessor's Map 242, Lot 4 (hereinafter "Sage Lane") for use in connection with the Licensee's Parson Woods Condominium (hereinafter the "Property") pursuant to approved Conditional Use Permit and Site Review (LU-21-74) (hereinafter the "Project"), pursuant to the following terms and conditions:

1. **License Area A:** The City grants to Licensee a license to bury one 15" diameter HDPE drainpipe on Sage Lane, as shown on Exhibit A. The purpose of this License is to divert rain runoff from the Property, to cross through Sage Lane and drain on the Property on the opposite side of Sage Lane. This License is granted on the condition that the Licensee keep the drainage system in good repair at no cost to the City. The location of the underground drainage is noted on Sheet AB-1 on a certain plan entitled "Tax Map 242 Lot 4, Roadway As-Built Plan, Parson Woods Condominium, Sage Lane, Portsmouth, New Hampshire, County of Rockingham, Owned by Parson Woods Investment, LLC" dated January 22, 2026, last revised 9/1/2026 and prepared by TFMoran, Inc. (hereinafter "As-Built Plan").

2. **License Area B:** The City grants to Licensee a license to bury one 12" diameter PVC drainpipe on Sage Lane, as shown on Exhibit A. The purpose of this License is to divert rain runoff from the Property, to cross through Sage Lane and drain on the Property on the opposite side of Sage Lane. This License is granted on the condition that the Licensee keep the drainage system in good repair at no cost to the City. The location of the underground drainage is noted on Sheet AB-2 on the As-Built Plan.

3. **License Area C:** The City grants to Licensee a license to bury one 24" diameter HDPE drainpipe on Sage Lane, as shown on Exhibit A. The purpose of this License is to divert rain runoff from the Property, to cross through Sage Lane and drain on the Property on the opposite side of Sage Lane. This License is granted on the condition that the Licensee keep the drainage system in good repair at no cost to the City. The location of the underground drainage is noted on

DRAFT

Sheet AB-4 on the As-Built Plan.

4. **License Area D:** The City grants to Licensee a license to bury one 12" diameter PVC drainpipe on Sage Lane, as shown on Exhibit A. The purpose of this License is to divert rain runoff from the Property, to cross through Sage Lane and drain on the Property on the opposite side of Sage Lane. This License is granted on the condition that the Licensee keep the drainage system in good repair at no cost to the City. The location of the underground drainage is noted on Sheet AB-5 on the As-Built Plan.

5. **License Area E:** The City grants to Licensee a license to bury one 30" diameter HDPE drainpipe on Sage Lane, as shown on Exhibit A. The purpose of this License is to divert rain runoff from the Property, to cross through Sage Lane and drain on the Property on the opposite side of Sage Lane. This License is granted on the condition that the Licensee keep the drainage system in good repair at no cost to the City. The location of the underground drainage is noted on Sheet AB-6 on the As-Built Plan.

6. **License Area F:** The City grants to Licensee a license to bury one 15" diameter HDPE drainpipe on Sage Lane, as shown on Exhibit A. The purpose of this License is to divert rain runoff from the Property, to cross through Sage Lane and drain on the Property on the opposite side of Sage Lane. This License is granted on the condition that the Licensee keep the drainage system in good repair at no cost to the City. The location of the underground drainage is noted on Sheet AB-7 on the As-Built Plan.

7. **Indemnification:** Licensee and its successors and assigns, agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury that arises as a result of its utilization of the Licensed Areas. The obligation survives termination or revocation of this Agreement.

8. **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 shall maintain a certificate of insurance on file with the City's Legal Department during the term of this Agreement and the City shall be named as additional insured.

9. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Areas in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas. If the Licensee fails to timely comply with the provisions of this section, the City may conduct maintenance activities, and the Licensee shall reimburse the City for such activities. The Licensee agrees to pay reasonable attorney's fees and costs associated with any action to recover reimbursement charges as described herein.

10. **Damage:** Licensee agrees to remedy any damage to the License Areas caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.

11. **Relocation:** Upon 180 days' written notice, the Licensee shall remove, modify, or relocate the

infrastructure described in this License at the Licensee's sole expense, and in compliance with all then-applicable local, state and federal regulations, to an alternative location of the City's choosing. The City may require removal, modification, or relocation if it deems such action is necessary for municipal purposes, public improvements, or changes to City operations. The timeframe designated in this paragraph may be reasonably extended upon written request of the Licensee demonstrating that the Licensee is diligently pursuing relevant permitting, but in no event shall the period defined herein be extended past one (1) year's notice from the City. If the Licensee fails to timely comply with the provisions of this section, the City may conduct removal, relocation or modification activities, and the Licensee shall reimburse the City for such activities. The Licensee agrees to pay reasonable attorney's fees and costs associated with action to recover reimbursement charges as described herein. Removal, modification or relocation under this section shall include restoration of impacted areas to City specifications.

12. **Compliance with Other Laws:** This Agreement does not relieve Licensee from c ompliance 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 site plan and may at the City's discretion, result in revocation.

13. **Revocation:** The City may terminate this Agreement or any provision contained in the Agreement on five (5) business days advance written notice provided to Licensee if Licensee fails to meet the terms and conditions of this License or the public interest requires such termination. In the event this Agreement is terminated, Licensee shall remove the drainpipes, and related infrastructure and restore the Licensed Area to City specifications and this obligation survives termination or revocation of this Agreement.

Dated this_____ day of _____, 2026

City of Portsmouth

By: _____
Karen S. Conard, City Manager Pursuant
to vote of the City Council
XXXXXXXXXXX, 2026

Dated this_____ day of _____, 2026

Parson Woods Investments, LLC

By: _____
XXXXXXXXXXXXXX
Its Duly Authorized Manager

UTILITY NOTES:

1) SEE EXISTING CONDITIONS PLAN FOR BENCHMARK INFORMATION.

2) COORDINATE ALL UTILITY WORK WITH APPROPRIATE UTILITY.

3) CONTRACTOR SHALL COORDINATE ALL ELECTRIC WORK INCLUDING BUT NOT LIMITED TO: CONDUIT CONSTRUCTION, MANHOLE CONSTRUCTION, UTILITY POLE CONSTRUCTION, OVERHEAD WIRE RELOCATION, AND TRANSFORMER CONSTRUCTION WITH POWER COMPANY.

4) ALL WATER MAIN INSTALLATIONS SHALL BE CLASS 52, POLYWRAPPED, CEMENT LINED DUCTILE IRON PIPE.

5) ALL WATERMAIN INSTALLATIONS SHALL BE PRESSURE TESTED AND CHLORINATED AFTER CONSTRUCTION AND BEFORE ACTIVATING THE SYSTEM. CONTRACTOR SHALL COORDINATE WITH THE CITY OF PORTSMOUTH.

6) ALL SEWER PIPE SHALL BE PVC SDR 35 UNLESS OTHERWISE STATED.

7) ALL WORK WITHIN CITY R.O.W. SHALL BE COORDINATED WITH CITY OF PORTSMOUTH

8) CONTRACTOR SHALL MAINTAIN UTILITY SERVICES TO ABUTTING PROPERTIES THROUGHOUT CONSTRUCTION.

9) ANY CONNECTION TO EXISTING WATERMAIN SHALL BE CONSTRUCTED BY THE CITY OF PORTSMOUTH.

10) EXISTING UTILITIES TO BE REMOVED SHALL BE CAPPED AT THE MAIN AND MEET THE DEPARTMENT OF PUBLIC WORKS STANDARDS FOR CAPPING OF WATER AND SEWER SERVICES.

11) ALL ELECTRICAL MATERIAL WORKMANSHIP SHALL CONFORM TO THE NATIONAL ELECTRIC CODE, LATEST EDITION, AND ALL APPLICABLE STATE AND LOCAL CODES.

12) THE EXACT LOCATION OF NEW UTILITY SERVICES AND CONNECTIONS SHALL BE COORDINATED WITH BUILDING DRAWINGS AND UTILITY COMPANIES.

13) ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE.

14) ALL UNDERGROUND CONDUITS SHALL HAVE NYLON PULL ROPES TO FACILITATE PULLING CABLES.

15) THE CONTRACTOR SHALL OBTAIN, PAY FOR, AND COMPLY WITH ALL REQUIRED PERMITS, ARRANGE FOR ALL INSPECTIONS, AND SUBMIT COPIES OF ACCEPTANCE CERTIFICATED TO THE OWNER PRIOR TO THE COMPLETION OF PROJECT.

16) THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL MANHOLES, BOXES, FITTINGS, CONNECTORS, COVER PLATES AND OTHER MISCELLANEOUS ITEMS NOT NECESSARILY DETAILED IN THESE DRAWING TO RENDER INSTALLATION OF UTILITIES COMPLETE AND OPERATIONAL.

17) CONTRACTOR SHALL PROVIDE EXCAVATION, BEDDING, BACKFILL AND COMPACTION FOR NATURAL GAS SERVICES.

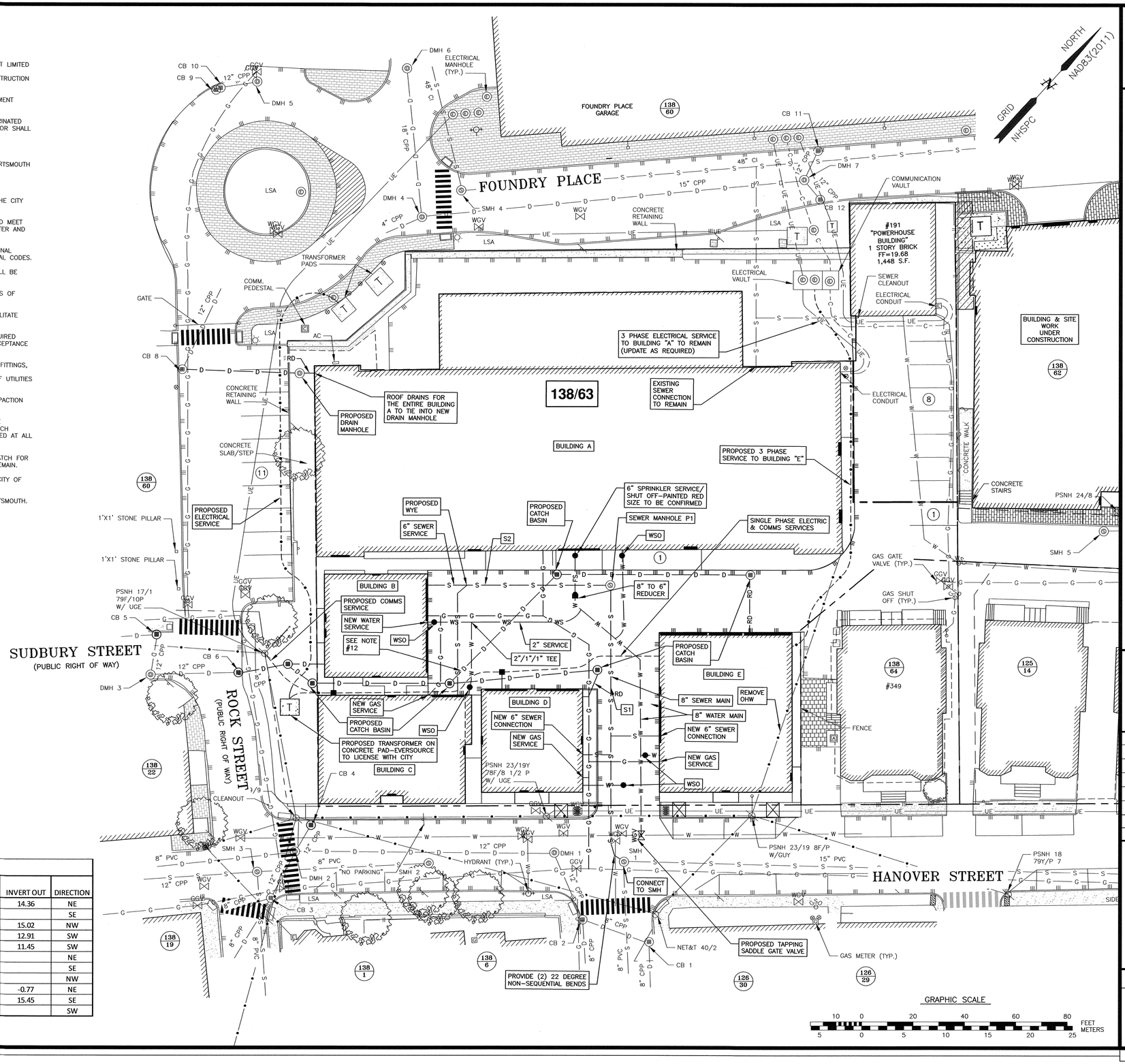
18) A 10-FOOT MINIMUM EDGE TO EDGE HORIZONTAL SEPARATION SHALL BE PROVIDED BETWEEN ALL WATER AND SANITARY SEWER LINES. AN 18-INCH MINIMUM OUTSIDE TO OUTSIDE VERTICAL SEPARATION SHALL BE PROVIDED AT ALL WATER/SANITARY SEWER CROSSINGS WATER ABOVE SEWER.

19) SAWCUT AND REMOVE PAVEMENT AND CONSTRUCT PAVEMENT TRENCH PATCH FOR ALL PROPOSED UTILITIES LOCATED IN EXISTING PAVEMENT AREAS TO REMAIN.

20) GATE VALVES, FITTINGS, ETC. SHALL MEET THE REQUIREMENTS OF THE CITY OF PORTSMOUTH.

21) COORDINATE TESTING OF SEWER CONSTRUCTION WITH THE CITY OF PORTSMOUTH.

22) ALL SEWER PIPES WITH LESS THAN 6' COVER SHALL BE INSULATED.



SEWER PIPE SCHEDULE

PIPE	PROP/EX	PIPE SIZE/LENGTH	SLOPE
S1	PROP	8" X 108'	0.004
S2	PROP	6" X 69'	0.01

SEWER STRUCTURE TABLE

STRUCTURE	PROP/EX	RIM	PIPE SIZE/TYPE	INVERT IN	INVERT OUT	DIRECTION
SMH 1	EX	20.06	15" PVC		14.36	NE
			8" PVC	14.41		SE
SMH 1	PROP	20.06	8" PVC		15.02	NW
SMH 2	EX	19.31	8" PVC		12.91	SW
SMH 3	EX	19.15	8" PVC		11.45	SW
			8" PVC	11.60		NE
			8" PVC	13.90		SE
SMH 4	EX	12.23	48" CI	-0.77		NW
			48" CI		-0.77	NE
SMH P1	PROP		8" PVC		15.45	SE
SMH P1	PROP		6" PVC	15.62		SW

HALEYWARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
200 Griffin Rd. Unit 14
Portsmouth, New Hampshire 03801
603.430.9282
WWW.HALEYWARD.COM

NOTES:

1) THE CONTRACTOR SHALL NOTIFY DIG SAFE AT 1-888-DIG-SAFE (1-888-344-7233) AT LEAST 72 HOURS PRIOR TO COMMENCING ANY EXCAVATION ON PUBLIC OR PRIVATE PROPERTY.

2) UNDERGROUND UTILITY LOCATIONS ARE BASED UPON BEST AVAILABLE EVIDENCE AND ARE NOT FIELD VERIFIED. LOCATING AND PROTECTING ANY ABOVEGROUND OR UNDERGROUND UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE OWNER. UTILITY CONFLICTS SHOULD BE REPORTED AT ONCE TO THE DESIGN ENGINEER.

3) CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH THE "NEW HAMPSHIRE STORMWATER MANUAL, VOLUME 3, EROSION AND SEDIMENT CONTROLS DURING CONSTRUCTION. (NHDES DECEMBER 2008).

4) INSTALL CATCH BASIN INLET PROTECTION ON ALL EXISTING AND PROPOSED CATCH BASINS (IN THE PROJECT VICINITY) UNTIL CONSTRUCTION IS COMPLETED AND THE SITE IS STABILIZED.

5) ALL WATER MAIN AND SANITARY SEWER WORK SHALL MEET THE STANDARDS OF THE NEW HAMPSHIRE STATE PLUMBING CODE AND CITY OF PORTSMOUTH DEPARTMENT OF PUBLIC WORKS.

6) UTILITY AS-BUILTS SHALL BE SUBMITTED TO THE CITY OF PORTSMOUTH DEPARTMENT OF PUBLIC WORKS UPON COMPLETION OF THE PROJECT.

7) EVERSOURCE WORK ORDER #21498685.

8) PROPOSED SEWER FLOW:
40 UNITS X 170 GPD/UNITS = 6,800 GPD
TOTAL FLOW: 6,800 GPD

9) THE APPLICANT SHALL HAVE A COMMUNICATIONS SITE SURVEY CONDUCTED BY A MOTOROLA COMMUNICATIONS CARRIER APPROVED BY THE PORTSMOUTH'S COMMUNICATIONS DIVISION. THE RADIO COMMUNICATIONS CARRIER MUST BE FAMILIAR AND CONVERSANT WITH THE PORTSMOUTH POLICE AND FIRE RADIO SYSTEMS CONFIGURATION. IF THE SITE SURVEY INDICATES THAT IT IS NECESSARY TO INSTALL A SIGNAL REPEATER EITHER ON OR NEAR THE PROPOSED PROJECT, THOSE COSTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE PROPERTY OWNER WILL BE REQUIRED TO MAINTAIN ANY INSTALLED EQUIPMENT. THE PROPERTY OWNER SHALL BE RESPONSIBLE TO PAY FOR THE SITE SURVEY WHETHER OR NOT THE SURVEY INDICATES THAT EQUIPMENT IS NECESSARY. THE OWNER SHALL COORDINATE WITH THE SUPERVISOR OF RADIO COMMUNICATIONS FOR PORTSMOUTH. THE SURVEY SHALL BE COMPLETED AND ANY REQUIRED EQUIPMENT INSTALLED, TESTED, AND ACCEPTED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

10) FINAL CONDUIT LOCATION SUBJECT TO CONFIRMATION FROM UTILITY PROVIDERS.

11) EXISTING UTILITIES TO BE ABANDONED SHALL BE REMOVED TO THE UTILITY MAIN AND CAPPED PER THE UTILITY COMPANY REQUIREMENT.

12) ROOF DRAINS FOR BUILDING C & E WILL CONNECT TO THE DRAIN LINE. SEE SHEET C6 FOR GUTTER (SLOPE ROOF) CONNECTIONS.

13) SEWER SERVICES SHALL BE 6", WATER SERVICES SHALL BE 1", EXCEPT BUILDING A SHALL BE 2". SUBJECT TO FINAL DESIGN VERIFICATION.

SITE REDEVELOPMENT
361 HANOVER STREET
PORTSMOUTH, N.H.

NO.	DESCRIPTION	DATE
3	ELECTRIC UTILITY RUNS	03/12/26
2	BUILDING DIMENSIONS	07/30/25
1	WATER, FIRE, & SEWER SERVICES	06/30/25
0	ISSUED FOR COMMENT	06/13/25

REVISIONS

STATE OF NEW HAMPSHIRE
JOHN R. CHAGNON
No. 9651
LICENSED PROFESSIONAL ENGINEER

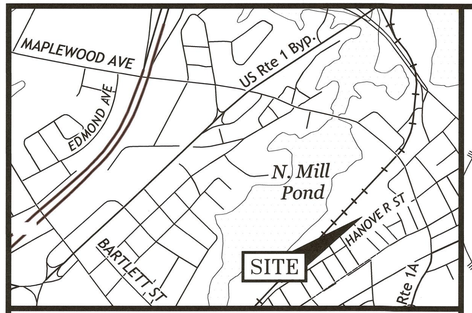
SCALE: 1"=20' JANUARY 2024

UTILITY PLAN

C4

FB 444 & PG 1

5010135.2977.01



LOCATION MAP SCALE: 1" = 1000'

PLAN REFERENCES:

1) "PLAN OF LAND IN PORTSMOUTH, N.H. PORTSMOUTH MFG & POWER CO. TO FRANKIE BROOKS" BY JOHN W. DURGIN. DA TED FEBRUARY 191B. RCRD PLAN 078.

2) "SUBDIVISION OF LAND OF PORTSMOUTH MFG. & POWER CO. PORTSMOUTH, N.H." BY JOHN W. DURGIN. DATED NOVEMBER 1925. RCRD PLAN #36B.

3) "LAND IN PORTSMOUTH, N.H. PORTS. MFG. & POWER CO. TO HAROLD S. WOODS" BY JOHN W. DURGIN. DATED NOVEMBER 1926. RCRD PLAN #389.

4) "CONDOMINIUM SITE PLAN FOR HANOVER PLACE CONDOMINIUM 349 HANOVER STREET COUNTY OF ROCKINGHAM PORTSMOUTH, NH" BY MILLETTE, SPRAGUE & COLWELL, INC. DATED SEPTEMBER 28, 2004 LAST REVISED DECEMBER 20, 2005. RCRD PLAN D-33379.

5) "CONSOLIDATION & SUBDIVISION PLAN TAX MAP 125, LOT 17 & TAX MAP 138, LOT 62 DEER STREET ASSOCIATES BRIDGE, DEER & HILL STREETS CITY OF PORTSMOUTH COUNTY OF ROCKINGHAM STA TE OF NEW HAMPSHIRE" BY AMBIT ENGINEERING, INC. DA TED JULY 2015. RCRD PLAN D-39699.

6) "KEARSARGE MILLS CONDOMINIUM PLANS" BY KIMBALL CHASE COMPANY, INC. DATED APRIL 15, 1986. RCRD PLAN D-14855.

7) "BOUNDARY LINE AGREEMENT PLAN KEARSARGE MILL CONDOMINIUMS PORTSMOUTH, N.H." BY JONES & BEACH ENGINEERS, INC. DATED APRIL 10, 1997 LAST REVISED APRIL 21, 1997. RCRD PLAN D-25421.

8) "AMENDED SITE PLAN, KEARSARGE MILL CONDOMINIUMS, 1 HANOVER STREET PORTSMOUTH, NH" BY KIMBALL CHASE CONSULTING ENGINEERS DATED 04-14-06 AND LAST REVISED 02-16-07. RCRD PLAN D-34716.

LANDSCAPE LICENSE AREA; Maintained by 361 Hanover, Exclusive to residents of 361 Hanover

LANDSCAPE LICENSE AREA; Maintained by 361 Hanover, remains public

LICENSE AREA 7,761 S.F.

FOUNDRY PLACE GARAGE

FOUNDRY PLACE 138/60

#191-UNIT B "POWERHOUSE BUILDING" 1 STORY BRICK

138/63-1

#361-UNIT A "HEINEMANN BUILDING" 2 STORY BRICK

138/63-2

138/62

HILL STREET (PRIVATE)

138/60

SUDBURY STREET (PUBLIC RIGHT OF WAY)

138/22

ROCK STREET (PUBLIC RIGHT OF WAY)

138/64

125/14

HANOVER STREET (PUBLIC RIGHT OF WAY)

138/19

138/1

138/6

PEARL STREET (PUBLIC RIGHT OF WAY)

126/30

126/29

NORTH NAD83(2011)

GRID NHSPC

LEGEND:

N/F	NOW OR FORMERLY
RP	RECORD OF PROBATE
RCRD	ROCKINGHAM COUNTY REGISTRY OF DEEDS
RR SPK	RAILROAD SPIKE
11/21	MAP 11/LOT 21
IR FND	IRON ROD FOUND
IP FND	IRON PIPE FOUND
IR SET	IRON ROD SET
DH FND	DRILL HOLE FOUND
DH SET	DRILL HOLE SET
NHHB	NHDOT BOUND FOUND
TB	TOWN BOUND
BND w/DH	BOUND WITH DRILL HOLE
ST BND w/DH	STONE BOUND WITH DRILL HOLE

STATE OF NEW HAMPSHIRE No. 738 JOHN R. CHAGNON SIGNATURE LICENSED LAND SURVEYOR

"I CERTIFY THAT THIS PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT IT IS THE RESULT OF A FIELD SURVEY BY THIS OFFICE AND HAS AN ACCURACY OF THE CLOSED TRAVERSE THAT EXCEEDS THE PRECISION OF 1:15,000."

4.6.26

JOHN R. CHAGNON, LLS DATE

GRAPHIC SCALE

10 0 20 40 60 80 FEET

5 0 5 10 15 20 25 METERS

AMBIT ENGINEERING, INC.
A DIVISION OF HALEY WARD, INC.
WWW.HALEYWARD.COM
200 Griffin Road, Unit 3
Portsmouth, NH 03801
603.436.2315

NOTES:

1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSORS MAP 138 AS LOT 60.

2) OWNERS OF RECORD:

LOT 60
CITY OF PORTSMOUTH
JUNKINS AVENUE
PORTSMOUTH, NH 03801

LOT 63/1
361 HANOVER STEAM FACTORY, LLC
41 INDUSTRIAL DRIVE UNIT 20
EXETER, N.H. 03833
6352/2959

3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33015C0259F. EFFECTIVE JANUARY 29, 2021.

4) LOT AREA: 38,528 S.F.

5) PARCEL IS LOCATED IN CHARACTER DISTRICT 5 (CD5) AND DOWNTOWN OVERLAY DISTRICT.

6) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED LICENSE AREA ON TAX MAP 138, LOT 60 TO BENEFIT TAX MAP 138, LOT 63-1 IN PORTSMOUTH, NH.

NO.	DESCRIPTION	DATE
1	LICENSE AREA	4/6/26
0	ISSUED FOR COMMENT	3/21/24

REVISIONS

PROPOSED LICENSE AREA PLAN
TAX MAP 138 – LOT 63
CITY OF PORTSMOUTH
TO
361 HANOVER STEAM FACTORY, LLC
FOUNDRY PLACE & ROCK STREET
CITY OF PORTSMOUTH
COUNTY OF ROCKINGHAM
STATE OF NEW HAMPSHIRE

SCALE: 1"=20' DECEMBER 2022

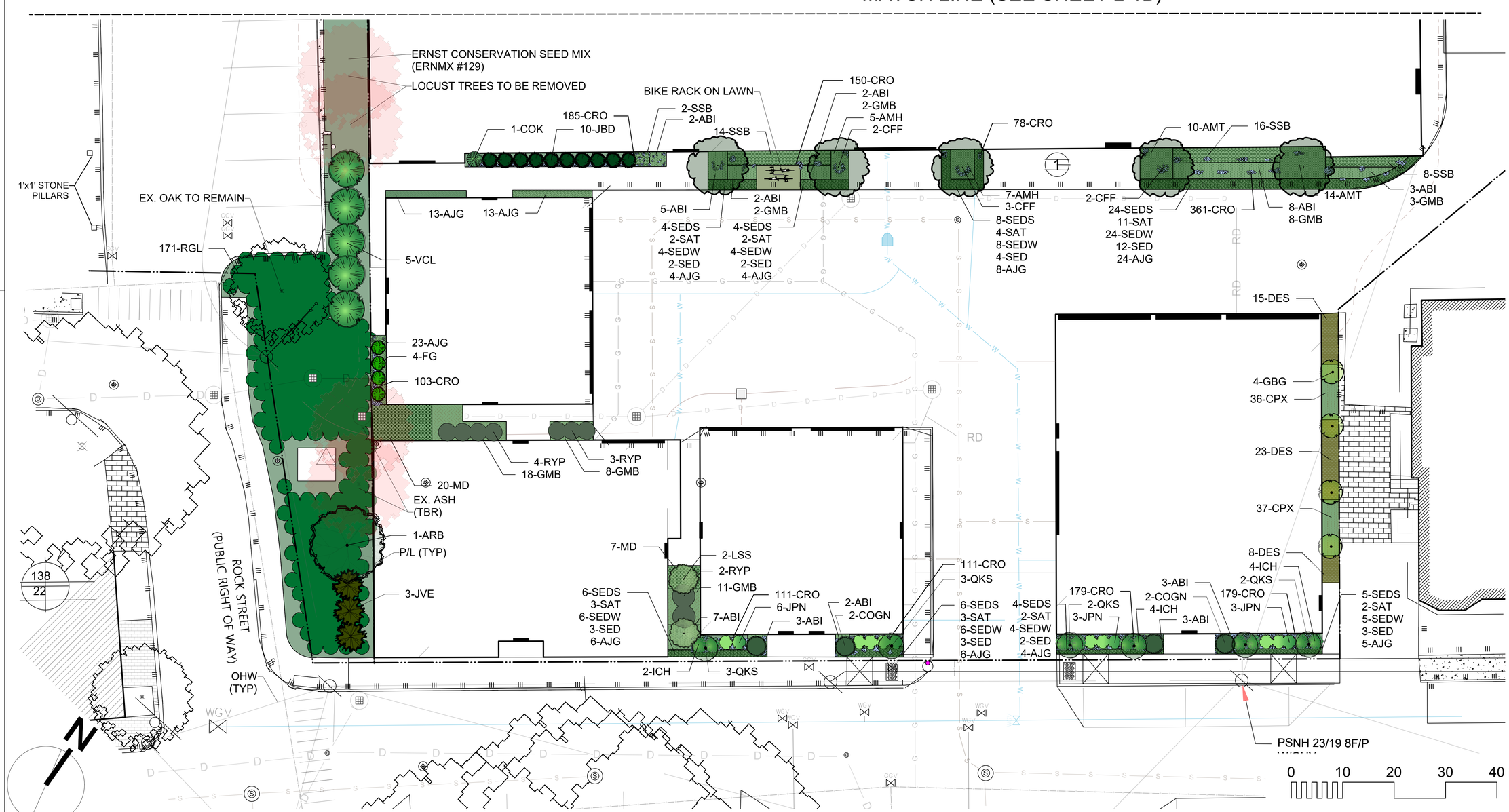
FB 444 PG 1 5010135.2977.01

Plant List - Trees and Shrubs (Sheet L-1A)

ID	Qty	Botanical Name	Common Name	Scheduled Size	Mature Height	Mature Spread	Growth Habit	Tolerances	Requirements
ARB	1	Acer rubrum 'Bowhall'	Bowhall Red Maple	1 1/2 - 2" Cal.	40-60 ft.	10-15 ft.	Upright, Pyramidal	Urban, Wet Soils	Full/Partial Sun, Moist Soil
CFF	7	Carpinus betulus 'Frans Fountaine'	Upright European Hornbeam	1 1/2 - 2" Cal.	30-40 ft.	10-20 ft.	Oval	Urban, Drought, Disease	Full/Partial Sun, Moist Soil
COGN	4	Chamaecyparis obtusa 'Nana Gracilis'	Hinoki Cypress	3-4' Ht.	3-6 ft.	2-4 ft.	Conical	Urban	Full/Partial Sun, Moist Soil
COK	1	Chamaecyparis obtusa 'Kosteri'	Kosteri Hinoki Cypress	2 1/2-3'	6 ft.	4 ft.	Pyramidal	Urban	Full/Partial Sun, Moist Soil
FG	4	Fothergilla gardenii	Dwarf Forthergilla	5 Gal.	4-5 ft.	4-5 ft.	Rounded	Urban, Moist Soil, Disease	Full/Partial Sun, Moist Soil
GBG	4	Ginkgo biloba 'Grindstone'	Grindstone Maidenhair Tree	2" Cal.	20-30 ft.	5-6 ft.	Fastigiate	Urban, Drought, Disease, Deer	Full Sun
ICH	10	Ilex crenata 'Hetzii'	Heitz Japanese Holly	5 Gal.	3-4 ft.	3-4 ft.	Rounded	Urban	Full/Partial Sun
JBD	10	Juniperus communis 'Blueberry Delight'	Blueberry Delight Juniper	2 Gal.	18-24 in.	4-5 ft.	Spreading	Drought, Deer, Urban	Full Sun, Good Drainage
JBR	18	Juniperus horizontalis 'Blue Rug'	Blue Rug Creeping Juniper	5 Gal.	<= 12 in	4 - 7 ft	Mat	Drought; Deer, Salt	Full Sun
JPN	12	Juniperus procumbens 'Nana'	Dwarf Japanese Garden Juniper	3 Gal.	6-12 in.	6-8 ft.	Groundcover	Drought, Deer, Urban	Full Sun, Good Drainage
JVE	3	Juniperus virginiana 'Emerald Sentinel'	Emerald Sentinel Columnar Juniper	8-10'	15-20 ft.	6-8 ft.	Upright	Urban, Salt, Drought	Full Sun, Good Drainage
LSS	2	Liquidambar sty. 'Slender Silhouette'	Slender Silouette Liquidambar	1 1/2 - 2" Cal.	40-60 ft.	6-8 ft.	Fastigiate	Moist Soil, Urban	Full Sun, Moist, Rich Acidic Soil
MD	27	Microbiota decussata	Siberian Carpet Cypress	3 Gal.	18-24 in.	4-5 ft.	Spreading	Deer, Drought, Moist Soil	Full/Partial Sun, Good Drainage
PAN	7	Picea abies 'Nidiformis'	Bird's Nest Spruce	3 Gal.	3-4 ft.	5-6 ft.	Broad	Drought, Disease, Urban	Full/Partial Sun, Good Drainage
QKS	10	Quercus x Kindred Spirit®	Kindred Spirit Hybrid Oak	1 1/2 - 2" Cal.	20-30 ft.	6-8 ft.	Fastigiate	Urban, Drought	Full Sun
RGL	171	Rhus aromatica 'Gro Low'	Gro Low Sumac	2 Gal.	18-24 in.	6-8 ft.	Spreading	Urban, Drought	Full/Partial Sun
RYP	9	Rhododendron 'Yaku Princess'	Yaku Princess Rhododendron	3-4' Ht.	3-4 ft.	4-5 ft.	Mounded	Deer, Urban, Drought	Partial Sun, Good Drainage
VCL	5	Viburnum dentatum 'Chicago Lustre'	Chicago Lustre Viburnum	5 Gal.	8-10 ft.	8-10 ft.	Upright	Deer, Disease	Full/Partial Sun

Plant List - Perennials (Sheet L-1A)

ID	Qty	Botanical Name	Common Name	Scheduled Size	Mature Height	Mature Spread	Tolerances	Requirements
ABI	40	Amsonia 'Blue Ice'	Blue Star Flower	2 QT	8-18 in.	24 in.	Deer, Drought, Salt, Heat	Full Sun, Dry to Normal Soil
AJG	230	Ajuga reptans 'Gaiety'	Gaiety Bugleweed	2 QT	3-6 in.	8-9 in.	Deer, Drought, Salt, Heat	Sun/Shade
AMH	12	Amsonia hubrichtii	Arkansas Amsonia	1 Gal.	18-30 in.	24 in.	Deer, Drought, Salt, Heat	Sun/Partial Shade, Dry to Normal Soil
AMT	24	Amsonia tabernaemontana	Amsonia	1 Gal.	18-30 in.	30 in.	Deer, Drought, Salt, Heat	Sun/Partial Shade, Dry to Normal Soil
CPX	73	Carex pensylvanica	Pennsylvania Sedge	1 Gal.	8-18 in.	8-18 in.	Deer, Drought, Salt	Partial/Shade, Moist to Normal Soil
CRO	1457	Crocus hybrids	Crocus	Bulb	3-6 in.	3-5 in.	Deer, Drought	Sun/Partial Shade, Good Drainage
DES	46	Deschampsia cespitosa	Tufted Hair Grass	1 Gal.	18-30 in.	36 in.	Deer, Shade, Wet Soils, Drought, Salt	Sun/Partial Shade
GMB	52	Geranium macrorrhizum 'Bevan's Variety'	Bevan's Variety Geranium	1 Gal.	8-18 in.	36 in.	Deer, Rabbit, Drought	Sun/Partial Shade, Dry to Normal Soil
SAT	29	Sedum 'Angelina's Teacup'	Angelina's Teacup Stonecrop	2 QT	0-8 in.	12-18 in.	Deer, Rabbit, Drought, Salt, Heat	Sun/Partial Shade, Dry to Normal Soil
SED	31	Sedum Sunsparkler 'Dazzleberry'	Dazzleberry Stonecrop	2 QT	0-8 in.	18 in.	Deer, Rabbit, Drought, Salt, Heat	Sun, Dry to Normal Soil
SEDS	61	Sedum sexangulare	Stonecrop	2 QT	0-8 in.	10-12 in.	Deer, Rabbit, Drought, Salt, Heat	Sun, Dry to Normal Soil
SEDW	61	Sedum 'Weihenstephaner Gold'	Weihenstephaner Gold Stonecrop	1 Gal.	0-8 in.	12-18 in.	Deer, Rabbit, Drought, Salt, Heat	Sun, Dry to Normal Soil
SSB	40	Schizachyrium scoparium 'The Blues'	The Blues Little Bluestem	1 Gal.	18-30 in.	18 in.	Deer, Rabbit, Drought, Salt, Heat	Sun/Partial Shade, Dry to Normal Soil



PLEASE NOTE: SHEET SIZE IS SCALED FOR ASME D . DO NOT REDUCE OR ENLARGE.

terra *firma*
landscape architecture

165.a Court Street Portsmouth, NH 03801
603.531.9109 | terrence@terrafirmalandarch.com

361 HANOVER

361 HANOVER STREET
PORTSMOUTH, NH

Project Title

TERRENCE P. PARKER — LICENSED LANDSCAPE ARCHITECT — 041 — STATE OF NEW HAMPSHIRE

Landscape Architect

Scale
1:120

REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager | Drawn By
Date 9/11/2026 | Reviewed By
Project ID 361 HANOVER ST.

Sheet Title
LANDSCAPE PLAN

Sheet No.
L-1A

Ernst Conservation Seeds
8884 Mercer Pike
Meadville, PA 16335
(800) 873-3321 Fax (814) 336-5191
www.ernstseed.com

Butterfly & Hummingbird Garden Mix - ERNMX-179

	Botanical Name	Common Name
29.40%	Schizachyrium scoparium, Fort Indiantown Gap-PA	Little Bluestem, Fort Indiantown Gap-PA Ecotype
10.80%	Echinacea purpurea	Purple Coneflower
10.00%	Elymus virginicus, Madison-NY Ecotype	Virginia Wildrye, Madison-NY Ecotype
6.00%	Coreopsis lanceolata	Lanceleaf Coreopsis
5.90%	Delphinium ajacis	Rocket Larkspur
5.60%	Rudbeckia hirta	Blackeyed Susan
5.00%	Dianthus barbatus	Sweetwilliam
3.00%	Centaurea cyanus - Mixed	Bachelor's Button - Mixed
3.00%	Centaurea cyanus	Bachelor's Button - Blue
3.00%	Chrysanthemum maximum	Shasta Daisy
2.00%	Heliopsis helianthoides, PA Ecotype	Oxeye Sunflower, PA Ecotype
1.40%	Baptisia australis, Southern WV Ecotype	Blue False Indigo, Southern WV Ecotype
1.20%	Liatris spicata, PA Ecotype	Marsh Blazing Star, PA Ecotype
1.00%	Zizia aurea, PA Ecotype	Golden Alexanders, PA Ecotype
1.00%	Eschscholzia californica	California Orange Poppy
1.00%	Echinacea pallida	Pale Purple Coneflower
1.00%	Asclepias incarnata, PA Ecotype	Swamp Milkweed, PA Ecotype
0.80%	Rudbeckia triloba, WV Ecotype	Browneyed Susan, WV Ecotype
0.80%	Penstemon digitalis, PA Ecotype	Tall White Beardtongue, PA Ecotype
0.80%	Pycnanthemum tenuifolium	Narrowleaf Mountainmint
0.70%	Aster oblongifolius, PA Ecotype	Aromatic Aster, PA Ecotype
0.60%	Coreopsis tinctoria	Plains Coreopsis
0.60%	Eryngium yuccifolium, OH Ecotype	Rattlesnake Master, OH Ecotype
0.50%	Asclepias tuberosa	Butterfly Milkweed
0.50%	Agastache foeniculum	Anise (Lavender) Hyssop
0.50%	Aster lateriflorus	Calico Aster
0.50%	Penstemon hirsutus	Hairy Beardtongue
0.50%	Monarda fistulosa, Fort Indiantown Gap-PA Ecotype	Wild Bergamot, Fort Indiantown Gap-PA Ecotype
0.50%	Solidago speciosa, Southern WV Ecotype	Showy Goldenrod, Southern WV Ecotype
0.40%	Papaver rhoeas, Red	Corn Poppy, Red
0.40%	Papaver rhoeas, Shirley Mix	Corn Poppy/Shirley Mix
0.40%	Ratibida pinnata, OH Ecotype	Grey Headed Coneflower, OH Ecotype
0.40%	Eragrostis spectabilis, RI Ecotype	Purple Lovegrass, RI Ecotype
0.20%	Aster laevis, NY Ecotype	Smooth Blue Aster, NY Ecotype
0.20%	Pycnanthemum incanum, MD Ecotype	Hoary Mountainmint, MD Ecotype
0.10%	Blephilia ciliata, OH Ecotype	Downy Pagoda Plant, OH Ecotype
0.10%	Solidago juncea, PA Ecotype	Early Goldenrod, PA Ecotype
0.10%	Aster pilosus, PA Ecotype	Heath Aster, PA Ecotype
0.10%	Aster sagittifolius, PA Ecotype	Arrowleaf Aster, PA Ecotype

Seeding Rate: 8-11 lb per acre with 30 lbs/acre of a cover crop. For a cover crop use either grain oats (1 Jan to 31 Jul) or grain rye (1 Aug to 31 Dec).

Grasses & Grass-like Species, Herbaceous Flowering Species, Mixes, Pollinator Favorites, Uplands & Meadows

Designed specifically to attract hummingbirds, butterflies and other native pollinators. Mix formulations are subject to change without notice depending on the availability of existing and new products. While the formula may change, the guiding philosophy and function of the mix will not.

Conservation Shade Mix - ERNMX-129

	Botanical Name	Common Name
30.00%	Festuca rubra	Creeping Red Fescue
30.00%	Festuca rubra ssp. commutata	Chewings Fescue
20.00%	Lolium multiflorum	Annual Ryegrass
10.00%	Poa trivialis	Rough Bluegrass
10.00%	Poa pratensis, 'Baron'	Kentucky Bluegrass, 'Baron'

100.00%

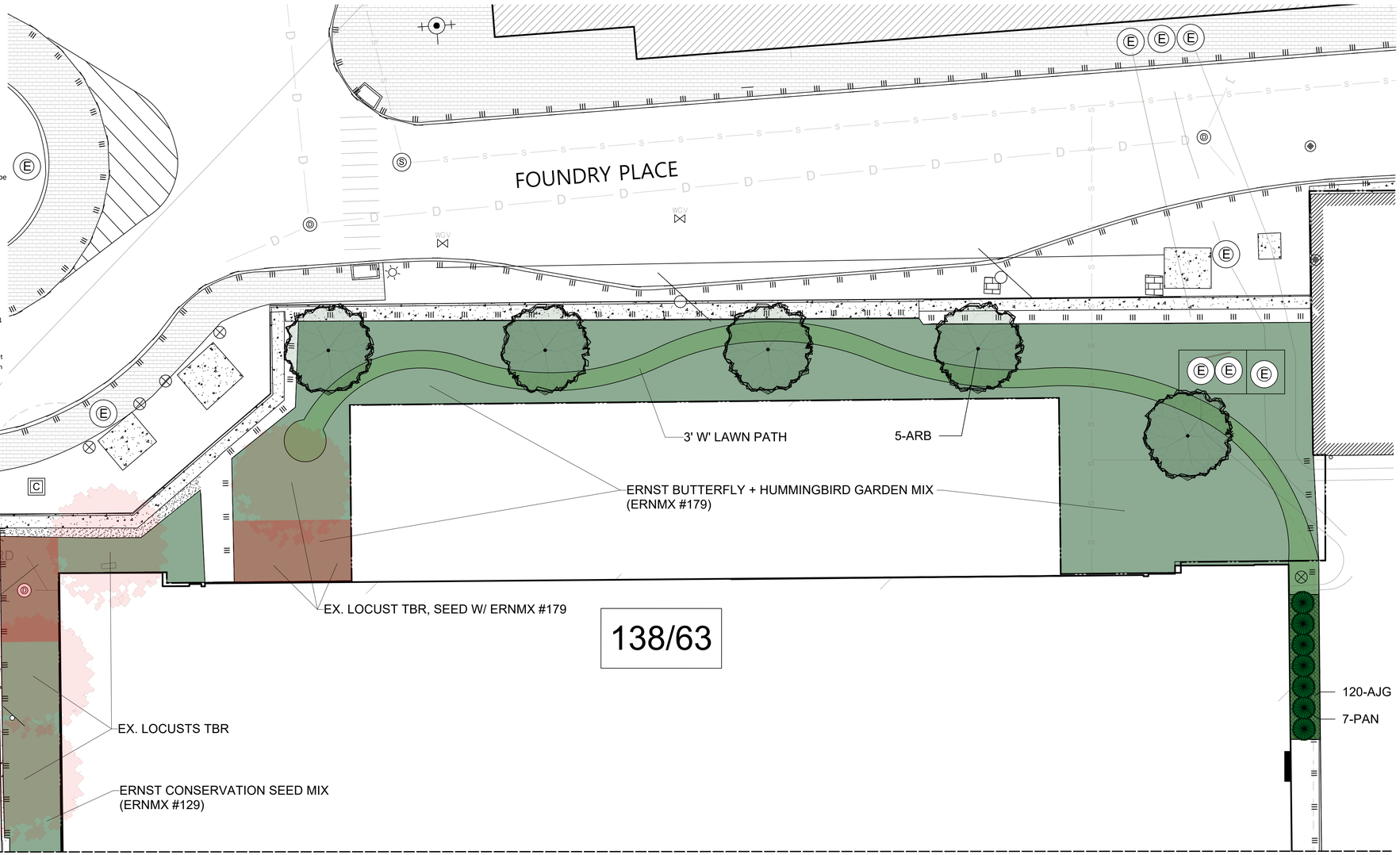
Seeding Rate: 100-200 lb per acre, or 3-5 lb per 1,000 sq ft

Grasses & Grass-like Species, Lawn & Turfgrass Sites, Mixes

While designed for deep-shaded areas, this mix requires at least 2 hours of sunlight daily. The fescues and bluegrasses are shade tolerant and blend very well together. Mix formulations are subject to change without notice depending on the availability of existing and new products. While the formula may change, the guiding philosophy and function of the mix will not.

Plant List (Sheet L-1B)

ID	Qty	Botanical Name	Common Name	Scheduled Size	Mature Height	Mature Spread	Growth Habit	Tolerances	Requirements
ARB	5	Acer rubrum 'Bowhall'	Bowhall Red Maple	1 1/2 - 2" Cal.	40-60 ft.	10-15 ft.	Upright, Pyramidal	Urban, Wet Soils	Full/Partial Sun, Moist Soil



PLEASE NOTE: SHEET SIZE IS SCALED FOR ASME D . DO NOT REDUCE OR ENLARGE.

terra *firma*
landscape architecture

165.a Court Street Portsmouth, NH 03801
603.531.9109 | terrence@terrafirmalandarch.com

361 HANOVER

Project Title

361 HANOVER STREET
PORTSMOUTH, NH

TERRENCE P. PARKER
LICENSED LANDSCAPE ARCHITECT
STATE OF NEW HAMPSHIRE
041

Landscape Architect

Scale
1:120

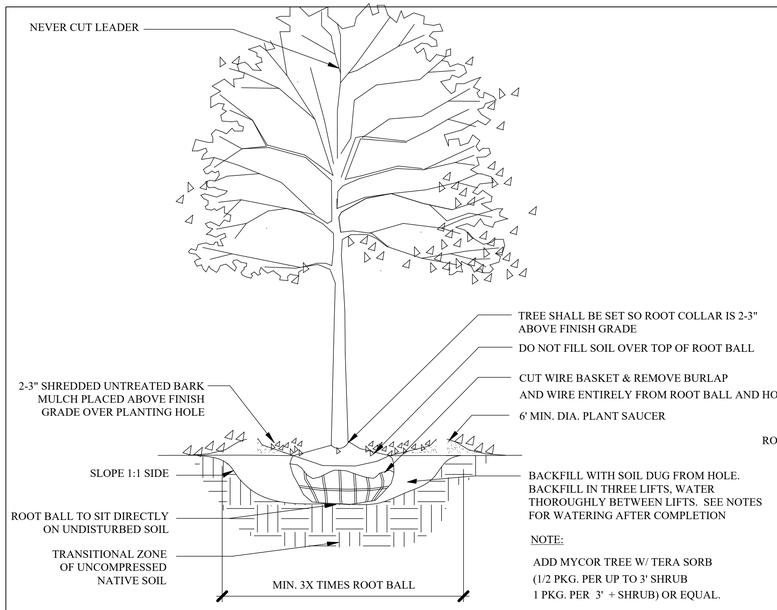
REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager | Drawn By
Date: 9/2/2026 | Reviewed By
Project ID: 361 HANOVER ST.

Sheet Title
LANDSCAPE PLAN

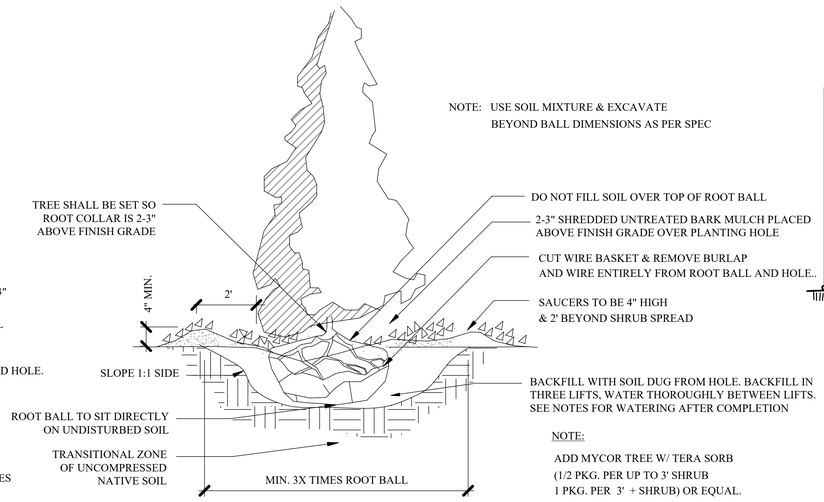
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L-1B



NOTE:

ADD MYCOR TREE W/ TERA SORB
(1/2 PKG. PER UP TO 3' SHRUB
1 PKG. PER 3' + SHRUB) OR EQUAL.

1 / L-2 TREE PLANTING - 2"+ CAL.
SCALE: NTS

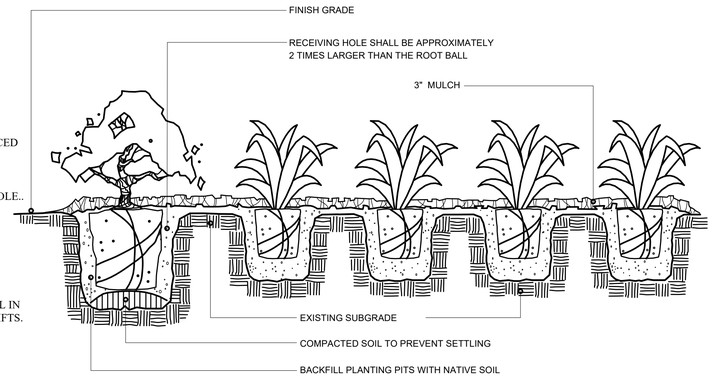


NOTE: USE SOIL MIXTURE & EXCAVATE BEYOND BALL DIMENSIONS AS PER SPEC

NOTE:

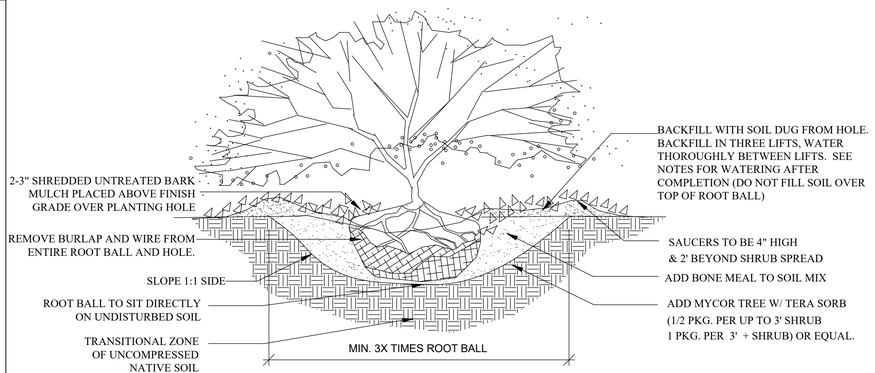
ADD MYCOR TREE W/ TERA SORB
(1/2 PKG. PER UP TO 3' SHRUB
1 PKG. PER 3' + SHRUB) OR EQUAL.

2 / L-2 PYRAMIDAL EVERGREEN TREE PLANTING
SCALE: NTS

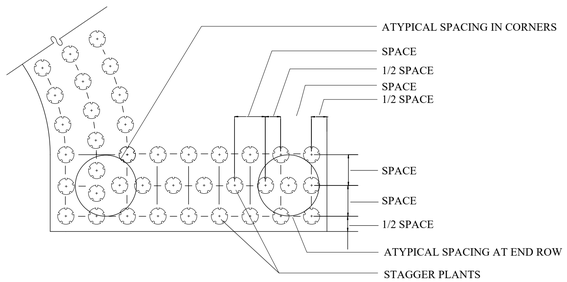


NOTE: SHRUBS SHALL BE PLANTED A MINIMUM OF 1" & NO MORE THAN 2" ABOVE FINISH GRADE, DEPENDING UPON SITE CONDITIONS.

3 / L-2 SHRUB/GROUND COVER PLANTING DETAIL
SCALE: NTS



4 / L-2 B&B SHRUB PLANTING
SCALE: NTS



NOTES:

1. PLACE PLANTS IN BED AS SHOWN, SPACING AS SPECIFIED IN PLANT SCHEDULE.
2. GROUNDCOVER SHALL BE TRIANGULAR SPACED IN ROWS PARALLEL TO STRAIGHT EDGES AND SHALL BE EVENLY SPACED IN ROWS PARALLEL TO CURVE EDGES.

5 / L-2 GROUND COVER SPACING DETAIL
SCALE: NTS

CITY OF PORTSMOUTH PLANTING REQUIREMENTS

1. All planting holes shall be dug by hand- NO MACHINES. The only exceptions are new construction where new planting pits, planting beds with granite curbing, and planting sites with Silva Cells are being created. If a machine is used to dig in any of these situations and planting depth needs to be raised the material in the bottom of the planting hole MUST be firmed with machine to prevent sinking of the root ball.
2. ALL Wire and Burlap shall be removed from the root ball AND planting hole.
3. The root ball of the tree shall be worked so that the root collar of the tree is visible and no girdling roots are present.
4. The root collar of the tree shall be 2"-3" above grade of planting hole for finished depth.
5. All plantings shall be backfilled with soil from the site and amended no more than 20% with Organic Compost. The only exceptions are new construction where engineered soil is being used in conjunction with Silva Cells and where new planting beds are being created.
6. All plantings shall be backfilled in three lifts and ALL lifts shall be watered so the planting will be set and free of air pockets- NO EXCEPTIONS.
7. An earth berm shall be placed around the perimeter of the planting hole except where curbed planting beds or pits are being used.
8. 2"-3" of mulch shall be placed over the planting area.
9. At the time the planting is complete the planting shall receive additional water to ensure complete hydration of the roots, backfill material and mulch layer.
10. Stakes and guys shall be used where appropriate and/or necessary. Guy material shall be nondamaging to the tree.
11. All planting stock shall be specimen quality, free of defects, and disease or injury. The City of Portsmouth, NH reserves the right to refuse/reject any plant material or planting action that fails to meet the standards set forth in the ANSI A300 Part 6 Standard Practices for Planting and Transplanting and/or The City of Portsmouth, NH Planting Requirements.

LANDSCAPE NOTES:

1. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
2. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON THE DRAWINGS.
3. ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
4. ALL PLANT SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
5. ALL PLANT MATERIALS SHALL BE EXACTLY AS SPECIFIED BY THE LANDSCAPE ARCHITECT. IF PLANT SPECIES CULTIVARS ARE FOUND TO VARY FROM THAT SPECIFIED AT ANY TIME DURING THE GUARANTEE PERIOD, THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO HAVE THE CONTRACTOR REPLACE THAT PLANT MATERIAL. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT DELIVERED TO THE SITE FOR AESTHETIC REASONS BEFORE PLANTING. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE QUALITY FOR ALL THE PLANTS.
6. PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, UPON DELIVERY OR AT THE JOB SITE WHILE WORK IS ON-GOING TO CONFORMITY TO SPECIFIED QUALITY, SIZE AND VARIETY.
7. PLANTS FURNISHED IN CONTAINERS SHALL HAVE THE ROOTS WELL ESTABLISHED IN THE SOIL MASS AND SHALL HAVE AT LEAST ONE (1) GROWING SEASON. ROOT-BOUND PLANTS OR INADEQUATELY SIZED CONTAINERS TO SUPPORT THE PLANT MAY BE DEEMED UNACCEPTABLE.
8. NO PLANT SHALL BE PUT IN THE GROUND BEFORE GRADING HAS BEEN FINISHED AND APPROVED BY THE LANDSCAPE ARCHITECT.
9. ALL PLANTS SHALL BE INSTALLED AND DETAILED PER PROJECT SPECIFICATIONS.
10. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL BE WATERED WEEKLY, OR MORE OFTEN IF NECESSARY, DURING THE FIRST GROWING SEASON.
11. ALL PLANTS SHALL BE GUARANTEED BY THE CONTRACTOR FOR NOT LESS THAN ONE FULL YEAR FROM THE TIME OF PROVISIONAL ACCEPTANCE. DURING THIS TIME, THE OWNER SHALL MAINTAIN ALL PLANT MATERIALS IN THE ABOVE MANNER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PLANTS TO ENSURE PROPER CARE. IF THE CONTRACTOR IS DISSATISFIED WITH THE CARE GIVEN, HE SHALL IMMEDIATELY, AND IN SUFFICIENT TIME TO PERMIT THE CONDITION TO BE RECTIFIED, NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OR OTHERWISE FORFEIT HIS CLAIM. LANDSCAPE CONTRACTOR SHALL PRUNE PLANTINGS OF DEAD LIMBS OR TWIGS DURING THE FIRST YEAR OF GROWTH.
12. FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT WILL BE MADE UPON THE CONTRACTOR'S REQUEST AFTER ALL CORRECTIVE WORK HAS BEEN COMPLETED.
13. LANDSCAPE CONTRACTOR SHOULD REPLACE DEAD PLANTINGS IMMEDIATELY UPON OWNER DIRECTION WITHIN THE WARRANTY PERIOD AND AGAIN AT THE END OF THE GUARANTEE PERIOD, THE CONTRACTOR SHALL HAVE REPLACED ANY PLANT MATERIAL THAT IS MISSING, NOT TRUE TO SIZE AS SPECIFIED, THAT HAVE DIED, THAT HAVE LOST THEIR NATURAL SHAPE DUE TO DEAD BRANCHES, EXCESSIVE PRUNING OR INADEQUATE OR IMPROPER CARE, OR THAT ARE, IN THE OPINION OF THE LANDSCAPE ARCHITECT, IN UNHEALTHY OR UNSIGHTLY CONDITION.
14. ALL LANDSCAPE AREAS TO BE GRASS COMMON TO REGION EXCEPT FOR INTERIOR LANDSCAPED ISLANDS OR WHERE OTHER PLANT MATERIAL IS CALLED FOR.
15. ALL TREES AND SHRUBS TO BE PLANTED IN MULCH BEDS WITH DEFINED AND CUT EDGES TO SEPARATE TURF GRASS AREAS.
16. FOR ANY LANDSCAPE AREA SO DESIGNATED TO REMAIN, WHETHER ON OR OFF-SITE, REMOVE WEEDS, ROCKS, CONSTRUCTION ITEMS, ETC., THEN APPLY GRASS SEED OR PINE BARK MULCH AS DEPICTED ON PLANS.
17. LANDSCAPE CONTRACTOR SHALL FEED AND PRUNE EX. TREES, ON OR JUST OFF SITE, THAT HAVE EXPERIENCED ROOT BASE INTRUSION OR DAMAGE DURING CONSTRUCTION IMMEDIATELY AND FOR THE DURATION OF THE WARRANTY PERIOD AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.
18. EXISTING TREES TO REMAIN SHALL BE PROTECTED WITH TEMPORARY SNOW FENCING AT THE EDGE OF THE EX. TREE CANOPY THE CONTRACTOR SHALL NOT STORE VEHICLES OR MATERIALS WITHIN THE LANDSCAPED AREAS. ANY DAMAGE TO EXISTING TREES, SHRUBS OR LAWN SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
19. ALL MULCH AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED PINE BARK MULCH.
20. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH PROJECT SPECIFICATIONS.

NOTE: 6 INCHES OF TOPSOIL WITH 25% COMPOST TO BE ADDED TO ALL PLANTING AREAS

PLEASE NOTE: SHEET SIZE IS SCALED FOR ASME D . DO NOT REDUCE OR ENLARGE.

terra firma
landscape architecture



165.a Court Street Portsmouth, NH 03801
603.551.9109 | terrence@terrafirmalandarch.com

Project Title
361 HANOVER
361 HANOVER STREET
PORTSMOUTH, NH

TERRENCE P. PARKER — LICENSED LANDSCAPE ARCHITECT — 041 — STATE OF NEW HAMPSHIRE

Landscape Architect

Scale
AS NOTED

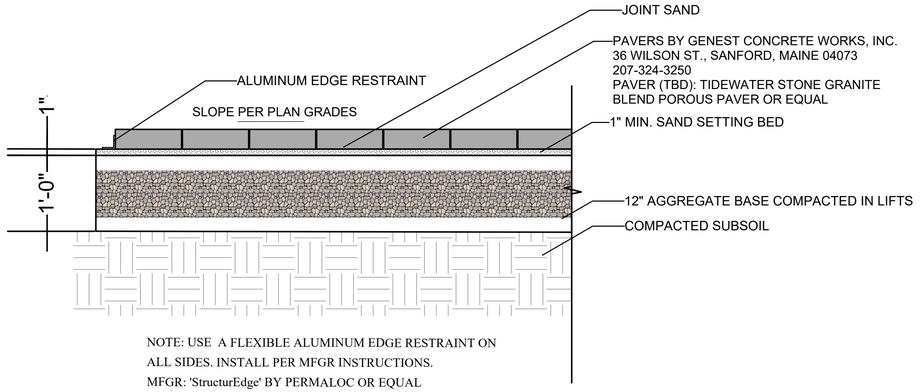
REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager | Drawn By
Date 9/11/2026 | Reviewed By
Project ID 361 HANOVER ST.

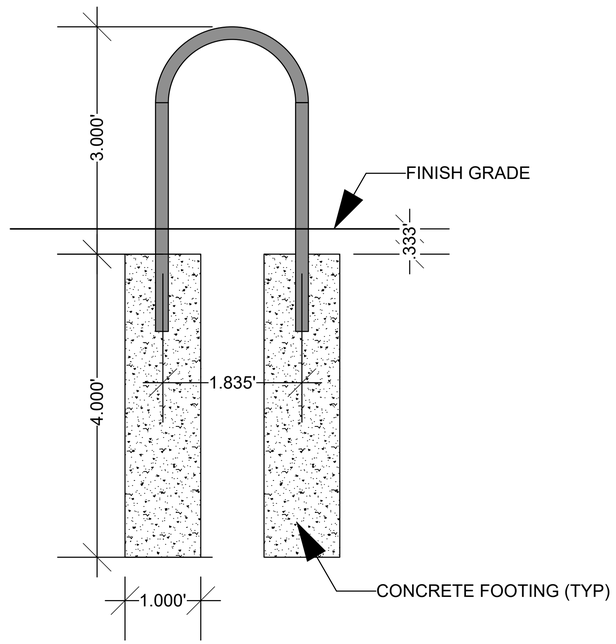
Sheet Title
LANDSCAPE DETAILS

Sheet No.
L-2



1 / L-3

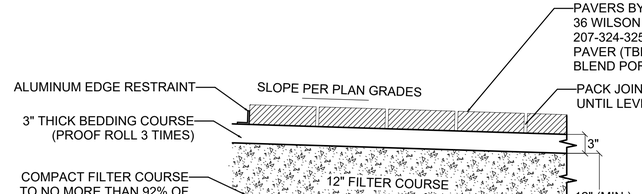
CONCRETE PAVER DETAIL
SCALE: 1"=1'-0"



PARK WAREHOUSE U BIKE RACK OR EQUAL

3 / L-3

BIKE RACK DETAIL
SCALE: 1"=1'-0"



NOTE: CONTRACTOR SHALL SUBMIT SIEVE ANALYSIS FOR EACH COURSE MATERIAL TO PROJECT LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLACEMENT.

USE A FLEXIBLE ALUMINUM EDGE RESTRAINT ON ALL SIDES. INSTALL PER MFGR INSTRUCTIONS.
MFGR: 'StructurEdge' BY PERMALOC OR EQUAL

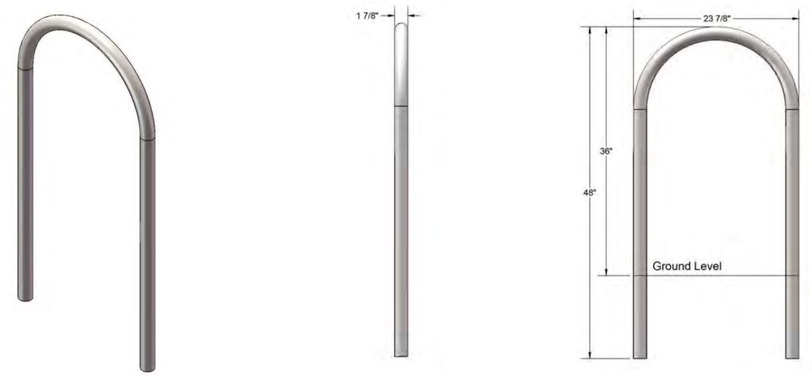
2 / L-3

POROUS PAVER DETAIL (OPTIONAL)
SCALE: 1"=1'-0"

PARK WAREHOUSE

U Bike Rack – Inground Mount

Model #: 622br205-1



Side View

Front View

PARK WAREHOUSE

U Bike Rack – Inground Mount

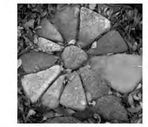
Model #: 622br205

Safety Warnings & Equipment Inspection:

- Owners and installers please note these safety warnings and make use of this checklist on a regular basis.
- Follow installation instructions when erecting equipment.
- Ground surfaces around equipment should be restored as needed. Concrete footings should never be exposed. Surface depth should comply with ASTM and CPSC specifications.
- Check for and repair damage caused by wear or vandalism, a major factor in injury causing situation.
- All protruding bolts should be covered or cut off and finished smooth. Sharp edges on pipes should be capped or removed. Check for bent, broken, or severely worn pipe, and replace.
- All equipment should be free of rust and repainted whenever necessary to deter rusting.
- We provide our customers with layout sheets and installation instructions. Please keep on file the specifications sheet that contains the listing of every part used.
- Never add components not intended for use with this product
- Regular maintenance is necessary in this and all park and recreational equipment to ensure the safety of the user.
- Note: Proper maintenance of equipment requires regular tightening of all bolts, nuts, and setscrews.
- Note: Regular checking of all parts, castings, etc. should be made. If a part is broken or worn, it should be replaced immediately.
- Check to be sure all fittings are tight, and that bars and pipes do not move.
- Replace all worn S-hooks. S-hooks must be completely closed. Failure to close S-hooks can result in serious injury to the user. NEVER reuse S-hooks.
- Test for free movement of swing hanger and other moving attached parts.
- Check for worn chains and replace them
- A soft resilient surface should be placed under all swings extending at least twice the height of the top rail both front and back.

PLEASE NOTE: SHEET SIZE IS SCALED FOR ASME D . DO NOT REDUCE OR ENLARGE.

terra firma
landscape architecture

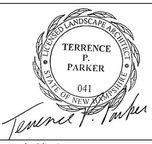


165-a Court Street Portsmouth, NH 03801
603.531.9109 | terrence@terrafirmalandarch.com

Project Title

361 HANOVER

361 HANOVER STREET
PORTSMOUTH, NH



Landscape Architect

Scale

AS NOTED

REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager | Drawn By

Date 9/2/2026 | Reviewed By

Project ID 361 HANOVER ST.

Sheet Title

LANDSCAPE DETAILS

Sheet No.

L-3

City of Portsmouth

Department of Public Works

Request for inclusion on a City Council Agenda

TO:	Karen Conard, City Manager
CC:	Carl Weber, Deputy City Manager Sally Kellar, City Clerk Jessica Griffin, Asst. to the City Manager
FROM:	Peter Rice, Director of Public Works
DATE:	11/5/2026
AGENDA ITEM:	Active City Encumbrances Report

REQUESTED MEETING DATE: 11/16/2026

RECOMMENDED BY: Peter Rice, Director of Public Works

STAFF RECOMMENDATION:

On December 8, 2025, the City Council approved an amendment to Chapter 6 which consolidated all references to licenses and permits for encumbering City property into one ordinance. The ordinance provides that the City Manager will provide the City Council with monthly written reports for all permits for temporary encumbrances. The Council's acceptance of the report constitutes its acceptance and endorsement of the permits listed. The attached Active City Encumbrances Report should be included under the Consent Agenda for acceptance by the Council.

Proposed Motion: Move to accept the Active City Encumbrances Report as presented.

Active Encumbrance Permits

Record #	Encumbrance Requested	Applicant Name	Address	Start Date	Completion Date	Work Detail
ENCM-26-60	30-Day	409 Franklin Pierce HWY LLC	24 Market St	10/21/2026	11/20/2026	Replace wood siding. Using walk-through staging. **WORK DATES UPDATED Original dates:8/31-9/29/26.**
ENCM-26-65	30-Day	CT Tree Service	86 Farm Lane	11/4/2026	12/4/2026	Crane assisted tree removal with roadway interference and flaggers. 1 day of work.
ENCM-26-69	30-Day	Olliver Mechanical Inc	99 Foundry Place	10/29/2026	10/29/2026	Using boom lift to repair exhaust vents on façade.
ENCM-26-73	30-Day	Milestone Construction	2 Congress St	10/19/2026	11/21/2026	North Church steeple repair using lift. Construction fence around entire work area.
ENCM-26-80	30-Day	JG Painting LLC	34 Ceres St	10/20/2026	11/13/2026	Using lift to paint wall above roadway.
ENCM-26-82	30-Day	Knowles Tree Service	30 Maplewood Ave	10/29/2026	10/29/2026	Trim arborvitae from roof crane in parking spot.
ENCM-26-83	30-Day	Shawn Babineau Construction	90 Fleet Street	10/19/2026	10/30/2026	Window repairs using lift.
ENCM-26-84	30-Day	Minute Men Painters LLC	47 Market St	10/23/2026	11/21/2026	Paint storefront and floors 2 and 3 with ladders and lift. Also working in Commercial Alley
ENCM-26-85	30-Day	J Carnes & Son Roofing	199 McDonough St	12/1/2026	12/2/2026	Remove and replace roof shingles.
ENCM-26-86	30-Day	Torrington Properties	101 Market St Units 1, 3, 5	11/2/2026	11/14/2026	Repair window trim and repair roof damage using motorized lifts.
ENCM-26-87	30-Day	Knowles Tree Service	10 Grapevine Run	11/23/2026	11/23/2026	Chipper on sidewalk for tree removal.
ENCM-26-88	30-Day	Knowles Tree Service	728 State St Unit 1	11/23/2026	11/23/2026	Trimming tree on wires and blocking Winter St.
ENCM-26-89	30-Day	Knowles Tree Service	369 Wibird st	11/13/2026	11/13/2026	Removal of tree with crane and chipper in roadway.
ENCM-26-90	30-Day	Budel Construction Corpi	44 Market St	11/10/2026	12/1/2026	Installing walk-through staging to replace 2nd and 3rd floor windows.
ENCM-26-91	30-Day	Highstreet Insurance	242 State St Unit 1	11/9/2026	11/11/2026	Dumpster in parking space in front of bottom floor for office move.

Previously reported to Council.

PORTSMOUTH SCHOOL DEPARTMENT

NEW FRANKLIN ELEMENTARY SCHOOL

JOANNE M. SIMONS, CAGS
PRINCIPAL

"THE PURPOSE OF THE PORTSMOUTH SCHOOLS IS TO EDUCATE ALL STUDENTS BY CHALLENGING THEM TO BECOME THINKING, RESPONSIBLE, CONTRIBUTING CITIZENS WHO CONTINUE TO LEARN THROUGHOUT THEIR LIVES."

October 29, 2026

Dear Ms. Conard,

Mr. Rice told us to write to you.

We have a special request for a one night lighting of Memorial Bridge.

To honor Dr. Martin Luther King Jr. we hope to light the bridge yellow and green, and red if possible. These 3 colors are the traditional pan colors of Africa. We want our city to honor him and his legacy and have a visual reminder of what the holiday is about.

This year the holiday is on Mon. Jan 18th.

We are part of the city so can you please not charge us?

We hope you will agree that this is the right thing to do.

Sincerely,

Representatives of grade 3 at New Franklin School,

Mrs. A

Ms. L. Imay, LMS.

emargot.L Bennett

callie

Sally.C

Dominick

Ava H.

Pepper. B

anson.M

Calvin.M

Tilly.D

Elodie

Imogen.N

Outlook

City Council Website Contact Form

From City of Portsmouth <webformsubmission@portsmouthnh.gov>
Date Fri 10/30/2026 10:48 AM
To Webform Submission <webformsubmission@portsmouthnh.gov>
Cc City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>; Trevor McCourt <tmccourt@portsmouthnh.gov>

Submitted on Fri, 10/30/2026 - 10:48

Submitted by: Anonymous

Submitted values are:

First Name
Evelyn

Last Name
Summermatter

Email
[redacted]

Subject
Workforce parking

Address
{Empty}

Message
Yesterday I had five separate customers hold up the line during the lunch rush to tell me how easy it has been for them to park in the Parrott Ave lot. Lots of Hooplahs for all of your attention to this. I have only heard from workforce. I'm curious if the residents are OK with the changes as well. If anyone has heard feedback, please give me a shout.

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

{Empty}

*subject Subject

Outlook

City Council Website Contact Form

From City of Portsmouth <webformsubmission@portsmouthnh.gov>
Date Mon 11/2/2026 1:27 PM
To Webform Submission <webformsubmission@portsmouthnh.gov>
Cc City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>; Trevor McCourt <tmccourt@portsmouthnh.gov>

Submitted on Mon, 11/02/2026 - 13:27

Submitted by: Anonymous

Submitted values are:

First Name
Patty

Last Name
Keck

Email
[redacted]

Subject
Memorial bench

Address
[redacted]
Portsmouth nh, New Hampshire. 03801

Message
I am looking to have a memorial bench when I die (many years from now). Can you send the donation, have the bench installed, then have the plaque later? Or would you need to have the
Plaque engraved the same time you donate for the bench? I have seen some plaques where peoples names say the date they were born but not yet the day they died. please advise.

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

{Empty}

*subject Subject

Outlook

City Council Website Contact Form

From City of Portsmouth <webformsubmission@portsmouthnh.gov>
Date Tue 11/3/2026 8:56 PM
To Webform Submission <webformsubmission@portsmouthnh.gov>
Cc City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>; Trevor McCourt <tmccourt@portsmouthnh.gov>

Submitted on Tue, 11/03/2026 - 20:56

Submitted by: Anonymous

Submitted values are:

First Name
Tyler

Last Name
Garzo

Email
[redacted]

Subject
Downtown Workers COAST Bus Passes

Address
[redacted]
Portsmouth, New Hampshire. 03801

Message
Dear Mayor & Councilors,

On October 26, Council chose to further expand below market parking for downtown workers. I'd ask that the City also offer those workers free COAST bus passes.

Right now a downtown worker can park for 12 hours for $3, while a COAST round trip costs $4. We're pricing the bus out of competition.

The City already knows exactly who's in the program, since participants register and show a payroll statement at every purchase. Offering them a bus pass would be simple.

Free bus passes for program participants, paid from parking revenue, would give workers a real choice and save garage space for when we need it.

Thank you,
Tyler Garzo

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

{Empty}

*subject Subject

Outlook

City Council Website Contact Form

From City of Portsmouth <webformsubmission@portsmouthnh.gov>
Date Thu 11/5/2026 9:28 AM
To Webform Submission <webformsubmission@portsmouthnh.gov>
Cc City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>; Trevor McCourt <tmccourt@portsmouthnh.gov>

Submitted on Thu, 11/05/2026 - 09:28

Submitted by: Anonymous

Submitted values are:

First Name
Effie

Last Name
Malley

Email
[redacted]

Subject
Response re CIP 26 22: Electrification of City Fleet and general vehicle purchasing

Address
[redacted]
Portsmouth, New Hampshire. 03801 4533

Message
The Sustainability Committee submitted a request to fund EV charging infrastructure or light duty electric vehicles to speed up electrification of the City fleet. The Committee agrees with the staff recommendation that a consultant study is the right first step and appropriate for the CIP. Specifically, the Committee hopes the study will review EV fleet plans from other municipalities, identify funding opportunities, estimate both costs and savings, analyze charging infrastructure needs, give an initial assessment of heavy vehicles, and lay out a phased plan for electrifying the fleet.

In addition, the Committee recommends that the City not wait for the study to increase EV purchases. As the October 26 Council work session on rolling stock showed, many City vehicle purchases happen outside the capital budget. Each vehicle replaced in the next few years is a chance to choose an electric option. Those purchases will stay in service for years and will shape the City's emissions long

after the study is finished.

The Climate Action Plan goal and the Council's target is net-zero emissions from City government operations by 2040. With that timeline, the City will need to electrify its fleet faster than it is currently. Several trends support starting soon: the price gap between gas and electric vehicles keeps narrowing; fuel costs are rising; and EV maintenance savings are significant. Of course, the health benefits and emissions reductions are substantial.

Thank you for your consideration.

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

{Empty}

*subject Subject

Outlook

City Council Website Contact Form

From City of Portsmouth <webformsubmission@portsmouthnh.gov>
Date Fri 11/6/2026 2:15 PM
To Webform Submission <webformsubmission@portsmouthnh.gov>
Cc City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>; Trevor McCourt <tmccourt@portsmouthnh.gov>

Submitted on Fri, 11/06/2026 - 14:14

Submitted by: Anonymous

Submitted values are:

First Name
Mark

Last Name
Gianniny

Email
[redacted]

Subject
Portsmouth Downtown Workforce Parking Program

Address
{Empty}

Message
I am writing as both a small business owner and a Portsmouth resident to express my concern regarding the recent decision to limit participation in the Downtown Workforce Parking Program to certain professions and business categories, effectively excluding professional offices.

As the current owner of a small architectural firm that has been located in downtown Portsmouth for almost 30 years, I believe this decision misses an important part of the program's intent as it was discussed by the council before the most recent changes were approved. Workforce parking should be about supporting the people who work downtown and helping local businesses attract and retain employees, regardless of the particular industry or profession in which they work.

My employees, along with others working in similar professional fields, have already submitted applications and been denied participation in the program. Compounding this issue, it was not

previously clear that the revised program regulations would distinguish eligibility based on an individual's field of work or profession. The lack of clarity has left many downtown employees and employers surprised to find themselves excluded from a program intended to support the downtown workforce.

Small professional offices are an important part of Portsmouth's downtown business community. Architecture, engineering, legal, accounting, consulting, and other professional service firms employ people who contribute to the local economy, support downtown restaurants and retailers, landlords and help sustain the vitality of our city center. Our employees are just as much a part of the downtown workforce as those employed in the professions currently eligible for the program.

For a small business like mine leasing office space without the option of off-street parking, parking is a real consideration when recruiting and retaining employees. Unlike larger organizations, we have limited resources and few options for providing employee parking. The ability to participate in a reasonably priced workforce parking program would be a meaningful benefit to our staff and would help us remain competitive with employers outside of downtown.

I also question the rationale for distinguishing between professions when the underlying issue is the same: people need a practical and affordable way to get to work. Excluding professional offices does not encourage more people to work downtown, nor does it support the small businesses that have made a commitment to maintaining a downtown presence. In fact, it creates an uneven playing field between businesses that are otherwise contributing equally to the economic vitality of Portsmouth.

As a Portsmouth resident, I value the character and economic diversity of our downtown. I believe the City should be encouraging a broad mix of businesses to locate and remain here, rather than creating parking policies that favor certain industries over others.

I respectfully ask the City Council and Parking Committee to reconsider the current regulations and revisit the eligibility requirements for the Downtown Workforce Parking Program. The program should be inclusive of all downtown businesses and their employees, including professional offices and small businesses, rather than being restricted by profession or business classification.

The goal should be simple: support the people who work in downtown Portsmouth and the businesses that provide those jobs.

Thank you for your consideration. I would welcome the opportunity to participate in further discussion and hope the City will reconsider this policy.

Sincerely,
Mark Gianniny, AIA
Principal

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

{Empty}

*subject Subject

Outlook

City Council Website Contact Form

From City of Portsmouth <webformsubmission@portsmouthnh.gov>
Date Sun 11/8/2026 4:07 PM
To Webform Submission <webformsubmission@portsmouthnh.gov>
Cc City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>; Trevor McCourt <tmccourt@portsmouthnh.gov>

Submitted on Sun, 11/08/2026 - 16:07

Submitted by: Anonymous

Submitted values are:

First Name
Marie

Last Name
Lyford

Email
[redacted]

Subject
Spinnaker gym locker room floor safety

Address
[redacted]
Portsmouth, New Hampshire. 03801

Message
I am writing as I fell at the Spinnaker Point gym ladies locker room yesterday. I got pretty banged up, foot, back, ankle, knee and out of commission for awhile. Can you please find a way to make that floor safer as I am not the first to fall. They put these blue plastic things in there which have made it less safe than without as they are slippery and do not lay flat on floor. The blue plastic thing was why I fell and I was being careful. There are other rugs or mats that can be put down that will not cause people to fall. I appreciate your prompt attention to this matter.

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

{Empty}

*subject Subject

On Mon, 26 Oct 2026 23:04:47 +0000 (UTC), Mike Lucas [redacted] wrote:

Hi Beth,

I am resigning my position as an Alternative, Portsmouth Zoning Board of Adjustment effective immediately. I have accepted a new job in the Chicago area and will be there during the work week. I will be in Portsmouth next week and will drop off my iPad and handbook. Please let me know if you need anything else.

Mike Lucas

Portsmouth, NH

October 29, 2026

Dear Mayor and City Councilors,

I am writing to formally announce my departure from the **Portsmouth Housing Endowment Advisory Board** for the City of Portsmouth, effective 10/29/2026.

It has been a pleasure to serve on the committee and contribute to its work on behalf of the Portsmouth community. After careful consideration, I have decided that it is time for me to step away from this volunteer commitment. I remain appreciative of the committee's work and wish you all continued success in your efforts to serve the city and its residents.

Sincerely,

Anne Poubeau

[redacted]

Portsmouth, NH 03801

Receipt Date:

10/28/26

City of Portsmouth, NH
Boards, Committees, and Commissions

INITIAL APPLICATION

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

Initial Application

Committee: Zoning Board of Adjustment

Name: Sarah Foster

Telephone: [redacted]

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

Yes X No ____

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

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

Street address: [redacted] Portsmouth NH 03801

Mailing address (if different): ____

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

[redacted]

How long have you been a resident of Portsmouth? 3 years

Occupational background:

Research Administration

City of Portsmouth, NH
Boards, Committees, and Commissions

INITIAL APPLICATION

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

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

I work with detailed contracts and a wide variety of agencies, stakeholders, non-profits etc.

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

Reasons for wishing to serve: I would like to become more involved in my community and provide the environmental element that Beth mentioned is missing.

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. Beth Margeson,
   Name, address, telephone number
2. Nancy Kinner
   Name, address, telephone number

By submitting this application you understand that:

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

Signature: Sarah Foster Date: 10.27.2026

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

Created: 2/18/25

CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

REAPPOINTMENT APPLICATION

Instructions: Please print or type and complete all information

Committee: Parking & Traffic Safety

Name: Barbara Sadick

Please confirm or update your contact information below:

Street Address: ☒ No Change ☐ Updated: _____

Mailing Address: ☒ No Change ☐ Updated: _____

Telephone Number: ☒ No Change ☐ Updated: _____

Email Address: ☒ No Change ☐ Updated: _____

Eligibility and Availability

Do you remain a resident of Portsmouth? ☒ Yes ☐ No

Changes to meeting availability? ☒ No ☐ Yes: _____

Continued Service

Do you wish to be considered for reappointment? ☒ Yes ☐ No

Interested in other boards if not reappointed? ☐ Yes ☒ No

Acknowledgment

By signing, you certify the above is accurate and understand that:

(1) Reappointment is at the discretion of the Mayor and City Council;
(2) Review and acknowledgment of the Volunteer Handbook is mandatory (information will be emailed to you and can be found on the City Clerk's webpage); and
(3) The taking of the Oath of Office and signing of the oath book at the City Clerk's office is required after appointment.

Signature: Barbara S Sadick Date: 10/20/26

Submit to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

5/7/2026

CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

REAPPOINTMENT APPLICATION

Instructions: Please print or type and complete all information

Committee: Planning Board

Name: Andrew Samonas

Please confirm or update your contact information below:

Street Address: ☐ No Change ☐ Updated: [redacted]

Mailing Address: ☐ No Change ☐ Updated: "

Phone Number: ☐ No Change ☐ Updated: [redacted]

Email Address: ☑ No Change ☐ Updated:

Eligibility and Availability

Do you remain a resident of Portsmouth? ☑ Yes ☐ No

Changes to meeting availability? ☑ No ☐ Yes:

Continued Service

Do you wish to be considered for reappointment? ☑ Yes ☐ No

Interested in other boards if not reappointed? ☐ Yes ☑ No

Acknowledgment

By signing, you certify the above is accurate and understand that:

(1) Reappointment is at the discretion of the Mayor and City Council;
(2) Review and acknowledgment of the Volunteer Handbook is mandatory (information will be emailed to you and can be found on the City Clerk's webpage); and
(3) The taking of the Oath Office and signing of the Oath book at the City Clerk's office is required after appointment.

Signature: [signature]

Date: 10/22/26

Submit to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801
or via email at cityclerk@portsmouthnh.gov

Form updated 5/19/2026

Rec'd 11/4/26

CITY OF PORTSMOUTH, N.H.
BOARDS AND COMMISSIONS

REAPPOINTMENT APPLICATION

Instructions: Please print or type and complete all information

Committee: Planning Board

Name: Rick Chellman

Please confirm or update your contact information below:

Street Address: ☒ No Change ☐ Updated: _____

Mailing Address: ☒ No Change ☐ Updated: _____

Phone Number: ☒ No Change ☐ Updated: _____

Email Address: ☒ No Change ☐ Updated: _____

Eligibility and Availability

Do you remain a resident of Portsmouth? ☒ Yes ☐ No

Changes to meeting availability? ☒ No ☐ Yes: _____

Continued Service

Do you wish to be considered for reappointment? ☒ Yes ☐ No

Interested in other boards if not reappointed? ☐ Yes ☒ No

Acknowledgment

By signing, you certify the above is accurate and understand that:

(1) Reappointment is at the discretion of the Mayor and City Council;

(2) Review and acknowledgment of the Volunteer Handbook is mandatory (information will be emailed to you and can be found on the City Clerk's webpage); and

(3) The taking of the Oath Office and signing of the Oath book at the City Clerk's office is required after appointment.

Signature: _____ Date: 11/2/26

Submit to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801
or via email at cityclerk@portsmouthnh.gov

Form updated 5/19/2026

Holiday Free Parking in City Garages

The holiday season is the most important stretch of the year for many downtown merchants, restaurants, and cultural venues. Offering three free hours in our garages each day invites residents and visitors from around the Seacoast to shop, dine, and spend time downtown. It also encourages drivers to use the garages instead of circling for on-street spaces, which helps traffic flow and keeps curbside parking turning over for quick stops.

Last year's program was well received by the business community and the public. Renewing it on the same terms sends a clear message that Portsmouth values its local businesses and wants downtown to be a welcoming destination during the holidays, while balancing good stewardship of city property.

We ask our colleagues to support this motion.

Best regards,

Andrew Bagley

PORTSMOUTH POLICE COMMISSION

MEMORANDUM

DATE: NOVEMBER 10, 2026
TO: KAREN CONARD, CITY MANAGER
FROM: ALBERT "BUZZ" SCHERR, PORTSMOUTH POLICE COMMISSION CHAIR
MARK D. NEWPORT, CHIEF OF POLICE
RE: GRANT

At the November 17, 2026 Police Commission meeting, the Board of Police Commissioners plans to approve and accepted the following grant:

a. **The OJJDP FY26 Continuation grant in the amount of $397,471 from the Office of Justice Programs for the NH Internet Crimes Against Children Task Force– aimed at funding their core investigative functions and support services.**

***Requesting City Council approval pending the Police Commission's approval/vote at their November 17, 2026 meeting.**

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their November 16, 2026, meeting.

Respectfully submitted,

Jacqueline D. Burnett
Office of the Chief

copies: PD Business Office

Department of Justice (DOJ)

Office of Justice Programs

Office of Juvenile Justice Delinquency Prevention

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF PORTSMOUTH NH 1 JUNKINS AVE
City, State and Zip:	PORTSMOUTH, NH 03801
Recipient UEI:	XTL2C874AZN7
Project Title: New Hampshire Internet Crimes Against Children Task Force	**Award Number:** 15PJDP-24-GK-04200-MECP
Solicitation Title: OJJDP FY 2026 Invited To Apply - Internet Crimes Against Children (ICAC) Task Forces	
Federal Award Amount: $397,471.00	**Federal Award Date:** 10/23/26
Awarding Agency:	Office of Justice Programs Office of Juvenile Justice Delinquency Prevention
Award Type:	Continuation
Supplement Number:	02
Funding Instrument Type:	CA
Opportunity Category: C **Assistance Listing:** 16.543 - Missing Children's Assistance	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/24	**Budget Period End Date:** 9/30/27

Project Description:
The mission of the New Hampshire Internet Crimes Against Children (ICAC) Task Force is to identify, investigate, and arrest criminals who use digital technologies to exploit children for personal or commercial gain. Through this award, the task force will conduct the following activities: (1) reactive investigations designed to prevent the manufacturing and distribution of child sexual abuse images; (2) proactive undercover investigations to monitor and infiltrate social networking sites and online chat rooms where a suspect poses a credible threat to children in cases such as: sexual solicitation, kidnapping, extortion, terrorizing, or any act which by its nature endangers a juvenile; (3) CyberTip Investigations in cases such as: child abuse and child neglect investigations as well as reports of missing children, human trafficking and child prostitution; (4) proactive and reactive investigations into online merchants which purport to provide or facilitate services that exploit or endanger children; (5) providing technical and digital forensic assistance to the New Hampshire State Police's Child Abduction Response Team; (6) provide assistance to prosecutorial efforts on the state and federal level through training and support; and (7) provide assistance to any law enforcement agency where ICAC technical and practical law enforcement expertise may facilitate a resolution to a criminal investigation.

Award Letter

October 23, 2026

Dear Karen Conard,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF PORTSMOUTH NH for an award under the funding opportunity entitled 2026 OJJDP FY 2026 Invited To Apply - Internet Crimes Against Children (ICAC) Task Forces. The approved award amount is $397,471.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before

accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Categorical Exclusion

NEPA Letter

National Environmental Policy Act (NEPA) record

Solicitation Title: OJJDP FY 2026 Internet Crimes Against Children Task Force Program

Award number: 15PJDP-24-GK-04200-MECP

Date: 10/20/26

NEPA determination: Categorical Exclusion

The ICAC Task Force Program furthers the Department of Justice's mission by helping state and local law enforcement agencies develop effective responses to online enticement of children by sexual predators, child exploitation, and child obscenity and child sexual abuse material cases. This program was developed in 1998 to assist state and local law enforcement agencies with acquiring the necessary knowledge, equipment, and personnel needed to prevent, interdict, and investigate offenses that constitute technology-facilitated crimes against children. The task forces provide forensic and investigative technical assistance to law enforcement and prosecutorial officials, and provide community education information to parents, educators, prosecutors, law enforcement, and others concerned with child victimization.

The ICAC Task Force Program consists of 61 task forces, each led by a single law enforcement agency. Every state has at least one task force, with the more populated states having multiple task forces. Each lead agency receives an annual award from OJJDP, and then serves as the primary entity responsible for improving the effectiveness and sustainability of their state or regional task force.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to Lou Ann Holland, OJJDP's NEPA Coordinator.

NEPA Coordinator

First Name	Middle Name	Last Name
Lou Ann	no value	Holland

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
XTL2C874AZN7

Street 1
1 JUNKINS AVE

Street 2

City
PORTSMOUTH

State/U.S. Territory
New Hampshire

Zip/Postal Code
03801

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/23/26

Award Type
Continuation

Award Number
15PJDP-24-GK-04200-MECP

Supplement Number
02

Federal Award Amount
$397,471.00

Funding Instrument Type
CA

Assistance Listing Number	Assistance Listings Program Title
16.543	Missing Children's Assistance

Statutory Authority

Pub. L. No. 119-74, 140 Stat. 5, 34-35.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2026 OJJDP FY 2026 Invited To Apply - Internet Crimes Against Children (ICAC) Task Forces

Awarding Agency
OJP

Program Office
OJJDP

Application Number
GRANT14775233

Grant Manager Name
William Sarrano

Phone Number
202-616-3978

E-mail Address
William.Sarrano@usdoj.gov

Project Title
New Hampshire Internet Crimes Against Children Task Force

Performance Period Start Date
10/01/2024

Performance Period End Date
09/30/2027

Budget Period Start Date
10/01/2024

Budget Period End Date
09/30/2027

Project Description
The mission of the New Hampshire Internet Crimes Against Children (ICAC) Task Force is to identify, investigate, and arrest criminals who use digital technologies to exploit children for personal or commercial gain. Through this award, the task force will conduct the following activities: (1) reactive investigations designed to prevent the manufacturing and distribution of child sexual abuse images; (2) proactive undercover investigations to monitor and infiltrate social networking sites and online chat rooms where a suspect poses a credible threat to children in cases such as: sexual solicitation, kidnapping, extortion, terrorizing, or any act which by its nature endangers a juvenile; (3) CyberTip Investigations in cases such as: child abuse and child neglect investigations as well as reports of missing children, human trafficking and child prostitution; (4) proactive and reactive investigations into online merchants which purport to provide or facilitate services that exploit or endanger children; (5) providing technical and digital forensic assistance to the New Hampshire State Police's Child Abduction Response Team; (6) provide assistance to prosecutorial efforts on

the state and federal level through training and support; and (7) provide assistance to any law enforcement agency where ICAC technical and practical law enforcement expertise may facilitate a resolution to a criminal investigation.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
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/FY25AppropriationsRestrictions.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.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

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

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and 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. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

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

The details of the recipient'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 recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and 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").

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

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any 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, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. 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 website at https://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 Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Required training for Grant Award Administrator and Financial Manager

Initial requirement: The Grant Award Administrator and Financial Manager for this award must complete the DOJ Grants Financial Management Training within 120 calendar days of award acceptance. If either role changes during the period of performance, the new Grant Award Administrator or Financial Manager must complete the training within 120 calendar days after the Entity Administrator updates the role in JustGrants.
Completion of this training within the three years prior to award acceptance (or prior to a role change in JustGrants), will satisfy this requirement.
How to complete training: Recipients may register for online or in-person DOJ Grants Financial Management Training at https://www.ojp.gov/training-and-technical-assistance/gfmts/financial-management-seminars.
Ongoing requirement: The Grant Award Administrator and Financial Manager for this award must complete the DOJ Grants Financial Management Training every three years to remain compliant.
If either individual completed the training before award acceptance or role change, they must complete a follow-up training within three years of their most recent completion date.
Effect of non-compliance: Failure to meet training requirements will result in OJP withholding funds on this award. OJP may also impose additional conditions on this award as necessary.

Condition 8
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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the 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, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more 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 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. 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.

Condition 9
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold

award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 10
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"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

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 recipient (and 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 the recipient (and 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. 200.334.

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.

Condition 11
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, 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: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

Condition 12
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(f), 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.

Condition 13
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where

applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

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

Condition 14
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work 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.

Condition 15
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as 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 recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 16
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 17
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 the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

The details of this requirement are posted on the 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.

Condition 18
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 19
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 recipient (or 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 the recipient (or any subrecipient) who are or will be involved in 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) 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 I-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 the 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 recipient (or any 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 purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or 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 recipient (or 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 recipient, 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 recipient, 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).

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.

Condition 20
Encouragement of policies to ban text messaging while driving

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

Condition 21
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 (that is, moved and renumbered) 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.

Condition 22
Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

(1) it has determined that no other entity that the recipient'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

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

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

Condition 23
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 24
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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

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

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

Condition 26
Potential imposition of additional requirements

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

Condition 27

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (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 200.1) 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 recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

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

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any 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 federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

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

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs at https://justgrants.usdoj.gov/

Condition 32
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 33
Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 34
Limit on use of grant funds for recipients' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 35
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 36

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

Condition 37
Statement of Federal Involvement:

Due to the substantial Federal involvement contemplated in completion of this project, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and OJJDP's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, OJJDP, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with OJJDP. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and OJJDP. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

Condition 38
Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers)

costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

Condition 39
Confidential Funds

Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.

Condition 40
Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

Condition 41
OJJDP - Web Site Notice of Federal Funding and Disclaimer

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 42
ICAC Task Force Standards. The recipient agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards

Condition 43
ICAC Task Force Representation. The recipient agrees to designate one individual from its task force to attend the ICAC Task Force commander meetings during the 12-month project period.

Condition 44
ICAC Annual Reports
The recipient agrees to submit annual reports to OJP that set forth the following:
(A) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force. (B) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.

Condition 45
The recipient agrees to forward reports of ICAC Task Force Program Monthly Performance Measures to the OJJDP-designated site.

Condition 46
All electronic and information technology materials developed or maintained under this award must be compliant with Section 508 of the Rehabilitation Act of 1973. Please refer to www.section508.gov for more detail.

Condition 47
OJJDP- OJJDP-Funded Webinars

The award recipient must comply with OJJDP's Webinar Guidelines, as described in the OJJDP Training and Technical Assistance (TTA) Standards at https://www.ojjdp.gov/programs/Core_Performance_Standards_updated%20May%202012_508c.pdf. At a minimum, OJJDP training and technical assistance providers shall submit to the OJJDP NTTAC information (i.e. title, description of the webinar, intended audience, panelists, etc.) 30 days in advance of all webinar events for the OJJDP NTTAC online calendar, use the approved OJJDP presentation template, and record events and send a copy of the files to OJJDP.

Condition 48
The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov

Condition 49
The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 50
Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 51
The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

Condition 52
OJJDP- Printing and Publications

The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	10/22/26 9:06 PM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

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:	10/26/26
Department/ Contact Person:	Senior Activity Center, Nicole Finitsis, Senior Services Supervisor
Donation Amount:	500.00

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

Account - **13-786-339-00-100-002-061002.**
Senior Activity Center Luncheon Fund 13

Is there a particular purpose intended with this donation:

Future Senior Luncheon Funding by Senior Activity Center Member and Portsmouth resident Karen Parnes. Karen wishes to give back to the center in gratitude for having access to it and all the programming.

Other Information/Special Conditions:

Donor Information

First & Last Name:	Karen Parnes
Business Name:	
Address*:	[redacted], Portsmouth NH 03801
Phone*:	
Email*:	
	[redacted]

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

Gift and Donation Submission Form

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

Date:	11/05/26
Department/Contact Person:	Suzanne Woodland
Donation Amount:	$500

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

City of Portsmouth General Fund - DPW

Is there a particular purpose intended with this donation:

Point of Graves Cemetery Wall Replacement Project

Other information/Special Conditions:

Donor Information

First & Last Name:	Meriam Judy Nerbonne Gary Patrick Nerbonne Kelly R Sanders Kaelyn Runkel
Business Name:	
Address*:	
Phone*:	
Email*:	

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

Gift and Donation Submission Form

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

Date:	11-2-2026
Department/Contact Person:	Suzanne Woodland
Donation Amount:	$500.00

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

City of Portsmouth General Fund - DPW

Is there a particular purpose intended with this donation:

Point of Graves Cemetery Wall Replacement Project

Other information/Special Conditions:

Donor Information

First & Last Name:	Mara Witzling
Business Name:	
Address*:	
Phone*:	
Email*:	

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

Gift and Donation Submission Form

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

Date:	11-2-2026
Department/Contact Person:	Suzanne Woodland
Donation Amount:	$100.00

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

City of Portsmouth General Fund - DPW

Is there a particular purpose intended with this donation:

Point of Graves Cemetery Wall Replacement Project

Other information/Special Conditions:

Donor Information

First & Last Name:	Thomas Watson
Business Name:	
Address*:	
Phone*:	
Email*:	

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

Gift and Donation Submission Form

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

Date:	11/04/26
Department/Contact Person:	Suzanne Woodland
Donation Amount:	$1000.00

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

City of Portsmouth General Fund - DPW

Is there a particular purpose intended with this donation:

Point of Graves Cemetery Wall Replacement Project

Other information/Special Conditions:

Donor Information

First & Last Name:	Mary Beth Herbert
Business Name:	
Address*:	
Phone*:	
Email*:	

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

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:	10-23-26
Department/Contact Person:	Suzanne Woodland
Donation Amount:	$20.00

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

City of Portsmouth General Fund - DPW

Is there a particular purpose intended with this donation:

Point of Graves Cemetery Wall Replacement Project

Other information/Special Conditions:

Donor Information

First & Last Name:	Leslie Miller
Business Name:	
Address*:	
Phone*:	
Email*:	

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

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:	10-26-26
Department/Contact Person:	Suzanne Woodland
Donation Amount:	$50.00

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

City of Portsmouth General Fund - DPW

Is there a particular purpose intended with this donation:

Point of Graves Cemetery Wall Replacement Project

Other information/Special Conditions:

Donor Information

First & Last Name:	Kat Smith
Business Name:	
Address*:	
Phone*:	
Email*:	

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

Gift and Donation Submission Form

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

Date:	11.04.2026
Department/ Contact Person:	Portsmouth Fire Department Fire Chief William McQuillen
Donation Amount:	$1,000.00

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

Yes. Portsmouth Fire Department

Is there a particular purpose intended with this donation:

No. At Department Discretion

Other Information/Special Conditions:

Donor Information

First & Last Name:	Paul Gormley & Kimi Iguchi
Business Name:	
Address*:	[redacted] Portsmouth NH 03801
Phone*:	
Email*:	

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

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 City of Portsmouth		**1.4. Grantee Address** 1 Junkins Avenue Portsmouth, NH 03801	
1.5 Grantee Phone # (603) 610-7204	**1.6. Account Number** 02-20-20-201510-5587-072-500574	**1.7. Completion Date** 03/31/2028	**1.8. Grant Limitation** $25,025
1.9. Grant Officer for State Agency Thomas Kaempfer		**1.10. State Agency Telephone Number** (603) 271-1234	
If Grantee is a municipality or village district: "**By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Karen S. Conard, City Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2** Susan G. Morrell, City Attorney	
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").

Subrecipient Initials _____
Date _____

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. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. 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

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.

EXHIBIT A

– SPECIAL CONDITIONS –

The City of Portsmouth (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 Civil Rights Division | Limited English Proficiency.

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 Welcome | New Hampshire Department of Justice 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

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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 (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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

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

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

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

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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. 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, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

The U.S. Department of Justice (DOJ), including OVW, 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

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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.

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

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

10. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

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

    The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at Home | SAM.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

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

    The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at Office on Violence Against Women (OVW) | Award Conditions (titled "Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers") and are incorporated by reference here.

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

    The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

    In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S. Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 PM EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the

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business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603) 271-3658, and request to speak to the GMU and report the breach.
Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring conducted by the GMU.

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

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

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at Office on Violence Against Women (OVW) | Award Conditions (titled "Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)") and are incorporated by reference here.

14. Determinations of suitability to interact with participating minors

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

    The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at Office on Violence Against Women (OVW) | Award Conditions (titled "Award

condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

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

    The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at Office on Violence Against Women (OVW) | Conference Planning.

16. OVW Training Guiding Principles

    The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at Office on Violence Against Women (OVW) | OVW Training Guiding Principles for Grantees and Subgrantees.

17. Effect of failure to address audit issues

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

18. Potential imposition of additional requirements

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

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

    The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

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

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

    Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

    Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at Written_Notice_of_Beneficiary_Protections.pdf

    In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements.

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For more information on the requirements referenced in this condition, see Civil Rights Office | Partnerships with Faith-Based and Other Neighborhood Organizations | Office of Justice Programs.

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

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

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

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

23. Federal civil rights and nondiscrimination laws (certification)

    The recipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

24. Restrictions on "lobbying" and policy development

    In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and

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develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

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

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

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

    The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at Office on Violence Against Women (OVW) | Award Conditions (titled "Award Condition: General appropriations-law restrictions on use of federal award funds") and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

26. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

    The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1)

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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 U.S. Department of Justice Office of the Inspector General I Grant Complaint (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at U.S. Department of Justice Office of the Inspector General I Hotline.

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

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

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

1. In accepting this award, the subrecipient—

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

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

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

   a. it represents that—

      (1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

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

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

29. Encouragement of policies to ban text messaging while driving

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

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the

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high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

31. Availability of general terms and conditions on OVW website

    The recipient agrees to follow the applicable set of general terms and conditions that are available at Office on Violence Against Women (OVW) | Award Conditions. These do not supersede any specific conditions in this award document.

32. Compliance with statutory and regulatory requirements

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

33. Compliance with notice of funding opportunity requirements

    The recipient agrees that it must be in compliance with requirements outlined in the notice of funding opportunity (NOFO) under which the approved application was submitted, the applicable Application Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website Office on Violence Against Women (OVW) | FY 2026 Application Companion Guide. The program NOFO, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

34. VAWA 2013 nondiscrimination condition

    The recipient agrees to comply with 34 U.S.C. 12291(b)(13) in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

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35. Misuse of award funds

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

36. Limitation on use of funds to approved activities

    The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OVW determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.

37. Non-supplantation

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

38. Confidentiality and information sharing

    The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at Office on Violence Against Women (OVW) | Manage Your Grant. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

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

    The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34

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U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the notice of funding opportunity or companion guide under which the application was submitted.

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

    The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at Office on Violence Against Women (OVW) | Award Conditions (titled "Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence") and are incorporated by reference here.

41. Termination or suspension for cause

    The Director of OVW, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant notice of funding opportunity, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

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The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

42. Performance progress reports and final report submission

The recipient agrees to provide OVW with specific information regarding subawards (subgrants) made under this award. The recipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe. Recipients are required to submit this report after the end of each calendar year but no later than March 30 each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Justice Grants System with the Report Type marked "final," unless and until OVW issues updated instructions for report submission.

43. Quarterly Federal Financial Reports

The recipient agrees that it will submit quarterly Federal Financial Reports (SF-425) to OVW in the Justice Grants System, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 120 days following the end of the award period. Delinquent reports may affect future discretionary award decisions and may lead to suspension and/or termination of the award.

44. Subrecipient program income

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

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

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

45. FFATA reporting subawards and executive compensation

The recipient agrees to comply with applicable requirements to report first-tier subawards (subgrants) of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) Subaward Reporting System (FSRS) through the System for Award Management (SAM) at Subaward Reporting in SAM | SAM.gov. The details of recipient obligations, which derive from FFATA, are posted on the OVW website at Office on Violence Against Women (OVW) | Award Conditions (titled "Award Condition: Reporting Subawards and Executive Compensation") and are incorporated by reference here.

46. Subrecipient product monitoring

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

47. Publications disclaimer

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

EXHIBIT A

– SPECIAL CONDITIONS –

*"This project was supported by **Grant No. __15JOVW-26-GG-00104-STOP__** awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice."*

The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

48. Publications disclaimer for STOP Formula subrecipients

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

*"This project was supported by Subgrant No. __**2027VAW03**__ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."*

49. Copyrighted works

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

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

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

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copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

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

50. Grantee orientation - mandatory attendance

The recipient agrees that the State Administrator for this award will attend an OVW grantee orientation for new state administrators, if the State Administrator has held that position for four years or fewer, as of the project period start date on this award. If there is a change in the State Administrator during the project period, the recipient agrees to send the new State Administrator, regardless of prior experience with this or any other federal award, to the next available OVW grantee orientation for new state administrators.

51. Participation in OVW-sponsored technical assistance

The recipient agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.

52. Use of administrative funds to attend training

The recipient agrees that, before using administrative funds to attend training and technical assistance events, including travel costs and/or registration costs, the recipient will seek approval from its program manager and submit an agenda and other relevant supporting documentation to ensure that the training is a cost directly associated with administering the STOP Program under 28 C.F.R. 90.17(b). The annual STOP Administrators meeting is excluded from this condition.

53. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified

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maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

54. Required SAM reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at Office on Violence Against Women (OVW) | Award Conditions (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

55. Prohibition on use of administrative funds for lobbying

The recipient agrees that no amount of the 10 percent administrative funds of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.

56. Ongoing compliance with statutory certifications

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449(a)-(d) (rape exam payments), 34 U.S.C. § 10449(e) (judicial firearms notification), 34

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U.S.C. § 10450 (costs for criminal charges and protection orders), 34 U.S.C. § 10451 (polygraph testing prohibition), 34 U.S.C. § 10454(1) (training for prosecutors), 34 U.S.C. § 10454(2) (victim-centered policies, and 34 U.S.C. § 10454(3) (compelling victim testimony), and 34 U.S.C. 10446(d)(6) (compliance with statutory award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

57. Required funding allocations, including funding for culturally specific organizations

    The recipient agrees that, of the amount awarded, not less than 25 percent shall be allocated for law enforcement, not less than 25 percent shall be allocated for prosecutors, not less than 30 percent shall be allocated for victim services, and not less than 5 percent shall be allocated to courts. The recipient also agrees that of the 30 percent of funds allocated for victim services, 10 percent will be distributed to culturally specific community-based organizations. The recipient understands that "culturally specific" means "primarily directed toward racial and ethnic minority groups," as defined by 34 U.S.C. § (a)(8). “Racial and ethnic minority group” is further defined by 42 U.S.C. § 300u-6(g) as "American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics." Further, the recipient agrees to recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and activities for underserved populations are distributed equitably among those populations.

58. Sexual assault set-aside

    The recipient agrees that not less than 20 percent of the amount granted shall be allocated for programs and projects in two or more allocations (victim services, law enforcement, prosecution, courts) that meaningfully address sexual assault, including stranger rape, acquaintance rape, alcohol or drug-facilitated rape, and rape within the context of an intimate partner relationship.

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EXHIBIT A

– SPECIAL CONDITIONS –

59. Match requirement

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.

2) Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.

3) The recipient will verify that victim service providers that are nonprofit organizations are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.

4) The recipient will provide no less than 25 percent matching funds for subawards awarded to victim service providers under any allocation other than victim services unless granted a waiver or partial waiver by OVW.

60. Limitation on use of funds for awareness and public education

The recipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

61. Requirements for recipients and subrecipients providing legal assistance

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed

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attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii)(I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient (subgrantee) at any tier will comply with this condition.

62. Equitable distribution of subawards

The recipient agrees, in making subawards under this award, to (1) give priority to areas of varying geographic size with the greatest showing of need based on the range and availability of existing domestic violence and sexual assault programs in the population and geographic area to be served in relation to the availability of such programs in other such populations and geographic areas, including Indian reservations; (2) determine the amount of subawards based on the population of the geographic area to be served; (3) equitably distribute monies on a geographic basis, including nonurban and rural areas of various geographic sizes; (4) recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and funds for underserved populations are distributed equitably among culturally specific and other underserved populations; and (5) take steps to ensure that eligible applicants are aware of the STOP

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Program funding opportunity, including applicants serving different geographic areas and culturally specific and other underserved populations.

63. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

    The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws and nondiscrimination provisions. The recipient agrees to submit any required written Methods of Administration (MOA) for ensuring subrecipients' compliance to the Office of Justice Programs' Office for Civil Rights (OCR) at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award. In addition, upon request by OCR (or by another authorized federal agency), the recipient must make associated documentation available for review. The details of the recipient's obligations related to MOA are posted at Award Condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update) | Office of Justice Programs and are incorporated by reference here, including any revisions posted during the period of performance.

64. Withholding of funds pending determination of compliance with statutory eligibility requirements

    The recipient is prohibited from obligating, expending, or drawing down any funds until OVW has determined that the recipient's “Status of Compliance with Statutory Eligibility Requirements” attachment (as described in the annual STOP Formula Program Notice of Funding Opportunity) demonstrates compliance with 34 U.S.C. § 10446(d)(2)-(6). If OVW determines that the submission does not comply with the statutory eligibility requirements for the STOP Program, OVW will notify the recipient, and the recipient will have 60 days to remedy the issues. If the recipient does not comply within that time, then OVW may deobligate the funds and close the award.

65. Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)

    The recipient agrees that grant funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

66. Limitation on use of funds for activities addressing human trafficking

    The recipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

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67. Withholding of funds pending approval of state implementation plan

    The recipient is prohibited from drawing down any funds until OVW has reviewed and approved the recipient's implementation plan. If the OVW review of the plan identifies any significant issues in terms of compliance with 34 U.S.C. 10446(c)(2) and (i), the recipient will have 60 days from the date of notification of the significant issues to submit a revised plan. If the recipient does not comply within that time, then OVW may deobligate the funds and close the award.

68. Indirect costs

    The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

69. Terms and conditions subject to court ordered stay

    Award condition 15 (“Federal civil rights and nondiscrimination laws (certification)”) and any certification submitted by the recipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2026 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

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EXHIBIT B

– SCOPE OF SERVICES –

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 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:

   Kathryn Fisher
   NH Department of Justice
   Grants Management Unit
   1 Granite Place South
   Concord, NH 03301
   (603) 271-1261
   Kathryn.E.Fisher@doj.nh.gov

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EXHIBIT C

– PAYMENT TERMS –

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.

2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.

   3a. The Subrecipient shall be awarded an amount not to exceed $25,025 of the total Grant Limitation from Governor and Council approval or 01/01/2027, whichever is later, to 12/31/2027, 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 03/31/2028. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2027, unless a grant extension is approved in writing by DOJ.

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EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE, AND STANDARD ASSURANCES –

I, Karen Conard *[responsible official]*, certify that the City of Portsmouth *[Subrecipient]* has completed the EEO reporting tool certification within the last two years at: EEOP Notice | Office of Justice Programs on December 2024 *[date]*

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

EEOP Training Requirements for Subrecipients

Michael Mahoney [*official that completed training*] has completed the EEOP training at Civil Rights Office | Training Resources | Office of Justice Programs on:

December 2024 [*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 | New Hampshire Department of Justice

Subrecipient Discrimination Complaint Process

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

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EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE, AND 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);

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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;

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).

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(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—

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.

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EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE, AND STANDARD ASSURANCES –

(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.

Karen S. Conard	City Manager
Name of Authorized Signor	*Title of Authorized Signor*
Signature	*Date*

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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) Archived | OJP Grants Financial Guide | II. Preaward requirements | Office of Justice Programs.

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.

The City of Portsmouth *[Subrecipient]* certifies that any funds awarded through grant number **2027VAW03** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title of Authorized Signor: Karen S. Conard, City Manager

Signature: _____ Date: _____

Subrecipient Initials _____
Date _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

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

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

1. LOBBYING

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

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

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

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required

Subrecipient Initials _____

Date _____

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

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 (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;

(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:

Subrecipient Initials _____

Date _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

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

(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.

Karen S. Conard	City Manager
Name of Authorized Signor	Title of Authorized Signor
Signature	Date
City of Portsmouth 1 Junkins Avenue Portsmouth, NH 03801	
Name and Address of Agency	

Subrecipient Initials _____
Date _____

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 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

Subrecipient Initials _____
Date _____

EXHIBIT G

– CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE –

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:

Subrecipient Initials _____
Date _____

EXHIBIT G

- 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.

Karen S. Conard	City Manager
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?

X 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 here.

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

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

Subrecipient Initials _____
Date _____

EXHIBIT G

- CERTIFICATION –

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Subrecipient Initials _____

Date _____

EXHIBIT H

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

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

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

A. In general

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

B. Nondisclosure

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

i. disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or

ii. disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an

Subrecipient Initials _____
Date _____

unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

C. Release

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

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

D. Information sharing

i. Grantees and subgrantees may share—
   I. nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
   II. court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
   III. law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.
ii. In no circumstances may—
   I. an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
   II. any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

Subrecipient Initials _____
Date _____

E. Statutorily mandated reports of abuse or neglect

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

F. Oversight

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

G. Confidentiality assessment and assurances

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

H. Death of the party whose privacy had been protected

In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

(i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability.

(ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team.

(iii) The grantee or subgrantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting.

(iv) The information released is limited to that which is necessary for the purposes of the fatality review.

Subrecipient Initials _____

Date _____

EXHIBIT H

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

Karen S. Conard	City Manager
Name of Authorized Representative	Title
603-610-7202	
Telephone Number	
Signature	Date

City of Portsmouth

Agency Name

Subrecipient Initials _____
Date _____

EXHIBIT I

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

I, Susan G. Morrell, the City Attorney of the City of Portsmouth

[NAME OF RESPONSIBLE OFFICIAL] *[OFFICIAL'S TITLE]* *[NAME OF PROSECUTING ENTITY]*

hereby certify that the Legal Dept. Prosecution Unit, as a prosecuting entity of the New

[NAME OF PROSECUTING ENTITY]

Hampshire Department of Justice's STOP Violence Against Women Funding (VAWA) Grant Program, that this office will, during the 1-year period after the start of this subaward, as approved by Governor and Executive Council of the State of New Hampshire, will engage in planning, developing, and implementing the following:

1. Training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases;

2. Policies that support a victim-centered approach, informed by such training; and

3. Protocol outlining alternatives practices and procedures for material witness petitions and bench warrants, consistent with best practices, that shall be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent victimization and trauma to the victim.

Susan G. Morrell	City Attorney
Name of Responsible Official	Title
Signature	Date

Subrecipient Initials _____
Date _____

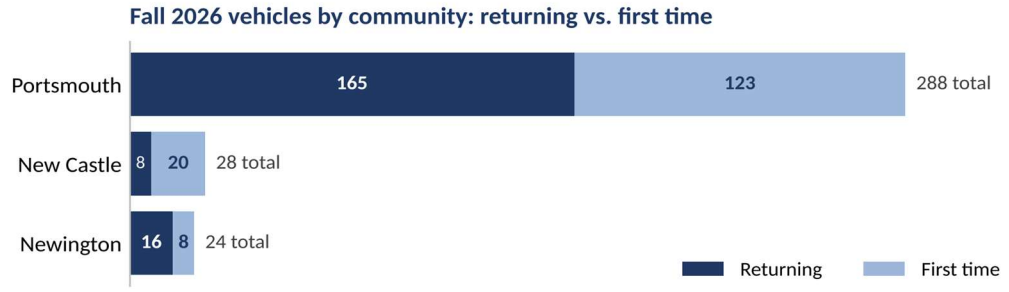
Fall 2026 Household Hazardous Waste Collection

Held on Saturday, October 24, 2026 | City Council update

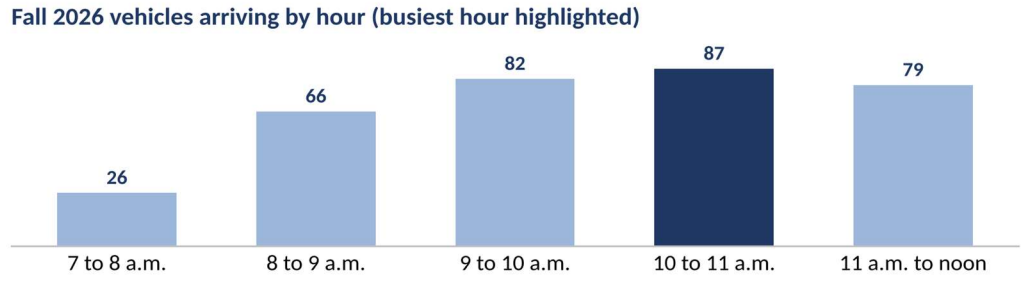
The Fall collection day served **340 vehicles** from Portsmouth, New Castle, and Newington. More than half were returning users, and **151 vehicles (44%) were attending for the first time.**

Attendance and first-time visitors

Community	Vehicles	Returning	First time	% first time
Portsmouth	288	165	123	43%
New Castle	28	8	20	71%
Newington	24	16	8	33%
Total	**340**	**189**	**151**	**44%**



Vehicles per hour



Key points

Portsmouth residents made up most of the event. Portsmouth accounted for 288 of 340 vehicles (85%).

The event reaches new households. Almost half of all vehicles were first-time users.

New Castle had the most new users. Twenty of its 28 vehicles were first-time attendees. With numbers this small, a few households move the percentage a lot.

Traffic built through the morning and stayed steady. The busiest hour was 10 to 11 a.m. with 87 vehicles. From 9 a.m. to noon the site handled about 80 to 90 vehicles each hour. The first vehicle checked in at 7:27 a.m., and 26 arrived before 8 a.m.

OUTDOOR DINING PROGRAM

2026 Permit Summary and Year-over-Year Comparison

2026 AT A GLANCE

31	$43,629	24	4,733.5
Permits listed	Total paid	Parking spaces	Sidewalk sq. ft.

YEAR-OVER-YEAR COMPARISON

Measure	2025	2026	Change
Permits listed	30	31	+1 (+3.3%)
Total paid	$44,999	$43,629	-$1,370 (-3.0%)
City street space	380 sq. ft.	885 sq. ft.	+505 (+132.9%)
Loading-zone space	248 sq. ft.	248 sq. ft.	No change
Public parking spaces	23	24	+1 (+4.1%)
Parking-space area	3,767 sq. ft.	3,782 sq. ft.	15(<1%)
Public sidewalk area	5,894.5 sq. ft.	4,733.5 sq. ft.	-1,161 (-19.7%)

KEY TAKEAWAYS

Total payments decreased by $1,370, or 3.0%, from 2025 due to the loss of available outdoor dining area on Congress, State and Vaughn Mall during part of the season. The 2026 schedule included one more public parking space, and 1,161 fewer square feet of sidewalk area.

CITY COUNCIL POLICY No **2026-011**

RESIDENT ACCESS PARKING PROGRAM (RAPP) PILOT – 2026

Purpose

Over the last decade, the City has implemented several pilots for Resident Neighborhood Parking Programs to address concerns of reduced parking availability for residents of neighborhoods located near the Downtown Business District.

Neighborhoods in proximity to the Downtown Business District are not metered.

Residents have raised concerns that nonresidents park in their neighborhoods because parking spaces are unmetered, which creates a shortage of parking spaces for residents.

Prior pilots have been unsuccessful because they were difficult to manage and enforce.

A new Resident Access Parking Program (RAPP) Pilot- 2026 ("Program") has been created to address residents' concerns and improve the operation and enforcement of the Program.

The goals of Program are to:

* Increase parking availability for residents by charging nonresidents for parking in designated locations outside the Downtown Business District ('RAPP Zone");
* Provide free parking for residents and School, Recreation and Library employees who have registered their vehicle license plates with the City's Tax or Parking Office;
* Expand the Downtown Workforce Parking Program to limited areas in the RAPP Zone;
* Simplify management and enforcement of the Program by using vehicle license plate enforcement; and
* Provide parking management data from the Program to the Council to help inform future resident parking programs and parking availability in neighborhoods in proximity to the Downtown Business District.

Policy

The Program will provide free parking for residents and School, Recreation and Library employees with vehicle license plates registered through the City's Parking or Tax Office in the RAPP Zone more fully described below. Nonresidents will be charged an hourly parking rate determined by the Fee Schedule Study Committee. The Program also expands the Downtown Workforce Parking Program to Parrott Avenue and the Parrott Avenue Lot as more fully defined below.

RAPP Zone

The RAPP Zone includes the following streets listed below and set forth in the attached maps:

a. Parrott Avenue from Rogers Street to Junkins Avenue. (This portion of Parrott Avenue is the only street in the RAPP Zone to be used by downtown workers registered for the DWPP)
b. Hanover Street (from Bridge Street to Brewster Street);
c. Rock Street
d. Pearl Street
e. Tanner Street
f. Tanner Court
g. Gates Street
h. Hancock Street
i. Washington (Court Street to Hancock Street)
j. Parrott Avenue Lot
k. Sudbury Street

Downtown Workforce Parking Program (DWPP)

The Downtown Workforce Parking Program (DWPP) provides reduced parking rates for employees and owners of restaurants, retail and personal service businesses, and the hospitality industry located downtown. The DWPP provides reduced parking to all downtown workers of businesses who previously participated in the DWPP who work in clerical, customer service, administrative, and support staff positions until March 1, 2027. The purpose of this Program is to help support small businesses that fuel the local economy. Workers who have registered with the Parking Office for the DWPP may park in the following locations:

a. **Parrott Avenue Parking from Rogers Street to Junkins Avenue.** Eligible participants in the DWPP who park on Parrott Avenue from Rogers Street to Junkins Avenue shall

be charged the established workforce parking rate of **$0.30 per hour**, with no additional transaction fee.

b. **Parrott Avenue Parking from Rogers Street to Richards Avenue.** The portion of Parrott Avenue from Rogers Street to Richards Avenue shall remain free parking subject to a 4 hour limit.

c. **Parrott Avenue Parking from Richards Avenue to the Library Entrance Crosswalk for Registered Residents.** The eighteen (18) parking spaces on Parrott Avenue from Richards Avenue to the Library entrance crosswalk shall be subject to a 72 hour limit for registered residents.

d. **Foundry Garage Parking**.* Eligible participants in the DWPP may purchase up to **26 parking stickers per month**. Each sticker shall provide up to **12 hours of parking** in the Foundry Garage for a flat rate of **$3.00 per sticker**.

e. **Foundry Garage Parking (Downtown Business Professionals)**.* Downtown business professionals that do not qualify for the DWPP may purchase up to **20 weekday-only parking stickers per month.** Each weekday-only sticker shall provide up to **10 hours of parking** in the Foundry Garage for a flat rate of **$10.00 per sticker**.

*The City reserves the right to limit the number of stickers sold based on availability in the garage.

Parrott Avenue Lot

Registered residents and participants in the DWPP may park for free within the posted time limits in the Parrott Avenue Lot. Non-residents are prohibited from parking in the Parrott Avenue Lot during the Program.

Parking Rates in RAPP Zone

Parking Rates for the Program are set by the Fee Schedule Study Committee and hours of enforcement are set forth in Chapter 7, Article I, Section 7.102 (C).

Effective date

The Program is effective July 1, 2026.

_____

Sally Kellar, City Clerk

Adopted by the Portsmouth City Council on June 8, 2026.

Amended by the Portsmouth City Council on September 14, 2026.

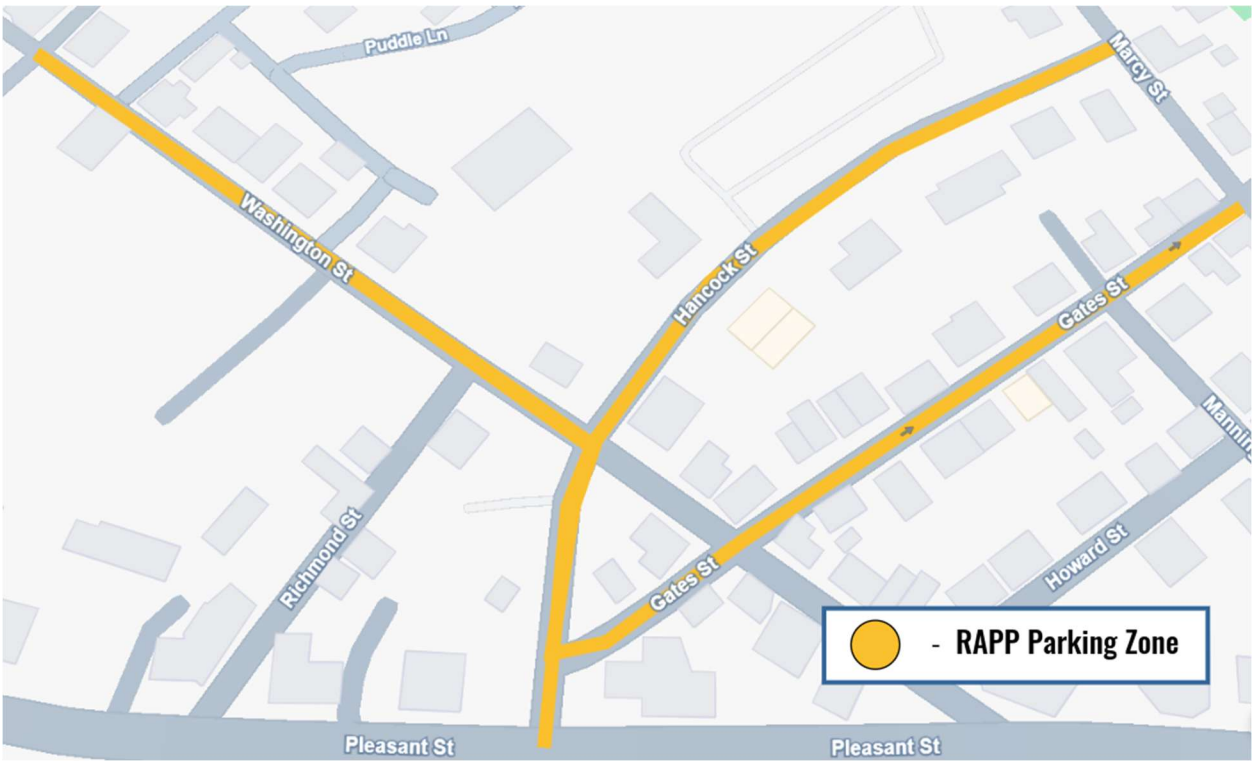
Amended by the Portsmouth City Council on September 28, 2026.

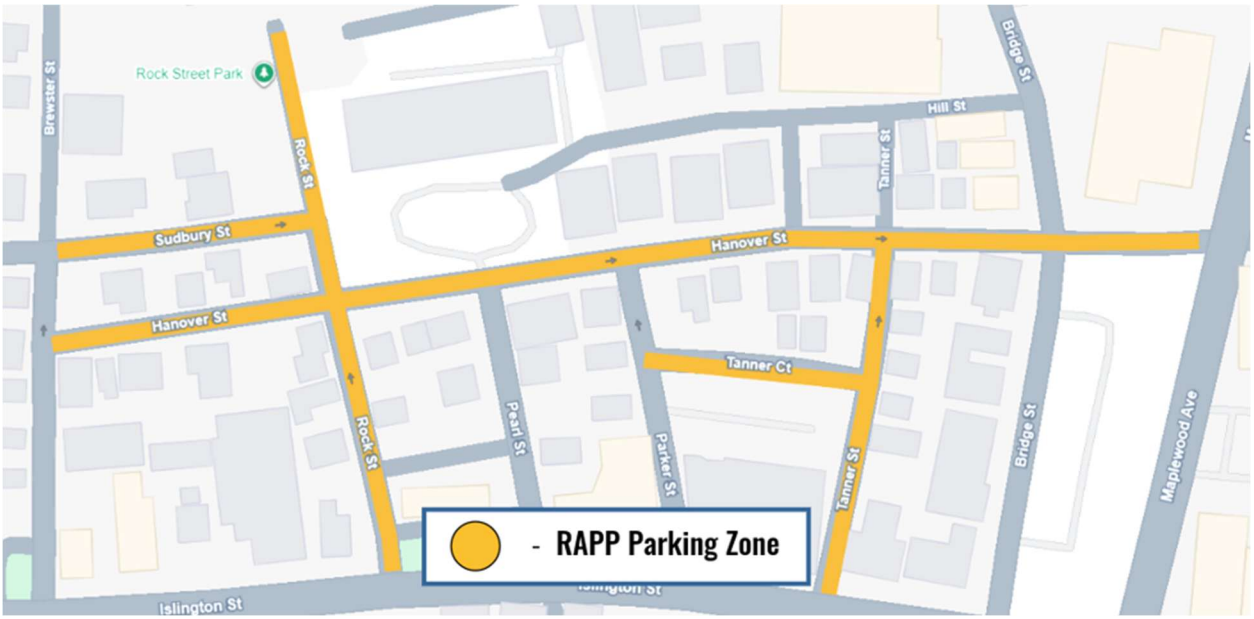
Amended by the Portsmouth City Council on October 26, 2026.

Effective date of the amendments is October 26, 2026.

RESIDENT ACCESS PARKING PROGRAM (RAPP) PILOT MAPS – 2026

As Amended by the City Council on 10/26/2026





RESIDENT ACCESS PARKING PROGRAM (RAPP) PILOT MAPS – 2026

As Amended by the City Council on 10/26/2026

