



# Portsmouth, NH City Council

Eileen Dondero Foley Council Chambers  
Municipal Complex, 1 Junkins Avenue  
Portsmouth, NH

**April 20, 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\\_1YiwYOKsS2SwOwipMPf2Ag](https://us06web.zoom.us/webinar/register/WN_1YiwYOKsS2SwOwipMPf2Ag)

## Anticipated Non-Public Session

5:00 p.m. – Anticipated Non-Public Session is being held in Conference Room A in accordance with RSA 91-A:3, II (d, e, I)

## Agenda

### 1. **Work Session at 6:00 p.m.**

A. Community Power

### 2. **Public Dialogue Session (when applicable)**

### 3. **Call to Order (7:00 pm or thereafter)**

### 4. **Roll Call**

### 5. **Invocation**

### 6. **Pledge of Allegiance**

### 7. **Acceptance of Minutes**

A. Minutes and Actions of the March 16, 2026 City Council Meeting (***Sample motion – move to accept and approve the minutes of the March 16, 2026 City Council meetings***)

### 8. **Recognitions and Volunteer Committee Reports**

A. Proclamation – National Library Week in Portsmouth

- B. Portsmouth Police Department Awarded New Hampshire Law Enforcement Accreditation
- C. Report Back from Public Art Review Committee (PARC) Regarding Plans for Jay Smith Park

## 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. First Reading of Ordinance amending Chapter 7, Parking, Article I - Parking Meters, Section 7.102, Parking Meter Rates, to establish parking rates for the Resident Access Parking Program (RAPP) Pilot (**Sample motion - move to pass first reading and schedule public hearing and second reading at the May 4, 2026, City Council meeting**)
- B. Public Hearing Regarding Resolution Authorizing \$6,000,000 to Participate in the Clean Water State Revolving Fund for Fleet Street Area Reconstruction Phase 2B (**Sample motion – move to adopt the Resolution as presented**)

**This requires a two-thirds rollcall vote of the City Council.**

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

- C. Public Hearing Regarding Resolution Authorizing \$6,500,000 to Participate in the Drinking Water State Revolving Fund for Greenland Well PFAS Treatment (**Sample motion – move to adopt the Resolution as presented**)

**This requires a two-thirds rollcall vote of the City Council.**

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

## 11. City Manager's Items Which Require Action

- A. Town of Madbury Request for Easements on City Property (**Sample motion - move to authorize the City Manager to execute the permanent and temporary easements to the Town of Madbury for the culvert replacement on Freshet Road and accept their de minimis payment of \$500 as presented**)

**12. Consent Agenda (*Sample motion – move to adopt the consent agenda as presented*)**

- A. Letter from CJ Baroni and Jax Dieker of Peak East Coast Requesting the Peak East Coast 5K and Wellness Summer Series on August 8, 2026
- B. Letter from Victoria Spofford of Aware House Yoga Requesting the Yoga Series: Saturday Yoga in Prescott Park on June 20, July 25, August 22, and September 19, 2026
- C. Letter from Timothy Cole of Portsmouth Professional Firefighters Local 1313 Requesting the Fill-the-Boot Drive on August 8, 2026
- D. Letter from Nissa Bagelman of Reedmor Books and Brews Requesting an Event in the Memorial Bridge Parking Lot on July 25, 2026
- E. Active City Encumbrances Report from Peter Rice, Director of Public Works dated April 8, 2026

**13. Presentations and Written Communications**

- A. Email Correspondences (**Sample motion – move to accept and place on file**)
- B. \*Presentation Regarding Report Back on Prescott Park Master Plan Implementation Phase 1A

**14. Mayor McEachern**

- A. \*Appointments to be Voted:
  - Appointment of Elissa Margolin to the Board of Commissioners Portsmouth Housing Authority (**Sample motion – move to appoint Elissa Margolin to the Board of Commissioners Portsmouth Housing Authority**)
  - Appointment of Paula Glynn to the Citywide Neighborhood Committee (**Sample motion – move to appoint Paula Glynn to the Citywide Neighborhood Committee**)
  - Appointment of Colleen Ovecka to the Citywide Neighborhood Committee (**Sample motion – move to appoint Colleen Ovecka to the Citywide Neighborhood Committee**)
  - Appointment of Jessica Blasko to the Conservation Commission (**Sample motion – move to appoint Jessica Blasko to the Conservation Commission**)
  - Reappointment of Mary Loane to the Housing Blue Ribbon Committee (**Sample motion – move to reappoint Mary Loane to the Housing Blue Ribbon Committee**)
  - Reappointment of Jen Stebbins Thomas to the Housing Blue Ribbon Committee (**Sample motion – move to reappoint Jen Stebbins Thomas to the Housing Blue Ribbon Committee**)

- Reappointment of Dagan Migirditch to the Housing Blue Ribbon Committee **(Sample motion – move to reappoint Dagan Migirditch to the Housing Blue Ribbon Committee)**
  - Reappointment of Andrew Samonas to the Housing Blue Ribbon Committee **(Sample motion – move to reappoint Andrew Samonas to the Housing Blue Ribbon Committee)**
  - Reappointment of Byron Matto to the Housing Blue Ribbon Committee **(Sample motion – move to reappoint Byron Matto to the Housing Blue Ribbon Committee)**
  - Reappointment of Erik Anderson to the Housing Blue Ribbon Committee **(Sample motion – move to reappoint Erik Anderson to the Housing Blue Ribbon Committee)**
  - Appointment of Angus MacDonald to the Portsmouth Housing Blue Ribbon Committee **(Sample motion – move to appoint Angus MacDonald to the Portsmouth Housing Blue Ribbon Committee)**
  - Appointment of Oliver Chag to the Portsmouth Housing Blue Ribbon Committee **(Sample motion – move to appoint Oliver Chag to the Portsmouth Housing Blue Ribbon Committee)**
  - Appointment of Caitlin McGrath-Levesque to the Housing Blue Ribbon Committee **(Sample motion – move to appoint Caitlin McGrath-Levesque to the Housing Blue Ribbon Committee)**
  - Reappointment of Richard Duddy to the Recreation Board **(Sample motion – move to reappoint Richard Duddy to the Recreation Board)**
  - Reappointment of Lauren Krans to the Recreation Board **(Sample motion – move to reappoint Lauren Krans to the Recreation Board)**
  - Appointment of Shan Zuidema to the Safe Water Advisory Group **(Sample motion – move to appoint Shan Zuidema to the Safe Water Advisory Group)**
- B. \*Amend Board/Commission/Committee Appointments of the City Council to Include Assistant Mayor Kelley, Councilor Tabor, and Councilor Moreau on the Portsmouth Housing Blue Ribbon Committee
- C. \*Elementary School Citizen Day **(Sample Motion – Move to request a report back from Superintendent McLaughlin on Enabling an Elementary School Citizen Day)**
- D. Proposed NHMA Legislative Policy – Uniform Homestead Exemption **(Sample Motion - Move to approve the proposed NHMA Legislative Policy on Homestead Exemptions as presented)**

## 15. City Council Members

### A. Councilor Cook/Councilor Tabor

1. \*Prescott Park Improvements (**Sample motion - move for the City to collaborate with Prescott Park Arts Festival, to plan for and initiate improvements to the Park infrastructure, funded by the Festival to support the long-term needs of the organization**)

### B. Councilor Bagley

1. Community Power (**Sample motion – move to authorize the City Manager to send a EDDM (Every Door Direct Mail) postcard to all households in Portsmouth showing community power pricing versus Eversource and how to opt out**)

Estimated cost sheet is included.

### C. Councilor Hopkins

1. Approval of Parking and Traffic Safety Committee April 2, 2026 Action Sheet and Minutes (**Sample motion - move to approve and accept the action sheet and minutes of the April 2, 2026, Parking & Traffic Safety Committee meeting**)

## 16. Approval of Grants/Donations

- A. Approval of Grant from the NH Department of Transportation for Improvements to the Intersection of Market Street and Russell Street - \$1,450,000 (**Sample motion – move to authorize the City Manager to enter into a grant agreement, approve any future schedule modifications, and accept \$1,450,000 from the New Hampshire Department of Transportation to take advantage of State and Federal funding opportunities for improvements to the intersection of Market Street and Russell Street**)
- B. Approval of an Amendment to a previously approved Emergency Management Performance Grant (EMPG) from the NH Department of Safety for the Emergency Operations Center (**Sample motion – move to accept the terms of the Emergency Management Performance Grant (EMPG) amendment as presented, to reflect the change of Federal Funding Year and Period of Performance dates from August 31, 2024, to August 31, 2026 and authorize the City Manager to enter into the amended Grant Agreement as presented**)
- C. Approval of Victims of Crime Award (VOCA) Grant - \$41,000 (**Sample motion - move to approve and accept the VOCA Grant as presented**)

**17. City Manager's Informational Items**

- A. \*Report Back on 134 Pleasant Street Revocable License Request
- B. Report Back on Water and Sewer Rate Model Questions
- C. \*Public Art Review Committee (PARC) Art Exhibitions in the Portsmouth Room
- D. \*Master Plan Open House Reminder
- E. \*Report Back on Transcription and Indexing Capabilities of the City's YouTube Channel
- F. Household Hazardous Waste Collection Day
- G. Draft City Council Policy No. 2026-01 – Resident Access Parking Program (RAPP) Pilot

**18. Miscellaneous Business Including Business Remaining Unfinished At Previous Meeting**

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

\*Indicates verbal report with no attachments

**Meeting Minutes and Actions of the Portsmouth City Council**  
**March 16, 2026, 7:00 PM**  
**Municipal Complex, 1 Junkins Avenue, Portsmouth NH**

1. **Call to Order** - Mayor McEachern called the meeting to order at 7:12 p.m.

**Assistant Mayor Kelley moved to close the Non-Public Session and seal the minutes. Seconded by Councilor Cook. On an 8-0 roll call vote, motion passed. Mayor McEachern, Assistant Mayor Kelley, Councilors Cook, Blalock, Bagley, Moreau, Flynn and Hopkins voted Yes. Councilor Tabor Absent.**

2. **Roll Call**

**Present:** Mayor McEachern, Assistant Mayor Kelley, Councilors Cook, Blalock, Bagley, Moreau, Flynn and Hopkins. Councilor Tabor arrived 7:15.

Mayor McEachern acknowledged the students participating in 2026 Student Government Day. Mayor McEachern acknowledged the commitment of local servicemen and women.

3. **Pledge of Allegiance** – Pledge of Allegiance was held

4. **Acceptance of Minutes** – March 2, 2026, City Council meeting

**Councilor Hopkins moved to accept and approve the minutes of the March 2, 2026, City Council meeting. Seconded by Councilor Flynn. Motion passed unanimously.**

5. **Recognitions and Volunteer Committee Reports**

Proclamation – Women’s History Month

**Councilor Blalock voted to suspend the rules and bring forward Item 13. Presentations and Written Communications, Item C. David M. Scanlan, NH Secretary of State. Seconded by Councilor Moreau. Motion passed unanimously.**

Mayor McEachern introduced Secretary Scanlan and stated his own personal experience with staggering insurance and billing costs.

Secretary of State provided a brief presentation following which the Mayor and members of the City Council asked questions of the Secretary of State to which the Secretary of State and members of his office provided answers.

Deliberations continued between City Council members, Secretary Scanlan and his legal team.

Mayor McEachern presented the following orders of business for City Council approval.

**Councilor Blalock moved to authorize the City Manager to negotiate a payment agreement with SchoolCare in the amount of \$1,570,606, under protest. Seconded by Councilor Cook**

**On a roll call vote 8-1, motion passed. Councilor Bagley voting opposed.**

**Assistant Mayor Kelley moved to direct the Office of the City Attorney to submit public records requests to SchoolCare, the Office of the Secretary of State, and the National Education Association of New Hampshire, seeking records relevant to the Assessment. Seconded by Councilor Cook**

**On a unanimous roll call vote, motion passed.**

**Assistant Mayor Kelley moved to direct the City Manager to explore uncommitted funds in the remainder of the Fiscal Year 2026 budget to address as much of the \$1,570.606 assessment as possible without curtailing services, and to report back. Seconded by Councilor Moreau**

**On a unanimous roll call vote, motion passed.**

**Assistant Mayor Kelley moved to request that the School Board explore uncommitted funds in the remainder of the Fiscal Year 2026 budget to address as much of the \$1,570,606 assessment as possible without curtailing services, and to report back. Seconded by Councilor Blalock.**

**On a unanimous roll call vote, motion passed.**

- 6. Public Comment Session** – There were sixteen speakers. Stephanie Seacord (Sister Cities), Gerald Duffy (Housing Action Plan), Alex Clithero (SchoolCare), Erin Bakkom (SchoolCare), Esther Kennedy (Portsmouth), Marcus Santy (SchoolCare), Lisa Rapaport (SchoolCare), Chris White (Audit), Kline Dickens (Urgent-Matter Pease), Paige Trace (Portsmouth), Nancy Novelline Clayburgh (SchoolCare), David Castellano (SchoolCare), Rick Becksted (SchoolCare & Kelli Barnaby), Roy Helsel (School Board), Petra Huda (Health Stabilization Fund), Peter Hurst (SchoolCare)

**Councilor Blalock voted to suspend the rules and bring forward Item 16. Approval of Grants/Donations, Item B. Acceptance of Donation from the Serious Summer League for a new scoreboard at the South Mill Pond Basketball Courts. Seconded by Councilor Moreau. Motion passed unanimously.**

**7. Approval of Grants/Donations**

- B. Acceptance of Donation from the Serious Summer League for a new scoreboard at the South Mill Pond Basketball Courts.

**Councilor Blalock moved to approve and accept the donation as presented. Seconded by Councilor Moreau. Motion passed unanimously.**

Mayor McEachern called the meeting to recess.

Mayor McEachern called the meeting to order.

**Councilor Cook voted to suspend the rules and bring forward Item 16, Approval of Grants/Donations, Item A. Acceptance of Donation from Richard Duddy to donate a Memorial Bench in memory of Richie Duddy. Seconded by Assistant Mayor Kelley. Motion passed unanimously.**

**8. Approvals of Grants/Donations**

A. Acceptance of Donation from Richard Duddy to donate a Memorial Bench in Memory of Richie Duddy

**Councilor Bagley moved to accept a memorial bench from Richard Duddy in memory of Richie Duddy to be installed at the Plains Ballfield. Seconded by Councilor Hopkins. Motion passed unanimously.**

**9. PUBLIC HEARING AND SECOND READING of Ordinance amendment to Chapter 1, ADMINISTRATIVE CODE, Article IV – COMMISSIONS AND AUTHORITIES, Section 1.415, be added to establish a permanent Sister City Committee**

**Assistant Mayor Kelley moved to pass second recording and schedule third and final reading at the April 6, 2026, City Council meeting. Seconded by Councilor Cook. After public hearing, motion passed unanimously.**

Mayor McEachern opened the public hearing. After seeing no speakers, Mayor McEachern closed the public hearing.

**Councilor Blalock moved to suspend the rules and pass third and final reading as presented. Seconded by Councilor Cook. Motion passed unanimously.**

**10. PUBLIC HEARING AND SECOND READING of Ordinance amendment to Chapter 10, Zoning Ordinance as follows: rezone parcel described on the City Tax Map 209, Lot 87 from Single Residence B (SRB) to Gateway Neighborhood Mixed Use Center (G2); and Article 4 Zoning Districts and Use Regulations, Section 10.440, Use 3.40 “Museum” to be changed from “S” Special Exception to “P”, Permitted in Gateway Neighborhood Mixed Use Corridor (G1) and G2. The Zoning Maps to be amended are referenced in the City’s Zoning Ordinance at Chapter 10, Article 4, Zoning and District Use Regulations, referenced in the City’s Zoning Ordinance at Chapter 10, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10, collectively the “Zoning Maps”**

Presentation by Assistant Planning Director Peter Stith.

**Councilor Moreau moved to pass second reading and schedule third and final reading at the April 6, 2026 City Council meeting. Second by Councilor Blalock. After public hearing, motion passed unanimously.**

Mayor McEachern opened the public hearing. After seeing no speakers, Mayor McEachern closed public hearing.

**Councilor Moreau moved to suspend the rules and bring up third and final reading. Second, Councilor Cook. Motion passed unanimously.**

**Councilor Moreau moved to pass third and final reading as presented. Seconded by Councilor Blalock. Motion passed unanimously.**

**11. PUBLIC HEARING AND SECOND READING of Ordinance amendment Chapter 10, Zoning Ordinance to change the zoning designation of the following parcels pursuant to Chapter 10, Article 4, Zoning and District Use Regulations, Section 10.421, District Location and Boundaries, Section 10.421.10 of the Zoning Ordinance**

Presentation by Assistant Planning Director Peter Stith.

Mayor McEachern opened the public hearing. There were three speakers – Petra Huda, Esther Kennedy, Paige Trace

After seeing no more speakers, Mayor McEachern closed the public hearing.

**Councilor Tabor moved to pass second reading and schedule third and final reading at the April 16, 2026, City Council meeting. Seconded by Councilor Hopkins. Motion passed unanimously.**

**12. PUBLIC HEARING AND ADOPTION of Resolution Pursuant to RSA 72:39-b regarding the elderly exemption on assessed value for qualified taxpayers**

Presentation by City Assessor Rosann Maurice-Lentz, CNHA, CMA.

Mayor McEachern opened the public hearing. After seeing no speakers, Mayor McEachern closed public hearing.

**Councilor Moreau moved to extend the meeting past 10:30 p.m. Seconded by Councilor Cook. Assistant Mayor Kelley voted opposed. Motion passed 8-1.**

**Councilor Cook moved to adopt the elderly exemption as presented in Option 4. Seconded by Councilor Blalock. Motion passed unanimously.**

**13. PUBLIC HEARING AND ADOPTION of Resolution Pursuant to RSA 72:37-b regarding the disabled exemption based on assessed value for qualified taxpayers**

Presentation by City Assessor Rosann Maurice-Lentz, CNHA, CMA

Presentation by Scott Scott, Tax Assessor, regarding property tax deferral option

**Councilor Cook moved to adopt the disabled exemption as presented in Option 4. Seconded by Councilor Blalock.**

Mayor McEachern opened the public hearing, seeing no speakers, Mayor McEachern closed the public hearing.

**Motion passed unanimously.**

**14. PUBLIC HEARING OF Resolution authorizing the issuance of refunding bonds of up to Eight Million Five Hundred Thousand Dollars (\$8,500,000) to refinance certain outstanding bonds of the city so as to reduce interest costs, and to pay all costs incidental and related thereto.**

Mayor McEachern opened the public hearing. There were two speakers – Petra Huda, Esther Kennedy

After seeing no more speakers, Mayor McEachern closed the public hearing.

**Councilor Blalock moved to adopt the resolution as presented. Seconded by Councilor Bagley. On a unanimous roll call vote motion passed.**

**15. PUBLIC HEARING OF Resolution authorizing a supplemental appropriation of \$400,000 from unassigned fund balance for necessary expenditures related to outside counsel**

City Attorney Susan Morrell provided a verbal summary of the pending litigation and the grounds continuing engagement of outside counsel.

**Councilor Hopkins moved to authorize the Supplemental Appropriation for Outside Counsel Fees of 400,000. Seconded by Councilor Blalock.**

Mayor McEachern opened the public hearing. There were three speakers – Petra Huda, Rick Becksted, Esther Kennedy

After seeing no more speakers, Mayor McEachern closed the public comment.

**On a unanimous roll call vote motion passed**

**16. Request Authorization to Expend Funds from the Lower State Street Pocket Park (Jay Smith) Trust**

**Councilor Cook moved to authorize the expenditure of up to \$26,000 from the Lower State Street Pocket Park (Jay Smith Park) Trust to cover the cost of maintenance improvements to the Park. Seconded by Assistant Mayor Kelley. Motion passed unanimously.**

**17. Request to Schedule First Reading of Amendment to Chapter 11, Article II, Section 11.216 (B) Relative to Sewer Use Changes**

**Councilor Blalock moved to schedule first reading of the amendment to Chapter II, Article II, Section 11.216 (B) relative to the establishment of sewer fees at the April 6, 2026, City Council meeting. Seconded by Councilor Bagley. Motion passed unanimously.**

**18. Request for Community Power Work Session**

**Councilor Cook moved to schedule a Community Power Work Session on April 20, 2026 at 6:00 p.m. Seconded by Councilor Flynn. Motion passed unanimously.**

**19. Access Easements for Water Services for 51 and 53 Chevrolet Avenue**

**Councilor Moreau moved to authorize the City Manager to accept and approve the Access Easements for Water Services in a form substantially similar to the easement deeds contained in the agenda packet. Seconded by Assistant Mayor Kelley. Motion passed unanimously.**

**20. Disposal of Fire Engine**

**Councilor Blalock moved to authorize this vehicle be put out to bid in accordance with Finance Department Policy. Seconded by Councilor Hopkins. Motion passed unanimously.**

**21. Consent Agenda** (there are no items under this section)

**22. Email Correspondence**

**Councilor Bagley moved to accept and place on file. Seconded by Councilor Cook. Motion passed unanimously.**

**23. Letter from Robert Graham, designated agent for Banfield Realty, LLC and Green Valley Realty, LLC**

**Assistant Mayor Kelley moved to accept and place on file. Seconded by Councilor Flynn. Motion passed unanimously.**

**24. Move to Appoint Acting City Clerk**

**Councilor Moreau moved to appoint June H. Philbrook as Acting City Clerk (Clerk Pro Tempore) to the City of Portsmouth, effective March 17, 2026, to serve until a permanent City Clerk is hired. This appointment is made in accordance with the City Charter, Section 4.2, NH RSA 48:8, and NH RSA 669: 65 to fill the current vacancy in the office. Seconded by Assistant Mayor Kelley. Motion passed unanimously.**

**25. Appointments to be Considered** – The City Council considered the appointments outlined below to be voted upon at the April 6, 2026, meeting.

- Reappointment of Jacqueline Cali-Pitts to the Recreation Board
- Appointment of Angus MacDonald to the Portsmouth Housing Committee
- Appointment of Oliver Chag to the Portsmouth Housing Committee

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

- Housing Action Plan Report Back – City Manager Conard stated that the Planning and Sustainability Department is realigning staff responsibilities to address the City Council Goal on housing. The Housing Action Plan will work to identify actions taken to supply low market rate housing in Portsmouth.
- Meeting Minute update – City Manager Conard spoke to the revising of the meeting minutes and implementing the new format of Meeting Minutes and Actions Taken with the March 2, 2026, City Council meeting. City Manager Conard welcomes feedback from City Council members.
- Outdoor Dining – City Manager Conard spoke to the opening of the outdoor dining season.
- Master Plan Open House – City Manager Conard advised City Council members that the Open House will be held on April 22, 2026 at 6:00 p.m., at Community Campus.

- Report Back on Vacancies and Retirements – City Manager Conard provided a list of current vacancies and retirements as was requested by Councilor Tabor at the February 2<sup>nd</sup>, City Council meeting.

## **27. Adjournment**

**At 11:51 p.m. Assistant Mayor Kelley moved to adjourn the meeting. Seconded by Councilor Blalock. Motion passed unanimously.**

Prepared by:

June H. Philbrook, CNHDMC

Then Acting City Clerk

Submitted to City Council by:

Approved by the City Council

Katelyn Griggs

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

Acting City Clerk

*The Portsmouth City Council meeting of March 16, 2026, can be viewed in its entirety on the City of Portsmouth You Tube Channel.*

The Council Chambers  
City Hall  
Portsmouth, New Hampshire

A Proclamation

**Whereas:** National Library Week is celebrated April 19th through 25th this year, with the theme “Find Your Joy” because, as we know, libraries spark imagination, lifelong learning, and community connections; and

**Whereas:** Library Week was created in 1958 by the American Library Association (ALA), to support local libraries and library workers and we are drawn to the Portsmouth Public Library because it is one of the treasures of our City, open and free to all who wish to take advantage of the resources and guidance the Library and its staff have to offer; and

**Whereas:** Tuesday, April 21st is recognized as National Library Workers Day and is therefore an occasion to celebrate the tremendous team who act as community compasses to help library patrons “Find the Joy” by leading us to endless opportunities for engagement, enrichment, and development; and

**Whereas:** Portsmouth Public Library provides a variety of events, courses, discussions, and opportunities for young and old, offering a place to find new ideas, lifelong learning, new friends, and, yes, Joy; and

**Whereas:** The Portsmouth Public Library, through all of these efforts, strengthens our community and transforms the lives of our residents for the better.

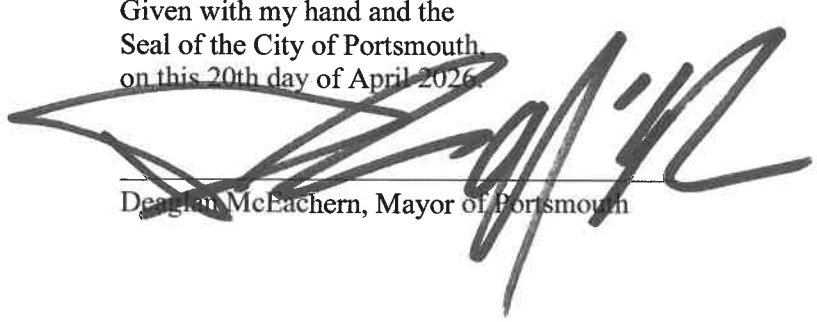
Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and citizens of Portsmouth, do hereby proclaim April 19-25, 2026

National Library Week in Portsmouth

and call upon the residents of Portsmouth to get to know our library even better than they may already and to recognize our library professionals as being dedicated to elevating our minds and lives – because they and their resources help us “Find Our Joy.”



Given with my hand and the  
Seal of the City of Portsmouth  
on this 20th day of April 2026.

  
Deaglan McEachern, Mayor of Portsmouth



*Joseph Hoebke*  
Chairman

# State of New Hampshire

## NH LAW ENFORCEMENT ACCREDITATION COMMISSION POLICE STANDARDS & TRAINING COUNCIL

Arthur D. Kehas  
Law Enforcement Training Facility & Campus  
17 Institute Drive, Concord, N.H. 03301-7413  
603-271-2133 - Fax: 603-271-1785  
TDD Access: Relay NH 1-800-735-2964



*John V. Scippa*  
Director

**March 25, 2026**

Dear Chief Newport,

On behalf of the New Hampshire Law Enforcement Accreditation Commission, I would like to congratulate you, Accreditation Manager Kate Young, and the entire Portsmouth Police Department on being awarded New Hampshire Law Enforcement Accreditation. This prestigious recognition is a testament to your department's dedication, exceptional professionalism, and commitment to upholding the highest national and state law enforcement standards.

This voluntary process to attain full accreditation status is challenging and thought-provoking. It requires attention to detail, policy review and development, and coordinated effort across all levels of the department. Attaining New Hampshire Law Enforcement Accreditation is a landmark milestone and a testament to your department's commitment to excellence in service to your community. The standards set by the New Hampshire Law Enforcement Accreditation Commission promote transparency and accountability and emphasize the importance of continuous professional growth within law enforcement agencies. It is also notable that the Portsmouth Police Department is nationally accredited through the Commission on Accreditation for Law Enforcement Agencies (CALEA), making your agency the first to be dual-accredited within the New Hampshire program.

As you continue to build on this achievement, I am confident that the Portsmouth Police Department will serve as a leading example in New Hampshire of integrity, effectiveness, and community engagement in law enforcement.

I would like to invite you to attend the New Hampshire Law Enforcement Accreditation Commission meeting on April 7 at 1300 hours, held at Police Standards and Training in Concord. At that meeting, you will be formally presented with your award and congratulated by the Commission for your success.

Once again, congratulations on this accomplishment. Please extend my sincere appreciation and congratulations to all members of your department. Your hard

work and commitment to excellence are ingrained in the culture of the Portsmouth Police Department, and I look forward to your continued success and leadership in the New Hampshire law enforcement community.

Warmest regards,

A handwritten signature in blue ink that reads "John D. McGregor IV". The signature is written in a cursive style with a large, stylized "J" and "M".

John D McGregor, IV  
Program Manager, New Hampshire Law Enforcement Accreditation Commission  
NH Police Standards and Training  
(603) 271-2134  
[John.D.McGregor@pst.nh.gov](mailto:John.D.McGregor@pst.nh.gov)

**CITY OF PORTSMOUTH, NH**  
**Public Art Review Committee**

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 the opportunity to clarify confusion about the origin of the park and the art work 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 jurisdiction, 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 plantings. 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.

Parker provided an example of Aichele's drawing of Jay Smith as well as other sculptures he has created as evidence of his skill in being able to execute the proposed sculpture.

PARC members suggested that the bronze head be raised higher than the current head so that passersby will be able to see the face and not only the top of the head.

PARC members also suggested adding an appropriately scaled plaque or sign to recognize Jay Smith's contributions to Portsmouth. Suggested contents could include: *Jay Smith, founder of the Press Room, played a key role in Portsmouth's cultural revival in the 1970s and 1980s. The Press Room became a center for live music—especially the folk music that Smith loved. His substantial but quiet philanthropy and artistic efforts were critical for saving the Music Hall and growing its programming. Smith was something of a Renaissance man—a journalist by trade who had a beautiful singing voice, a City Councilor, and a community benefactor who was a hands-on builder passionate about revitalizing historic buildings.*

## ORDINANCE #

### THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 7 PARKING, Article I: PARKING METERS, Section 7.102: PARKING METER RATES, be amended by adding subsection C below as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

#### **C. PARKING METER RATES FOR RESIDENT ACCESS PARKING PROGRAM PILOT**

**City Council Policy # 2026 - 01 creates a one-year Resident Access Parking Program (RAPP) Pilot ("RAPP") in designated locations outside the metered Downtown Business District, that charges nonresidents for parking and provides free parking for residents and School, Recreation and Library employees with vehicle license plates registered through the City's Parking Office or the Tax Collector's Office. The RAPP Pilot also expands the Downtown Workforce Parking Program as set forth below. The following streets are included in the RAPP Zone:**

##### **1. RAPP Zone**

**The RAPP Zone includes the following streets:**

- a. Parrott Avenue (roadway only, and the only street in the RAPP Zone to be used by downtown workers registered for the Downtown Workforce Parking Program)**
- 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)**

##### **2. Hours of Enforcement**

**Parking in the RAPP Zone shall be at the hourly rates set forth below during the hours of enforcement Monday through Saturday, from 9:00 a.m. to 8:00 p.m., and Sunday from 12:00 p.m. to 8:00 p.m., holidays excepted.**

**3. Parking Rates in the RAPP Zone**

- a. For School, Library and Recreation employees and residents who have registered their vehicle license plates with the City's Parking Office or the Tax Collector's Office, parking is free.**
- b. The parking rate for nonresidents is \$1.00 per hour.**
- c. The parking rate for downtown workers who have registered for the Downtown Workforce Parking Program for on street parking is \$0.30 per hour. Parrott Avenue is the only street in the RAPP Zone where downtown worker parking is permitted.**

**4. Compliance with Ordinances and Penalties for Violators**

**All residents, employees, nonresidents and downtown workers parking in the RAPP Zone shall comply with all other applicable parking ordinances.**

**5. Effective date**

**The effective date of this ordinance is July 1, 2026.**

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

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

This ordinance shall take effect upon its effective date.

APPROVED:

\_\_\_\_\_  
Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

\_\_\_\_\_  
Katelyn Griggs, Acting City Clerk




# City of Portsmouth

Deputy City Manager

## MEMORANDUM

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**TO:** Karen Conard, City Manager

**FROM:** Carl E. Weber, Deputy City Manager   
Benjamin M. Fletcher, Director - Parking and Transportation  
Mike Casad, Parking General Foreman

**DATE:** April 9, 2026

**SUBJECT:** Updated Resident Access Parking Program (RAPP) Pilot - 2026 & Downtown Workforce Parking Pilot on Parrott Ave.

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## Resident Access Parking Program (RAPP) Pilot – 2026

At the City Council meeting on December 8<sup>th</sup>, 2025, City staff presented a one-year Resident Access Parking Program (RAPP) Pilot to improve public parking management in areas other than the metered downtown business district. This Pilot was in response to a request for a report back in October of 2025. The RAPP Pilot 2026 prioritizes residents by allowing them to park at no cost when their Portsmouth-registered license plates are enrolled in the existing resident parking program, while charging nonresidents to park in the same designated areas.

The original Pilot was modified based on feedback from the City Council, the Recreation Board, the Library, and the Chamber Collaborative. This Pilot was presented to the Parking Traffic and Safety Committee (PTS) on February 5, 2026. PTS voted to approve the updated Pilot with a request for quarterly feedback. The Pilot was also presented at the Economic Development Commission (EDC) meeting on March 20, 2026, that included the addition of Workforce Parking along Parrott Ave. EDC requested staff consider updating the forms, simplifying the process, provide an online option, as well as tracking the “sector” of the hourly workers who participate in the program. Staff is working on these requests to be incorporated during the Pilot period.

The Pilot program is a proof-of-concept test to help determine whether monetizing non-resident parking results in increased parking availability for residents. By testing high-volume roadways and encouraging additional residents to register their Portsmouth vehicle license plates in the existing resident parking program, the City will be better equipped to develop future expansion into neighborhoods based on lessons learned and data gathered from this Pilot.

## A Different Approach for RAPP Pilot 2026

The RAPP Pilot 2026 would charge non-resident vehicles \$1.00 per hour to park in designated areas, using vehicle license plate enforcement. Before the program begins, an outreach campaign will share details about the pilot and encourage residents to register their Portsmouth vehicle license plates through the Parking Office or the Tax Collector's Office. This campaign will include flyers in the RAPP areas, FAQs, promotion on the website, social media, and the City Newsletter.

While the RAPP Areas may be adjusted during the term of the Pilot with City Council approval, the RAPP Areas will initially include the following roads:

- Parrott Avenue (**roadway only**)\*
- Hanover Street (from Bridge Street to Brewster Street)
- Rock Street (includes the spaces perpendicular to roadway)
- Pearl Street
- Tanner Street
- Tanner Court
- Gates Street
- Hancock Street
- Washington Street (from Court to Hancock)

*\*Parrott Avenue is proposed to include a Downtown Workforce Parking Pilot in addition to RAPP. Middle School and Library Staff will also be able to park at no cost on Parrott Avenue during working hours and events.*

Residents who have already registered their Portsmouth vehicle license plates in the Parking Office or Tax Collector's Office for resident parking are able to park in the RAPP Areas without taking any further action. Residents can easily register their plates with either office.

Note: The Tax Collector's Office cannot automatically share resident license plate information with the Parking Division; residents must initiate this action by requesting a form at the Tax Office.

The current parking ordinance for 3 hours free for ADA and veteran's parking will apply to this zone.

Parking meter rentals remain available through the Parking Clerk's office for construction or moving. The current cost is \$35 per space per day and may be adjusted in the future through Fee Committee.

**Once registered, residents do not need to use a cellphone or app to participate in the RAPP Pilot 2026 program.** Only non-residents or those residents who have not registered their Portsmouth license plates would need to initiate a session with the ParkMobile App or use the repurposed parking kiosk that will be installed on Parrott Ave.

The goal is to make this RAPP Pilot 2026 as easy as possible for residents to park once they are registered in the parking system.

## Downtown Workforce Parking Pilot on Parrott Avenue

After receiving feedback and discussion with the Chamber Collaborative, downtown businesses, and the EDC, Staff is proposing a Downtown Workforce Pilot on Parrott Avenue (roadway only). Currently, the downtown workforce program is offered at the Foundry Garage and consists of 20 stickers per month for \$3 dollars per sticker for up to a 10-hour stay.

Hourly employees who work downtown and have registered at the Parking Office can take advantage of the Pilot program. Instead of paying the non-resident rate of \$1 per hour, the cost to park on Parrott Avenue would be .30 cents per hour plus the .35 cent initial session fee. This approach is comparable to the cost of the existing program in the Foundry garage for \$3.00 for a 10-hour stay. The main difference is that employees only pay the hourly rate for initiated sessions and the actual hours used instead of pre-paying for stickers. This Pilot also allows a proof-of-concept for allowing this program outside of a garage environment.

Further expansion of the Downtown Workforce Parking Pilot will be considered during the Pilot term as evidence supports.

## Lessons Learned from Previous Pilot Program

The Islington Creek Neighborhood Parking Program (NPP) Pilot in 2019 used parking permits and designated parking areas. The pilot included Hanover (Bridge to Brewster), Tanner, Tanner Court, Rock, Sudbury, Brewster, Langdon, McDonough, Cornwall, Rockingham, Cabot, Salem, and Dover Streets. Managing and tracking the permit program was difficult, especially for rental units with multiple occupants. The

RAPP Pilot 2026 solves this problem by utilizing a simpler approach with Portsmouth vehicle license plate enforcement, and it is proposed to begin just over a year after the City began connecting current vehicle registrations to designate resident status.

## RAPP Pilot 2026 Financial Analysis

The RAPP Pilot 2026 as outlined would result in 74 additional weekly hours of enforcement for the 224 spaces for an estimated \$2,106.63 per month cost. The estimated monthly revenue for non-resident parking is \$5,322.92, for an anticipated net gain of \$3,215.29 per month.

Thus, this RAPP Pilot 2026 is estimated to cover the costs associated with this program. In the future, any surplus revenue could be applied to cover costs associated with proposed neighborhood parking expansion. (See *Resident Access Parking Program - Cost and Revenue Estimates* dated 1/27/2026 for additional details.)

## Timeline/Plan for Implementation

- Order signs: 4-6 weeks
- Conduct neighborhood Counts: 4-6 weeks
- Create zones in the ParkMobile App: 4-6 weeks
- Install a repurposed parking kiosk on Parrott Ave
- Conduct outreach (Flyers on cars, website, and social media): 1-2 weeks
- Start with Friendly Informational Warning Citations: Beginning day one to help educate for the first few weeks and emphasize registering Portsmouth license plates
- Provide data driven analysis-report back: Quarterly to City Council and PTS

## Data Collection and Analysis

The City Council and PTS will receive a quarterly report on the RAPP Pilot 2026 with additional recommendations and possible adjustments to the RAPP program.

Staff will collect parking utilization data and monitor adjacent areas to evaluate changes in parking patterns to prioritize which neighborhoods the RAPP Pilot 2026 effort.

Data collection will consist of occupancy counts in the target areas and surrounding areas taken at 6 am, 12 noon and 6 pm. Revenues associated with the program will also be reported quarterly.

## Proposed Implementation Steps

The RAPP Pilot implementation includes policy adoption as well as an ordinance change. The ordinance requires three readings and a public hearing (see attached draft schedule). This process is estimated to take approximately two months, and the RAPP Pilot would start on July 1, 2026, following the adoption of the associated ordinance and policy in May and after a month of education and awareness.

## Future Steps

Staff will collect parking utilization data and monitor adjacent areas to evaluate changes in parking patterns to prioritize which neighborhoods the RAPP Pilot 2026 effort could expand into first. The Pilot program will test whether monetizing non-resident parking provides increased availability to residents. If true, this approach, when expanded to neighborhoods, may support higher density affordable housing developments in the future. Staff will provide financial analysis for any proposed expansion to include proposed neighborhoods, implementation phases, enforcement costs, revenue assumptions, and anticipated parking sessions to establish the net gain or loss associated with the recommendations.

Attachments

# Resident Access Parking Program

## Cost and Revenue Estimates

**Enforcement**

Mon-Sat	66	Monday - Saturday hours	1/27/2026
Sunday	8	Sunday hours	
<b>Total</b>	<b>74</b>	<b>hours of coverage required weekly</b>	

<u>Personnel</u>	<u>Annual Cost</u>	<u>Monthly Cost</u>
PTE Enforcement	25,291.50	2,107.63
<b>Total</b>		<b>2,107.63</b>

**Revenue Assumptions**

Total Inventory 224 spaces

Low Observed Residency Usage

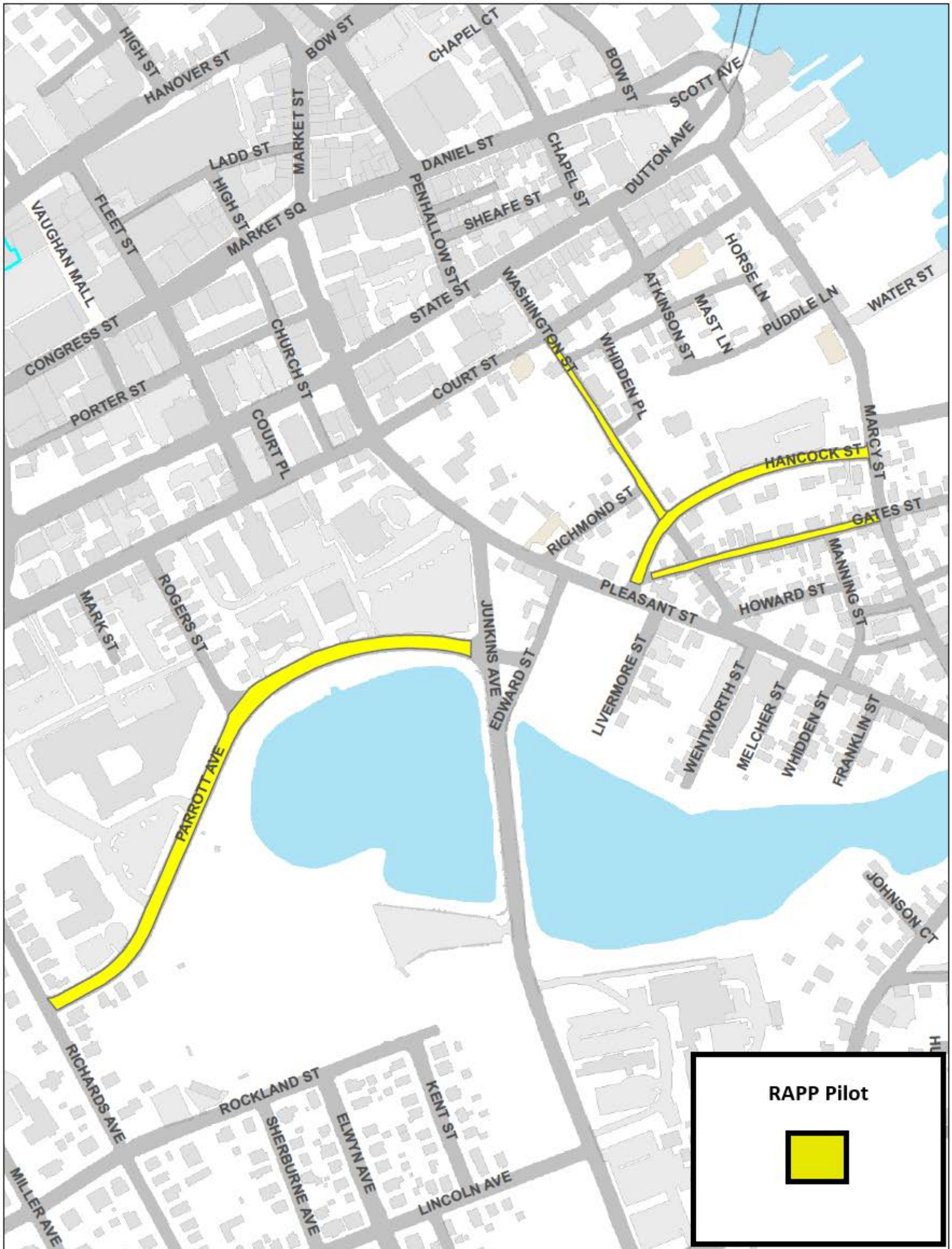
Average Length of Stay (LOS) downtown: 2.25 hours

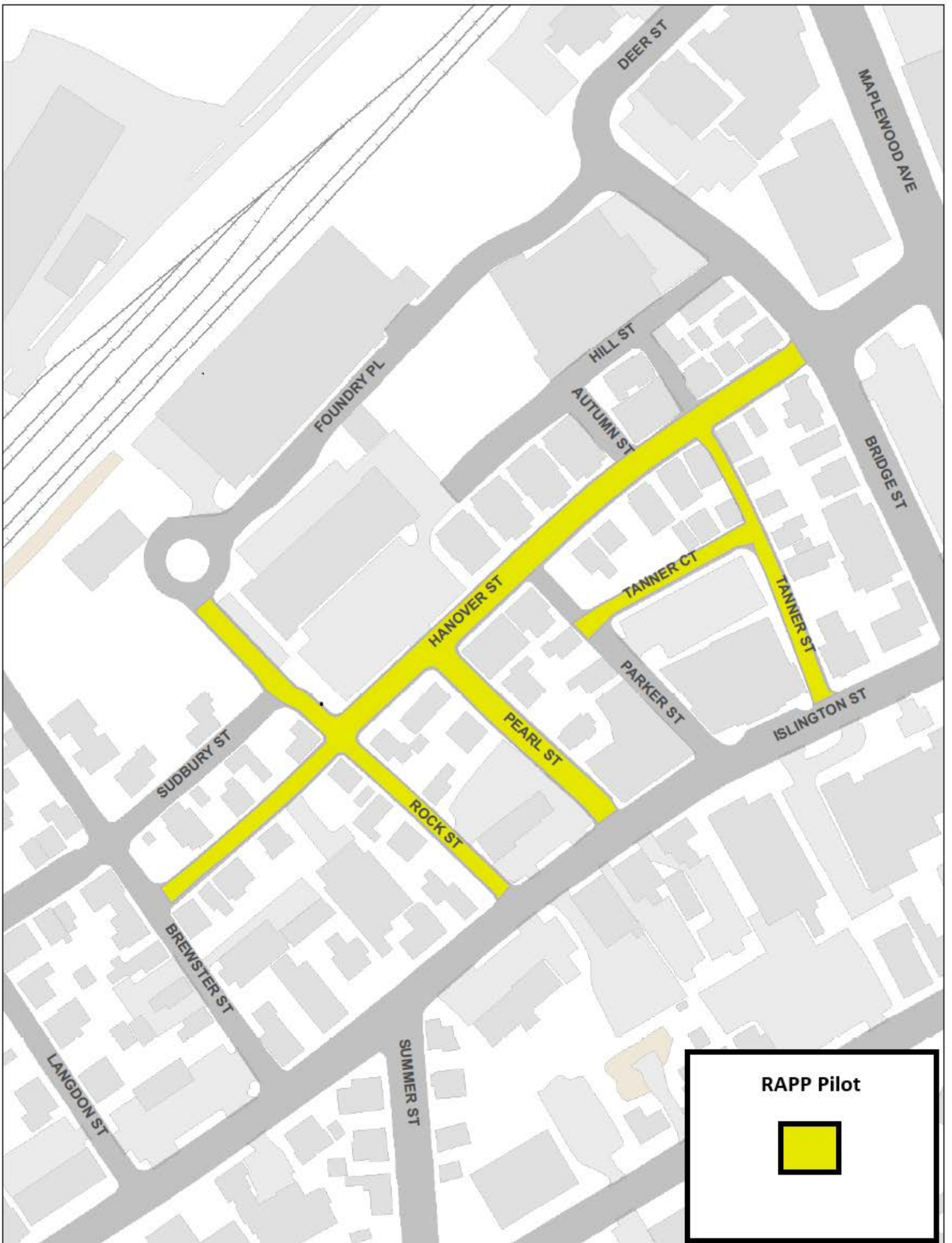
<u>Anticipated Sessions</u>	<u>Rate</u>	<u>LOS (hours)</u>	<u>Revenue/Session</u>
50	\$ 1.00	3.5	\$ 3.50
			<b>\$ 5,322.92</b> Anticipated Monthly Revenue

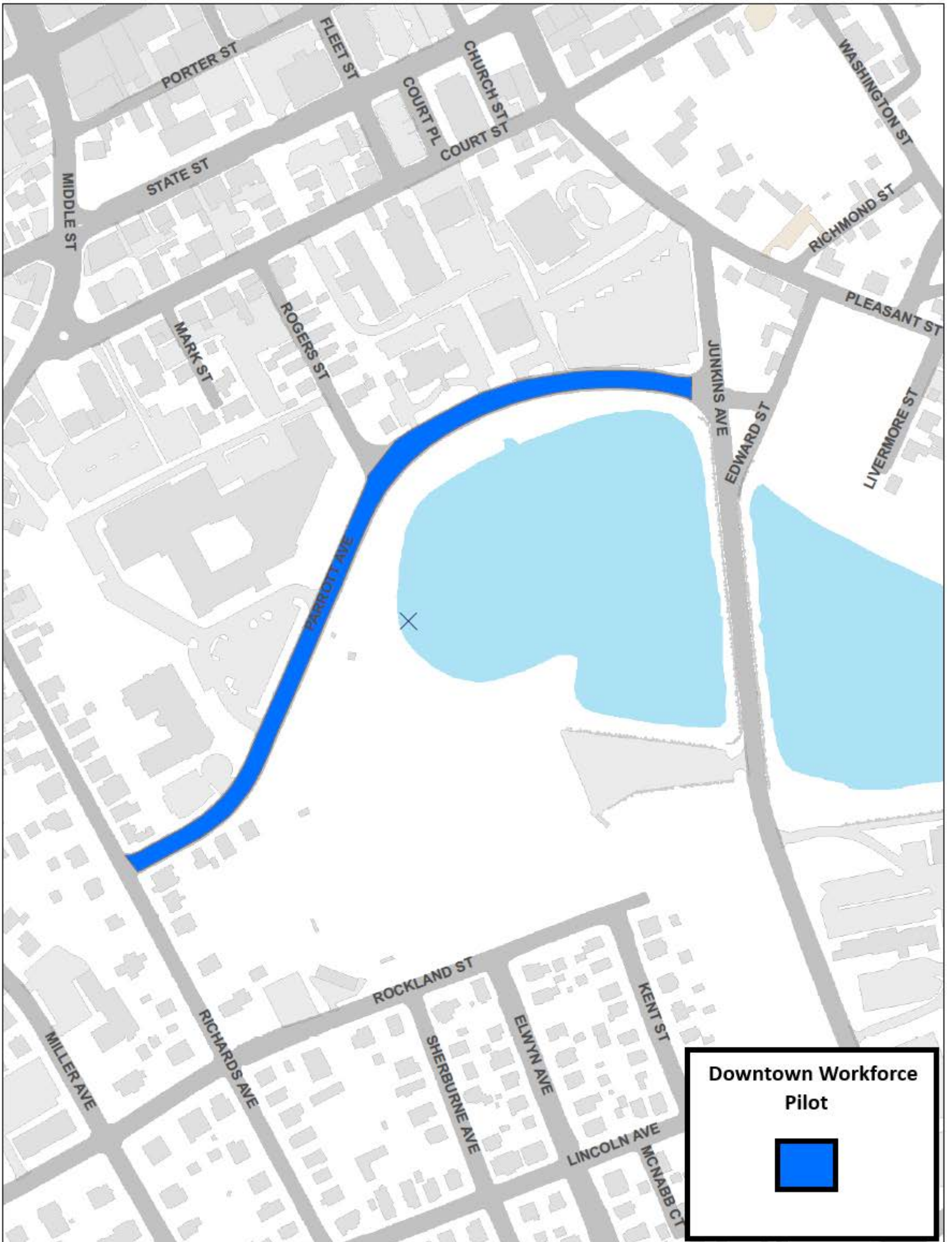
**\$ 3,215.29** Anticipated net gain (loss)

**Inventory**

35	Hanover Street - Bridge to Brewster
18	Rock Street
10	Pearl Street
3	Tanner
11	Tanner Ct
28	Hancock Street
21	Gates Street
8	Washington
90	Parrott Avenue
<b>224</b>	







**Downtown Workforce  
Pilot**



## RAPP Draft Schedule 4/9/2026

✓COMPLETED: April 6, 2026

CM Items Require Action

Report back on RAPP Pilot

**(Sample motion -move to schedule first reading for ordinance amending Chapter 7, Parking, Article I- Parking Meters, Section 7.102, Parking Meter Rates, to establish parking rates for the Resident Access Parking Program (RAPP) Pilot at the April 20, 2026, City Council meeting)**

**April 20, 2026**

Public Hearings and Votes on Ordinances

### **First Reading of Ordinance:**

First reading for ordinance amending Chapter 7, Parking, Article I- Parking Meters, Section 7.102, Parking Meter Rates, to establish parking rates for the Resident Access Parking Program (RAPP) Pilot. **(Sample motion -move to pass first reading and schedule public hearing and second reading at the May 4, 2026, City Council meeting)**

CM Informational

Draft City Council Policy No. 2026-01 – Resident Access Parking Program Pilot

**May 4, 2026**

Public Hearing and Votes on Ordinances

### **Public Hearing and Second reading of Ordinances:**

Public hearing and second reading of ordinance amending Chapter 7, Parking, Article I- Parking Meters, Section 7.102, Parking Meter Rates, to establish parking rates for the Resident Access Parking Program (RAPP) Pilot

- **PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**  
**(Sample motion – move to pass second reading and hold third and final reading at the May 18, 2026 City Council meeting)**

**May 4, 2026 (continued)**

CM Items that Require Action

City Council Policy No. 2026-01 – Resident Access Parking Program Pilot

**(Sample Motion – move to pass City Council Policy No. 2026-01 – Resident Access Parking Program Pilot as presented)**

**May 18, 2026**

Public Hearing and Votes on Ordinance

**Third reading of Ordinances:**

Third Reading for ordinance amending Chapter 7, Parking, Article I- Parking Meters, Section 7.102, Parking Meter Rates, to establish parking rates for the Resident Access Parking Program (RAPP) Pilot **(Sample motion – move to pass third and final reading of the ordinance as presented)**

**Month of June – Education & Awareness Campaign**

**July 1, 2026**

**RAPP Pilot Begins**

## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, April 20, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, New Hampshire, on a Resolution authorizing participation in the Clean Water State Revolving Fund (CWSRF) Loan Program of up to Six Million Dollars (\$6,000,000), with Five Percent (5%) principal forgiveness, for costs related to Fleet Street Area Reconstruction Phase 2B.

The complete Resolution is available for review in the Office of the Portsmouth City Clerk and the Portsmouth Public Library during regular business hours.

Katelyn Griggs, City Clerk Pro Tempore PORTSMOUTH, NH



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

**RESOLUTION # XX - 2026**

**A resolution authorizing participation in the Clean Water State Revolving Fund (CWSRF) Loan Program of up to Six Million Dollars (\$6,000,000), with Five Percent (5%) principal forgiveness, for costs related to Fleet Street Area Reconstruction Phase 2B.**

**RESOLVED:**

**THAT** that the sum of up to **Six Million Dollars (\$6,000,000)** is appropriated for:

**Fleet Street Area Reconstruction Phase 2B**, including the payment of costs incidental or related thereto;

**THAT** to meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow up to **Six Million Dollars (\$6,000,000)** through the loan program offered through the State of New Hampshire Department of Environmental Services identified as the State Revolving Fund Loan with 5% principal forgiveness;

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

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

**APPROVED:**

\_\_\_\_\_  
**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL  
DATE**

\_\_\_\_\_  
**KATELYN GRIGGS  
CITY CLERK PRO TEMPORE**

## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, April 20, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, New Hampshire, on a resolution authorizing participation in the Drinking Water State Revolving Fund (DWSRF) Loan Program of up to Six Million Five Hundred Thousand Dollars (\$6,500,000), with Ten Percent (10%) principal forgiveness, to include a DWSRF Emerging Contaminant Loan of up to Eight Hundred Sixty-One Thousand Seven Hundred Ninety-One Dollars (\$861,791), with One Hundred Percent (100%) principal forgiveness, for costs related to Greenland Well PFAS Treatment, and rescinding the amount of Two Million Dollars (\$2,000,000) in funds previously authorized to be borrowed for the same purpose.

The complete Resolution is available for review in the Office of the Portsmouth City Clerk and the Portsmouth Public Library during regular business hours.

Katelyn Griggs, City Clerk Pro Tempore PORTSMOUTH, NH

### LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, April 20, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, New Hampshire, on a resolution authorizing participation in the Drinking Water State Revolving Fund (DWSRF) Loan Program of up to Six Million Five Hundred Thousand Dollars (\$6,500,000), with Ten Percent (10%) principal forgiveness, to include a DWSRF Emerging Contaminant Loan of up to Eight Hundred Sixty-One Thousand Seven Hundred Ninety-One Dollars (\$861,791), with One Hundred Percent (100%) principal forgiveness, for costs related to Greenland Well PFAS Treatment, and rescinding the amount of Two Million Dollars (\$2,000,000) in funds previously authorized to be borrowed for the same purpose.

The complete Resolution is available for review in the Office of the Portsmouth City Clerk and the Portsmouth Public Library during regular business hours.  
Katelyn Griggs, City Clerk Pro Tempore PORTSMOUTH, NH

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

**RESOLUTION # XX - 2026**

**A resolution authorizing participation in the Drinking Water State Revolving Fund (DWSRF) Loan Program of up to Six Million Five Hundred Thousand Dollars (\$6,500,000), with Ten Percent (10%) principal forgiveness, to include a DWSRF Emerging Contaminant Loan of up to Eight Hundred Sixty-One Thousand Seven Hundred Ninety-One Dollars (\$861,791), with One Hundred Percent (100%) principal forgiveness, for costs related to Greenland Well PFAS Treatment, and rescinding the amount of Two Million Dollars (\$2,000,000) in funds previously authorized to be borrowed for the same purpose.**

**RESOLVED:**

**THAT** that the sum of up to **Six Million Five Hundred Thousand Dollars (\$6,500,000)**, which incorporates the DWSRF Emerging Contaminant 100% forgiveness loan, is appropriated for:

**Greenland Well PFAS Treatment**, including the payment of costs incidental or related thereto;

**THAT** to meet this appropriation, the City Treasurer, with the approval of the City Manager is authorized to borrow up to **Six Million Five Hundred Thousand Dollars (\$6,500,000)** through the loan program offered through the State of New Hampshire Department of Environmental Services, identified as the Drinking Water State Revolving Fund (DWSRF) Loan, with 10% principal forgiveness, to include a DWSRF Emerging Contaminant Loan of up to Eight Hundred Sixty-One Thousand Seven Hundred Ninety-One Dollars (\$861,791) with 100% principal forgiveness;

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

**THAT** Two Million Dollars (\$2,000,000) of the Eleven Million Four Hundred Fifty Thousand Dollars (\$11,450,000) authorized to be borrowed pursuant to Resolution 16-2025 for the same purpose is hereby rescinded; and

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

**APPROVED:**

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**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL  
DATE**

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**KATELYN GRIGGS  
CITY CLERK PRO TEMPORE**



Karen S. Conard  
City Manager

## CITY OF PORTSMOUTH

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

**Date:** April 16, 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 April 20, 2026

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

A. **First Reading of Ordinance Amending Chapter 7, Parking, Article I - Parking Meters, Section 7.102, Parking Meter Rates, to Establish Parking Rates for the Resident Access Parking Program (RAPP) Pilot:**

On April 6, 2026, the City Council voted to bring forward for first reading an ordinance amending [Chapter 7, Parking, Article I – Parking Meters, Section 7.102, Parking Meter Rates](#), to establish parking rates for the Resident Access Parking Program (RAPP) Pilot by adding a new subsection C to Section 7.102. These parking rates only apply to the streets listed in the RAPP Zone defined in the amendment. The parking rates are \$1 per hour for nonresidents and free parking for residents and School, Recreation, and Library employees with vehicle license plates registered through the City's Parking Office or Tax Collector's Office. The amendment also establishes a \$.30 per hour rate for downtown workers registered for the Downtown Workforce Parking Program for on street parking for Parrott Avenue only.

*I recommend that the City Council move to pass first reading and schedule a public hearing and second reading at the May 4, 2026 City Council meeting.*

B. **Public Hearing Regarding Resolution Authorizing \$6,000,000 to Participate in the Clean Water State Revolving Fund for Fleet Street Area Reconstruction Phase 2B:**

The State of New Hampshire Department of Environmental Services (NHDES) offered the City an opportunity to [borrow \\$6,000,000 from the Clean Water State Revolving Fund \(CWSRF\) for the Fleet Street Area Reconstruction Phase 2B Project](#). The offer includes 5% principal forgiveness, which provides the City with approximately \$300,000 in direct financial benefit.

The current interest rate associated with this loan is 4.152%. This funding opportunity is advantageous to the City because it reduces the overall project cost through principal forgiveness while providing access to below market financing for a major infrastructure investment. In addition, this project is eligible for the State Aid Grant (SAG) program, which can further reduce the City’s net cost through state reimbursement of a portion of construction expenses.

Please note this Resolution requires a two-thirds rollcall vote of the City Council.

*I recommend that the City Council move to adopt the Resolution as presented.*

**C. Public Hearing Regarding Resolution Authorizing \$6,500,000 to Participate in the Drinking Water State Revolving Fund for Greenland Well PFAS Treatment:**

The State of New Hampshire Department of Environmental Services (NHDES) offered the City an opportunity to borrow \$6,500,000 from the Drinking Water State Revolving Fund (DWSRF) for the construction of the PFAS Treatment Facility for the Greenland Well. This offer includes approximately \$861,791 from the DWSRF Emerging Contaminant Loan program with 100% forgiveness and 10% principal forgiveness from the remaining loan amount of \$5,638,209 (\$563,820.90).

The current interest rate associated with this loan is 4.152%. This funding opportunity is advantageous to the City because it includes forgiveness which totals approximately \$1,425,611. Previously approved bonding authority for \$2,000,000 under “FY26 Greenland Well Treatment” will be rescinded with this resolution. Other previously authorized bonds that were assigned for the Greenland Well project will remain available to cover construction costs if they exceed the loan amount.

Please note this Resolution requires a two-thirds rollcall vote of the City Council.

*I recommend that the City Council move to adopt the Resolution as presented.*

**11. *City Manager’s Items Which Require Action:***

**A. Town of Madbury Request for Easements on City Property:**

The Town of Madbury is planning to replace a large culvert on Freshet Road adjacent to the City’s Madbury Treatment Facility property and is requesting temporary and permanent easements from the City for this purpose. As described in [the attached letter from the Town of Madbury](#), the replacement culvert will not extend into the City’s property as far as the existing culvert, but still requires a small area on the City’s property of 345 square feet for future access and maintenance. An area of approximately 4,900 square feet is requested for a temporary construction easement. The Town anticipates this construction will occur in the summer of 2026 and the temporary easement will expire on December 31, 2027 or one year after the completion of construction, whichever comes first.

The Department of Public Works fully supports granting [the attached easements](#) to the Town of Madbury. The replacement of this culvert is important for maintaining access along Freshet Road for our treatment operations and to prevent flooding on City property if the culvert were to fail and impede the conveyance of Johnson Creek. The Town is offering a de minimis impact payment of \$500 to the City for these easements.

*I recommend that the City Council move to authorize the City Manager to execute the permanent and temporary easements to the Town of Madbury for the culvert replacement on Freshet Road and accept their de minimis payment of \$500 as presented.*

### ***13. Presentations and Written Communications:***

#### **B. Presentation Regarding Report Back on Prescott Park Master Plan Implementation**

##### **Phase 1A:**

In response to the Council request at its April 6<sup>th</sup> meeting, below is a status update for the ongoing Prescott Park Phase 1A project:

In 2017, the City Council adopted the [Prescott Park Master Plan](#). The Plan called for major changes to the park, including updated layouts, revised services, and new park policies.

The City recognized that these renovations presented opportunities to improve climate resilience, preserve the historic structures, improve the City’s ability to host performances and public events, and ensure that these iconic Portsmouth places continue to serve the public. The City Council voted on July 11, 2022, to move forward with the Phase 1A work and provided funding authorization through the Capital Improvement Plan. Since that initial design effort, additional information concerning costs, tidal/flood design elevations and evolving City goals have led to adjustments to the previously presented Phase 1A design.

To date, the City’s consulting engineer, Weston & Sampson (W&S) has performed enabling engineering evaluations, completed a topographical survey of the Park, a survey of the underground utilities, an assessment of the historic buildings, and a tidal inundation study to establish resiliency goals for the upgraded park. Flooding during December 2022 and January 2024 storms reinforced the need to incorporate additional climate adaptation considerations into the planned park improvements. Most recent tidal projections identified the need to raise historic structures an additional three feet for a new total of six additional feet in elevation.

With feedback from the City Council and projected project cost estimates, the Phase 1A scope was modified to include the following proposed site improvements:

- Relocation and raising of the Shaw Warehouse on a new foundation;
- Relocation and raising of the Garage Addition on a new foundation;
- Dismantling and reconstruction of the Lean-To onto a new foundation;
- Installation of new drainage piping and stormwater management upgrades;
- Full removal and replacement of Water Street which will include new head-in parking stalls;

- Ensure Fire truck access to all buildings, including the Sheafe Building;
- Raising the Players’ Ring to protect against tidal inundation;
- Installation of new walkways and connections to existing walkways;
- Installation of new benches and site furnishings as desired;
- Protection, and pruning of existing trees for health and reinvigoration, where possible;
- New tree plantings; and
- Site restoration and other minor improvements that may be associated with the items above.

Currently there is \$7.8 million authorized but not bonded for the construction of Phase 1A. This phase does not include any improvements related to the Prescott Park Arts Festival.

## *16. Approval of Grants/Donations:*

### **A. Approval of Grant from the NH Department of Transportation for Improvements to the Intersection of Market Street and Russell Street - \$1,450,000:**

The Market Street and Russell Street unsignalized intersection serves as a key gateway into downtown Portsmouth. Recent private development in the surrounding area, and additional projects anticipated in the coming years, will increase traffic volumes and place added pressure on the intersection’s capacity and safety performance.

The City has proactively secured the necessary easements and property to support potential geometric improvements, including the option of constructing a roundabout. An engineering study is now required to evaluate feasible alternatives and identify the most effective solution for improving traffic operations, enhancing safety, and accommodating all users. Potential alternatives may include intersection realignment, roadway widening with auxiliary lanes, new intersection control strategies, or a modern roundabout. The study will also consider opportunities to create a visually appealing gateway into the downtown area.

The [attached grant agreement](#) with the NHDOT allows the City to utilize \$1,450,000 in State and Federal funds to complete this project. The City is responsible for \$290,000, a 20% cost-share that has been allocated in the FY26 CIP. The City seeks to take advantage of these available monies, with construction currently estimated to begin in 2029.

*I recommend that the City Council move to authorize the City Manager to enter into a grant agreement, approve any future schedule modifications, and accept \$1,450,000 from the New Hampshire Department of Transportation to take advantage of State and Federal funding opportunities for improvements to the intersection of Market Street and Russell Street.*

**B. Approval of an Amendment to a Previously Approved Emergency Management Performance Grant (EMPG) from the NH Department of Safety for the Emergency Operations Center:**

In July 2022, the Fire Department submitted an application for an Emergency Management Performance Grant (EMPG), for new office equipment and furniture at the City's Emergency Operations Center (EOC) at Fire Station 2.

This grant is a matching grant in the amount of \$39,955 from the NH Department of Safety, and the City has previously spent this amount in FY22 as part of our match for the technology upgrades, which included the installation of new computer and video equipment in an effort to modernize the EOC with the latest technology.

This EMPG Grant was accepted by the City Council originally in February 2023 and the grant was submitted and approved by Governor and Council on May 31, 2023.

Due to a clerical error at the State, the Division of Homeland Security and Emergency Management has submitted an amendment to change the project completion date from August 31, 2024 to August 31, 2026 and to replace the Scope of Services language to reflect the August 31, 2026 grant period end date, as well as performance and expenditure reporting by September 30, 2026.

*I recommend that the City Council move to accept the terms of the Emergency Management Performance Grant (EMPG) amendment as presented, to reflect the change of federal Funding Year and Period of Performance dates from August 31, 2024 to August 31, 2026 and authorize the City Manager to enter into the amended Grant Agreement as presented.*

**C. Approval of Victims of Crime Award Grant - \$41,000:**

The NH Department of Justice has awarded the City of Portsmouth funding under the Victim Services RFP for the FY27 Victims of Crime Award (VOCA) Grant in the amount of \$41,000. This is an increase of \$16,262 from last year's award of \$24,738.

This grant pays for expenses incurred and services rendered for direct victim services, including expenses for personnel. The grant is used to fund 55% of the Legal Department's Victim Witness (V/W) Advocate's position and requires a cash match contribution from the City. Pursuant to the award, \$38,500 will be applied to the V/W Advocate's salary. The remainder is allocated to training for and by the V/W Advocate.

The position is also supported by funding from the Federal Violence Against Women Act (VAWA) Grant which covers 45% of the funding for the position. The VAWA award for this calendar year was \$25,025. That award was accepted by the City Council on October 6, 2025, and is also applied to the V/W Advocate's salary. The two grants combined cover all but \$237.14 of the V/W Advocate's salary.

Since 1999, the City of Portsmouth has been awarded funding from these grants to employ a V/W Advocate to support victims of and witnesses to crimes. While the Advocate position is part of the Legal Department, the grant remains a law enforcement program and the position is located in the Police Department, along with the Legal Department's two prosecutors. The Legal Department oversees the program and the distribution of the grant money.

The grant must be approved and all supporting documents must be returned to the Department of Justice by April 30, 2026. [A copy of the Grant is attached.](#)

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

## ***17. City Manager's Informational Items:***

### **A. Report Back on 134 Pleasant Street Revocable License Request:**

Assistant City Attorney McCourt will provide a verbal report back on the request for a Revocable License for 134 Pleasant Street.

### **B. Report Back on Water and Sewer Rate Model Questions:**

On March 2, 2026, the City Council held a Work Session on the FY27 Water and Sewer Rate Study. Councilors asked several questions to which the City team and its consultant agreed to further respond. As an informational item you will find [a memorandum from David Hyder of Stantec Consulting Services](#) responding to the questions raised.

At the May 4, 2026, City Council meeting I will bring forward an action item to adopt the recommended rate tier structure so that the staff has adequate time to make the necessary accounting and billing adjustments in advance of July 1. The actual rates and fees will be established as part of the budget process.

### **C. Public Art Review Committee (PARC) Art Exhibitions in the Portsmouth Room:**

With my authorization and at my request, the Public Art Review Committee (PARC) plans to host art exhibits in the Portsmouth Room outside of Council Chambers to provide a more interesting and attractive space for the public. PARC appreciates the opportunity to showcase the talents of Seacoast area artists and along with the Legal Department have developed guidelines for rotating exhibits as appropriate for the location.

While the art will not be for sale on site, information about exhibiting artists will be available. PARC anticipates three to four exhibits per year, starting with an invitational pilot scheduled for May through August 2026.

### **D. Master Plan Open House Reminder:**

The Master Plan Open House will take place on April 22nd at 6:00 p.m. at Community Campus.

E. **Report Back on Transcription and Indexing Capabilities of the City’s YouTube Channel:**

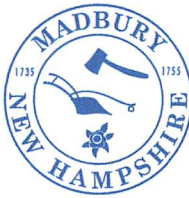
I will provide a verbal report back on YouTube’s capabilities for transcription and indexing City meetings.

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

[Attached please find a press release announcing Household Hazardous Waste Collection Day on May 9, 2026.](#)

G. **Draft City Council Policy No. 2026-01 – Resident Access Parking Program (RAPP) Pilot:**

Over the last six months, in response to the Council’s request for a report back in October 2025, the Parking Division has developed a Resident Access Parking Program (RAPP) Pilot – 2026 (RAPP Pilot) that went through several versions in response to suggestions made over time by various stakeholders. The attached City Council Policy No. 2026-01 (Policy) is provided for informational purposes this evening and is scheduled for final approval at the May 18, 2026 meeting. This will give the public notice of the RAPP Pilot and opportunity to comment in addition to the public hearing on the ordinance.



Town of Madbury  
13 Town Hall Rd  
Madbury, NH 03823  
603.742.5131

March 23, 2026

City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Re: Town of Madbury, Bridge #41462  
Freshet Road Bridge Replacement  
Easement Request  
Parcel Address: 60-62 Freshet Road, Madbury, NH  
Parcel Number: Tax Map 10 Lot 12

Dear City Representatives,

The purpose of this letter is to request your assistance in securing both a temporary and a permanent easement on property owned by the City of Portsmouth (City), for the Freshet Road State Bridge Aid Project. The Town of Madbury (Town) plans to begin construction of this bridge replacement project in 2026 and it is anticipated to take a single construction season to be completed. This project will include replacement of the Freshet Road Bridge over Johnson Creek. The existing deteriorated corrugated metal pipe will be replaced with a 22-foot span precast concrete bridge in the same location. Although the extent of permanent impacts from the proposed bridge will be less than those of the existing bridge, the impacts will still extend beyond the Town right-of-way.

As such, this project will require permanent and temporary easements on the adjacent properties. In the case of the City's property, the permanent easement provides the Town with the right to use that portion of the parcel to install and maintain a bridge wingwall, as described and shown in the attached documents, but ultimate ownership of the property remains with the City. The larger temporary easement, also described and shown in the attached documents, will only be valid through the duration of the construction.

Based on the di minimis size and nature of the impacts to the City's parcel, the Town is offering a total compensation of \$500.00 for these easements. If this is acceptable to the City, please respond to Eric Fiegenbaum, Administrator, and the Town will coordinate a time and place for the original documents to be signed and notarized.

We look forward to working with the City of Portsmouth on this important public project to improve the safety of the traveling public. Please reach out with any questions or if you require additional information.

Sincerely,

Eric Fiegenbaum, Administrator  
13 Town Hall Rd., Madbury, NH 03823  
adminmadbury@comcast.net  
603 742-5131

TEMPORARY EASEMENT

We, **CITY OF PORTSMOUTH**, of 1 Junkins Avenue, Portsmouth, County of Rockingham, State of New Hampshire for good and valuable consideration grant to the Town of Madbury, whose address is 13 Town Hall Road, Madbury, New Hampshire 03823, the following described property right(s) on land of the Grantor, located at 60-62 Freshet Road, Madbury, New Hampshire, situated on the easterly side of Freshet Road, as now traveled located in the Town of Madbury, and as shown on a Plan “Exhibit A – 60-62 Freshet Road” on file in the records of the Town of Madbury:

**Temporary Construction Easement**

Granting the temporary right and easement for the purposes of constructing or reconstructing the slopes on land of the Grantor in the areas shown on the above-referenced Plan in accordance with the standard practice of highway construction. Said temporary construction easement area shall be affected for a period of six (6) months during the construction of the project. The property owner shall have unencumbered use of the area at all other times. Said easement shall expire on December 31, 2027, or one (1) year after completion of the construction for the project, whichever date shall come first.

Being an interest in that property recorded October 11, 1962, at the Strafford County Registry of Deeds in Book 767, Page 113.

Grantor release to the Town of Madbury all rights of homestead and other interests therein, as it pertains with the above conveyance.

City of Portsmouth

By: \_\_\_\_\_

Title: \_\_\_\_\_

STRAFFORD COUNTY,  
STATE OF NEW HAMPSHIRE

SS

A. D., 20\_\_\_\_.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ the undersigned officer, personally appeared, \_\_\_\_\_, who acknowledged as being

the [title] \_\_\_\_\_ of the City of Portsmouth, and that as such  
[title] \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the corporation as  
[title] \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My commission expires: \_\_\_\_\_

TAX MAP 10 LOT 12  
 CITY OF PORTSMOUTH  
 PUBLIC WORKS DEPARTMENT  
 1 JUNKINS AVENUE  
 PORTSMOUTH, NH 03801  
 S.C.R.D. BOOK 1159 PAGE 424

TEMPORARY  
 CONSTRUCTION  
 EASEMENT  
 4899.6 S.F.

+15.3  
 RT 64.4±

+27.2  
 RT 65.3±

SLOPE  
 IMPACT  
 LIMITS

PROPOSED  
 EROSION  
 CONTROL

PC: 2+41.04

+15.3  
 RT 24.4±

+42.7  
 RT 23.8±

5'-2"  
 SIGN

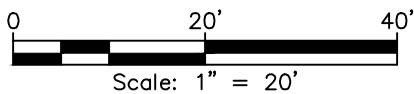
2+00 PROPOSED BRIDGE

FRESHET ROAD

APPROXIMATE  
 EXISTING ROW

PROPOSED WINGWALL  
 (TYP)

JOHNSON  
 CREEK



**CMA**  
 ENGINEERS

CIVIL/ENVIRONMENTAL/STRUCTURAL

Portsmouth, NH • Manchester, NH • Portland, ME  
 603/431-6196 • 603/627-0708 • 207/541-4223  
 cmaengineers.com

Town of Madbury  
 New Hampshire  
 Freshet Road  
 Johnson Creek Crossing Replacement

Exhibit A

60-62 Freshet Road

PERMANENT EASEMENT

We, **CITY OF PORTSMOUTH**, of 1 Junkins Avenue, Portsmouth, County of Rockingham, State of New Hampshire for good and valuable consideration grant to the Town of Madbury, whose address is 13 Town Hall Road, Madbury, New Hampshire 03823, the following described property right(s) on land of the Grantor, located at 60-62 Freshet Road, Madbury, New Hampshire, situated on the easterly side of Freshet Road, as now traveled located in the Town of Madbury, and on "Easement Plan, Assessor's Map 10 Lots 1 & 12", dated March 2026, by Hoyle Tanner, on file in the records of the Town of Madbury, and Recorded at Strafford County Registry of Deeds as Plan # \_\_\_\_\_.

**Permanent Easement:**

Granting the right to access the subject property to construct the project and the permanent right to maintain and reconstruct the bridge structure, foundations, and wingwalls over, under or through land of the Grantor(s) abutting or near Freshet Road in the area shown on and labeled as "New Easement Area "A" 345 S.F." on the above-referenced Plan in accordance with the standard practice of bridge and highway construction.

Being an interest in that property recorded October 11, 1962, at the Strafford County Registry of Deeds in Book 767, Page 113.

Grantor release to the Town of Madbury all rights of homestead and other interests therein, as it pertains with the above conveyance.

City of Portsmouth

By: \_\_\_\_\_

Title: \_\_\_\_\_

STRAFFORD COUNTY,  
STATE OF NEW HAMPSHIRE

SS

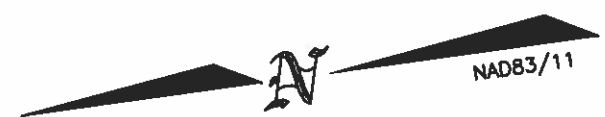
A. D., 20\_\_\_\_.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ the undersigned officer, personally appeared, \_\_\_\_\_, who acknowledged as being the [title] \_\_\_\_\_ of the City of Portsmouth, and that as such [title] \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as [title] \_\_\_\_\_.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace

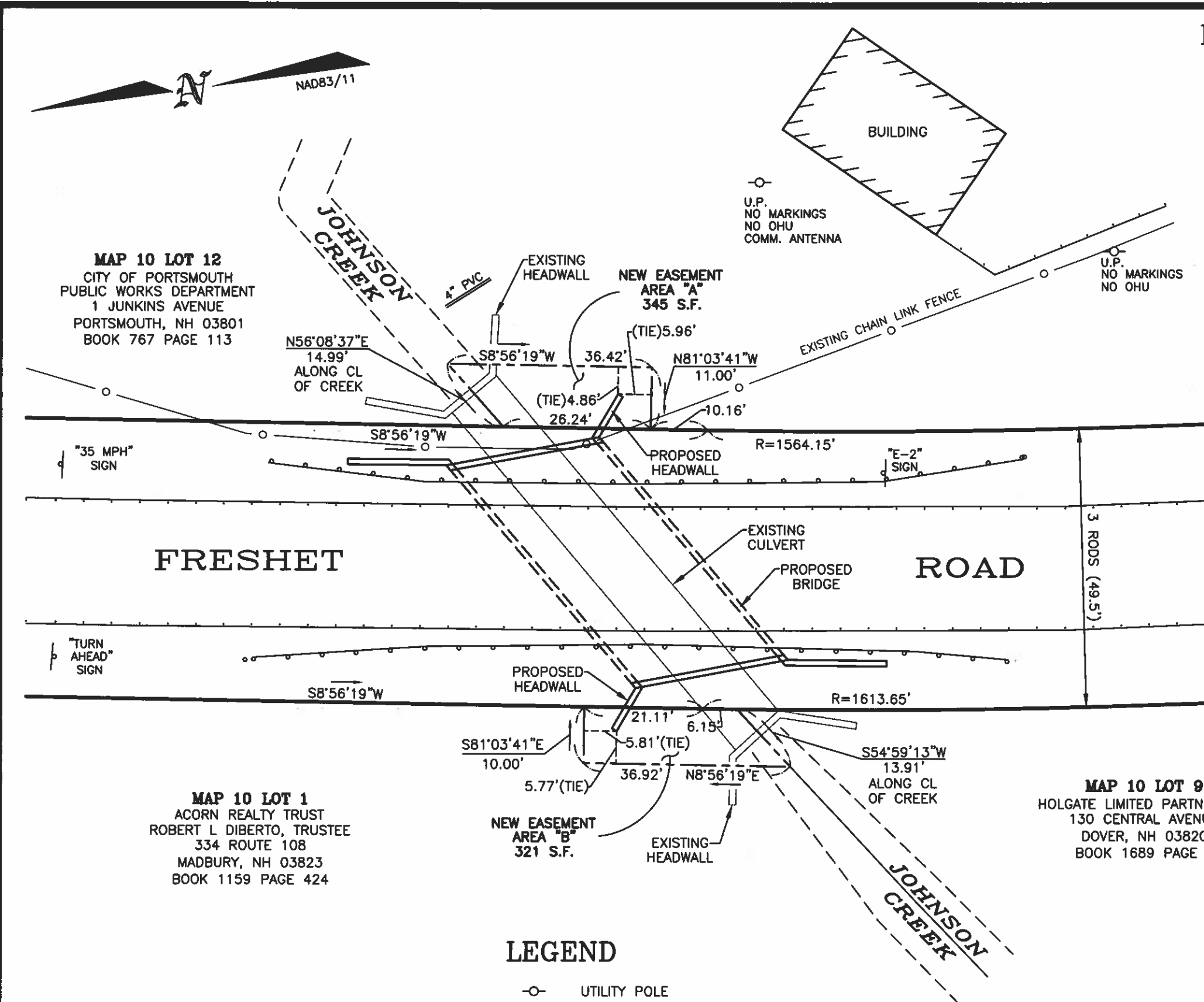
My commission expires: \_\_\_\_\_



**MAP 10 LOT 12**  
 CITY OF PORTSMOUTH  
 PUBLIC WORKS DEPARTMENT  
 1 JUNKINS AVENUE  
 PORTSMOUTH, NH 03801  
 BOOK 767 PAGE 113

**FRESHET**

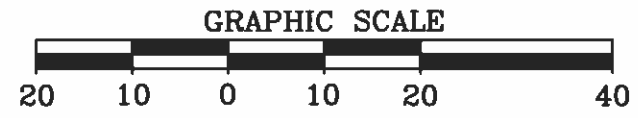
**MAP 10 LOT 1**  
 ACORN REALTY TRUST  
 ROBERT L DIBERTO, TRUSTEE  
 334 ROUTE 108  
 MADBURY, NH 03823  
 BOOK 1159 PAGE 424



**MAP 10 LOT 9**  
 HOLGATE LIMITED PARTNERSHIP  
 130 CENTRAL AVENUE  
 DOVER, NH 03820  
 BOOK 1689 PAGE 5

**LEGEND**

- UTILITY POLE
- SIGN
- EDGE OF PAVEMENT
- GUARDRAIL
- EDGE OF WATER
- CHAIN LINK FENCE



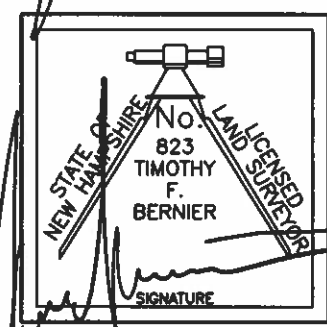
**NOTES:**

1. THE PURPOSE OF THIS PLAN IS TO SHOW TWO NEW PERMANENT EASEMENTS ON THE TOWN OF MADBURY ASSESSOR'S MAP 10 LOTS 1 AND 12, IN FAVOR OF THE TOWN OF MADBURY.
2. NO LAYOUT FOUND FOR FRESHET ROAD, A 3 ROD (49.5') RIGHT-OF-WAY WIDTH WAS HELD BASED ON THE CENTERLINE OF PAVEMENT.
3. THE INTENT FOR EASEMENT AREA "A" SHALL BE LOCATED ALONG THE EASTERLY RIGHT-OF-WAY OF FRESHET ROAD WITH THE DISTANCES SHOWN HEREON FROM THE EASTERLY MOST CORNER OF THE SOUTHEAST WINGWALL. EASEMENT AREA "B" SHALL BE LOCATED ALONG THE WESTERLY RIGHT-OF-WAY OF FRESHET ROAD WITH THE DISTANCES SHOWN HEREON FROM THE WESTERLY MOST CORNER OF THE NORTHWEST WINGWALL.

**RSA 676:18 III**

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN"

DATE: 3/18/26  
 TIMOTHY F. BERNIER LLS



**EASEMENT PLAN**  
**ASSESSOR'S MAP 10 LOTS 1 & 12**  
 FRESHET ROAD  
 MADBURY, NEW HAMPSHIRE  
 SCALE: 1"=20' DATE: MARCH 2026

Prepared By  
 Hoyle, Tanner & Associates, Inc.  
 150 Dow Road, Suite 402  
 Manchester, NH 03101



**HOYLE  
 TANNER**

50 Pleasant Street, Suite #1  
 Concord, NH 03301  
 (603) 224-4148  
 www.hoyletanner.com

DESIGNED BY	DRAWN BY	CHECKED BY	F.B.	PG.	JOB #
	TJH	JRC, TFB	229	74	131-001
DRAWING NAME					
Easement Plan.dwg					

April 1, 2026

Deaglan McEachern  
Mayor, City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

Members of the Portsmouth City Council  
1 Junkins Avenue  
Portsmouth, NH 03801

*CC: City Manager, City of Portsmouth*

**Re: Community Event Request – Peak East Coast 5K & Wellness Summer Series | Saturday, August 8, 2026**

Dear Mayor McEachern and Members of the City Council,

My name is CJ Baroni, and I am a Portsmouth resident and co-founder of Peak East Coast, a Portsmouth-based wellness collective dedicated to building community through movement, outdoor experiences, and social connection. On behalf of Peak East Coast, I am writing to formally request permission to host a community event in the City of Portsmouth on Saturday, August 8, 2026. In accordance with the City's administrative process, we are submitting this letter to the Mayor and City Council, with a copy to the City Manager, and are prepared to fulfill all requirements outlined by the City.

**Event Overview**

**Event Name:** Peak East Coast 5K & Wellness Summer Series

**Date:** Saturday, August 8, 2026

**Time:** Approximately 8:00 AM – 6:00 PM

**Estimated Attendance:** 200–400 participants (with potential for growth)

**Primary Location:** Four Tree Island Park, Portsmouth, NH

**Route:** 5K course through city streets (route to be submitted for review and approval)

**Event Description**

Peak East Coast is a wellness collective rooted in Portsmouth that has been building community through a weekly Friday morning run club. Our August 8th flagship event is designed to celebrate movement, local culture, and the outdoors in a way that reflects the best of what Portsmouth has to offer.

The event will begin with a community 5K run/walk through the streets of Portsmouth, open and accessible to participants of all fitness levels. The race will take place from 8:00 AM to 10:00 AM. Following the race, participants will gather at Four Tree Island for a curated health and wellness experience until 6:00 PM that will include:

- Guided yoga and movement sessions
- Recovery experiences, including saunas and cold plunges provided by local wellness businesses
- Live music and DJ entertainment throughout the day
- A small business marketplace featuring local vendors – local businesses and community brands interested in sponsoring are Summer Sessions, Noa Cafe, Marathon Sports, Form Fitness Studio, SweatHouz, etc.
- Light fitness activations and community programming

Our goal is to create a safe, well-organized, and positive event that celebrates Portsmouth's vibrant community, encourages healthy and active lifestyles, and supports local businesses. We envision this becoming a recurring annual event that contributes positively to the city's culture, economy, and wellness community.

### **Location & Route (Preliminary)**

The post-race wellness event will be held at Four Tree Island Park. The 5K race route will pass through Portsmouth city streets, and we are prepared to submit a detailed map and proposed route for the City's review and approval as part of the formal application process. We are also open to working with City officials to adjust the route as needed to minimize disruption to residents and businesses.

We acknowledge and are prepared to address the following regarding the route and venue:

- Any required street closures will be coordinated with and approved by the City
- A detailed site plan for Four Tree Island will be submitted for review

### **Commitment to City Requirements & Compliance**

We understand that large community events require significant coordination and formal approval from the City Council at least three months in advance. Given that our proposed event date is August 8, 2026, we are initiating this request now to ensure adequate lead time for City Council consideration. We are fully committed to meeting all City requirements, which we understand to include:

- Obtaining a City Event Permit from the City Clerk's office (\$50.00 fee)
- Submitting a Certificate of Insurance for \$1,000,000.00, naming the City of Portsmouth as both certificate holder and additional insured for the duration of the event

- Hiring police detail for traffic control at our own expense
- Compensating the City for any metered parking spaces taken out of service during the event
- Submitting a detailed event application and site plan, including a map of the 5K race route
- Arranging comprehensive waste management and conducting a full cleanup of all public streets and venues following the event
- Ensuring all vendor, amplified sound, and temporary structure permits are obtained prior to the event
- Coordinating with City departments including Police, Fire, Public Works, and Health as needed
- Promoting the use of public transit and remote parking to reduce traffic congestion

Through our established Peak Friday morning run club, we want to take the growing engagement and excitement to a more universal level. We respectfully request the opportunity to meet with the appropriate City representatives to discuss next steps, the formal application process, and any initial feedback on feasibility, route planning, and site usage. We are eager to collaborate with the City to ensure this event is a success for the entire Portsmouth community.

Thank you sincerely for your time and consideration. We look forward to working with you and the City of Portsmouth to bring this event to life.

Warm regards,

**CJ Baroni**

Co-Founder, Peak East Coast  
603-566-9457  
[cjbaroni99@gmail.com](mailto:cjbaroni99@gmail.com)

**Jax Dieker**

Co-Founder, Peak East Coast  
978-273-2013  
[byjaxcreative@gmail.com](mailto:byjaxcreative@gmail.com)

# PEAK East Coast — Official 5K Race Route

Official Route Submission · City of Portsmouth, NH · August 8, 2026  
Submitted by CJ Baroni & Jax Dieker, Co-Founders, PEAK East Coast

**5.0K**

DISTANCE

**Aug 8**

EVENT DATE

**8 AM**

RACE START

START / FINISH

**Pierce Island Rd —  
Four Tree Island**

RACE WINDOW

**8:00 AM - 10:00 AM**

EST. PARTICIPANTS

**200 - 400**

SURFACE

**Paved roads  
throughout**

ELEVATION

**Mostly flat**

# PEAK EAST COAST

**PORTSMOUTH  
NH**



**START  
/FINISH**

## TURN-BY-TURN ROUTE DIRECTIONS

#	STREET / TURN	DIRECTION	APPROX. DIST.
S	<b>Start — Pierce Island Rd</b>	Begin on the road adjacent to Four Tree Island parking lot	0.0 mi
1	<b>Pierce Island Rd → Mechanic St</b>	Run southwest on Pierce Island Rd, continue onto Mechanic St	~0.3 mi
2	<b>Left onto Marcy St</b>	Turn left at Mechanic St / Marcy St intersection, heading south along the waterfront	~0.5 mi
3	<b>Right onto South St</b>	Turn right onto South St, heading west — <b>Mile 1</b> approx. here	~1.0 mi
4	<b>Right onto Union St</b>	Turn right onto Union St, heading north	~1.4 mi
5	<b>Right onto Islington St</b>	Turn right onto Islington St, heading northeast through downtown	~1.7 mi
6	<b>Islington St → Congress St</b>	Continue northeast as Islington St becomes Congress St — <b>Mile 2</b> approx. here	~2.0 mi
7	<b>Congress St → Daniel St</b>	Continue on Congress St, bear onto Daniel St heading south toward the waterfront	~2.5 mi
8	<b>Left onto Marcy St</b>	Turn left onto Marcy St, heading east along the waterfront — <b>Mile 3</b> approx. here	~2.8 mi
9	<b>Left onto Mechanic St</b>	Turn left onto Mechanic St, heading north back toward Pierce Island	~3.0 mi
F	<b>Finish — Four Tree Island</b>	Continue on Mechanic St to Pierce Island Rd — cross the finish line at Four Tree Island	~3.1 mi (5.0 km)

## EVENT & SAFETY PLANNING NOTES

### STREET CLOSURES

Anticipated partial closures on Pierce Island Rd, Mechanic St, and Marcy St during race hours (8:00-10:00 AM). South St, Union St, Islington St, Congress St, and Daniel St will require temporary traffic management at key intersections. All closures coordinated in advance with Portsmouth Police and Public Works.

### POLICE DETAIL

Officers requested at the following intersections: Mechanic St / Marcy St, Marcy St / South St, South St / Union St, Union St / Islington St, and Daniel St / Marcy St. All police detail hired at organizer expense per City of Portsmouth requirements.

### PARTICIPANT SAFETY & CLEANUP

Course marshals stationed at every major turn. First aid personnel on-site at start/finish (Four Tree Island). All roads returned to normal traffic flow no later than 10:15 AM. Full litter cleanup of all public streets completed by 10:30 AM.

March 12, 2026  
Mayor and City Council  
Portsmouth, NH

CC: City Manager

Dear Mayor and Members of the City Council,

My name is Victoria Spofford. I am a new business owner and resident of Portsmouth. I am writing to respectfully request permission to hold a community wellness yoga series: **“Saturday Yoga in the Park.”** The event would take place on Saturday mornings from 8:00 AM to 9:00 AM at Prescott Park, through a series of 4 dates throughout the spring/summer season.

June 20th      July 25th      Aug 22nd      Sept 19th

This series is intended to provide free, community-focused, accessible outdoor yoga sessions designed to promote health, wellness, and connection among residents. The classes will be a gentle, one-hour yoga practice suitable for participants of all experience levels. Participants will be asked to bring their own yoga mats and water.

Attendance is expected to range between approximately 10-20 participants per session. The event will take place within the park and will not require any street closures or traffic control.

***Map is on the right – “Open Lawn C” would be a great location for these yoga classes.***

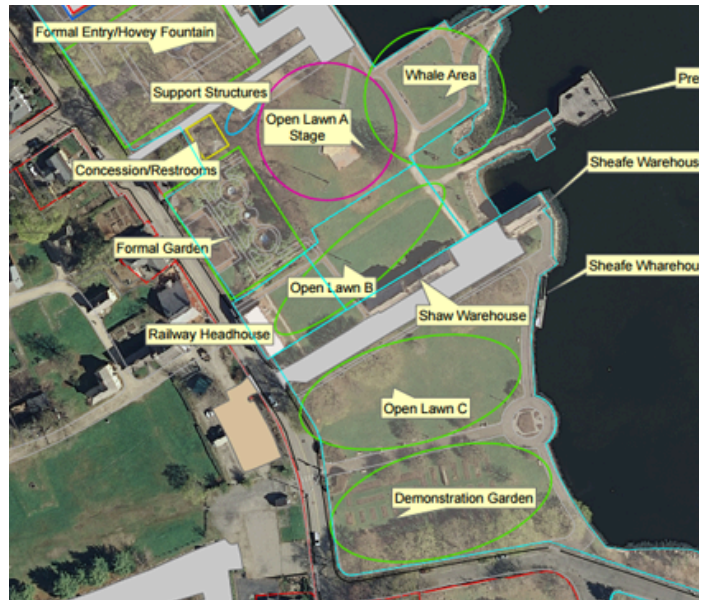
I appreciate the City’s consideration of this request and am happy to participate in any coordination meetings with City departments to discuss logistics and ensure the event is conducted safely and with minimal impact on park operations. I have insurance for my yoga studio, and will be adding the city for coverage as well.

Please feel free to contact me at 978-376-2050 or [awarehouseyoga@gmail.com](mailto:awarehouseyoga@gmail.com) if additional information is needed.

Thank you for your time and consideration. I look forward to the opportunity to bring this wellness activity to the community.

Sincerely,

Victoria Spofford  
Aware House Yoga  
978-376-2050  
[awarehouseyoga@gmail.com](mailto:awarehouseyoga@gmail.com)



March 12, 2026

Mayor Deaglan McEachern and the City Council  
Portsmouth City Hall  
1 Junkins Ave.  
Portsmouth, NH 03801

Honorable Mayor McEachern and members of the City Council:

The International Association of Firefighters (IAFF) is the largest contributor to the Muscular Dystrophy Association (MDA) nationwide. The Portsmouth Professional Firefighters Local 1313 membership are proud members of the IAFF and have annually supported the MDA with their fundraising efforts for many years. Last year, the members of Local 1313 raised over \$8,000 through our Fill-the-Boot campaign.

The Fill-the-Boot Drive is a voluntary “toll booth”, which has been traditionally located at Market Square. During the event, firefighters collect donations for the MDA from passing motorists and pedestrians. Our Fill-the-Boot campaign has been so successful in the past because of the support of the City Council and City Manager.

Once again, we are asking the City Council and City Manager to support our efforts in assisting the MDA. We respectfully request permission to hold a boot drive this year on Saturday, August 8, 2026. We would collect donations between the hours of 8 am to 4 pm. We would like to continue to utilize the Market Square location as it has been very successful for us in the past.

The Portsmouth Professional Firefighters began their fundraising efforts for MDA over 30 years ago. Each year, the money collected has benefited afflicted children from Portsmouth, the surrounding seacoast, and across the State of New Hampshire. This year, our goal is to raise \$8,000 for this worthy cause, and with the City Council’s support, we believe we can achieve this.

The Portsmouth Professional Firefighters look forward to working with you on this and would like to thank you for your continued support in our efforts to help the MDA. If there are any questions or concerns, please feel free to contact Firefighter Ezekiel Tappin at 603-315-9187.

Sincerely,

Timothy Cole, Secretary  
Portsmouth Professional Firefighters Local 1313

Reedmor Books & Brews  
67 State Street  
Portsmouth, NH 03801

City of Portsmouth  
1 Junkins Avenue  
Portsmouth, NH 03801

RECEIVED  
APR 13 2020  
CITY MANAGER  
PORTSMOUTH, NH



Dear Mayor Deaglan McEachern, City Manager Karen Conard, and Portsmouth City Council,

I am the owner of Reedmor Books & Brews, located at 67 State Street in Portsmouth. I am writing to request permission to hold an event in the city on Saturday, July 25<sup>th</sup> from 11 am to 3 pm in the Memorial Bridge Parking Lot.

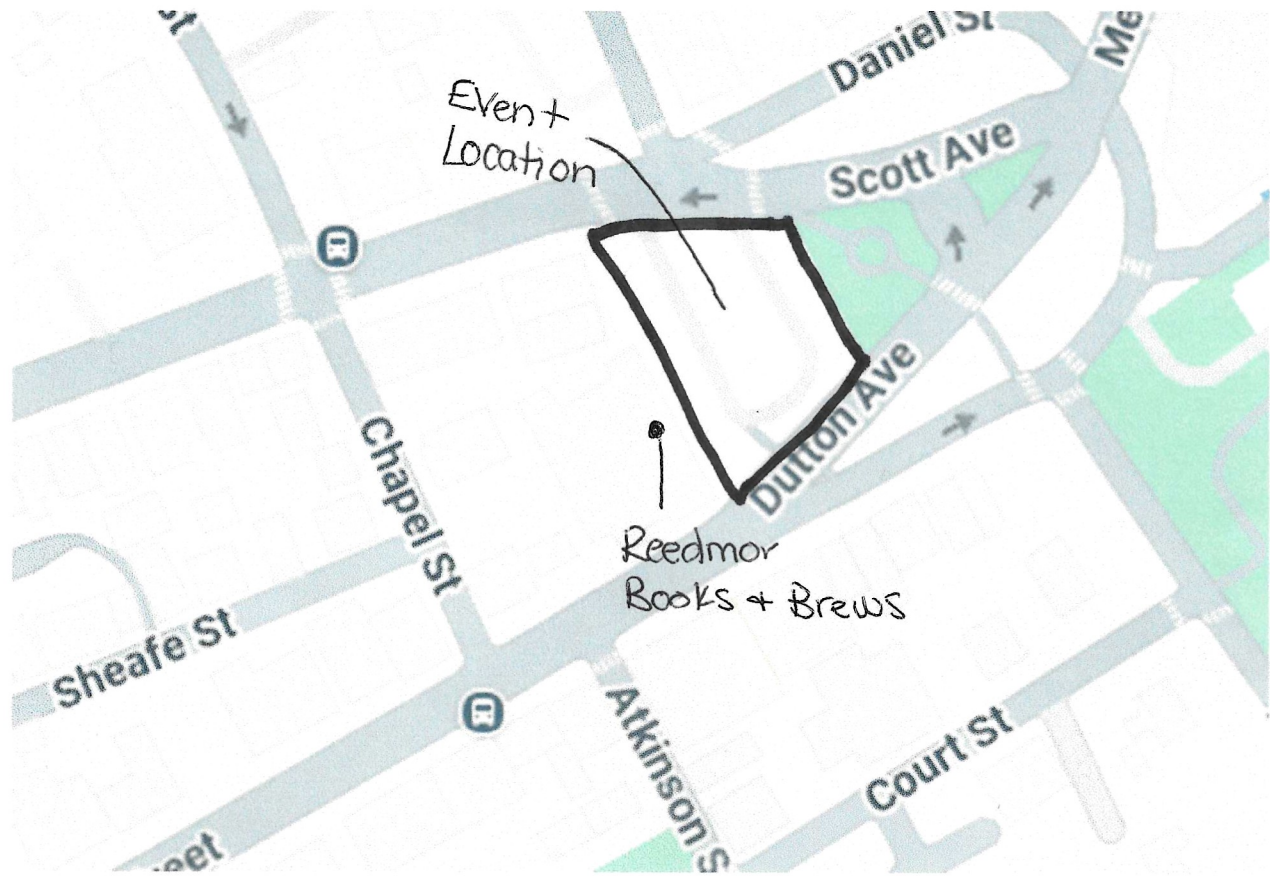
The event would be a family-friendly block party for the harborside neighborhood of downtown Portsmouth to draw foot traffic and attention to businesses located in the triangle between Daniel St., State St., and Penhallow St.

We would block off the Memorial Bridge Parking Lot, which abuts Reedmor's location, for the full day of 7/25 for this purpose. Retail businesses (for example Spiritwise, Pickwicks, Perch & Petal, etc.) would have booths selling a selection of their merchandise, while businesses providing a service (for example Eastern Bank, the NH Art Association, etc.) would speak to guests and hand out materials advertising their services. We would also feature local artists and artisans, have acoustic live music performers, and either hire one of Portsmouth's licensed food trucks or have a local restaurant (for example Mamma Luca or The Rosa) sell pizza by the slice. Alcohol would only be served through Reedmor Books & Brews (we are a beverage and wine licensed establishment), not to be taken beyond the confines of Reedmor's existing outdoor dining area.

There would be no need for street closure, only barricades blocking off the entrance to the parking lot on Daniel St. There would also be no need for police presence, as alcohol will only be served and consumed in our establishment and its outdoor seating area. Attendees will not be permitted to take alcohol outside of that marked area.

Thank you for your consideration, and I look forward to hearing the next steps to execute this event!

Sincerely,  
Nissa Bagelman  
Owner, Reedmor Books & Brews



# 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  
City Clerk  
Jessica Griffin, Asst. to the City Manager

FROM: Peter Rice, Director of Public Works

DATE: 04/08/2026

AGENDA ITEM: Active City Encumbrances Report

---

REQUESTED MEETING DATE: 4/20/2026

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-26-2	60-Day	Fox Construction, LLC	332 Hanover Street, Tanner Court	3/28/2026	5/9/2026	Residential construction, renting parking spaces on Tanner for trucks.
ENCM-26-3	30-Day	Steppingstone Masonry	159 State Street	4/1/2026	4/30/2026	Foundation and stairs work. Sidewalk obstruction and metered spaces.
ENCM-26-4	30-Day	Steppingstone Masonry	77 State Street	5/4/2026	5/31/2026	Chimney waterproofing. Using walk-through staging.
ENCM-26-5	60-Day	Steppingstone Masonry	41 Market Street	6/1/2026	8/1/2026	Brick repointing and window sill/header replacement. Full façade staging will be used during installation.
ENCM-26-7	30-Day	J. Carnes & Son Roofing	30 Daniel Street	5/31/2026	5/31/2026	Installing gutters. Using walk-through staging.
ENCM-26-9	60-Day	Steppingstone Masonry	105 Daniel Street	3/24/2026	4/17/2026	Dental brick work repairs. Using walk-through staging.

## City Council Website Contact Form

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**From** City of Portsmouth <webformsubmission@portsmouthnh.gov>

**Date** Mon 2026-04-06 2:59 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>

Submitted on Mon, 04/06/2026 - 14:59

Submitted by: Anonymous

Submitted values are:

**First Name**

Jessica

**Last Name**

Blasko

**Email**

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

**Subject**

Seacoast Sustainability Fair

**Address**

{Empty}

**Message**

City Afternoon Councilors,

My name is Jessica Blasko. I am part of a small and mighty group of volunteers who have been annually planning our regional sustainability fair. On behalf of this team I cordially invite you to attend the fourth annual Seacoast Sustainability Fair this Friday, April 10th from 4:30-7:00, at the Connie Bean Center on Parrot Ave. The vision of the fair is to provide a fun, interactive opportunity for our seacoast community to learn about efforts in our region to care for and protect our natural world and our planet home. We will have over 25 nonprofit organizations, city entities and businesses present to share about the work they are doing and ways people can get involved. There will be live music and refreshments.

Thank you for taking a minute to read this. We look forward to seeing you Friday.

Sincerely,

Jessica Blasko and the Planning Team

**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

## City Council Website Contact Form

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**From** City of Portsmouth <webformsubmission@portsmouthnh.gov>

**Date** Sun 2026-04-12 3:22 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>

Submitted on Sun, 04/12/2026 - 15:22

Submitted by: Anonymous

Submitted values are:

**First Name**

Richard

**Last Name**

DiPentima

**Email**

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

**Subject**

Abutter Communications

**Address**

16 Dunlin Way,  
Portsmouth, New Hampshire, New Hampshire. 03801

**Message**

We had received an abutter notice from the Planning Board that they would be hearing a request from Brora LLC for a Site Plan Review Approval at their April 16, 2026, meeting. Upon checking the agenda today in preparation for that meeting I noticed that the agenda had been changed. Brora LLC has now requested a postponement of their request. Abutters were never notified of this change in the agenda. While I assume that the Planning Board will approve this request, we will still need to plan to be present in case the Board rejects this request from Brora LLC. This is very disappointing and inconsiderate of all those who have interest in this matter. We should have received notice of this change to the agenda. Obviously, the developer was aware of this change. I have sent a similar note to the Planning Board. They need to do a better job communicating with the public on these important matters.

Thank you.

**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

## City Council Website Contact Form

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**From** City of Portsmouth <webformsubmission@portsmouthnh.gov>

**Date** Wed 2026-04-15 9:41 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>

Submitted on Wed, 04/15/2026 - 09:41

Submitted by: Anonymous

Submitted values are:

**First Name**

Thomas

**Last Name**

Dunn

**Email**

[dunn.tom3@yahoo.com](mailto:dunn.tom3@yahoo.com)

**Subject**

Trash along railroad tracks

**Address**

30 Cate Street  
Portsmouth, New Hampshire. 03801

**Message**

I am a relatively new resident to Portsmouth having moved to West End Landing condos a little over a year ago. Living in close proximity to the railroad tracks, I have certainly noticed the trash that lines both sides of the railroad tracks. I was curious if there are any city wide trash pickup days organized for different parts of the city as I have seen in other municipalities. It has really become a blight in my location and would like to see if any type of clean up efforts can be initiated.

**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

March 27th, 2026

City Clerk's Office  
1 Junkins Avenue  
Portsmouth, NH 03801  
(603) 610-7245  
cityclerk@portsmouthnh.gov

To the Office of the Mayor and City Councilors for Portsmouth, New Hampshire:

**Deaglan McEachern, JoAnna Kelley, Kate Cook, John Tabor, Rich Blalock, Andrew Bagley, Beth Moreau, Michelle Flynn, Annie Hopkins,**

I am writing this collective today to ask for your help regarding an unreasonably adjudicated parking issue I seem to have found myself in.

I've included a photo taken upon returning to my vehicle following a performance at the Music Hall that local friends had invited me to. Along with the photo is a letter I had written to contest the ticket, as well as the reply received from the Portsmouth Parking Division.

As you can see, the response I received not only failed to acknowledge my contesting of this ticket, but in fact incurred another \$20 fine to the charges, which is presumably the same response as if I was a delinquent who intentionally ignored the initial offense, which I absolutely did not.

The location was on Fleet Street, a block away from my destination and as you can see, my vehicle was parked along the street just as the car behind me had, with plenty of room to the curb. I had no obvious reason to question the legitimacy of this parking spot, because it didn't make logical sense of the area in question. While there may not be a meter denoting payment must be rendered, there are also NO SIGNS indicating this is an illegal parking spot. In fact, the only way this parking space is denoted as such, is by white painted lines on the pavement, which cannot be clearly seen for proper interpretation, if at all when covered by the ice and snow of winter.

The result of contesting a parking ticket with a more than reasonable and logical argument for dismissal was met with an egregious and unreasonable outcome, and I ask for your assistance in concluding this matter. My time has been served and rest assured, I will seriously consider the necessity of any other trips to Portsmouth in the foreseeable future. In fact,

Furthermore, I refuse to believe I am the only patron who has misinterpreted this area as a viable parking option, and since I have your ear, I would like to highly recommend the council prioritize the posting of proper signage or a meter, so others can avoid the painstaking process of attempting compliance and receiving fair governance.

I thank you greatly for your time and attention to this matter and look forward to a judicious response.

Kimry Corrette  
345 Gray Road  
North Yarmouth, Maine 04097  
[brasstrunkey@icloud.com](mailto:brasstrunkey@icloud.com)  
207-233-1272



2/10/2026

I am contesting this parking ticket. I am not local and would also like to offer an objective perspective.

The apparent illegal parking space I parked in, IS NOT ADEQUATELY MARKED

This photo was taken only moments after returning to my car.

As you can see there are two parking meters, indicating the two legal parking spots behind my car, which were occupied at the time that I parked my car, which clearly fits before the curb ends with room to spare.

There is absolutely NO SIGNAGE to indicate this space is not a legitimate parking space, nor is there any reason to think it is not, because there is plenty of room for another car, with clear visibility at the corner from all cross streets.

If the pavement is marked, IT CANNOT BE SEEN when covered in the salt, snow and ice of New England winters,

I drove 3 hours and paid \$45+ to see Baratunde Thurston at the Music Hall, and all I got was a Portsmouth parking ticket.

Needless to say, any inspiration gained for interdependence lasted about 5 minutes.

Appreciate the reality check, Portsmouth. Rest assured, it will be years before I consider another visit, if I decide to even return at all.

Please confirm receipt and resolution.

Kimry Corrette  
345 Gray Road  
North Yarmouth, Maine  
207.233.1272

Portsmouth Parking Violations  
100 Foundry Place  
Portsmouth, NH 03801



**PARKPORTSMOUTH**  
Portsmouth Parking Violations  
100 Foundry Place  
Portsmouth, NH 03801



KIMRY M CORRETTE  
345 GRAY RD  
NORTH YARMOUTH ME 04097-6012

Notice Date: 03/19/26

Total Due: \$55.00

**Re: Delinquent Violation(s) - 1st Notice**

Dear KIMRY M CORRETTE:

Listed below are unpaid parking citation(s) which remain outstanding with the City of Portsmouth, New Hampshire. All Citations must be paid within twenty (20) days of the date of this notice to prevent further action. If not paid in full, payments will be applied to the oldest outstanding violation(s) first.

The accumulation of unpaid parking violations has severe consequences and may lead to the towing or immobilization of vehicles registered in your name pursuant to City of Portsmouth Ordinances, Chapter 7. If you are receiving this notice, the below citation(s) are outside the 20 day appeal window and cannot be appealed.

NUMBER	ISSUE DATE/TIME	LICENSE PLATE	LOCATION	VIOLATION	ORIGINAL AMOUNT DUE	PENALTIES	AMOUNT PAID	AMOUNT DUE
260601696	02/07/2026	6024R ME	FLEET	PARKED IN A NO PARKING AREA	\$35.00	\$20.00	\$0.00	\$55.00

**TO AVOID FURTHER ACTION, Pay Online at:**  
**[www.parkportsmouth.com](http://www.parkportsmouth.com)**

**OR**

**MAKE CHECKS OUT TO: City of Portsmouth, then**

**MAIL YOUR TOTAL PAYMENT ALONG WITH THIS NOTICE IMMEDIATELY**

**To: Portsmouth Parking Violations, 100 Foundry Place, Portsmouth, NH 03801**





**New Hampshire Municipal Association  
2027-2028 Legislative Policy Process**

This sheet should accompany each proposed legislative policy. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal and an explanation that describes the nature of the problem or concern from a municipal perspective and discusses the proposed action that is being advocated to address the problem. Mail to NHMA, 25 Triangle Park Drive, Concord, NH 03301; or e-mail to [governmentaffairs@nhmunicipal.org](mailto:governmentaffairs@nhmunicipal.org) ***no later than the close of business on April 17, 2026.***

Submitted by (Name):

City or Town:

Date:

Title:

Phone:

Email:

### **Explanation of Proposed Policy**

To see if NHMA will SUPPORT/OPPOSE:

Municipal interest to be accomplished by proposal:

Explanation:



CITY OF PORTSMOUTH  
NEW HAMPSHIRE

# The City is locked in. You don't have to be.

Residents on Community Power are paying nearly **30% more** than Eversource. Opting out is free and penalty-free.

## CURRENT RATES · FEB – JUL 2026

COMMUNITY  
POWER

**14.66¢**  
per kWh

EVERSOURCE  
DEFAULT

**11.30¢**  
per kWh

YOUR SAVINGS

**~\$22**  
per month avg.

- ✦ Average household (650 kWh/mo) saves **~\$22/month** — that's **\$132 over this rate period**
- ✦ Opt out anytime — **no fees, no penalties**, return to Community Power whenever you like
- ✦ Takes less than 5 minutes online with your Eversource account number



**Opt out free — no penalties:**  
[communitypowernh.gov](http://communitypowernh.gov) · 1-866-603-7697

Mockup by  
Councilor  
Andrew  
Bagley for  
discussion  
purposes, not  
authorized or  
final product

△ RATES VALID FEB 1 – JUL 31, 2026 —  
ACT NOW

Portsmouth City Council

1 Junkins Avenue

Portsmouth, NH 03801

<b>SECTION 2: EDDM BUDGET (RECOMMENDED)</b>				
<b>Line Item</b>	<b>Per Piece</b>	<b>Quantity</b>	<b>Subtotal</b>	<b>Notes</b>
Postage (EDDM Retail)	<b>\$0.25</b>	<b>10,900</b>	<b>\$2,692</b>	Flat rate, no permit needed
Printing (6.125"×11.5", 14pt, full color both sides)	<b>\$0.12</b>	<b>11,445</b>	<b>\$1,373</b>	Bulk rate ~\$0.10–0.15/pc at 10K+ qty
Design / Layout			<b>\$350</b>	One-time; assume professional layout
Bundling & Route Prep (DIY)			<b>\$0</b>	Self-prep to post office; or ~\$200–400 if outsourced
USPS Facing Slips / Forms			<b>\$0</b>	Free from USPS
Delivery to Post Office(s)			<b>\$50</b>	Fuel/time — multiple ZIP drops (03801, 03802)
<b>TOTAL — EDDM OPTION</b>			<b>\$4,466</b>	<b>All-in cost to reach every Portsmouth household</b>
<b>Cost Per Household Reached</b>			<b>\$0.41</b>	

# PARKING and TRAFFIC SAFETY COMMITTEE ACTION SHEET

9:00 A.M. – April 2, 2026  
City Hall Conference Room A

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**PRESENT:**     **Members:** Committee Chair Annie Hopkins, Vice Committee Chair Erica Wygonik, Public Works Director Peter Rice, Fire Chief William McQuillen, Deputy Police Chief Mike Maloney, Stefanie Casella Planning Department, Mark Syracuse, Mary Lou McElwain, Jane Mitchell-Pate, Alternate Barbara Sadick

**City Staff:** City Engineer Eric Eby, Parking Director Ben Fletcher, Project Manager Tyler Reese, Administrative Assistant Jefferson Lane

ACTION ITEMS FOR CITY COUNCIL
<ul style="list-style-type: none"><li>• None</li></ul>

- **Roll Call**
- **Financial Report:** Voted to accept the financial report dated February 28<sup>th</sup>, 2026.
- **Public Comment Session:** Matt Glenn (Van Buren Ave construction design), Jeff Randall (Speed feedback signs, street sweeping request), Tyler Garzo (Van Buren Ave construction design), Kelly Shaw (Banfield Road truck traffic, Rail Trail signage, Saint Patrick School shoulder parking, Water Country traffic), Colin Scholler (Downtown traffic calming, support for COAST)
- **Presentations:** 86 Farm Lane subdivision, proposed construction of Longmeadow Lane, by Altus Engineering
- **86 Farm Lane. Request to prohibit parking along both sides of proposed Longmeadow Lane, by Brett Berger.** Voted to approve No Parking along both sides of the proposed Longmeadow Lane beginning at Farm Lane and running for a distance of 250 feet.
- **Sheafe Street, request for handicap parking space closest to Penhallow Street, by resident of 9 Sheafe Street.** Voted to remove the item.
- **Van Buren Avenue, request to prohibit parking on one side of street to narrow street width during upcoming construction project, by residents of Elwyn Park.** Voted to conduct community outreach, gathering input from the PTA and residents relative to the proposed design as presented versus a narrower design, and report back to the Committee for decision/recommendation at the next meeting.

- **Falkland Place and Ranger Way, request for clarification of snow ban parking rules for head-in parking spaces.** Voted to refer to staff to investigate options and report back at a future meeting.
- **State Street, request for rapid flashing pedestrian beacon at crosswalk at Chapel Street, by business owner.** Voted to refer to staff for evaluation and report back at a future meeting.
- **Police monthly collision report:** Informational; no action required.
- **Construction projects update:** Informational; no action required.
- **Cass Street, report back on traffic monitoring in response to request for traffic calming measures:** Informational; no action required.

*Respectfully submitted by: Jefferson Lane*

**PARKING and TRAFFIC SAFETY COMMITTEE**  
PORTSMOUTH, NEW HAMPSHIRE

**CITY HALL CONFERENCE ROOM A**  
CITY HALL, MUNICIPAL COMPLEX, 1 JUNKINS AVENUE

*Members of the public also had the opportunity to join the meeting via  
Zoom*

**9:00 AM**

**April 2<sup>nd</sup>, 2026**

**MINUTES**

**I. CALL TO ORDER**

Committee Chair Annie Hopkins called the meeting to order at 9:00 AM.

**II. ATTENDANCE**

Members Present:

Public Works Director Peter Rice  
Fire Chief William McQuillen  
Deputy Police Chief Mike Maloney  
Committee Chair Annie Hopkins  
Stefanie Casella, Planning Department  
Erica Wygonik  
Mark Syracuse  
Mary Lou McElwain  
Jane Mitchell-Pate  
Barbara Sadick (alternate)

Members Absent:

None

City Staff Present:

Eric Eby, City Engineer  
Ben Fletcher, Parking Director  
Tyler Reese, Project Manager  
Jefferson Lane, DPW Administrative Assistant

**III. FINANCIAL REPORT**

[00:05:30] Peter Rice moved to accept the financial report dated February 28<sup>th</sup>, 2026, seconded by Bill McQuillen. Parking Director Ben Fletcher spoke on current revenues in relation to time left in the fiscal year. Following a vote, the motion carried unanimously.

**IV. PUBLIC COMMENT (15 MINUTES)**

[00:06:52] There were five speakers: Matt Glenn, 34 Harrison Avenue, voiced concerns regarding requested parking changes on Van Buren Avenue, and also reminded the Committee of the upcoming Mayor's Bike Ride and Bike Rodeo events; Jeff Randall, 80 Diamond Drive, requested updates on his previously proposed adjustments to the City's speed feedback signs, and requested increased street sweeping for bike routes following winter; Tyler Garzo, 62 McKinley

Road, voiced concerns over the proposed width of Van Buren Avenue, as well as concerns related to Van Buren's requested parking changes; Kelly Shaw, 892 Banfield Road, voiced concerns of truck traffic on Banfield Road and requested increased signage to redirect trucks toward Route 1, inquired on signage pertaining to Rail Trail parking, spoke on vehicles parked on the shoulder outside Saint Patrick Academy, as well as Water Country traffic re-direction; Colin Scholler, 30 Chauncey Street, noted needs for traffic calming in the area of State, Chapel, Penhallow, and Cass Streets; and encouraged the Committee to further support efforts of COAST, as City parking needs are evaluated.

## **V. PRESENTATIONS**

[00:24:15] 86 Farm Lane subdivision, proposed construction of Longmeadow Lane, by Altus Engineering. Eric Weinrieb of Altus Engineering presented a three-lot subdivision (one home already existing) on Longmeadow Lane, recognized currently as a "paper street". After presenting the design of the new right-of-way, Mr. Weinrieb was able to answer clarifying questions from the Committee.

## **VI. NEW BUSINESS**

*(No public comment during Committee discussion without Committee approval.)*

- A. [00:35:16] 86 Farm Lane. Request to prohibit parking along both sides of proposed Longmeadow Lane, by Brett Berger. Bill McQuillen moved to approve No Parking along both sides of the proposed Longmeadow Lane beginning at Farm Lane and running for a distance of 250 feet, seconded by Mary Lou McElwain. Erica Wygonik voiced concerns as to why prohibiting parking was needed, citing that 22-foot road width was enough room to have parking on one side. Bill McQuillen countered that the presented design had already been approved by the Technical Advisory Committee and that he was inclined to move forward with the original motion. Following a vote, the motion carried, with one opposed vote from Erica Wygonik.
- B. [00:37:02] Sheafe Street, request for handicap parking space closest to Penhallow Street, by resident of 9 Sheafe Street. Eric Eby noted the resident originally requesting this item reached out to notify him that the request was no longer needed. Annie Hopkins moved to remove the item, seconded by Peter Rice. Following a vote, the motion carried unanimously.
- C. [00:37:31] Van Buren Avenue, request to prohibit parking on one side of street to narrow street width during upcoming construction project, by residents of Elwyn Park. The Committee discussed the needs of Van Buren Avenue in relation to traffic (specifically to Dondero School), pedestrian safety, and parking volume. Peter Rice moved to conduct community outreach, gathering input from the PTA and residents relative to the proposed design as presented versus a narrower design, and report back to the Committee for decision/recommendation at the next meeting. This motion was seconded by Mary Lou McElwain. Following a vote, the motion carried unanimously.
- D. [01:08:11] Falkland Place and Ranger Way, request for clarification of snow ban parking rules for head-in parking spaces. Erica Wygonik moved to refer to staff to investigate options and report back at a future meeting, seconded by Jane Mitchell-Pate. Following discussion of the unique challenges of this area, the Committee voted in favor unanimously. The motion carried.
- E. [01:13:28] State Street, request for rapid flashing pedestrian beacon at crosswalk at Chapel

Street, by business owner. Erica Wygonik moved to refer to staff for evaluation and report back at a future meeting, seconded by Mark Syracuse. Following a vote, the motion carried unanimously.

**VII. OLD BUSINESS**

- A. [01:13:55] Sheafe Street, request for additional measures to increase compliance with no parking area near Penhallow Street intersection, by resident. Peter Rice moved to place on file, seconded by Mark Syracuse. Eric Eby was able to report his findings, stating that activity was minimal. Following a vote, the motion carried unanimously.

**VIII. INFORMATIONAL**

- A. [01:15:43] Police monthly collision report
- B. [01:16:10] Construction projects update
- C. [01:17:33] Cass Street, report back on traffic monitoring in response to request for traffic calming measures.
- D. [01:22:50] Discussion of Committee purpose and mission—this item was requested to be carried over to the next meeting

**IX. MISCELLANEOUS**

- A. [01:23:04] Question regarding the City's capacity to designate temporary parking spots for handicap use by request.

**X. ADJOURNMENT**

[01:28:21] Bill McQuillen moved to adjourn, seconded by Mary Lou McElwain. The motion carried unanimously. Chair Annie Hopkins adjourned the meeting at 10:27 AM.

Respectfully submitted,  
Jefferson Lane  
Administrative Assistant II, Department of Public Works

**FEDERAL AID PROGRAM  
PROJECT AGREEMENT  
FOR**

**CITY OF PORTSMOUTH**

STATE PROJECT #: 42608  
FEDERAL PROJECT #: X-A004(935)  
STATE VENDOR #: 177463  
UNIQUE ENTITY IDENTIFIER #: \_\_\_\_\_

THIS AGREEMENT, is made and entered into this {\_\_} day of {\_\_\_\_\_}, 2026, between the State of New Hampshire, acting through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Portsmouth, hereinafter called the "PROJECT SPONSOR".

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to improve the capacity and safety for all users at the intersection at Market Street and Russell Street in the City of Portsmouth is an eligible project for funding under the Federal Aid Program created under the Federal Bipartisan Infrastructure Law (BIL); and

WHEREAS, the DEPARTMENT has established Project # 42608 (the "Project") for the aforesaid project, with the project funding and target ad year as represented in the table below; and

<b>Programmed Year of Advertisement</b>	<b>Participating Federal Share 80%</b>	<b>Participating Local Share 20%</b>	<b>Additional Non- Participating Funds</b>	<b>*Total Budget</b>
<b>2029</b>	<b>\$1,160,000</b>	<b>\$290,000</b>	<b>\$0</b>	<b>*\$1,450,000</b>

\*The Total Budget is capped at the approved Ten Year Transportation Improvement Plan (2025-2034).

Additional Administrative Documentation Information: If this information is not available at the time of the Agreement signing, documentation will be sent to the PROJECT SPONSOR by the DEPARTMENT as soon as the information is available:

FEDERAL FAIN #: {Not yet available}  
CFDA #20.205 and DESCRIPTION Highway Planning and Construction  
SUBAWARD Period of performance start date: {Not yet available}  
SUBAWARD Period of performance end date: {Not yet available}  
NHDOT Managed: Yes \_\_\_ No x  
NHDOT Indirect Cost Rate: N/A x 10% \_\_\_  
Is award Research & Development: Yes \_\_\_ No x

WHEREAS, the PROJECT SPONSOR has submitted an Application to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby incorporated and made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:**

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- G. Non-Discrimination:

1. The PROJECT SPONSOR agrees, for itself, its assignees and successors in interest, that it will comply with Title VI of the Civil Rights Act of 1964, (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, (referred to as the “REGULATIONS”), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. The ACT and the REGULATIONS are herein incorporated by reference and made a part of this AGREEMENT. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.
2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
  - a. That each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
  - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in consideration for an award.*
  - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*
  - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these*

*requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*

3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
- H. The PROJECT SPONSOR certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR. The PROJECT SPONSOR also certifies that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.
- I. If the PROJECT SPONSOR defaults or fails to fulfill any part of this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.
- J. All external Project web content created under this AGREEMENT shall meet the accessibility requirements of the Americans with Disabilities Act (ADA) Title II: web content accessibility guidelines (WCAG) 2.1, level AA or Higher, as stated in the New Hampshire [Information Technology Accessibility Policy](#). Web content means the information and sensory experience to be communicated to the user: websites and pages, web apps, videos, documents, social media, etc., and mobile applications.

## **II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:**

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.

- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

**III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:**

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in the Table on page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the PROJECT within 6 months of AGREEMENT execution date noted in the first paragraph of page 1. The PROJECT SPONSOR agrees to complete the Preliminary Engineering (PE) Phase of the PROJECT on or BEFORE December 31<sup>st</sup> of the Programmed Year of Advertisement date noted in the table on page 1, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension to either the START or END date. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline without good cause or failure to submit an extension request may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. This AGREEMENT may be amended to incorporate changes in project scope, schedule, and/or budget that may arise through the development and design stages of the project, pursuant to approval by the Governor and the Executive Council as Item No. 47 on March 23, 2022. Such amendments will be effective upon execution of an instrument in writing signed by both parties hereto. Otherwise, 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 of discharge by the Governor and Executive Council of

the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule, or policy.

- G. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.
- H. Pursuant to authorization by the Governor and Executive Council, as Item No. 47 on March 23, 2022, this AGREEMENT is effective upon the date shown on page one of this AGREEMENT. The DEPARTMENT will include this AGREEMENT in its annual report to the Governor and the Executive Council on the status of all active Federal Local Public Agency (LPA) projects.
- I. The DEPARTMENT and the PROJECT SPONSOR acknowledge that RSA Chapter 21-I and Executive Order 14173 of January 21, 2025, place prohibitions on DEI initiatives and activities. To the extent any provision in this Agreement conflicts with any applicable state or federal law, such provision is null and void.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

**NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION**

**CITY OF PORTSMOUTH**

By: \_\_\_\_\_  
David Rodrigue, PE  
Commissioner  
State of New Hampshire  
Department of Transportation

Signature: \_\_\_\_\_  
Name (typed): \_\_\_\_\_  
Title: \_\_\_\_\_

Emergency Management Performance Grant (EMPG) Program – CFDA #97.042  
 Grant Agreement Amendment  
**Amendment to Change Federal Funding Year**

**City of Portsmouth (Subrecipient)**

It is hereby agreed that the grant agreement (PO #1092890) approved by the Department of Safety Business Office on May 31, 2023, between the City of Portsmouth as “Subrecipient” and the Department of Safety, Division of Homeland Security & Emergency Management as “State”, to update their LEOP Project as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from August 31, 2024, to August 31, 2026.

2. EXHIBIT B, Scope of Services, Number 2;

Delete item two (2) in its entirety and replace with:

“The Subrecipient” agrees that the project grant period ends August 31, 2026, and that a final performance and expenditure report will be sent to “the State” by September 30, 2026.

3. EXHIBIT C, Grant Amount and Payment Schedule

Delete and Add the following:

<b>Federal Award Information</b>	
<b>Awarding Agency:</b> Federal Emergency Management Agency	<b>Pass-through Entity:</b> Homeland Security & Emergency Management
<b>Federal Award:</b> \$3,544,752.00	<b>Assistance Listings Number/Title:</b> Emergency Management Performance Grant / 97.042
<b>Federal Award Date:</b> 9/20/2023	<b>R&amp;D:</b> No
<b>Indirect Cost Rate:</b> 17.33%	<b>Federal Award Identification Number (FAIN):</b> EMB-2023-EP-00005
<b>Subrecipient Information</b>	
<b>Name:</b> City of Portsmouth	<b>UEI:</b> EN8NBMSNF927
<b>Current Subaward Amount:</b> \$39,955.00	<b>Total Subawards Amount:</b> \$45,455.00
<b>Project Cost</b>	
<b>Applicant Share (Match Required):</b> \$39,955	<b>Total Project Cost:</b> \$79,910

Subrecipient Initials \_\_\_\_\_

Date \_\_\_\_\_

Period of Performance		
Start		End
10/1/2022		8/31/2026
Budget Period		
Start		End
10/1/2022		8/31/2026

4. All other provisions of the grant agreement, approved by the Governor and Executive Council on May 31, 2023.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

**City of Portsmouth (Subrecipient)**

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

State of:     New Hampshire    

County of: \_\_\_\_\_

Approval by State of New Hampshire, acting through its Department of Safety:

By (signature): \_\_\_\_\_  
 Director of Administration

Subrecipient Initials \_\_\_\_\_

Date \_\_\_\_\_

Approval by State of New Hampshire Attorney General as to form, substance, and execution:

By: \_\_\_\_\_, Attorney General, on \_\_\_\_\_.

Approval by State of New Hampshire Governor and Executive Council:

By: \_\_\_\_\_, on \_\_\_\_\_.

Subrecipient Initials \_\_\_\_\_

Date \_\_\_\_\_

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Department of Justice		<b>1.2. State Agency Address</b> 1 Granite Place South, Concord, NH 03301	
<b>1.3. Grantee Name</b> City of Portsmouth		<b>1.4. Grantee Address</b> 1 Junkins Avenue, Portsmouth, NH 03801	
<b>1.5 Grantee Phone #</b> (603)610-7416	<b>1.6. Account Number</b> 02-20-20-201510- 5021-072-500574	<b>1.7. Completion Date</b> 06/30/2027	<b>1.8. Grant Limitation</b> \$41,000
<b>1.9. Grant Officer for State Agency</b> Thomas Kaempfer		<b>1.10. State Agency Telephone Number</b> (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: Assistant Attorney General, On: / /			
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By: On: / /			

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

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

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

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-Special Provisions-

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

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

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Laws for Faith-Based and Community Organizations; Executive Order 13559,  
Fundamental Principles and Policymaking Criteria for

Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ  
implementing regulations at 28 C.F.R. Part 38.

4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.
5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the DOJ.
6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
7. Requirements of the award; remedies for non-compliance or for materially false statements

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

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

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through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (Legal Notices | Office of Justice Programs), 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.

8. Applicability of Part 200 Uniform Requirements

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

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

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 [Part 200 Uniform Requirements | Office of Justice Programs](#)

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

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

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

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For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at [Part 200 Uniform Requirements | Office of Justice Programs](#).

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

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

### 9. Compliance with DOJ Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at [DOJ Grants Financial Guide 2024 | Welcome to the DOJ Grants Financial Guide | Office of Justice Programs](#)), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

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

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

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

### 11. Requirements related to "de minimis" indirect cost rate

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

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

Any "subrecipient" at any tier must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--(1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

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

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

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The details of the requirement for authorization of any subaward are posted on the OJP web site at [Award Condition: All subawards \("subgrants"\) must have specific federal authorization | Office of Justice Programs](#) (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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

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

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at [Award Condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract \(if contract would exceed \\$250,000\) | Office of Justice Programs](#) (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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

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

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

16. Requirement for data on performance and effectiveness under the award

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

17. OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at [Training Guiding Principles for Grantees and Subgrantees | Office of Justice Programs](#).

18. 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.

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

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

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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 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 [Civil Rights Office | Partnerships with Faith-Based and Other Neighborhood Organizations | Office of Justice Programs](#).

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 [Civil rights requirements associated with OJP awards | Office of Justice Programs](#).

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21. Restrictions on “lobbying”

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at [Award condition: General appropriations-law restrictions on use of federal award funds \(FY 2025\) | Office of Justice Programs](#), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at [Grant Complaint](#) (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 DOJ OIG Investigations Division (Attn: Grantee (202)616-9881 (fax).

Additional information is available from the DOJ OIG website at [Hotline](#).

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

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

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

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

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

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

i. It represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

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

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

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

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

26. Encouragement of policies to ban text messaging while driving

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

27. Access to records

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

28. VOCA Requirements

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Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the subrecipient certifies that funds under this award will: (a) be awarded to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2); (b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); c) and be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

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

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

30. Employment eligibility verification for hiring under the award

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

- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the any subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- B. Notify all persons associated with any subrecipient who are or will be involved in 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)(l) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

## EXHIBIT A

- 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).

### 2. Monitoring

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

### 3. Allowable costs

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

### 4. Rules of construction

#### A. Staff involved in hiring process

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

#### B. Employment eligibility confirmation with E-verify

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

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

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

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (Home | E-Verify) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

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

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

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

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

1.No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a

## EXHIBIT A

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

### 2. Monitoring

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

### 3. Allowable costs

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

### 4. Rules of construction

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

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

Any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at

EXHIBIT A

[Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons \(including reporting requirements and OJP authority to terminate award\) | Office of Justice Programs](#) (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

33. Determination of suitability to interact with participating minors

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

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

The details of this requirement are posted on the OJP web site at [Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors | Office of Justice Programs](#) (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

34. Publications

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

35. Requirement on use of volunteers

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

42. 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.

EXHIBIT B  
-Scope of Services-

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

NH Department of Justice  
Grants Management Unit  
1 Granite Place South  
Concord, NH 03301  
603-271-8473 or sarah.e.sciuto@doj.nh.gov

EXHIBIT C  
- Payment Terms-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$41,000 of the total Grant Limitation from Governor and Council approval or 07/01/2026, whichever is later, to 06/30/2027, 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 09/30/2027. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

EXHIBIT D

-EEOP Reporting, Civil Rights Compliance and Standard Assurances-

I, \_\_\_\_\_ [responsible official], certify that

City of Portsmouth [Subrecipient] has either completed the EEOP reporting tool certification at [Log in | Office of Justice Programs](#) or completed an exemption form on:

\_\_\_\_\_ [date]

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

EEOP Training Requirements for Subrecipients

\_\_\_\_\_ [official that completed training] has completed the EEOP training at [Office for Civil Rights — Training for Grantees | Overview | Office of Justice Programs](#) on: \_\_\_\_\_ [date].

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 Unit | New Hampshire Department of Justice](#)

Subrecipient Discrimination Complaint Process

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

EXHIBIT D

## Certified Standard Assurances

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

1. I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.
2. I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—
  - a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
  - b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
  - c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
4. The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
  - a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42

EXHIBIT D

U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
  - 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)

EXHIBIT D

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.

EXHIBIT D

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.

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Name of Authorized Signor

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Title of Authorized Signor

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Signature

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Date

EXHIBIT E

Page 30 of 40

Subrecipient Initials \_\_\_\_\_

Date \_\_\_\_\_

-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.

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

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: \_\_\_\_\_

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

EXHIBIT F

New Hampshire Department of Justice



Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

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

1. Lobbying

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

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

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

## EXHIBIT F

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

### 2. Debarment, Suspension, and Other Responsibility Matters

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

EXHIBIT F

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

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

3. Federal Taxes

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

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Subrecipients, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Subrecipients, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Subrecipients, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

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

4. Drug-Free Workplace (Grantees Other Than Individuals)

EXHIBIT F

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

EXHIBIT F

convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

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

Notice shall include the identification number(s) of each affected award;  
f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

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

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

_____	_____
Name of Authorized Signor	Title of Authorized Signor
_____	_____
Signature	Date
City of Portsmouth, 1 Junkins Ave., Portsmouth, NH 03801	
_____	
Name and Address of Agency	

EXHIBIT G

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

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

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

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

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

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

EXHIBIT G

Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

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

EXHIBIT G  
Certification

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_NO

\_\_\_\_\_YES

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

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

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

\_\_\_\_\_NO

\_\_\_\_\_YES

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

EXHIBIT G  
Certification

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

To: Albert Pratt, P.E., Water Resources Director  
Portsmouth, NH

From: Stantec Consulting Services

Project/File: Portsmouth FY 2027 Water and Sewer Rate Study

Date: March 27, 2026

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**Reference: Water and Sewer Rate Study Work Session Follow Up**

This memorandum is intended to assist in responding to questions raised during the March 2, 2026 City Council work session on the water and sewer rate study. It reflects the questions compiled after the meeting and the recommendations presented at the work session, and provides responses by key topic area intended to clarify the basis for the recommended approach.

## **1 Customer Class Cost Recovery**

A central legal and policy principle of utility rate design is that rates should be based on the cost of providing service and applied in a reasonable, non-arbitrary manner. Accordingly, the City may establish different rates for different customer classes when those differences are supported by identifiable cost-of-service factors, such as meter capacity, contribution to peak demand, use of specific portions of the system, or wastewater characteristics that increase treatment costs.

Because the City incurs costs both to deliver water and sewer service and to maintain capacity to serve customers, those costs should be reflected in customer rates and charges. The recommended FY27 rate structure is designed so that commercial and industrial customers, in the aggregate, pay in proportion to their use of the water and sewer systems. Under the proposed water rates, the combined commercial and industrial classes are expected to generate approximately 60% of total revenues from user fees and charges, which aligns with their share of system water demand. Under the proposed sewer rates, those classes are expected to generate approximately 58% of user fee and charge revenues, which similarly aligns with their share of sewer system usage. As a result, while commercial and industrial customers represent only about 13% of the City's customer base, they are projected to provide nearly 60% of total system revenues under the recommended FY27 rates. Accordingly, the recommended FY27 rates already reflect a substantial allocation of costs to commercial and industrial customers in proportion to their demands on the system.

## **2 Modifications to Recommended Rate Structure**

The work session included significant discussion of how different types of customers place demands on the utility systems. To provide additional context for the recommended rate structure modifications, Table 1

**Reference: Water and Sewer Rate Study Work Session Follow Up**

summarizes customer counts by average monthly usage level for each major customer class. The table also shows the percentage of customers within each class that fall within each usage range. As shown, most residential customers are concentrated in the lower usage tiers, while a larger share of commercial, industrial, and certain irrigation accounts fall into the higher usage ranges. This distribution is relevant to Council’s discussion because it illustrates which customer groups would be most affected by changes to volumetric rates and tier design. Sewer usage exhibits similar overall patterns.

*Table 1 Water Customer Counts by Average Monthly Usage<sup>1</sup>*

Customer Class	0 to 5 Units		6 to 10 Units		11 to 20 Units		21 to 30 Units		Over 30 Units	
	Count	%	Count	%	Count	%	Count	%	Count	%
Residential	4,997	64%	2,107	27%	421	5%	97	1%	142	2%
Commercial	509	44%	179	15%	125	11%	88	8%	262	23%
Industrial	34	38%	10	11%	4	4%	9	10%	32	36%
Municipal	47	51%	14	15%	6	7%	6	7%	19	21%
Irrigation - Res	303	58%	134	26%	55	11%	9	2%	19	4%
Irrigation - Comm	3	18%	3	18%	4	24%	1	6%	6	35%

The Council asked whether the City could add a higher usage tier above 20 units in order to shift more cost to larger commercial and industrial users. The issue is not whether a fourth tier could be adopted, but whether it would be supported by the available data and by cost-of-service principles.

The recommended rate structure already moves from the current two-tier design to a three-tier design with a lower-priced essential-use block for 0 to 5 units, a second tier for 6 to 10 units, and a third tier for usage above 10 units. As a result, commercial and industrial customers with larger water demands will already pay more for water and sewer service under the recommended rates. Some of the City’s largest users are projected to experience double-digit increases in their combined water and sewer bills, and some of the largest accounts may see annual bill increases exceeding \$100,000. This demonstrates the proposed structure is not neutral with respect to larger non-residential demand. At the same time, some of these higher-volume accounts, while classified as non-residential, are apartment complexes and other forms of multifamily housing. Imposing even higher increases on those customers could raise affordability concerns, particularly where such properties serve low-income or elderly residents.

Another key consideration is that a significant number of commercial and industrial customers do not use large quantities of water. Billing records show that approximately 60% of commercial customers and approximately 50% of industrial customers use 10 units or less per month. Without separate commercial and industrial volumetric rates, it would be difficult to increase charges for larger users without also affecting many lower-usage customers. At the same time, it would be difficult to justify charging those lower-usage commercial and industrial customers more solely because they are non-residential.

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<sup>1</sup> Average monthly usage based on annual average during FY 2025

Reference: Water and Sewer Rate Study Work Session Follow Up

### 3 Fixed Service Charges

The recommended FY27 rate structure includes several modifications to the City's fixed charges. These changes include increases to the water fixed charges, the addition of a sewer fixed charge, and scaling both sets of fixed charges based on meter capacity using the methodology published by the American Water Works Association (AWWA). Several questions were raised during the work session regarding these proposed changes.

First, Council asked whether the City should move immediately to a higher level of cost recovery through fixed charges. Currently, fixed charges account for approximately 7% of water revenues and 0% of sewer revenues, compared with an industry standard range of roughly 15% to 30%. Stantec is recommending that the City begin at the lower end of that range, approximately 16% for water and 4% for sewer, in order to gradually increase the share of revenue recovered through fixed charges. While a more immediate move to the upper end of the industry range could be justified, the recommended approach is intended to improve revenue stability while limiting abrupt monthly bill impacts for the City's smaller users. In addition, moving fixed charges immediately to the higher end of the range would result in lower volumetric rates, which would run counter to the City's desire to ensure that larger-using non-residential customers pay more. For these reasons, Stantec recommends the City continue adjusting fixed charges over time to move gradually toward industry standards.

Additional questions were raised regarding the scaling of fixed charges by meter size. As discussed during the work session, the recommended fixed charges are scaled in proportion to the hydraulic capacity of the meter, consistent with AWWA standards. This is a widely accepted industry practice and provides a reasonable basis for assigning fixed costs among customers. Scaling fixed charges more aggressively than the recommended approach would be difficult to justify from both a cost-of-service and industry-practice perspective.

Finally, the concept of including a certain amount of water and sewer units within the fixed charge was discussed during the work session. Including a set number of units within the fixed charge would be difficult to implement and administer and create policy challenges for the City. Because the fixed charge is scaled by meter size, any included usage allowance would also need to be scaled consistently across all customer classes. For example, if the City were to include 2 units in the fixed charge for a 5/8- or 3/4-inch customer, that same concept would need to be extended proportionally to larger meters, which could equate to roughly 280 units included for a 10-inch customer. While this may sound straightforward in concept, in practice it would add substantial complexity to billing administration, customer communication, and rate design.

This approach would also run counter to the City's goal of encouraging efficient water use and conservation. Embedding usage within the fixed charge can send the unintended signal that customers should consume the water they are already "paying for," rather than make decisions based on the true marginal cost of additional water use. From a policy standpoint, that weakens the conservation message and reduces the effectiveness of volumetric pricing as a tool to encourage efficient consumption. For those reasons, including units within the fixed charge is not recommended.

Reference: Water and Sewer Rate Study Work Session Follow Up

## 4 Irrigation Rates

Several questions were raised regarding the proposed treatment of irrigation accounts. The first was whether customers with irrigation meters pay the fixed charge on a year-round basis, including during periods when irrigation use is minimal or does not occur. The answer is yes. The City does assess the fixed charge year-round since the charge is intended to recover a portion of the costs associated with maintaining system capacity and ensuring service is available when needed. The City must maintain the infrastructure necessary to serve these accounts regardless of the seasonality of their usage. As a result, it is appropriate for irrigation customers to pay the fixed charge throughout the year.

A second question was whether the City could establish separate irrigation rates for residential customers as compared to non-residential customers. While it was noted that some residential irrigation use may be associated with relatively small-scale outdoor watering, the demands placed on the system through an irrigation meter are not materially different based solely on whether the account is residential or non-residential. In either case, irrigation accounts can create significant peak demands on the water system. Based on the rate analysis and a review of industry practices, it would be difficult to develop and support a separate rate structure applicable only to non-residential irrigation customers.

The current rate structure already provides a measure of differentiation based on the level of irrigation use. Under the tiered volumetric rate design, customers using relatively small quantities of water for irrigation pay less, while customers with higher irrigation demands pay more. In addition, the usage patterns of both residential and non-residential irrigation customers were reviewed as part of the rate analysis. That review showed that, while some residential irrigation customers place only minimal demands on the system, other residential irrigation customers exhibit usage patterns and system demands that are consistent with those of non-residential irrigation customers. As a result, it would be difficult to develop a rate structure that is both justifiable and meaningfully different for residential versus non-residential irrigation customers. This is consistent with the general rate-setting principle that customers with similar usage characteristics and similar demands on the system should be grouped within the same customer class. For this reason, irrigation customers are appropriately treated as a single class.

A final issue raised was whether it is relevant that irrigation demand often occurs at night. Although these demands may occur outside of typical daytime usage periods, they can still create substantial peaking on the system. Irrigation accounts often shift from very low usage to very high usage over a short period of time, and those usage spikes contribute to the system demand that the City must be able to meet. As a result, irrigation customers impose additional costs on the system regardless of the time of day at which those demands occur.

Reference: Water and Sewer Rate Study Work Session Follow Up

## **5 Mixed-Use Buildings and Customer Class Definitions**

Questions were raised about how downtown mixed-use buildings are metered and whether large residential buildings are included in commercial classes. Within the City's utility billing system, account classification follows the meter and account setup, rather than the ultimate mix of tenants or occupants behind the meter. As a result, a master-metered mixed-use or multifamily property may be billed as a non-residential account even though the end users include residents.

As noted earlier, this is an important consideration when evaluating additional tiers for larger-volume customers. A portion of the customers affected by higher non-residential tiers may in fact be residential in character from the standpoint of occupancy and housing use. That does not make the existing classification inappropriate, but it does mean the City should be cautious about assuming that all usage above a given threshold reflects purely commercial or industrial demand. For that reason, this issue further supports a measured approach to any additional high-use non-residential tiering unless and until more refined customer classification data are available.

## **6 Wholesale Customers**

The Council also raised questions regarding the treatment of Rye, New Castle, and other customers located outside the City that are served by the City. The recommended wholesale water and sewer rates were developed based on the cost of providing service to those wholesale customers and reflect the fact that wholesale service is not the same as retail service provided within Portsmouth. Wholesale customers do not rely or place demands on, the full retail distribution and collection systems in the same manner as retail customers. Accordingly, wholesale customers are not intended to be charged under the same rate design as the City's retail customers because they receive a different level of service and make use of different portions of the overall utility system.

As discussed during the work session, the wholesale rate calculations were designed to allocate to wholesale customers only those costs associated with the facilities, capacity, and operations required to serve them. This is consistent with standard utility ratemaking practice, which is to align rates with the cost of service and to avoid assigning costs to a customer class for facilities or functions that do not directly benefit that class. In this case, the wholesale customers are purchasing service on a master-meter basis and are not receiving the same retail-level service provided to individual Portsmouth accounts.

Wholesale customers do, however, pay fixed charges based on the size and number of the master meters serving them. Those fixed charges recognize the capacity that the City must reserve and maintain in order to provide service to those accounts. In addition, the wholesale communities served by the City collectively represent approximately 370 households, which provides context for the scale of service being provided outside the City. While this is a relatively small number of accounts in comparison to the City's overall

**Reference:** Water and Sewer Rate Study Work Session Follow Up

customer base, the recommended wholesale charges are intended to ensure these customers continue to pay their appropriate share of the costs associated with the service they receive.

## **7 Water Conservation**

The City's rate structure must balance two important objectives: encouraging the wise and efficient use of water while also generating sufficient and stable revenue to fund the utility system. Promoting conservation is an important policy objective because it helps protect water resources, supports environmental stewardship, and encourages efficient use of the City's water system. At the same time, the City must ensure that the utility continues to recover the revenues necessary to operate, maintain, and reinvest in the system regardless of short-term fluctuations in consumption.

In that context, the concern raised about major users reducing consumption in response to price increases is valid. Higher variable prices can reduce sales, which can make future revenue recovery more difficult if the utility remains heavily dependent on volumetric charges. This is one of the reasons the study recommends higher fixed-charge recovery: it reduces revenue volatility when usage declines.

However, it is important for the City to incorporate the potential impacts of conservation within its financial planning for the utilities. Under the City's current approach, significant future consumption reductions are not assumed in the absence of account-specific evidence. Instead, the City is using a conservative demand forecast, reviewing actual results through its annual evaluation process, and monitoring the usage patterns of its customers over time. This approach avoids overreacting to anecdotal indications of conservation while still recognizing that some customers may reduce demand in response to higher rates.

This point also supports the recommendation not to rely too heavily on a steep high-use tier as the main funding mechanism. A structure that balances fixed and volumetric recovery is better suited to manage the revenue effects of conservation.

## **Summary**

Overall, the recommended FY27 water and sewer rate structure remains reasonable and supportable from both a policy and cost-of-service perspective. The recommendation is designed to better align rates with the way customers use the system and the costs they impose, while avoiding distinctions that would be difficult to justify based on the available data. Under the proposed rates, commercial and industrial customers, in the aggregate, are projected to contribute revenues generally in proportion to their share of water demand and sewer usage, while larger-volume users will continue to pay more under the recommended block rate structure.

The proposed fixed-charge changes represent a measured step toward improved revenue stability and more appropriate recovery of capacity-related costs, while still preserving volumetric price signals. The recommended treatment of irrigation accounts is consistent with the demands those customers place on the system regardless of whether the account is residential or non-residential. The recommended wholesale

**Reference: Water and Sewer Rate Study Work Session Follow Up**

rates reflect the different level of service provided to wholesale customers and are based on the costs associated with serving those accounts rather than on the City's retail rate design.

A substantial share of commercial and industrial accounts do not use water at levels that would justify materially higher charges under the current tier structure, and some high-volume non-residential accounts are master-metered multifamily or mixed-use properties whose usage is residential in character. For these reasons, more aggressive class-specific rate changes would be difficult to justify without additional analysis and more refined customer classification data.

Best regards,

**Stantec Consulting Services Inc.**



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**David Hyder**  
Senior Principal  
Phone: (202)-585-6391  
david.hyder@stantec.com

[stantec.com](http://stantec.com)



April 9, 2026

## Portsmouth, NH Department of Public Works Hosts Household Hazardous Waste Collection Day on May 9, 2026

**Portsmouth, New Hampshire** – The City of Portsmouth Department of Public Works will hold its semiannual Household Hazardous Waste Collection Day on Saturday, May 9, 2026 at the Public Works facility at 680 Peverly Hill Road. Residents of Portsmouth, Greenland, and Newington are encouraged to bring household chemicals for safe disposal between 8 am and 12 noon.

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

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

Items that qualify for collection include the following:

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

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

For more information on Household Hazardous Waste Collection Day, visit: [portsnh.co/hazwaste](https://portsnh.co/hazwaste).

###

**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 charge nonresidents \$1.00 per hour and 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. The Program also expands the Downtown Resident Workforce Program to Parrott Avenue.

**RAPP Zone**

The RAPP Zone includes the following streets listed below and set forth in the attached map:

- a. Parrott Avenue (roadway only, and the only street in the RAPP Zone to be used by downtown workers registered for the Downtown Workforce Parking Program)
- 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)

**Parking Rates in RAPP Zone**

Parking Rates and hours of enforcement for the Program are set forth in Chapter 7, Article I, Section 7.102 (C).

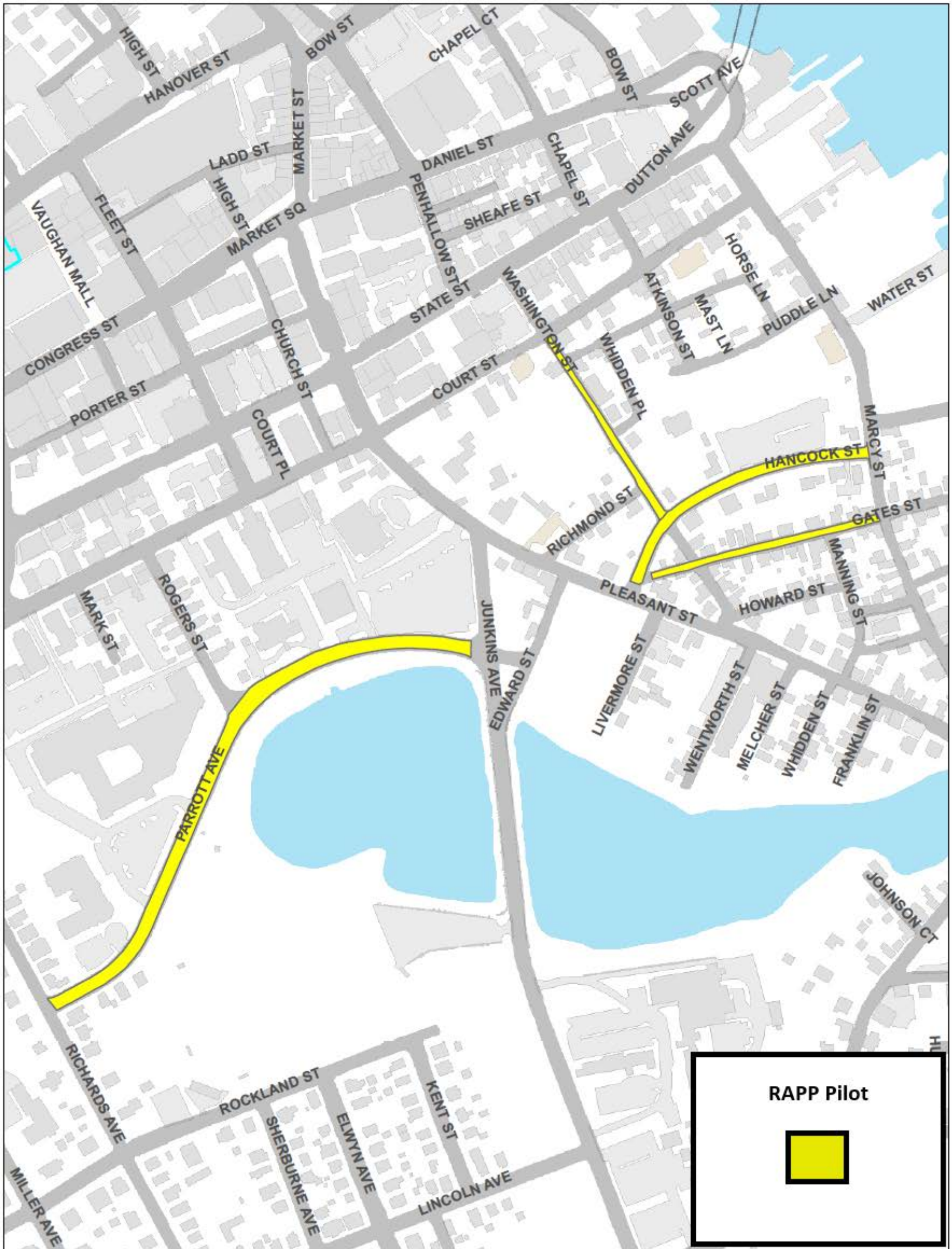
**Effective date**

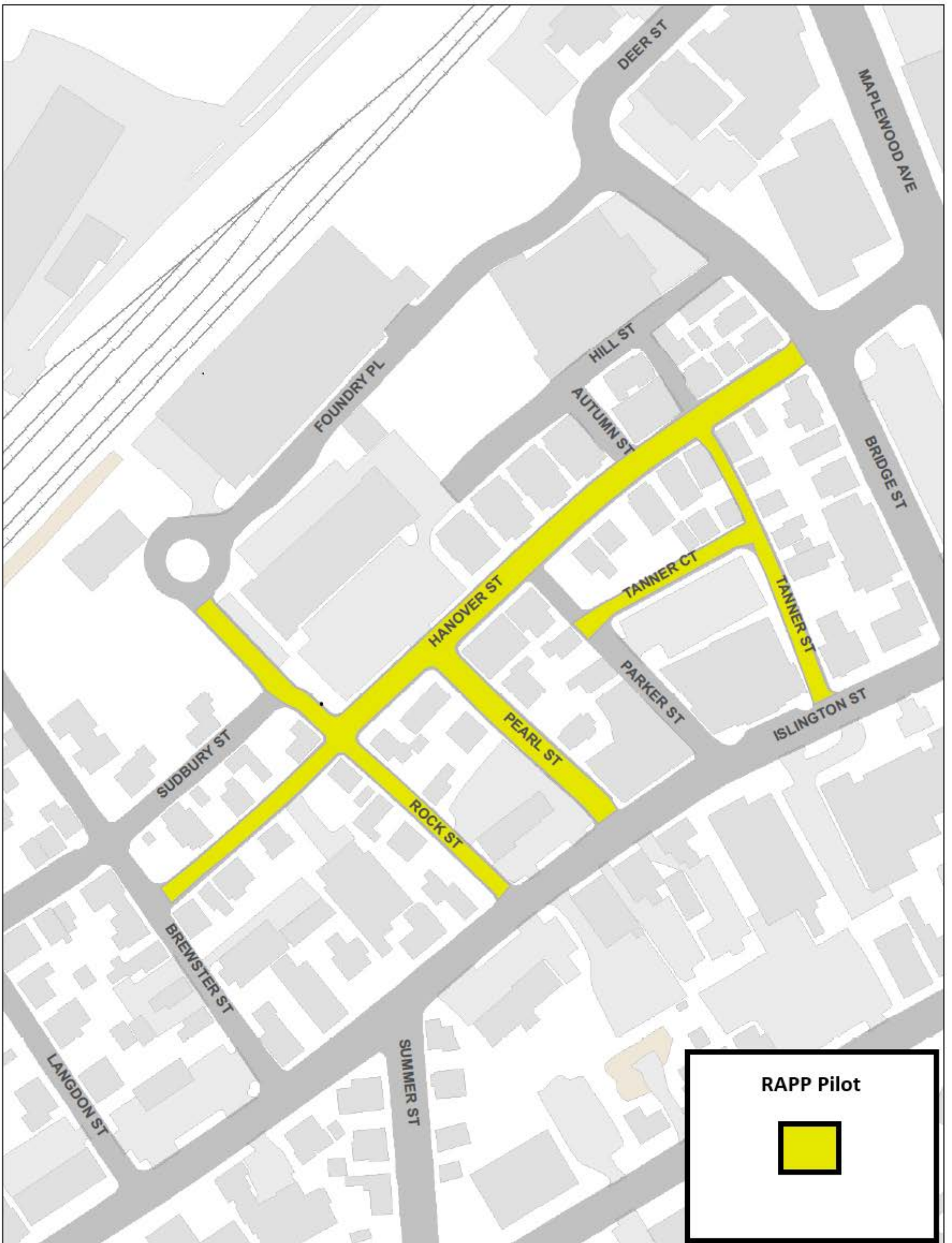
The Program is effective July 1, 2026.

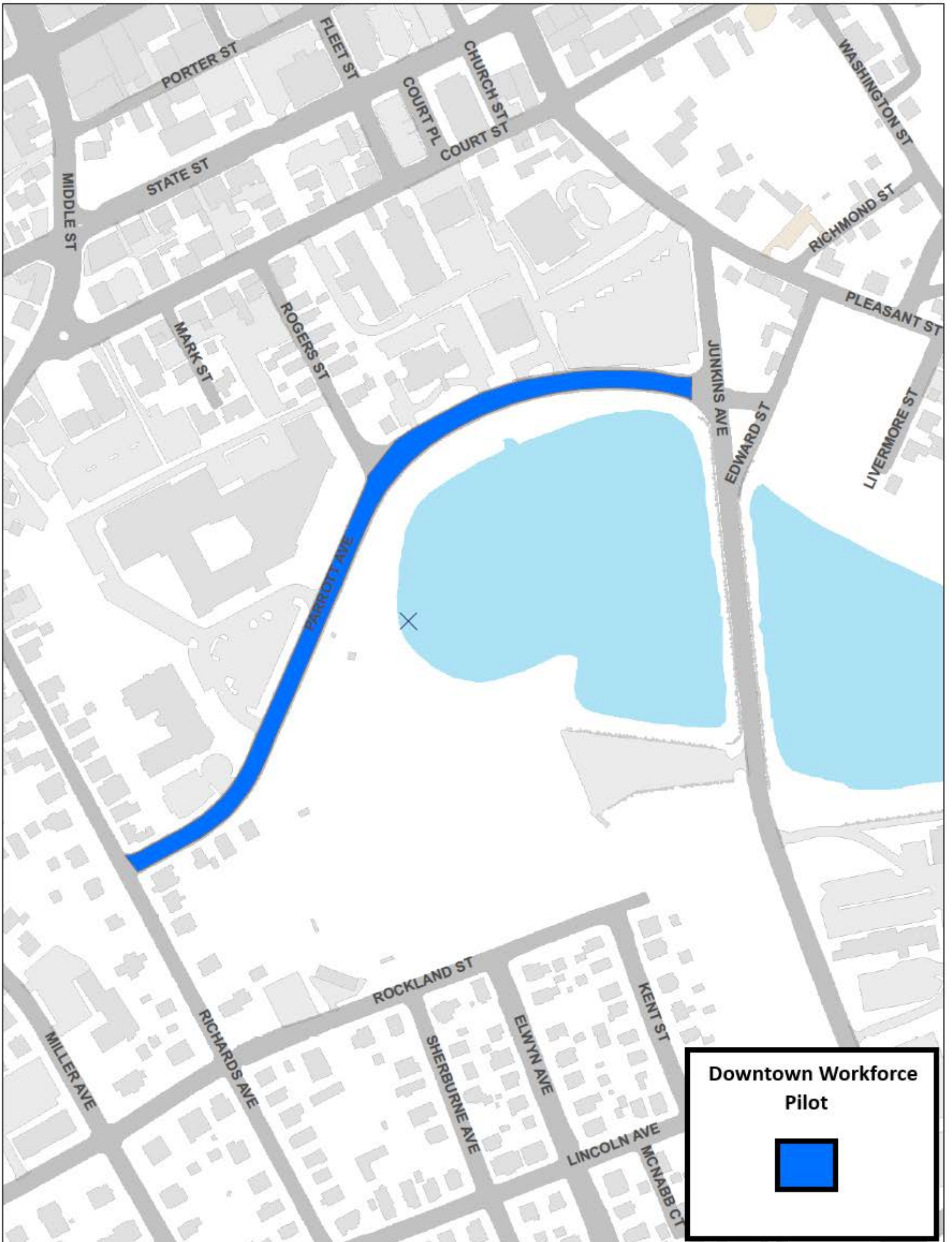
Adopted by the Portsmouth City Council on \_\_\_\_\_.

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Katelyn A. Griggs  
Acting City Clerk







**Downtown Workforce  
Pilot**

