



# Portsmouth, NH City Council

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

**April 6, 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\\_hXvZQ42CSgS6PY2IbO9ZZw](https://us06web.zoom.us/webinar/register/WN_hXvZQ42CSgS6PY2IbO9ZZw)

## Anticipated Non-Public Session

**6:45 p.m. – Anticipated Non-Public Session is being held in Conference Room A in Accordance with RSA 91-A:3, II (a), (b) & (c) regarding Personnel Matters.**

## Agenda

- 1. Work Session**
- 2. Public Dialogue Session (when applicable)**
- 3. Call to Order (7:00 pm or thereafter)**
- 4. Roll Call**
- 5. Invocation**
- 6. Pledge of Allegiance**
  - A. Cub Scouts
- 7. Acceptance of Minutes**
  - A. Minutes (There are no minutes on for acceptance this meeting)
- 8. Recognitions and Volunteer Committee Reports**
  - A. Proclamations:
    - Clean Water Week
    - Poetry Month
    - Public Safety Telecommunication Week

- Sexual Assault Awareness Month

B. \*A special thank you to Piscataqua Savings Bank for their donation of the lunch for Student Government Day

## 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 Amendment to Chapter 11, Article II, Section 11.216 (B) Relative to Sewer Use Changes (***Sample motion – move to pass first reading of the amendment to Chapter 11, Article II, Section 11.216 (B) relative to the establishment of sewer fees and schedule a public hearing and second reading for May 4, 2026***)
- B. Third and Final Reading of Ordinance Amending 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 (***Sample motion – move to pass third reading as presented***)

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

- A. Approval of Seacoast Eat Local Farmers' Market License Agreement (***Sample motion - move to authorize the City Manager to execute the License Agreement as presented, allowing SEL to operate a Farmers' Market at the Municipal Complex on Saturday mornings from May 2, 2026, through October 31, 2026, and that the City Manager is further authorized to negotiate and execute any amendment to the Agreement that she deems consistent with its purpose***)
- B. Updated Resident Access Parking Program (RAPP) Pilot – 2026 & Downtown Workforce Parking Pilot on Parrott Avenue (***Sample motion - move to schedule a first reading for 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 at the April 20, 2026, City Council meeting***)
- C. Tentative Agreement with the School Custodial Employees and the School Cafeteria Employees Bargaining Units (***Sample motion - move to approve the Agreement as presented***)
- D. Request for Public Hearing to Participate in the Clean Water State Revolving Fund - Fleet Street Area Reconstruction Phase 2B (***Sample motion - move to schedule a public hearing and vote at the April 20, 2026 City Council meeting to participate in***)

***the NHDES Clean Water State Revolving Fund loan program for the Fleet Street Area Reconstruction Phase 2B project as presented)***

- E. Request for Public Hearing to Participate in the State Drinking Water Revolving Fund – Greenland Well PFAS Treatment (***Sample motion - move to schedule a public hearing and vote at the April 20, 2026 City Council meeting to participate in the NHDES Drinking Water State Revolving Fund loan program for Greenland Well Treatment and rescind bonding authority as described in the draft resolution as presented)***)
- F. 134 Pleasant Street Revocable License Request (***Sample motion – move to deny authorization for vehicular egress from 134 Pleasant Street across the Parrott Avenue municipal parking lot)***)

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

- A. Letter from JerriAnne Boggis on behalf of the Black Heritage Trail to hold the Juneteenth celebration events on June 19<sup>th</sup>, 21<sup>st</sup>, 27<sup>th</sup>, and 28<sup>th</sup>, at various locations in the City of Portsmouth (***Sample motion – move to refer to the City Manager with the Authority to Act)***)
- B. Letter from Jodie Tsekrekas on behalf of Cystic Fibrosis Foundation requesting to hold 35/65/100-mile one-day bicycle tour on Saturday, October 3, 2026 (***Sample motion – move to refer to the City Manager with the Authority to Act)***)
- C. Letter from Caleb and Samantha Ginsberg request for permission to Host Youth (Court Soccer) Tournament on the Basketball and Tennis Courts at South Mill Pond Recreational Complex on Saturday, August 1, 2026 (Rain Date: August 8, 2026) (***Sample motion – move to refer to the City Manager with Authority to Act)***)
- D. Letter from Joe Gleason on behalf of the Music Hall requesting the closure of Chestnut Street for the following events:
  - Emerging Artist Benefit Concert on Saturday, May 2, 2026 from 9:00 am to 7:00 pm
  - TedxPortsmouth on Friday, May 8, 2026
  - Seacoast Litfest on Thursday, June 11, 2026, and Sunday, June 14, 2026
  - Telluride by the Sea on Friday, September 25, 2026 through Sunday, September 27, 2026
  - New Hampshire Film Festival Film Festival from Thursday, October 15, 2026 through Sunday, October 18, 2026 8:00 am to 11:00 pm

***(Sample motion - move to refer to the City Manager with authority to negotiate and execute a License Agreement)***

- E. Letter from Brian Miller on behalf of New England Run for the Fallen requesting to hold the 4<sup>th</sup> Annual Run which will come through the City of Portsmouth on Sunday, August 16, 2026 (**Sample motion – move to refer to the City Manager with Authority to Act**)
- F. Letter from Russ Grazier on behalf of PMAC requesting to hold a small parade from Friday, April 17, 2026 (**Sample motion – move to refer to the City Manager with Authority to Act**)
- G. Letter from Stephan Infascelli on behalf of Marathon Sports request to hold the Portsmouth 5K on Saturday, May 2, 2026 (**Sample motion – move to refer to the City Manager with Authority to Act**)
- H. Letter from Greg Vaillancourt on requesting the approval of temporary signage to be located at Leary Field during the 2026 baseball season from May 1, 2026 through the end of October 2026 (**Sample motion – move to refer to the City Manager with Authority to Act**)
- I. Letter from Bruce Hurley on behalf of Seacoast Half Marathon Organizing Committee requesting to hold the 21<sup>st</sup> Annual Seacoast Half Marathon on Sunday, October 25, 2026 (**Sample motion – move to refer to the City Manager with Authority to Act**)
- J. Letter from Seacoast African American Cultural Center requesting to hold the Juneteenth Freedom Walk on June 19, 2026 (**Sample motion – move to refer to the City Manager with Authority to Act**)
- K. Letter from Robinson Family Foundation to request to hold an RFF Basketball Weekend from Friday, July 10, 2026 through Sunday, July 12, 2026 (**Sample motion – move to refer to the City Manager with Authority to Act**)

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

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

### **14. Mayor McEachern**

- A. \*Appointment of Katelyn Griggs as Acting City Clerk (Clerk Pro Tempore) of the City of Portsmouth, effective April 7, 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. (**Sample motion – move to appoint Katelyn Griggs as Acting City Clerk (Clerk Pro Tempore) of the City of Portsmouth, effective April 7, 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**)

- B. \*Request for a Joint Work Session with the School Board and School Department Regarding the FY27 Operating Budget
- C. Appointments to be Considered:
- Appointment of Elissa Margolin to the Board of Commissioners Portsmouth Housing Authority
  - Appointment of Paula Glynn to the Citywide Neighborhood Committee
  - Appointment of Colleen Ovecka to the Citywide Neighborhood Committee
  - Appointment of Jessica Blasko to the Conservation Commission
  - Reappointment of Mary Loane to the Housing Blue Ribbon Committee
  - Reappointment of Jen Stebbins Thomas to the Housing Blue Ribbon Committee
  - Reappointment of Dagan Migirditch to the Housing Blue Ribbon Committee
  - Reappointment of Andrew Samonas to the Housing Blue Ribbon Committee
  - Reappointment of Byron Matto to the Housing Blue Ribbon Committee
  - Appointment of Eric Weinrieb to the Housing Blue Ribbon Committee
  - Appointment of Caitlin McGrath-Levesque to the Housing Blue Ribbon Committee
  - Reappointment of Richard Duddy to the Recreation Board
  - Reappointment of Lauren Krans to the Recreation Board
  - Reappointment of Erik Anderson to the Housing Blue Ribbon Committee
  - Appointment of Shan Zuidema to the Safe Water Advisory Group
- D. \*Appointments to be Voted:
- Reappointment of Jacqueline Cali-Pitts to the Recreation Board (***Sample motion – move to reappoint Jacqueline Cali-Pitts to the Recreation Board***)
  - Appointment of Angus MacDonald to the Portsmouth Housing Blue Ribbon Committee (***Sample motion – move to appoint Angus MacDonald to the Portsmouth Housing Committee***)
  - Appointment of Oliver Chag to the Portsmouth Housing Blue Ribbon Committee (***Sample motion – move to appoint Oliver Chag to the Portsmouth Housing Committee***)
- E. Resignation of Torey Brooks from the Sustainability Committee (***Sample motion – move to accept with regret the resignation of Torey Brooks from the Sustainability Committee and send a letter thanking Torey for her service to the City***)
- F. Resignation of Jason Goodrich from the Arts and Cultural Commission (***Sample motion – move to accept with regret the resignation of Jason Goodrich from the Arts and Cultural Commission and send a letter thanking Jason for his service***)

**15. City Council Members**

A. Councilor Cook/Councilor Tabor

- **\*Prescott Park Master Plan Implementation (*Sample motion – move to request a report back from staff on changes to park renovations in Phase 1A of the Prescott Park Master Plan, and given these changes, how Prescott Park Arts Festival, in partnership with the City, could privately fund a covered stage and any ancillary structures to serve the Festival for the long term future*)**

**16. Approval of Grants/Donations**

A. Acceptance of Donation from Liberty Mutual for Liberty Mutual Day Volunteers

**(*Sample motion – move to accept the donation from Liberty Mutual for Liberty Mutual Day Volunteers to participate in Day of Service activities and restoration projects to be held on Friday, May 8, 2026 and Friday, May 15, 2026 at the direction of the Cemetery Committee as presented*)**

B. Acceptance of Portsmouth Certified Local Government Grant - \$27,000

**(*Sample motion – move to accept up to \$27,000 from the Portsmouth Certified Local Government Grant and authorize the City Manager to enter into a Grant Agreement as presented*)**

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

A. \*FlashVote Heat Resilience Survey

B. \*Master Plan Open House Reminder

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

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

\*Indicates verbal report with no attachments

June H. Philbrook, CNHDMC  
Acting City Clerk

The Council Chambers  
City Hall  
Portsmouth, New Hampshire

A Proclamation

- Whereas:** Nationally, Clean Water Week 2026 provides a vital opportunity for utilities, public officials, and water sector leaders to advocate for federal implementation of major water infrastructure investments, the EPA's evolving regulatory agenda, and the policy opportunities shaping the sector; and
- Whereas:** Here in New Hampshire, the NH Water Pollution Control Association takes advantage of Clean Water Week 2026 to focus on the journey of water, under the banner of "From Rain to Drain & Back Again;" and
- Whereas:** The State of New Hampshire is home to approximately 70 wastewater treatment facilities operating 24 hours a day, seven days a week to treat sewage and protect our rivers, lakes, and coastal waters from pollution. From Lake Winnepesaukee in the Lakes Region to the Connecticut River along our western border to Great Bay, the Piscataqua River, and the Atlantic Ocean here on the Seacoast, clean water is essential to New Hampshire's environment, economy, and quality of life; and
- Whereas:** Wastewater treatment facilities, sewer collection systems, and our dedicated DPW professionals who operate and maintain them provide an essential public service to Greater Portsmouth every day, safeguarding our public health and protecting our environment; and
- Whereas:** Here in Portsmouth, Clean Water Week gives our DPW Wastewater team a unique opportunity to showcase our two treatment facilities with Open House events so the community can better understand the sewer systems and public services we all rely on but rarely see. These events – at Pease on April 16 and Peirce Island on April 17 – provide rare access to critical infrastructure, giving the public a behind-the-scenes look the daily operations of treatment facilities, our ongoing infrastructure improvements, and local efforts to maintain and upgrade these vital systems; and
- Whereas:** For our facilities and the members of our community, participating in Clean Water Week promotes broader public engagement in water protection and conservation efforts at both the local and statewide levels.

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 12-18, 2026 as

Clean Water Week in Portsmouth

and urge all Portsmouth citizens to get to know the work of the Water/Wastewater/Stormwater Division and its engagement in proactive organizations protecting drinking water sources, distribution systems, staff and plans for the future.



Given with my hand and the  
Seal of the City of Portsmouth,  
on this sixth day of April 2026

Deaglan McEachern, Mayor of Portsmouth

The Council Chambers  
City Hall  
Portsmouth, New Hampshire

A Proclamation

- Whereas:** The Portsmouth Poet Laureate Program in collaboration with the City's Arts and Cultural Commission have created the Public Poetry Project by encouraging residents of all ages to submit their original poems for the Public Poetry Project; and
- Whereas:** The Public Poetry Project is now displaying more than 70 poems in the windows of dozens of downtown storefronts and offices for the entire month of April which is National Poetry Month; and
- Whereas:** National Poetry Month is celebrating its 30th anniversary this April, having become the largest literary celebration in the world, with tens of millions of readers, students, K-12 teachers, librarians, booksellers, literary events curators, publishers, families, *and poets*, marking the important place of poetry in our lives; and
- Whereas:** Here in Portsmouth, the Portsmouth Poet Laureate Program and Portsmouth Arts and Cultural Commission are dedicated to building community through poetry and the arts.

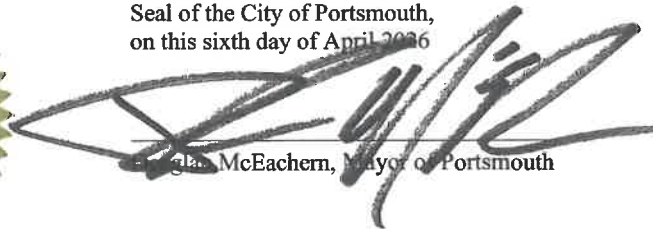
Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and citizens of Portsmouth, do hereby proclaim April 2026 as

Poetry Month in Portsmouth

and urge all Portsmouth citizens to take time to stop, when they are downtown throughout the month, and read the poetry displayed in the windows of our businesses to appreciate the vibrant arts, culture and history made visible in our streetscape.

Given with my hand and the  
Seal of the City of Portsmouth,  
on this sixth day of April 2026



  
Deaglan McEachern, Mayor of Portsmouth

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

**A Proclamation**

**Whereas:** The President and Congress of the United States have designated the week of April 12 through April 18, 2026 as National Public Safety Telecommunicator Week; and

**Whereas:** The Public Safety Dispatchers of the Portsmouth Police Department play an essential role, working side-by-side with our police officers, firefighters, and EMTs in responding to emergencies and protecting public safety; and

**Whereas:** It is important that all citizens understand the weighty duties and responsibilities, as well as the long hours required of Public Safety Dispatchers in maintaining a 24/7 operation; and

**Whereas:** The Public Safety Dispatchers of the Portsmouth Police Department unceasingly provide a vital public service to our community.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council, do hereby call upon all citizens of Portsmouth and upon all patriotic, civic, and educational organizations to observe the week of April 12 to 18, 2026, as

***Public Safety Telecommunicators Week  
in Portsmouth***

with appropriate expressions and observances to thank Public Safety Dispatchers for their contributions to the health and safety of our community.



Given with my hand and the  
Seal of the City of Portsmouth,  
on this 6<sup>th</sup> day of April 2026.

  
Douglas McEachern, Mayor of Portsmouth

The Council Chambers  
City Hall  
Portsmouth, New Hampshire

A Proclamation

- Whereas:** April was declared National Sexual Assault Awareness Month in 2001 as an opportunity to listen to and honor survivors in our community and show those impacted by sexual violence that they are not alone. Sexual assault happens in every community with 44 percent of women and about 25 percent of all men experiencing some form of sexual violence in their lifetimes; and
- Whereas:** Sexual assault directly affects people regardless of age, socio-economic status, sexual orientation, gender, race, religion, or nationality, and can upend the lives of victims and their families, leading to depression, anxiety, PTSD and other physical and emotional wounds; and
- Whereas:** The Violence Against Women Act became federal law in 1994 and was reauthorized in 2000, 2005, 2013 and 2022 to strengthen rape prevention education, crisis center support, training for law enforcement and frontline workers and to provide additional resources to victims; and
- Whereas:** The City of Portsmouth has employed a Victim Witness Advocate since 1999, with funding from the Violence Against Women Act, to work with the Portsmouth Police Department to support victims of sexual assault; and
- Whereas:** One of the greatest successes of the Violence Against Women Act is its emphasis on having a coordinated community response to domestic violence, sex dating violence, sexual assault, and stalking; courts, law enforcement, prosecutors, victim services, and the private bar currently work together in a coordinated effort that did not exist before at the state and local levels; and
- Whereas:** The City works with Haven, one of twelve crisis centers across the state to provide 24/7 support to victims of sexual assault, domestic violence, sexual harassment and stalking and reminds everyone that confidential, local help is available, 24 hours a day, at the HAVEN Violence Prevention and Support Hotline: 603-994-SAFE; and
- Whereas:** The City of Portsmouth and our Legal and Police Departments stand with all New Hampshire Prosecutors as sentries on the front lines, advocating on behalf of victims of sexual assault.

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 2026 in Portsmouth as

**Sexual Assault Awareness Month**

And call on our citizens to come together to reaffirm our commitment to ending sexual assault and supporting survivors.



Given with my hand and the  
Seal of the City of Portsmouth,  
on this 6th day of April, 2026.

Deaglan McEachern, Mayor of Portsmouth

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 11, Article II, Section 11.216 (B) – **Sewer Use Charges/Records/Hookup** of the Ordinances of the City of Portsmouth be amended as follows (deletions from existing language **stricken**; additions to existing language **bolded**; remaining language unchanged from existing):

Section 11.216: SEWER USER CHARGES/RECORDS/HOOK-UP

B. The owner of any house, building, or property used for human occupancy, employment, recreation or other purposes which is connected to a public sewer shall pay a sewer user **fees and charges**. ~~The sewer user charge shall be as~~ established by the City from time to time to defray the cost of management, maintenance, operation and repair, including replacement, of the municipal waste water system. ~~Sewer user charges shall be based upon water use whenever possible.~~ No allowance shall be made for watering lawns or watering gardens, except for customers who have installed at their cost an approved irrigation system and a second water meter, meeting the specifications determined by the Water Department to measure water use which is reasonably calculated not to be discharged into the sewer system. Where such second meters have been installed, a separate account will be established and no sewer charges will be applied to this usage. A monthly service fee shall be charged for each irrigation meter in addition to the consumption charge, said fee to be determined by the City Council during its annual budget process.

[The remainder of 11.216(B) is omitted, there being no amendments beyond this first paragraph.]

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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

ADOPTED BY COUNCIL:

\_\_\_\_\_  
June Philbrick, Acting City Clerk

THE CITY OF PORTSMOUTH ORDAINS

That Chapter 10, ZONING ORDINANCE, CITY OF PORTSMOUTH ZONING MAP of the Ordinances of the City of Portsmouth, be amended 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 as follows:

Deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing with appropriate bold and colors.

That the Zoning Map be amended so that the following described parcels are rezoned from Office Research (OR) to **Gateway Neighborhood Mixed Use Corridor (G1)**:

**City Tax Map 219, Lot 63**

That the Zoning Map be amended so that the following described parcels are rezoned from Industrial (I) to **Gateway Neighborhood Mixed Use Corridor (G1)**:

**City Tax Map 285, Lot 4**

**City Tax Map 285, Lot 9**

**City Tax Map 285, Lot 11-A2**

**City Tax Map 285, Lot 11-B**

**City Tax Map 285, Lot 16-3**

That the Zoning Map be amended so that the following described parcels are rezoned from Industrial (I) to **Gateway Neighborhood Mixed Use Center (G2)**:

**City Tax Map 253, Lot 6**

**City Tax Map 253, Lot 7**

**City Tax Map 253, Lot 8**

That the Zoning Map be amended so that the following described parcel is rezoned from Mixed Residential Business (MRB) to **Gateway Neighborhood Mixed Use Corridor (G1)**:

**City Tax Map 268, Lot 13**

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

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

This ordinance shall take effect upon its passage.

APPROVED:

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Deaglan McEachern, Mayor

ADOPTED BY COUNCIL:

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June Philbrook, Acting City Clerk



**Legend**

Master Plan Gateway Corridor

**Zoning Districts**

|        |     |       |     |
|--------|-----|-------|-----|
| TC     | CD5 | WB    | MRO |
| Civic  | CD4 | R     | MRB |
| CD4-L1 | AIR | SRA   | G1  |
| CD4-L2 | AI  | SRB   | G2  |
| CD4-W  | PI  | GRA   | OR  |
|        | ABC | GRB   | I   |
|        | GB  | GRC   | WI  |
|        | B   | GA/MH | M   |
|        |     |       | NRP |

N  
W E  
S

NRP

0285-0016-3000  
Current Zone I  
Proposed Zone G1  
8.5 Acres

M

0285-0009-0000  
Current Zone I  
Proposed Zone G1  
8.35 Acres
































0285-0011-000B  
Current Zone I  
Proposed Zone G1  
7.17 Acres

0285-0011-00A2  
Current Zone I  
Proposed Zone G1  
4.83 Acres

0285-0004-0000  
Current Zone I  
Proposed Zone G1  
2.68 Acres

HERITAGE AVE  
POST RD

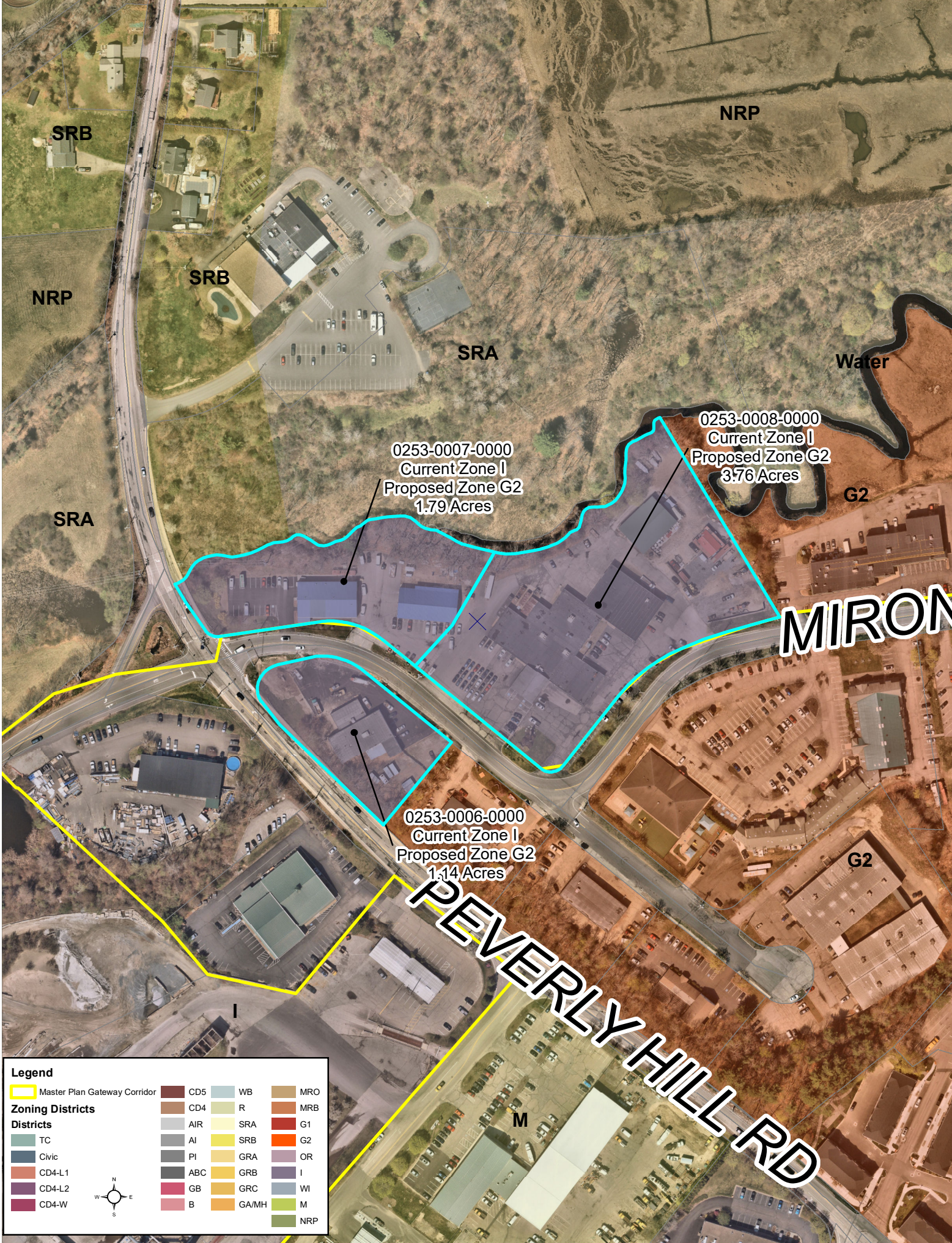
**Legend**

|   |   |   |   |
|---|---|---|---|
|  Master Plan Gateway Corridor |  CD5 |  WB    |  MRO |
| <b>Zoning Districts</b>   |  CD4 |  R     |  MRB |
| <b>Districts</b>  |  AIR |  SRA   |  G1  |
|  TC                           |  AI  |  SRB   |  G2  |
|  Civic                        |  PI  |  GRA   |  OR  |
|  CD4-L1                       |  ABC |  GRB   |  I   |
|  CD4-L2                       |  GB  |  GRC   |  WI  |
|  CD4-W                        |  B   |  GA/MH |  M   |
|   |   |  NRP   |   |



G1

GA/MH



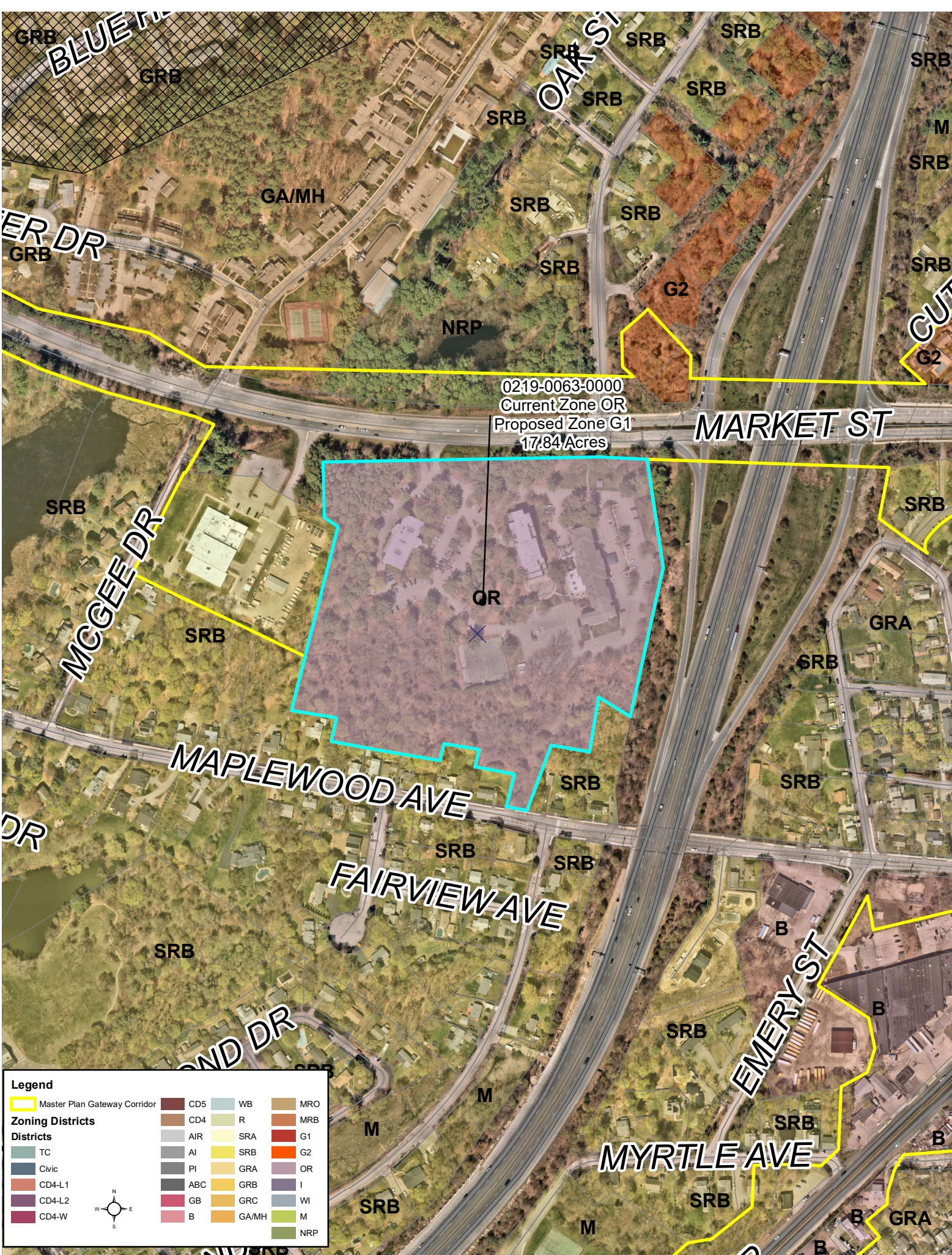
**Legend**

Master Plan Gateway Corridor

**Zoning Districts**

|        |     |       |     |
|--------|-----|-------|-----|
| TC     | CD5 | WB    | MRO |
| Civic  | CD4 | R     | MRB |
| CD4-L1 | AIR | SRA   | G1  |
| CD4-L2 | AI  | SRB   | G2  |
| CD4-W  | PI  | GRA   | OR  |
|        | ABC | GRB   | I   |
|        | GB  | GRC   | WI  |
|        | B   | GA/MH | M   |
|        |     |       | NRP |

N, S, E, W



**Legend**

|                              |     |       |     |
|------------------------------|-----|-------|-----|
| Master Plan Gateway Corridor | CD5 | WB    | MRO |
| <b>Zoning Districts</b>      | CD4 | R     | MRB |
| <b>Districts</b>             | AIR | SRA   | G2  |
| TC                           | AI  | SRB   | OR  |
| Civic                        | PI  | GRA   | I   |
| CD4-L1                       | ABC | GRB   | WI  |
| CD4-L2                       | GB  | GRC   | M   |
| CD4-W                        | B   | GA/MH | NRP |





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 2, 2026  
**To:** Honorable Mayor McEachern and City Council Members  
**From:** Karen S. Conard, City Manager  
**Re:** City Manager's Comments on City Council Agenda of April 6, 2026

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

**A. First Reading of Ordinance Amending Chapter 11, Article II, Section 11.216 (B) Relative to Sewer Use Changes:**

On March 16, 2026, the City Council voted to bring forward for first reading a minor amendment to the existing Sewer Use Ordinance to allow for the adoption of fixed fees. [See attached proposed Amendment](#). As identified during the recent City Council Work Session, the current Sewer Use Ordinance is out-of-date, and the minor amendment will allow for the implementation of the fixed fees recommended in the rate study if the City Council adopts those fees as part of the budget approval process in June.

A comprehensive rewrite of the Sewer Use Ordinance will likely be brought forward later this year. The City is awaiting input from the U.S. Environmental Protection Agency on a proposed redraft of the ordinance which would include the adoption of an Industrial Pretreatment Program.

*I recommend that the City Council move to pass first reading of the amendment to Chapter 11, Article II, Section 11.216 (B) relative to the establishment of sewer fees and schedule a public hearing and second reading for May 4, 2026.*

**B. Third and Final Reading of Ordinance Amending 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:**

At the September 24, 2025 meeting, the City Council voted to refer to the Planning Board a request to rezone certain parcels from Industrial and Commercial to Gateway. These map amendments are a continuation of the rezoning efforts the Land Use Committee, Housing Committee, Planning Board, and City Council have been engaged in which implement recommendations of the 2025 Master Plan to create more opportunities for housing.

The Planning Board considered the map changes at their November 20, 2025 meeting and recommended adoption by the City Council.

In 2023 the Land Use Committee (LUC) looked at potential parcels to rezone to Gateway in order to create more opportunities for housing development. The LUC reviewed the current Gateway District and identified parcels adjacent to existing Gateway parcels that could extend or connect the District. There was a broader discussion about eliminating some of the outdated districts such as Office Research (OR) and General Business (GB). The LUC identified close to 60 parcels for consideration and split the list into short-term and long-term, with the short-term list consisting of parcels the LUC came to a consensus on rezoning. Map amendments were adopted in April of 2024, and the changes before the Council this evening are the remainder of the list originally considered by the LUC and since forwarded by the Housing Committee in late 2025 for consideration.

The information below from the Master Plan was provided to the Planning Board in 2024 for the initial batch of map amendments and is still relevant:

Below are some excerpts from the results of the public outreach process for the current Master Plan that are relevant to the map amendment discussion. Page 24 states the following:

“The Study Circles described the need for diversity in the form of mixed-use neighborhood zoning, housing that meets the needs of all ages and incomes, and less reliance on tourism as an economic driver. Specific priorities included:

- Equity throughout the community, with as much focus on the neighborhoods as downtown;
- A diverse supply of housing for all economic levels and types from young to old; single or families; abled or disabled;
- A diverse built environment, not just replicating the past, but authentic to Portsmouth, new and old;
- Diverse modes of transportation that is affordable, intermodal and regional; and
- A balanced local economy that includes opportunities for small businesses and entrepreneurship as well as tourism.”

Page 26 states the following:

“Participants responded to three potential strategies to increase the availability of housing in Portsmouth and marked on maps where each strategy should be used:

- Redevelopment of gateway commercial areas;
- Densification with second units or parcel splits; and
- Greenfield development on unbuilt parcels.

Residents overwhelmingly supported redevelopment of existing commercial areas over greenfield development or increasing density in existing neighborhoods. Some residents spoke in favor of in-law or accessory dwelling units as a strategy for both providing

affordable housing and increasing income for residents with larger homes and fixed incomes.”

“During the corridor development meeting, participants consistently gave higher ratings to more activated streetscapes, with multistory buildings close to the streets, landscaping, and bicycle and pedestrian amenities.” (Page 27)

“Every group chose to include a mix of residential and commercial uses on their site, and most designs were at least two stories tall and placed buildings closer to the street than existing development.” (Page 28)

The Master Plan contains a section on Corridors on pages 121 – 133 which speaks to promoting more mixed-use development along the corridors. See link below to the Master Plan to review this section: <https://view.publitas.com/city-of-portsmouth/portsmouth-master-plan-adopted-2-16-2017/page/1>.

Among the goals in the Corridor section, Goal 1.2 below supports mixed-use development along the commercial corridors:

- Goal 1.2 – Encourage walkable mixed-use development along existing commercial corridors.
  - 1.2.1 – Encourage mixed-use development in existing commercial areas by adopting new and enhancing existing flexible zoning techniques such as Gateway Planned Development option.
  - 1.2.2 – Promote redevelopment along the Route 1 Bypass north of the traffic circle that is compatible with adjoining neighborhoods.

The series of maps included in the City Council’s packet show the remaining ten parcels on the list with their current zoning, acreage, and proposed zoning. The maps show the subject parcels in relation to the corridors outlined in the Master Plan. The corridor boundary in the Master Plan is broad and not parcel specific. Most of the parcels fall entirely within the corridor areas, and several are located adjacent to the corridor areas identified in the Plan.

*I recommend that the City Council move to pass third and final reading as presented.*

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

### **A. Approval of Seacoast Eat Local Farmers’ Market License Agreement:**

Attached for the Council’s consideration is the Seacoast Eat Local (SEL) License Agreement with the City for the 2026 Farmers’ Market. This will be the 30<sup>th</sup> season of the Farmers’ Market’s operation in the City, and during that time the Market has become a highly anticipated and well-attended community gathering place and resource for local food for City residents and visitors. This year’s Agreement is in substantially similar form to the License Agreement

from 2025. The only change this year is allowing a few more market and direction signs at agreed upon locations.

*I recommend that the City Council move to authorize the City Manager to execute the License Agreement as presented, allowing SEL to operate a Farmers' Market at the Municipal Complex on Saturday mornings from May 2, 2026, through October 31, 2026, and that the City Manager is further authorized to negotiate and execute any amendment to the Agreement that she deems consistent with its purpose.*

**B. Updated Resident Access Parking Program (RAPP) Pilot – 2026 & Downtown Workforce Parking Pilot on Parrott Avenue:**

[Attached please find a report back from City staff regarding the Resident Access Parking Program \(RAPP\) Pilot.](#)

*I recommend that the City Council move to schedule first reading for 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 at the April 20, 2026, City Council meeting.*

**C. Tentative Agreement with the School Custodial Employees and the School Cafeteria Employees Bargaining Units:**

[Attached please find a Tentative Agreement with the School Custodial Employees and the School Cafeteria Employees Bargaining Units.](#)

*I recommend that the City Council move to approve the Agreement as presented.*

**D. Request for Public Hearing to Participate in the Clean Water State Revolving Fund - 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.

*I recommend that the City Council move to schedule a public hearing and vote at the April 20, 2026 City Council meeting to participate in the NHDES Clean Water State Revolving Fund loan program for the Fleet Street Area Reconstruction Phase 2B project as presented.*

**E. Request for Public Hearing to Participate in the State Drinking Water Revolving Fund – 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 \$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.

*I recommend that the City Council move to schedule a public hearing and vote at the April 20, 2026 City Council meeting to participate in the NHDES Drinking Water State Revolving Fund loan program for Greenland Well Treatment and rescind bonding authority as described in the draft resolution as presented.*

**F. 134 Pleasant Street Revocable License Request:**

The property at 134 Pleasant Street, owned by Double MC LLC (the “Applicant”), is currently used as an office building, including an existing bank and other office uses. The Applicant proposes a mixed-use redevelopment that would retain bank and office space, add residential uses, and incorporate underground parking. As part of the redevelopment, the Applicant proposes site circulation that would continue to include vehicular egress through the adjacent City-owned Parrott Avenue Parking Lot.

The Applicant previously claimed, through a note on the plans submitted to the City, that the property benefitted from a 40’ wide right of way crossing the Parrott Avenue Parking Lot. However, on further examination it is the opinion of the Legal Department that the 40’ right of way referred to in the Applicant’s deed refers to the historic location of Rogers Street, which was apparently discontinued in this location in the early 1800s.

Although vehicular egress from the property has entered the Parrott Avenue Parking Lot for decades, the property owner has no vested right to continue that arrangement. Accordingly, City Council permission is needed for either option that would continue egress onto the City-owned parcel. The applicant has also indicated that vehicular egress could be relocated to Pleasant Street if the Council rejects both options.

The applicant has provided two attachments for City Council’s review: (1) the site plan preferred by the applicant; and (2) an alternative site plan that keeps vehicular egress in its existing location. City staff have provided a third attachment, a satellite image showing current parcel conditions for context. Attachments 1 and 2 depict different approaches to how vehicular egress from 134 Pleasant Street would interact with the Parrott Avenue Parking Lot.

**Option 1 (Applicant’s Preferred Plan – Attachment 1).** This option would relocate the site’s vehicular egress point and reconfigure circulation within the Parrott Avenue Parking Lot to accommodate that change. It would also relocate parking currently located next to the courthouse so that parking is accommodated within the Parrott Avenue Parking Lot.

**Option 2 (Alternative Plan – Attachment 2).** This option would keep the vehicular egress in the same location it has been for many years and would not relocate the egress point. While this option minimizes physical changes within the Parrott Avenue Parking Lot, it would still rely on continued use of City property for egress.

At its March 26, 2026 meeting, following a public hearing, the Planning Board voted to continue the application to the April 16<sup>th</sup> meeting and to recommend that City Council determine whether, and under what terms, the City will allow continued vehicular egress across the Parrott Avenue Parking Lot. The Planning Board indicated that if the City Council chooses to grant a License for vehicular egress over the Parrott Avenue Parking Lot, that such a license be revocable, and that the Planning Board prefers Option 1 (Attachment 1).

The Planning Board respectfully requests that the City Council, pursuant to Chapter 11 of the City Code, provide direction regarding whether the Parrott Avenue municipal parking lot may be used for vehicular egress from 134 Pleasant Street, and if so, which option ([Attachment 1](#) or [Attachment 2](#)) the Council is willing to authorize. If the Council is amenable to continued egress, the Council could instruct City staff to enter into a revocable license agreement with the property owner. If the Council wishes to retain maximum flexibility for future use and configuration of the municipal lot, it could deny the request. Council direction will allow the Planning Board to complete its Site Plan Review at the April meeting.

***Sample Motions (for discussion):***

1. *Move to authorize continued vehicular egress from 134 Pleasant Street across the Parrott Avenue municipal parking lot consistent with Option 1 (Attachment 1) and direct the City Manager and City Attorney to negotiate and execute a revocable license agreement with Double MC LLC.*
2. *Move to authorize continued vehicular egress from 134 Pleasant Street across the Parrott Avenue municipal parking lot consistent with Option 2 (Attachment 2) and direct the City Manager to negotiate and execute a revocable license agreement with Double MC LLC.*
3. *Move to deny authorization for vehicular egress from 134 Pleasant Street across the Parrott Avenue municipal parking lot.*

## 16. Approval of Grants/Donations:

### A. Acceptance of Donation from Liberty Mutual for Liberty Mutual Day Volunteers:

Attached please find a donation form for the acceptance of Liberty Mutual Day of Service volunteers on May 8 and May 15, 2026, to support restoration work in the North Cemetery. This Day of Service has been arranged by Cemetery Committee Chair Dee Dee Forte and is supported by the Department of Public Works staff. Liberty Mutual volunteers participated last year in similar activities.

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

### B. Acceptance of Portsmouth Certified Local Government Grant - \$27,000:

The City of Portsmouth has been awarded a Certified Local Government grant award to support the work of the City's Historic District Commission. The grant, in the amount of \$27,000, will be used for two projects:

- To hire a qualified architectural historian to inventory and prepare a historic survey of the properties along Islington Street that are not captured by the 1984 Portsmouth Advocates Survey of historic properties.
- For the Commission to receive Assistance and Mentoring Program (CAMP) training(s). The training courses are offered in a wide range of topics including, but not limited to, reviewing and evaluating new construction within existing historic districts. It is anticipated that these projects will start at or around June 2026 and will need to be completed no later than June 30, 2027.

On February 6, 2023, the City formally applied to become a Certified Local Government. On July 25, 2024, the City received Certified Local Government status. On Friday, December 05, 2025, the City formally submitted a request for the Certified Local Government grant process. On February 10, 2026, the City was notified of the grant award – [documentation is attached](#).

*I recommend that the City Council move to accept the grant funding in the amount of \$27,000 from State of New Hampshire Department of Natural & Cultural Resources Division of Historical Resources.*

## 17. City Manager's Informational Items:

### A. FlashVote Heat Resilience Survey:

The Planning & Sustainability Department has been studying vulnerabilities to extreme heat across the City and recently conducted a FlashVote survey to better understand how residents cope with high temperatures, the impacts they face, and what cooling resources or policies are lacking.

The survey received 391 responses, which is an average response rate. Most residents are at least somewhat bothered by summer heat and primarily rely on air conditioning, shaded areas,

water-based recreation, or fans/windows to stay cool. While over half reported no heat-related health issues, many highlighted the need for more shade, trees, cooling centers, and accessible public water or pool facilities.

A more comprehensive intercept survey, in-person conversations, and interviews are being conducted now in order to supplement the FlashVote cohort.

**B. Master Plan Open House Reminder:**

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

## LICENSE AGREEMENT

The City of Portsmouth, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (hereinafter "City") and Seacoast Eat Local, Inc., a non-profit of individual vendors (hereinafter sometimes "Vendors" or "SEL") with a principal place of business and a mailing address at 4 Captain Smith Emerson Road, Lee, New Hampshire 03861, and hereby agree as follows:

1) Seacoast Eat Local ("SEL") is licensed by the Portsmouth City Council to operate a Farmers' Market on Saturday mornings between **May 2, 2026, through October 31, 2026**, pursuant to the conditions enumerated below.

2) Each individual Vendor of SEL, as well as SEL itself, jointly and severally agree to the following conditions relative to permission to use the designated locations by SEL as granted by the City.

### **A. LOCATION:**

This Agreement addresses the **Upper Municipal Lot** at the Municipal Complex (the Lot), 1 Junkins Avenue, Portsmouth, New Hampshire, as shown in the attached **Exhibit A**.

### **B. SITE CONDITIONS:**

1. The City Hall Municipal Lot will be reserved for use by SEL as shown in the attached **Exhibit A**. (The Market Area)
2. On each Friday before the Farmers' Market, the City will place signage in the City Hall Municipal Lot prohibiting parking and reserving handicapped parking in the Lot on the following Saturday from 6:00 a.m. to 12:00 p.m.
3. SEL is authorized to cover the existing handicapped parking signs in the Market Area and to utilize the spaces otherwise designated as handicapped spaces during the hours in which the Farmers' Market is authorized.
4. SEL shall immediately remove the coverings from the handicap parking space signs at the end of the authorized period.
5. There shall be no use by SEL of Lot B (City's lower parking lot).
6. Parking on grassy areas is prohibited.
7. Market Area to be left in broom-clean condition one hour after closing.
8. The City shall place trash receptacles for use during the Farmers' Market in the type and number which it deems appropriate. The City shall remove and dispose of the trash from the receptacles at the close of each market.

9. All trash generated by the Farmers' Market shall be collected by SEL and placed in City trash receptacles upon closing of the Farmers' Market and the Market Area shall be maintained in a clean, neat condition at all times.
10. SEL shall provide for the collection and disposal of all compost generated by the Farmers' Market.
11. SEL shall implement any temporary marking of Vendor spaces which may be directed by the City.
12. SEL shall provide police coverage from 8:00 a.m. to 12:00 p.m. as may be directed by the Police Chief, at its own expense, to control traffic and monitor parking during the hours when the Farmers' Market is in operation.
13. SEL agrees to operate the Farmers' Market on a "CARRY IN – CARRY OUT" basis.
14. SEL agrees to operate the Farmers' Market under the Distribution of Single Use Disposables Ordinance, as shown on attached **Exhibit B**.
15. SEL shall reserve a stall at each market in a location agreeable to the City for City use as directed by the City Manager, including but not limited to municipal and Portsmouth Library utilization. The City will make its best efforts to inform any persons so directed of market policies, and to provide SEL in advance with the names and contact information of same.
16. SEL is permitted to hire musicians to perform during the Farmers' Market hours of operation. Unamplified music is preferred but amplification will be permitted provided sound levels are maintained at a limit of 90 dBA or lower.

**C. HOURS AND TIME OF MARKET:**

1. Hours of operation will be from 8:00 a.m. until 12:00 p.m.
2. Set up and breakdown time will be two hours before and one hour after operation hours.

**D. SALE OF ITEMS:**

1. Products which may be sold at the Farmers' Market shall follow the guidelines and definitions outlined within the SEL Summer Farmers' Market Policies (a copy of which is attached hereto as **Exhibit C**).
2. Prior to the commencement of the market season, SEL shall provide the City with a list of approved market Vendors which will be attached and incorporated as **Exhibit D**.

3. After the commencement of the season, new food vendors may only be added to the Farmers' Market on two dates to be predetermined by the Health Officer.

#### **E. HEALTH REQUIREMENTS:**

The Health Officer will have the authority to issue warnings and provide reasonable notice to cure. The Health Officer will also have the authority to shut down the entire market if any single Vendor fails to comply with any Health Officer's directive to cure any situation creating a public health concern. The Health Officer shall make reasonable efforts to notify the Executive Director of Seacoast Eat Local or their assignee(s) at the time a warning or shutdown is issued. Specific health requirements include, but are not limited to the following:

1. Representatives of the Portsmouth Health Department will be on-site to check Vendors in on three (3) separate days, the first will be on opening day, May 2, 2026, and the other two (2) days will be scheduled and noticed as needed.
  - a. Vendors must be checked in by the Portsmouth Health Department prior to transacting any business at the Farmers' Market. Vendors are only required to be checked in once.
2. Vendors shall be excepted from the general City requirement of obtaining a Hawkers & Peddlers License (\$250.00). The following license fee schedule payable to the City shall apply to Farmers' Market Vendors:
  - (a) Fruit and vegetable vendors at the Farmers' Market pay no fee.
  - (b) Non-produce/Non-food vendors at the Farmers' Market pay no fee.
  - (c) Prepared food vendors (anything other than non-prepared fruits and vegetables) and sellers of potentially hazardous agricultural products pay a seasonal fee of \$140.00 per season.
3. Non-recycled farm fresh eggs may be sold provided that they are stored at proper temperature (at or below forty-one (41) degrees Fahrenheit) during transport to and while displayed at the Farmers' Market.
4. Baked goods sold at the Farmers' Market must be individually or collectively wrapped while displayed and sold and baked in a licensed facility.
5. Any Vendor who sells Foods [Time/Temperature Controlled for Safety (TCS)] (which includes any perishable food or food product which consists in whole or in part of milk or any other ingredient capable of supporting rapid and progressive growth of infectious and toxigenic microorganisms including, but not limited to, cream fillings and pies, cakes and pastries, custard products, meringue-topped baked goods or butter-cream type fillings in bakery products, meats and poultry) shall take appropriate measures to ensure that such products are transported, stored, and

displayed in refrigerated or ice-cooled containers to maintain temperature of such products at 41 degrees Fahrenheit or below at all times to prevent spoilage or contamination. Any Vendor who sells cooked/hot TCS foods shall ensure that such products are cooked to required product temperatures as described in the Food Code or reheated to 165 degrees Fahrenheit for 15 seconds, and transported, stored and displayed in hot holding units at 135 degrees Fahrenheit or above at all times to prevent spoilage or contamination.

6. All animals are prohibited within the Farmers' Market with the exception of hearing ear dogs, guide dogs and service dogs as they are defined in RSA 167-D:1.
7. SEL may install up to two signs indicating that dogs are prohibited at the Farmers' Market. SEL will install and remove signs during the set up and breakdown period of each Farmers' Market event. SEL may also erect three (3) A-frame signs at locations mutually agreed upon by SEL and the City, as well as three (3) 18 x 12 inch 'market parking' or 'market ahead' directional signs pointing towards the market, between 5:45 AM and 2:00 PM on Saturdays from May 2<sup>nd</sup> through October 31<sup>st</sup>. SEL may store signs on site with the large barricades that are placed up against the Connors Cottage senior housing building.
8. The above items do not eliminate or supersede other areas of compliance set by ordinance or regulations or within the grant of authority by the Portsmouth City Council.
9. In addition to the foregoing, each Vendor of Seacoast Eat Local shall comply with all applicable Federal, State and Municipal laws, regulations and ordinances.
10. No vendor shall provide fruit or vegetables to be sampled onsite unless a three-bay sink is provided, to properly wash-rinse-sanitize all equipment and utensils used for sampling (knife, cutting board, colander, etc.). The colander is then used for washing fruits and vegetables to be sampled. A potable water source must be provided to wash fruits or vegetables prior to service.
11. On-site food preparation and equipment are limited to simple grilling, reheating/hot holding, dispensing and assembling of foods and beverages.
12. No combustion-powered electrical generators are to be used at the market.

**F. OTHER CONDITIONS:**

1. SEL shall maintain and provide the City with a current list of board members including appropriate contact information.
2. SEL agrees to indemnify and hold the City, its officials, employees, volunteers and agents of Portsmouth harmless for any and all claims of liability (including bodily injury or property damage) of any type or kind arising out of SEL's operation or use of this License Agreement and the license area. This provision shall survive termination of this Agreement.
3. Additionally, Seacoast Eat Local shall maintain general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) naming the City of Portsmouth as an additional insured in a form approved by the City. A certificate demonstrating this insurance shall be kept on file with the City Clerk of the City at all times relevant to the operation of SEL under this Agreement.
4. The City hereby approves the sale and tastings as allowed by the New Hampshire State Liquor commission of alcohol products at the Farmers' Market by SEL vendors. A list of SEL members permitted to sell, possess or provide sampling of alcohol is provided in **Exhibit E** which may be amended by the parties during the term of this Agreement.

Further alcohol sales or possession is allowed as may be approved in writing by the City Manager.

There shall be no open containers or consumption of alcoholic beverages on municipal premises unless sampling has been approved by the State Liquor Commission for the specific vendor and is done in accordance with Commission rules and regulations. All alcoholic beverage sales must be conducted in strict accordance with state law and any rules adopted pursuant thereto by the State of New Hampshire Liquor Commission. This provision of the Agreement with SEL may be revoked immediately and without cause if that action is determined to be appropriate by the City.

5. For the purpose of operating the Farmers' Market on the property of the City of Portsmouth, it is understood that a Homestead License issued by the State of New Hampshire, a Home Food Processors License issued by the State of Maine, or a Residential/Wholesale Kitchen license issued by the State of Massachusetts are not recognized or confer any benefit to the Vendor.

6. SEL will display a banner (see **Exhibit F** attached hereto) at a location either to the left or the right of the 1 Junkins Avenue egress driveway as shown on the attached image of the proposed areas (**Exhibit G**) during times in which the Farmers' Market is in operation.
  - (a) SEL's banner to be used is 96" x 24" as shown on **Exhibit F**.
  - (b) SEL shall place the banner in one of the two locations to the right or left of the egress of 1 Junkins Avenue as shown on **Exhibit G**.
  - (c) SEL shall only place the banner from the hours of 7:00 AM to 1:00 PM on the day of the Farmers' Market during the 2026 season running from May 2, 2026, through October 31, 2026.
  
7. SEL will operate in accordance with its weather cancellation policy (see **Exhibit H** attached hereto).
  
8. This agreement may be terminated at the sole discretion of the City of Portsmouth in the event that:
  - (a) SEL or any Vendor fails to abide by the terms of this agreement.
  - (b) It is determined that the City of Portsmouth has a paramount need for the area which would otherwise be utilized by SEL.
  
9. The City reserves the right to modify any provision in this agreement in the event that such modification is made necessary by any change in local, state or federal law.

**CITY OF PORTSMOUTH**

Dated: \_\_\_\_\_

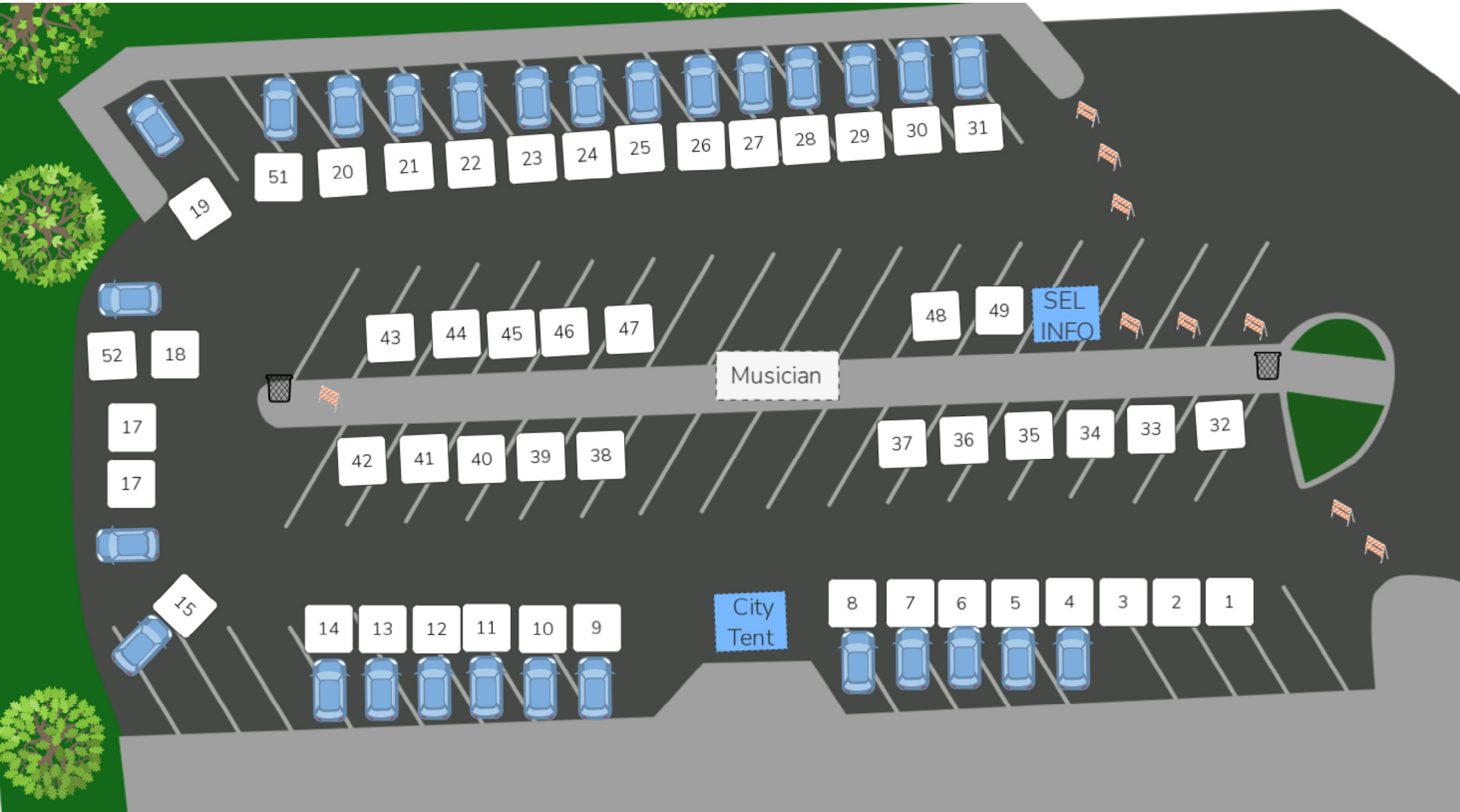
By: \_\_\_\_\_  
 Karen S. Conard, City Manager

Approved by the City Council on  
 \_\_\_\_\_

**SEACOAST EAT LOCAL, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Shawn Menard, Executive Director



**ARTICLE IX: DISTRIBUTION OF SINGLE-USE DISPOSABLES ON CITY PROPERTY (Adopted 10/07/2019; Effective 12/31/2020)**

**3.901: PURPOSE**

The City of Portsmouth recognizes that limiting the distribution of single-use disposables through source reduction is necessary to protect human health, to preserve the natural environment, and to conserve precious and dwindling natural resources through the proper and integrated management of solid waste.

**3.902: DEFINITIONS**

For the purpose of this Section, the following definitions apply:

*Composting Facility:* any solid waste compost facility certified to properly perform that function by the Director of Public Works of the City of Portsmouth.

*Cost Pass-Through:* the cost which must be collected by retailers from their Customers when providing a Single-Use Carryout Bag or a Single-Use Cup.

*Customer:* any Person obtaining goods from a Store.

*Food Service Establishment:* any restaurant, take-out food establishment, or any other business that is required to obtain a valid food service license from the Public Health Department of the City of Portsmouth. Food Service Establishments do not include Nonprofit Food Establishments.

*Medical Facility:* a business or nonprofit that has a primary purpose of providing medical services.

*Nonprofit Charitable Reuser:* a charitable organization or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent (50%) of its revenues from the handling and sale of those donated goods or materials. To be considered a Nonprofit Charitable Reuser, the entity must meet the terms of section 501(c)(3) of the U.S. Internal Revenue Code (26 U.S.C. 501(c)(3)).

*Nonprofit Food Establishment:* a charitable entity that prepares or serves food directly to the Customer or otherwise provides food or meals for consumption by humans. The term includes central food banks, soup kitchens, and nonprofit food delivery services. To be considered a Nonprofit Food Establishment, the entity must meet the terms of section 501(c)(3) of the U.S. Internal Revenue Code (26 U.S.C. 501(c)(3)).

*Operator:* the person in control of, or having the responsibility for, the operation of a Store, which may include, but not be limited to, the owner of the Store.

*Person:* any natural person, firm, corporation, partnership, or other organization or group however organized.

*Pharmacy:* any Store where prescriptions, medications, controlled or over the counter drugs, personal care products or health supplement goods, or vitamins are sold.

*Prepared Food:* foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared Food does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed, or mixed.

*Produce Bag:* any bag without handles used exclusively to carry produce, meats, or other food items to the point of sale inside a store or to prevent such food items from coming into direct contact with other purchased items. A Produce Bag is not a form of Single-Use Plastic Bag.

*Retail Establishment:* any commercial establishment that sells perishable and nonperishable goods including but not limited to, clothing, food, and personal items directly to the Customer and is located within or doing business within the City. Retail Establishments do not include Food Service Establishments, Nonprofit Charitable Reusers, or Pharmacies.

*Reusable Plastic Bag:* a sewn woven or non-woven nylon, polypropylene, polyethyleneterephthalata, or Tyvek bag capable of being used one hundred (100) times, is machine washable, and has stitched or woven handles that are not fused. A Reusable Plastic Bag is a form of Reusable Bag.

*Reusable Bag:* a bag capable of being used one hundred (100) times, is machine washable, and has stitched or woven handles that are not fused. Usable Bags include Reusable Plastic Bags.

*Single-Use Carryout Bag:* a bag made of plastic, paper, or other material that is provided by a Store to a Customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the Store. Single-Use Carryout Bags include Single-Use Plastic Bags and Single-Use Recycled Paper Bags. Single-Use Carryout Bags do not include Produce bags, Reusable Bags, or bags without handles provided to the Customer to hold prescription medication dispensed from a Pharmacy.

*Single-Use Compostable Plastic Container:* a container that is composed of one hundred percent (100%) Polylactic Acid and distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store. A Single-Use Compostable Plastic Container is a form of a Single-Use Plastic Container.

*Single-Use Compostable Plastic Cup:* a cup composed of one hundred percent (100%) Polylactic Acid and is distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store. A Single-Use Compostable Plastic Cup is a form of a Single-Use Plastic Cup.

*Single-Use Compostable Plastic Straw:* a disposable tube that is composed of one hundred percent (100%) Polylactic Acid and is distributed to transfer a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion. A Single-Use Compostable Plastic Straw is a form of a Single-Use Plastic Straw.

*Single-Use Container:* a container that is distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store.

*Single-Use Cup:* a cup that is distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store.

*Single-Use Plastic Bag:* a bag that is made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, and is provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the Store. A Single-Use Plastic Bag is a form of a Single-Use Carryout Bag.

*Single-Use Plastic Container:* a container that is made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, and is distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store. A Single-Use Plastic Container is a form of a Single-Use Container.

*Single-Use Plastic Cup:* a cup that is made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, and is distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store. A Single-Use Plastic Cup is a form of a Single-Use Cup.

*Single-Use Polystyrene Container:* a container composed of synthetic aromatic hydrocarbon polymers that is made from the monomer styrene and distributed for the purpose of transporting Prepared Food on a single occasion inside or outside of a Store. A Single-Use Polystyrene Container is a form of a Single-Use Container.

*Single-Use Polystyrene Cup:* a cup composed of synthetic aromatic hydrocarbon polymers that is made from the monomer styrene and distributed for the purpose of transporting a beverage on a single occasion inside or outside of a Store. A Single-Use Polystyrene Cup is a form of a Single-Use Cup.

*Single-Use Plastic Straw:* a disposable tube made predominantly of plastic derived from either petroleum or a biologically based polymer, such as corn or other plant sources, that is distributed to transfer a beverage from a cup or container to the mouth of a person drinking the beverage. A Single-Use Plastic Straw is a form of a Single-Use Straw.

*Single-Use Recycled Paper Bag:* a paper bag provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent (40%) post-consumer recycled content; is one hundred percent (100%) recyclable; and has printed in a highly visible manner on the outside of the bag the word "Recyclable," the name and location of the manufacturer, and the percentage of post-consumer recycled content. The Single-Use Recycled Paper Bag is capable of composting, consistent with the timeline and specifications of the American Society of Testing and Material (ASTM) Standard Specification for Compostable Plastics D6400, as published in September 2004. A Single-Use Recycled Paper Bag is a form of a Single-Use Carryout Bag.

*Single-Use Straw:* a disposable tube that is distributed to transfer a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion. Single-Use Straws include a straw made from both plastic materials and non-plastic materials such as paper, pasta, sugar cane, wood, or bamboo.

*Store:* any Food Service Establishment, Pharmacy, or Retail Establishment located within the City. Stores do not include Medical Facilities.

### **3.903 CARRYOUT BAGS**

#### **A. Prohibited Carryout Bags:**

1. No Store on City property shall provide a Single-Use Carryout Bag to a Customer, at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the Store except as provided in this Section.
2. No Person shall distribute a Single-Use Carryout Bag at any City facility, City-managed concession, City-sponsored event, or City--permitted event unless a Store on City property is also otherwise allowed to in this Section.

#### **B. Permitted Carryout Bags:**

1. Stores on City property are allowed to distribute Single-Use Carryout Bags or Reusable Bags to Customers subject to the terms of this Section.
2. All Stores may distribute their remaining 2020 Single-Use Plastic Bag inventory.
3. Nothing in this Section prohibits Customers from using bags of any type that they bring to the Store themselves or from carrying away goods that are not placed in a bag, in lieu of using bags provided by the Store.

C. Exemptions:

1. Stores on City property are allowed to distribute only Single-Use Recycled Paper Bags or Reusable Bags to Customers for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this Section.
2. Food Service Establishments on City property are allowed to distribute Single-Use Plastic Bags to Customers only for the purpose of safeguarding health and safety during the transportation of Prepared Foods, including take-out foods and liquids intended for consumption away from the food provider's premises, subject to the terms of this Section.
3. A Customer shall be charged a minimum of a ten cents (\$.10) Cost Pass-Through for each Single-Use Carryout Bag provided by the Store on City property. The sale of each bag shall be separately itemized on the sale receipt. The Cost Pass-Through will remain with the Operator of the Store.
4. A Store on City property may provide a Customer participating in *Special Supplement Nutrition Program for Women, Infants, and Children (WIC)* or *Supplemental Nutrition Assistance Program (SNAP)* with one (1) or more Single-Use Carryout Bag or Reusable Bags at no cost.
5. A Store on City property may provide a Customer with (1) Single-Use Recycled Paper Bag 6 inches across or less without handles at no cost.

**3.904 DISPOSABLE CUPS**

A. Prohibited Disposable Cups:

1. No Store on City property shall provide a Single-Use Plastic Cup to a Customer, at the check stand, cash register, point of sale, or any other location for the purpose of transporting a beverage that will be drank inside or outside of the Store except as provided in this Section.
2. No Store shall provide a Single-Use Polystyrene Cup to a Customer at the check stand, cash register, point of sale, or any other location for the purpose of transporting a beverage that will be drank inside or outside of the Store.
3. No Person shall distribute a Single-Use Plastic Cup or Single-Use Polystyrene Cup at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless a Store on City property is also otherwise allowed to in this Section.

B. Permitted Disposable Cups:

1. Stores on City property are allowed to distribute Single-Use Cups to Customers for the purpose of transporting a beverage that will be drank inside or outside of the Store, subject to the terms of this Section.

2. A Customer shall be charged a minimum of a ten cents (\$.10) Cost Pass-Through for each Single-Use Cup provided by the Store on City property. The sale of each Single-Use Cup shall be separately itemized on the sale receipt. The Cost Pass-Through will remain with the Operator of the Store.

3. All Stores may distribute their remaining 2020 Single-Use Cup inventory.

4. Nothing in this Section prohibits Customers from using cups of any type that they would otherwise be allowed to bring to the Store themselves under the Ordinances of the City of Portsmouth in lieu of using cups provided by the Store.

C. Exemptions:

1. The only Single-Use Plastic Cups that Stores on City property are allowed to distribute are Single-Use Plastic Compostable Cups if the Store on City property provides customers the option to dispose of the Single-Use Compostable Plastic Cups in a specifically designated composting receptacle that is both on the premise and its contents will be transported to a Composting Facility to be composted.

2. A Store may provide a Customer participating in the Special Supplement Nutrition Program for Women, Infants, and Children (WIC) or the Supplemental Nutrition Assistance Program (SNAP) with one (1) or more Single-Use Cup at no cost.

**3.905 DISPOSABLE CONTAINERS**

A. Prohibited Disposable Containers:

1. No Store on City property shall provide a Single-Use Plastic Container to a Customer, at the check stand, cash register, point of sale, or any other location for the purpose of transporting Prepared Food that will be consumed inside or outside of the Store except as provided in this Section.

2. No Store shall provide a Single-Use Polystyrene Container at the check stand, cash register, point of sale, or any other location for the purpose of transporting Prepared Food that will be eaten inside or outside of the Store.

3. No Person shall distribute a Single-Use Plastic Container or a Single-Use Polystyrene Container at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless a Store on City property is also otherwise allowed to in this Section.

B. Permitted Disposable Containers:

1. Stores on City property are allowed to distribute Single-Use Containers to Customers for the purpose of transporting Prepared Food that will be eaten inside or outside of the Store, subject to the terms of this Section.

2. All Stores may distribute their remaining 2020 Single-Use Container inventory.

3. Nothing in this Section prohibits Customers from using containers of any type that they would otherwise be allowed to bring under the Ordinances of the City of Portsmouth to the Store themselves in lieu of using containers provided by the Store.

C. Exemptions:

1. The only Single-Use Plastic Containers that Stores on City property are allowed to distribute are Single-Use Plastic Compostable Containers if the Store provides customers the option to dispose of the Single-Use Compostable Plastic Containers in a specifically designated composting receptacle that is both on the premise and its contents will be transported to a Composting Facility to be composted.

**3.906 DISPOSABLE STRAWS**

A. Prohibited Disposable Straws:

1. No Store on City property shall provide a Single-Use Plastic Straw to a customer for the purpose of transferring a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion inside or outside of the Store, except as provided in this Section.

2. No Person shall distribute a Single-Use Plastic Straw at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless a Store on City property is also otherwise allowed to in this Section.

B. Permitted Disposable Straws:

1. Stores on City property are allowed to distribute Single-Use Straws to Customers for the purpose of transferring a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion inside or outside of the Store, subject to the terms of this Section.

2. All Stores may distribute their remaining 2020 Single-Use Straw inventory.

3. Nothing in this Section prohibits Customers from using straws of any type that they bring to the Store themselves in lieu of using containers provided by the Store.

C. Exemptions:

1. Stores on City property are only allowed to distribute Single-Use Straws at the explicit request of the customer for the purpose of transferring a beverage from a cup or container to the mouth of a person drinking the beverage on a single occasion inside or outside of the Store.

2. The only Single-Use Plastic Straws that Stores on City property are allowed to distribute are Single-Use Plastic Compostable Straws if the Store provides customers the option to dispose of the Single-Use Compostable Plastic Straws in a specifically designated composting receptacle that is both on the premise and its contents will be transported to a Composting Facility to be composted.

### **3.907 PENALTIES AND REMEDIES**

In addition to any other penalty or remedy permissible by law for violation of this Section, the following shall apply:

1. If the City determines that a violation of this Section has occurred, a written warning that includes the potential penalties for future violations will be issued to the Operator.
2. Upon a second or subsequent infraction of this Section, the City is authorized to issue citations to persons, firms, or corporations violating this Section in accordance with the ordinances of the City of Portsmouth. The amount of the fee that will accompany the citation will be determined by the Fee Schedule Study Committee of the City of Portsmouth.
3. The City Attorney is authorized to file any appropriate legal proceedings, including but not limited to requests for injunctive relief, necessary to prevent violation of this Section.

### **SEVERABILITY**

Any portion of this ordinance that is found to be void shall be unenforceable without invalidating the remainder of the ordinance.

# 2026 SUMMER FARMERS' MARKET

## PART 1: ELIGIBILITY CRITERIA



Farmers, fisherman, food producers, and craftspeople who have been invited to apply are all welcome to submit applications for the Seacoast Eat Local (SEL) Summer Farmers' Markets. Priority is given to applicants operating out of Rockingham, Strafford, and York counties of New Hampshire and Maine. Review our [Business Definitions & Program Criteria](#) for more information on definitions of vendor types and eligibility.

**1. Product Requirements:** Vendors must sell food items that they grow, raise, harvest, catch, or make. Prepared or value-added foods should use locally grown ingredients whenever possible and must meet the eligibility requirements outlined in #4.

**2. Special Product Approval:** Occasionally, SEL may approve products (both food and non-food) that don't fit the criteria in #1, provided they don't conflict with other vendors and add value to the market. Vendors may not sell shirts or other branded items made from off-site materials on a regular basis, and will be notified of markets where merchandise can be sold. With approval, a vendor may sell items in primary and secondary categories as long as they are reported within the application and approved. Farmers may also request to sell non-food agricultural products from their farm, such as wool.

- a) Secondary products: Secondary products must remain a minor component of a vendor's overall offering and generally may not exceed 20% of the vendor's total product selection, as determined by SEL. This determination may be based on the number of unique products, display space, or overall presentation, at SEL's discretion, and may vary on a case-by-case basis.
- b) Example: A fruit and vegetable grower who self-identifies as a farmer on the application is approved to sell honey as a secondary product, provided it remains a limited portion of their overall product mix, not exceeding 20% of their overall selection.

**3. Product Approval Process:** All products to be sold or sampled must be listed in your application through your marketspread account and pre-approved by SEL. To add products, contact SEL and upload products to marketspread at least 72 hours before the market. Non-approved products cannot be sold nor sampled at the markets, and repeated violations may result in removal from the market.

**4. Prepared Food Vendor Eligibility:** To be eligible, 75% or more of the products regularly available must feature local agricultural ingredients that are grown, raised, produced, or harvested in New England. Ingredients that are not available locally must be produced

sustainably. Preference is given to vendors who source a higher percentage of local ingredients and who prioritize sourcing from farms and producers geographically closer to the Seacoast region. Beverages are also considered prepared foods. SEL reserves the right to request receipts to verify the use of local ingredients. Prepared food vendors must use compostable packaging when possible, provide their own trash cans for customers, and dispose of all trash collected.

**5. Leased Property:** Farmers may cultivate and harvest on leased property provided they are solely responsible for the food produced on said property. SEL may request a copy of a lease agreement at any time, or request written confirmation from the lessor in the case of verbal agreements.

**6. Meat Requirements:** 75% percent of the life of the animal, or a minimum of 4 months, must be spent on the farm. This covers the poultry who are shipped as day old chicks, since they'll be above 75% by slaughter day. For pigs, lambs, and goats sold when they're weaned, this is a reasonable amount of time to raise them on the farm to slaughter weight, and would ensure that they're on the farm for a full farming season. For cows bought as yearlings, again it requires that they spend those 4 months on a local farm, which would be far less than 75% of their lifespan, but still a substantial amount of time, and ensure they're fully incorporated into the practices of the farm they're sold by.

In addition, all meat sold must comply with state and federal regulations, including but not limited to the following:

- Beef, pork, lamb, and goat products must be processed and packaged at USDA-inspected facilities, individually labeled with a USDA inspection mark and establishment number, and maintained at or below 41 °F (or frozen) at all times.
- Poultry: Poultry must be processed at a USDA-inspected facility unless the producer qualifies for a USDA exemption. Small producers (up to 1,000 birds per year) may sell directly to consumers at the farm or farmers' market without USDA inspection, but must still follow sanitary and labeling requirements. Producers handling more birds must comply with USDA exemption rules or use a USDA-inspected processor.
- Vendors must be prepared to demonstrate compliance through documentation such as inspection certificates and temperature logs.

**7. Seafood Requirements:** All seafood must be harvested from the Gulf of Maine, off the New Hampshire coast, or Great Bay by a local fisherman. The fisherman or their representative must be present at each market.

**8. Plants:** All plants and flowers must be grown by the vendor. Vendors may start plants from seed or purchased seedlings, but seedlings may not be bought and resold unless the vendor has been significantly involved in their growing process.

**9. Honey and Maple Syrup:** Honey must come from hives maintained by the beekeeper or farm selling it. Maple syrup must be made from sap boiled by the sugar-maker or farm selling it. Products must be exclusive to the farm and not mixed with other sources.

**10. Vendor Compliance:** Vendors must follow all local, state, and federal food regulations and obtain any necessary licenses or certifications for all products. It is the vendor's responsibility to ensure compliance with food safety, labeling, sampling, packaging, marketing, and other relevant regulations for their specific products.

**11. Vendor Selection Criteria:** SEL aims to create a diverse marketplace with high-quality, locally sourced products. We value engaged vendor partnerships and a vibrant market community. We are not bound to apply a particular set of selection criteria and reserve complete discretion to accept or refuse anyone as a market vendor using any number of factors when evaluating vendor applications. Vendor selection is at SEL's discretion and based on factors such as:

- Geographic proximity
- Engagement with the market community
- Product quality and variety
- Farming or production methods
- Display and packaging appeal
- Customer service
- Compliance with market rules
- Timely application submission
- Contribution to market balance
- Safe food production and handling
- Past market attendance
- Use of local ingredients in prepared foods
- Environmentally friendly packaging

Preference is given to products that align with SEL's mission, emphasizing direct producer-to-consumer values and seasonal availability. Prior participation does not guarantee acceptance or preferred spacing.

# 2026 SUMMER FARMERS' MARKET

## PART 2: PARTICIPATION GUIDELINES



### Market Day Operations

#### 1. Setup and Breakdown:

Arrival: Vendors may arrive on site no earlier than two hours prior to market hours and no later than thirty minutes prior to market opening. Late arrivals are not tolerated and may result in removal from the market. If a vendor is going to arrive late, they are expected to notify market staff of a cancellation for the day. Vendors who will not have a vehicle at their stall must have their vehicle removed 15 minutes prior to market opening. Late arrivals are not tolerated and may result in removal from the market.

During Market: Once the market opens, vendors must stay for the entire duration of the market. Vendors are not permitted to drive their vehicle through the market area during any market hours. No idling of vehicles is allowed before, during, or after market hours at each market location.

Breakdown & Cleanup: Breakdown begins at market closing after staff rings the bell. Vendors must stay until the market closes and may not leave or begin breakdown early. Vendors are required to leave their space as clean as they found it, including bringing their own trash barrels and carrying out all their trash and debris. No trash or debris will be left behind after a vendor leaves the site. If able to, it is encouraged to assist fellow vendors during market clean-up.

2. **Weather Policy:** Markets will operate rain or shine. However, SEL reserves the right to delay, close or cancel markets in any extreme or unsafe weather conditions. SEL's goal is to make a determination by 9AM for afternoon markets and by 5PM the night before for morning markets, but last minute cancellations and closures may occur. Vendors will be directly notified by email and phone if the market is canceled or delayed ahead of time. Stall fees will be refunded for weather-related cancellations and cancelled markets will not be rescheduled. Please refer to the full Weather Policy for additional details.

### Vendor Expectations

3. **Attendance:** Notify market staff ([marketmanager@seacoasteatlocal.org](mailto:marketmanager@seacoasteatlocal.org) or 603-550-8800) in advance if you cannot attend. No-shows are not tolerated and may result in removal from the market. If you need to cancel within 24 hours of a market, you are responsible for notifying market staff and for paying the stall fee. While SEL is flexible and understanding that occasional cancellations are unavoidable, consistent participation in all the dates you signed up for is extremely important.

4. **Staffing:** Minors may staff a booth in an assisting role, however they may not be the primary staff person of a booth. An adult must be present to supervise a minor for the entirety of the market, including setup and breakdown.

5. **Incentive Programs:** All vendors must participate in SEL's incentive programs, including but not limited to, SNAP (Supplemental Nutrition Assistance Program) and Vouchers for Veterans. Training will be provided before the season begins.

6. **Scales:** Vendors selling by weight must provide their own certified scales.

7. **Pricing:** Prices for each product must be posted clearly before the start of the market and may not be changed during the market

8. **Required Signage:** All vendors must have signage that clearly indicates their business name and location. Prepared food vendors must display signage indicating which local ingredients are used and where they are sourced.

9. **Market Promotion:** Vendors are expected to help promote the market through emails, social media, and other channels.

10. **Political Campaigning:** Political campaigning or petitioning is not allowed at the markets.

11. **Public Safety:** Vendors are responsible for following all public safety protocols put in place by local government authorities, as well as any requirements set by SEL, during an emergency or crisis. SEL reserves the right to issue addendums to market policies as needed to respond to evolving emergency situations.

12. **Site Visits:** SEL may request site visits at random. Vendors must coordinate a time that works for both parties. Noncompliance can result in removal from the market.

13. **Liability Insurance:** All vendors must carry liability insurance for the full duration of their time as a vendor. Insurance must be up-to-date prior to attending the first market. All vendors must list Seacoast Eat Local as "additionally insured" with coverage of at least \$500,000 per incident and \$1,000,000 aggregate at the following address:

Seacoast Eat Local  
4 Captain Smith Emerson Rd.  
Lee, NH 03861

*A city/town or market site holds the right to require to be additionally insured by vendors. Vendors will be notified of any municipal requirements.*

## Stall Types & Sizes

14. **Stall Sizes:** Standard booth spaces are 10 feet by 10 feet. In some circumstances, a booth may be deeper than 10 feet but shall not exceed 10 feet of frontage. A double booth consists of either two adjacent 10-foot booths for a total of 20 feet of frontage, or two adjacent 10-foot booths arranged to provide 10 feet of frontage and 20 feet of depth, as approved by market staff. Double booths are charged at twice the standard booth rate of that location. SEL reserves the right to determine where double booths may or may not be accommodated based on market layout and space availability.

15. **Co-op Stalls:** In special cases, multiple vendors may share a single co-op stall, which may be no larger than 10 feet wide. With approval, only one vendor is required to attend the market, and that attending vendor can sell the other vendor's products on their behalf. Each vendor must submit a separate application and follow all guidelines. The cost of a co-op stall is half the price of a full stall plus \$5, per vendor, per day. For example, if a full stall costs \$20 per day, two vendors sharing a co-op stall would each pay \$15 per day. Co-op stalls are not available to prepared food vendors and may not be combined to create double stalls. Additionally, adjacent full stalls can not be treated as a co-op arrangement.

## Market Fees & Financials

16. **Application Fees:** A non-refundable application fee of \$60.00 covers the cost to apply to all markets. This is the same fee regardless if the applicant is applying to one or all market locations. This fee will not be refunded if you are not accepted to any of the farmers' markets. Application fees must be paid in full and the application must be complete to be considered for a spot at any SEL farmers' markets.

17. **Stall Fees:** Stall fees are invoiced bimonthly unless you choose to pay in full for the season. Stall fees are refundable if at least 24 hours notice is given prior to a cancellation. Full stalls vary based on location. Stall fee dollar amounts are per market day, per stall and are subject to variances as it relates to stall size (double stalls will be charged double the stall fee). Stall fees are due at the end of every other month to be able to participate in markets the following month.

- Durham: \$20.00/market day per stall
- Dover: \$20.00/market day per stall
- Exeter: \$25.00/market day per stall
- Portsmouth: \$25.00/market day per stall without your vehicle at your stall, and \$30.00/market day per stall with your vehicle at your stall. Note: Booths with vehicle access are generally located on the outside perimeter of the market. If a vendor has been assigned a vehicle spot in Portsmouth, the fee still applies even if the vendor chooses not to have their vehicle at their booth.

## Facilities, Utilities & Site Specific Information

18. **Bathrooms:** A bathroom or porta-potty will be accessible to all vendors at all market locations. We recommend bringing an additional way to wash or sanitize your hands.

### 19. Tents & Weights:

- a) Tents: All vendors are required to bring their own tent/ canopy unless explicit permission to vend without one has been granted by SEL in advance. Vendors without proper tent weights may be instructed to take their tent down and allowed to vend. After being reminded of weight requirements, vendors may not be permitted to set up at that market again without proper weights.
- b) Weights: All vendors are required to secure their tent/canopy safely and sufficiently at all times. If a vendor has a car spot, they may choose to secure their tent to their car. Otherwise, each tent/canopy leg must be anchored at all times with a minimum of 35 lbs of weights per leg.
- c) Inclement weather: In inclement or unsafe weather conditions, SEL reserves the right to require vendors to take down tents/ canopies at any time during market hours.

20. **Parking:** All Durham and Exeter vendors are able to park next to or behind their stall, with some day-of exceptions. Vendors with large vehicles may not be permitted to park next to their stall depending on the site. Portsmouth parking is limited and is assigned at the beginning of the season, and parking spots in Portsmouth cost extra (see stall fees section). Dover vendors must unload and repark. SEL reserves the right to require any vendor to move their vehicle for the duration of the market during market hours. Additionally, a limited number of handicap-accessible spots for vendors are available at specific sites but must be requested during the application process.

21. **Electricity:** There is no electricity access at any summer market. Vendors may use electric battery packs (such as Jackery units or similar portable power stations). Gas-powered or other fuel-based generators are not permitted.

22. **Compostable Materials & Single-Use Plastics:** Vendors using products like cups, straws, plates, or utensils are expected to use compostable options and follow all local regulations and requirements on compostable materials. This applies to all products being sold and/or sampled. The **City of Portsmouth** and the **Town of Exeter** have passed policies limiting the distribution of single-use plastics at events held on municipal property, and vendors are required to comply. Vendors are responsible for reviewing and abiding by these requirements. More information can be found [here](#) for Portsmouth, and [here](#) for Exeter. General guidance can be found below.

- a) General guidance for Portsmouth & Exeter vendors (not all-inclusive):
  - i) Single-use disposable food service items (cups, plates, bowls, straws, utensils, and take-out containers) must be compostable.

- ii) Packaging used for food safety purposes (such as plastic wrap or bags for meat, seafood, produce, or other perishable items) is generally allowed.

#### 24. **Portsmouth-Specific Policies:**

- a) Food Permit: In addition to SEL's application requirements, all prepared food vendors and producers must complete an online food permit application through the Portsmouth Health Department, pay the associated fee, and fulfill their requirements both online and in person in order to vend in Portsmouth. As a prepared food vendor or producer, you will be notified if you are approved to be a Portsmouth vendor at which point you will be invited to fill out your application to the City of Portsmouth Health Department.
- b) Chicken: Per Portsmouth Health Department regulations, all chicken sold at the Portsmouth Farmers' Market is required to be processed at a USDA inspected facility, regardless of if a vendor qualifies for state exemptions.
- c) Value-added products: Value added products such as dehydrated mushrooms, mushroom powders, mushroom teas, etc., ARE allowed to be sold at the Portsmouth Market but require a food permit application and approval through the Portsmouth Health Department.
- d) Extracts and tinctures: Per Portsmouth Health Department regulations, tinctures and extracts are NOT considered a value added product and are NOT allowed to be sold at the Portsmouth Farmers' Market.
- e) Foraged mushrooms: Foraged mushrooms ARE allowed to be sold at the Portsmouth Farmers' Market with a state permit as set forth in RSA 143-A.

25. **Dover Specific Policies:** Per the Dover Health Department, a class H license is required for all vendors selling any food or beverages, including fresh fruits, vegetables and alcohol. To obtain this license, vendors must fill out an application [here](#), pay the fee associated with the license, and print their license prior to their first attendance at the Dover Market.

26. **All Prepared Food Vendors and Producers:** All prepared food vendors and producers, including alcohol vendors, are required to fill out a prepared product form for all products showcasing how ingredients are sourced. A prepared product form is required in order to obtain product approval. Prepared product forms are never shared and used solely to identify opportunities to source locally.

27. **All Non-food vendors:** Non-food vendors are solely responsible for ensuring the safety of their products. The manufacturer is also required to ensure the product does not contain any prohibited ingredients and it is properly labeled. Please note there are color additives that are approved for use in cosmetics and color additives (batches) that are subject to certification. The latter additives must be certified by the office of colors and cosmetics prior to being used in a cosmetic. Also keep in mind that if your product contains an active ingredient, or purports any

claims it mitigates, treats or prevents a medical condition, it will be regulated by the FDA Center for Drugs Evaluation and Research from Food and Drug Administration's (FDA) Food and Cosmetic Information Center (FCIC)/Technical Assistance Network (TAN)-Maine Federation of Farmers' Markets. Non-food vendors are expected and encouraged to source locally whenever possible.

**28. All Alcohol Vendors:** Alcohol vendors are not permitted to provide free samples. All alcohol samples must be sold. Pricing of alcohol samples is at the vendor's discretion, provided all sales comply with applicable state laws and market regulations. Samples must be consumed and finished at the vendor's booth at which they were given. Customers may not add samples to their own drink containers or beverages.

**29. Alcohol Vendor Caps by Location:** The number of alcohol vendors primarily selling wine and spirits is limited per market location per day as follows:

- Durham: Maximum of one
- Dover: Maximum of one
- Exeter: Maximum of two
- Portsmouth: Maximum of two

These limits may be adjusted at SEL's discretion.

**30. All Craft Vendors:** All crafters and their products must be juried by the Craft Council as part of the application process. All work must be original, handmade, and the personal design of the artist. Applications are evaluated based on design, technical skill, originality, diversity (in relation to other market vendors), and imagination. Craft applications will be juried as needed throughout the season, with up to three additional jury dates per year for approved craft vendors wanting to introduce new craft products. Items to be juried will either be brought to a determined location or shared virtually to be presented to the craft jury panel.

**MARKET VENDORS**

(To be completed prior to opening day May 2, 2026)

**MARKET VENDORS (for Alcohol)**

(To be completed prior to opening day May 2, 2026)



FARMER'S

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## Seacoast Eat Local - Weather Policy

Seacoast Eat Local (SEL) farmers' markets take place rain or shine. We have made a commitment to our customers to be open the days and hours we have published, and our vendors have worked many long hours and traveled distances to serve their customers. Our loyal customers reciprocate by coming prepared with their raincoats, umbrellas, boots, and gloves to shop and enjoy the market!

If thunderstorms, damaging winds, severe and consistent rain, or heavy and quickly accumulating snow occur prior to the opening of the market and there is reason to believe the threat will persist through most of the market hours, market opening may be delayed or canceled.

**Outdoor markets:** If severe or unsafe weather conditions develop after the market has opened, customers, vendors and volunteers are expected to move to a safe place until the weather has passed. In most cases the safest place will be in their vehicles. Once the weather has passed, a determination will be made about resuming normal market operations for the remainder of the market day. In cases of extreme heat exceeding 100 degrees, our staff will communicate with vendors and make a determination for how to proceed with the market that day.

**Indoor markets:** Our host venues are responsible for snow removal and ensuring safe access to the market space. If it is snowing and the market is open, staff at the venue will ensure parking is accessible and walkways are clear.

**Notification:** In all cases, if the market were to close or be delayed, a notification would be posted on our website and social media pages. Customers should check one of these sources before leaving for the market if there is inclement weather in the forecast. Vendors will be directly notified by email and phone if the market is canceled or delayed due to inclement weather.

Our goal is to make a determination by 9AM for afternoon markets and by 5PM the night before for morning markets. In some cases that will not be possible due to rapidly changing conditions. Venues reserve the right to cancel the market without consent from Seacoast Eat Local or its vendors. If 75% or more of the scheduled vendors cancel by the determination times noted above, the market will be canceled. A minimum of three scheduled vendors must be present for a market to occur. SEL reserves the right to cancel a market at any time, or any reason. If a market is canceled any vendor who still goes to the venue, sets up, and sells is doing so under their own discretion and is not covered by SEL permits, agreements, or any other protections.

Last updated: 9/30/22




# 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:** March 26, 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
- 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.

**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 am. 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

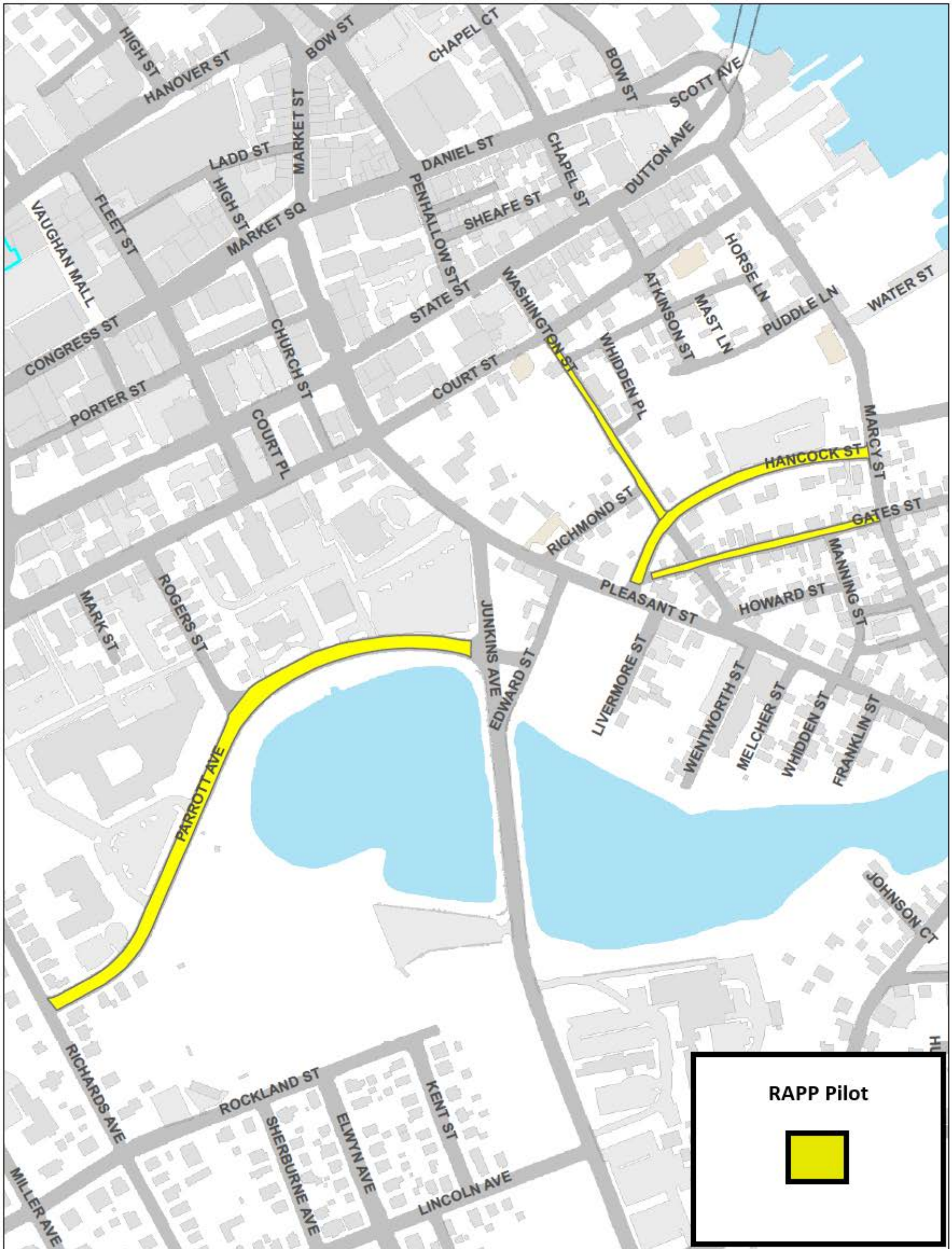
Average Length of Stay (LOS) downtown: 2.25 hours

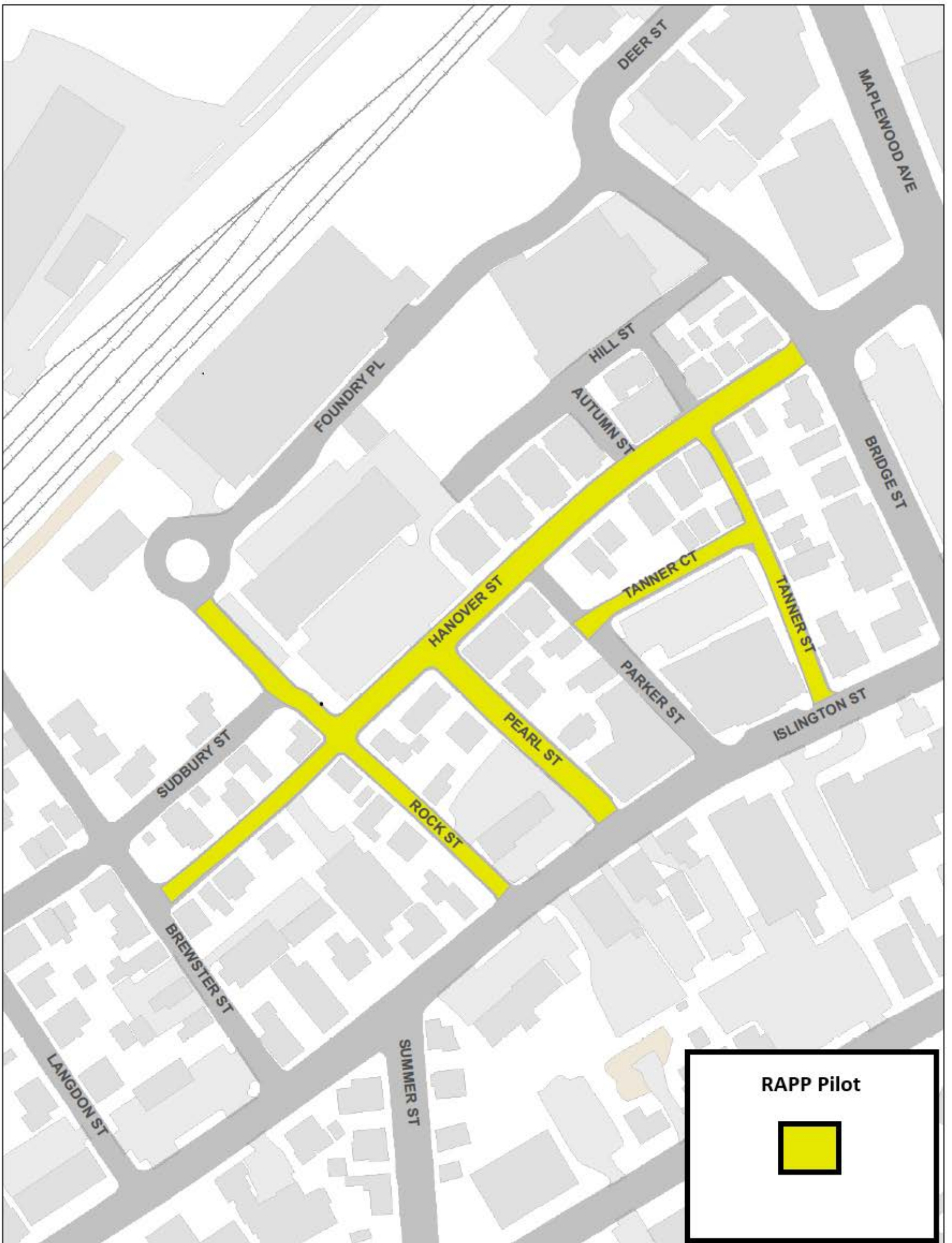
| <u>Anticipated Sessions</u> | <u>Rate</u> | <u>LOS (hours)</u> | <u>Revenue/Session</u>  |
|-----------------------------|-------------|--------------------|---|
| 50                          | \$ 1.00     | 3.5                | \$ 3.50 <span style="background-color: yellow; border: 1px solid black; padding: 2px;">\$ 5,322.92</span> Anticipated Monthly Revenue |

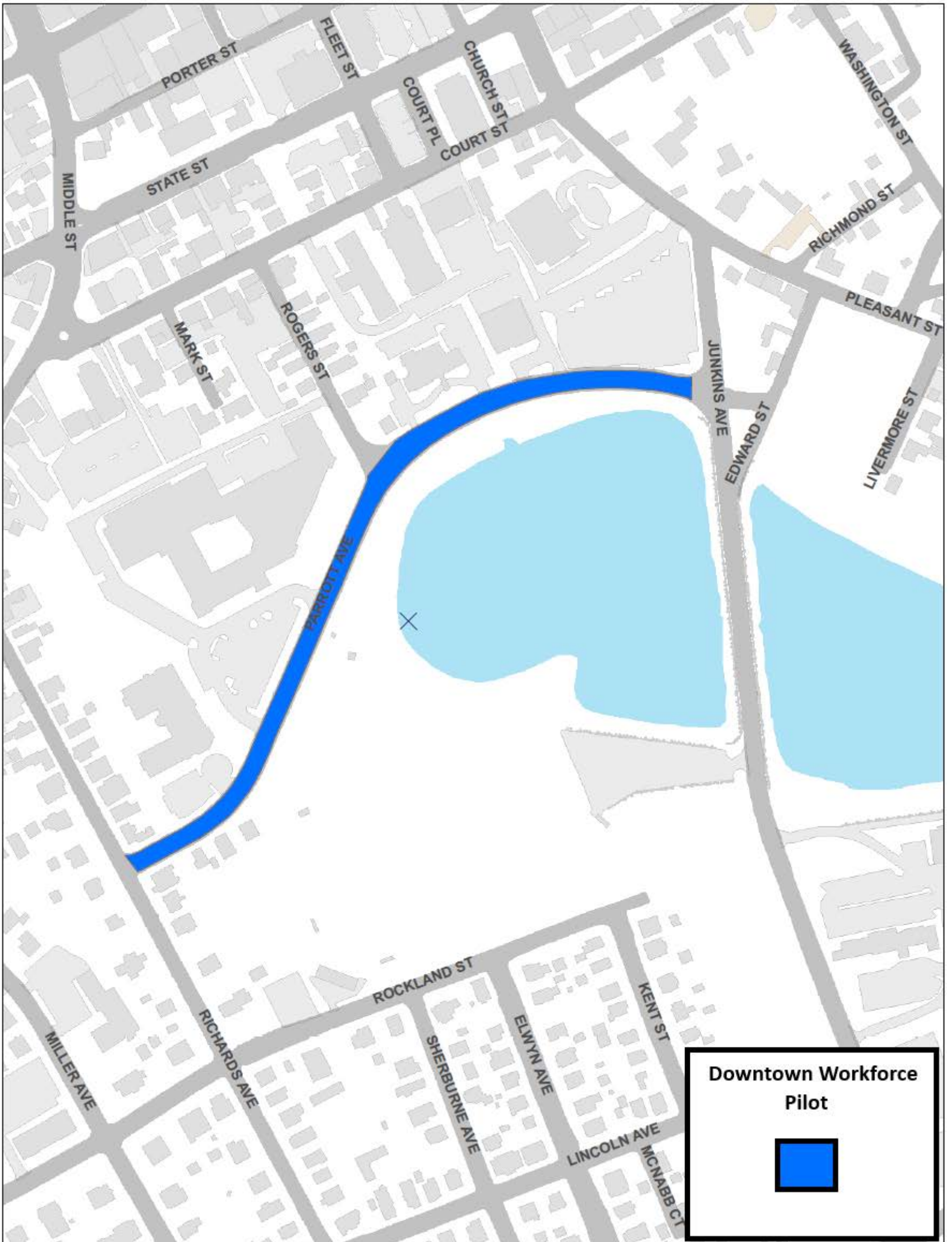
\$ 3,215.29 Anticipated net gain (loss)

**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 3/26/2026**

**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 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)**

## 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 Worker 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:

\_\_\_\_\_  
June H. Philbrook, Acting City Clerk

**THOMAS M. CLOSSON**  
**ATTORNEY AT LAW, PLLC**

To: City Manager Conard, Mayor McEachern, and Members of the  
Portsmouth City Council  
cc: Kelly Harper  
From: Tom Closson  
Re: Tentative Agreement with the School Custodial Employees and the  
School Cafeteria Employees Bargaining Units  
Date: March 26, 2026

---

I am pleased to provide you with the attached proposed tentative agreement on a three (3) year collective bargaining agreement with the School Custodial Employees and the School Cafeteria Employees Bargaining Units. A costing analysis prepared by Brian Cisneros is also attached.

A few points about this proposed tentative agreement are worth highlighting.

First, for administrative efficiency, the tentative agreement combines two (2) bargaining units into one (1) written agreement.

Second, the tentative agreement includes a provision that gives the School Board/City Council increased flexibility in addressing health insurance challenges.

Third, the tentative agreement provides reasonable and fair wage increases that will hopefully allow the School District to continue hiring quality employees in these important positions.

Fourth, and finally, the tentative agreement grants retroactive payment of the negotiated wage increase to July 2025. This concession reflects the fact that the delay in reaching a final tentative agreement was caused not by the local union body, but by disruption at the union's state/national levels.

This tentative agreement has been ratified by the Portsmouth School Board. I am pleased to recommend this tentative agreement to you for approval.



**Portsmouth School Department – SAU 52**

City Hall, 1 Junkins Ave, Suite 402  
Portsmouth, NH 03801  
[www.cityofportsmouth.com/school](http://www.cityofportsmouth.com/school)

***Brian Cisneros, Business Administrator***

**BUSINESS OFFICE MEMO**

---

DATE: February 5, 2026  
TO: Zach McLaughlin, Superintendent  
Portsmouth School Board  
RE: Costs on proposed Custodian/Food Service Workers contract

---

The contract between the city and the LOCAL #1386 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO, representing the Portsmouth Custodial Employees and the Non-Supervisory Cafeteria Employees has been TA'd.

The following represents the costs of the proposed agreement in FY26.

Salaries and related taxes and benefits: **\$19,911**

This amount includes the increase in salaries, taxes, and retirement costs. The changes in the cost sharing of the health insurance are not recognized as the city utilizes a stabilization fund. Any savings would go towards the shortfall we have in our share of the expenses in that fund.

Please let me know if you have any questions.

**WORKING AGREEMENT  
BETWEEN**

**PORTSMOUTH SCHOOL BOARD  
PORTSMOUTH, NEW HAMPSHIRE**

**AND**

**LOCAL #1386 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO  
REPRESENTING  
PORTSMOUTH SCHOOL CUSTODIAL EMPLOYEES AND  
PORTSMOUTH SCHOOL NON-SUPERVISORY CAFETERIA EMPLOYEES**

**JULY 1, 2025 – JUNE 30, 2028**

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# **WORKING AGREEMENT**

By this Working Agreement ("Agreement"), the Portsmouth School Board of Portsmouth, New Hampshire ("Board") and Local #1386 of the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO ("Union"), hereby agree as follows.

## **GENERAL PROVISIONS GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES**

### **1. Recognition Of The Union**

The Board hereby recognizes the Union as the sole and exclusive representative of the bargaining units consisting of those school custodial positions ("School Custodian Bargaining Unit") and those non-supervisory cafeteria positions ("School Cafeteria Bargaining Unit") employed by the Portsmouth School District ("District") and identified in the Certifications on file at the New Hampshire Public Employee Labor Relations Board ("NH PELRB"). Consistent with the requirements of NH RSA 273-A, for those positions included in these two (2) bargaining units, the Board agrees to work solely and exclusively with the Union to negotiate working conditions and to address grievances.

### **2. Prohibition On Bargaining With Individual Employees**

The Board will not bargain with an individual employee on any matters pertaining to working conditions, in accordance with the provisions of NH RSA 273-A. The Union likewise agrees that none of its members will individually bargain with the Board on any matters pertaining to working conditions, in accordance with the provisions of NH RSA 273-A.

### **3. Management Rights**

The Board retains exclusive control of its operation of the District. Except as specifically and expressly limited by the provisions of this Agreement, nothing will be deemed to limit the Board in the exercise of the regular and customary functions of management, including but not limited to the direction of the working force and the establishment of methods of operation.

### **4. Union Rights**

The Union will retain the right to present and process grievances necessary to enforce the terms of this Agreement, in accordance with the provisions of NH RSA 273.

### **5. Job Descriptions**

The Board will have exclusive control of writing job descriptions. Changes in existing job descriptions must be agreed to by both the Board and the Union prior to implementation.

### **6. Dues Deductions**

Upon the presentation of a signed authorization card by an employee to the Superintendent or their designee, the Board will deduct official dues of the Union from the employee's wages and pay the total amount of dues collected to AFSCME Council 93, 8 Beacon Street, Boston, Massachusetts 02108. Payment will be made monthly, with a statement indicating who has paid dues. If an employee has no wages coming to them, or if their wages are not enough to satisfy the dues, then no deduction will be made. In no case will the Board attempt to collect fines or

assessments for the Union beyond regular dues. The Union will keep the Board informed of the correct name and address of the Treasurer and Stewards of Local #1386.

**7. Probationary Period**

Whenever the Board hires a new employee into a bargaining unit position, the employee will serve a probationary period. This probationary period will be no less than ninety (90) calendar days, but may be extended up to one hundred and eighty (180) calendar days for positions in the School Custodian Bargaining Unit and one hundred and thirty-five (135) calendar days for positions in the School Cafeteria Bargaining Unit. Extension of the probationary period may be made by the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable. During the probationary period, an employee will be granted full coverage of the following benefits from their date of hire, subject to insurance carrier waiting periods or limitations:

- Health Insurance
- Dental Insurance
- Holidays
- Bereavement Leave
- Personal Days

Whenever an employee leaves employment with the District for any reason and is subsequently re-employed by the District more than two (2) years later, the District reserves the right to require the re-hired employee to serve an additional probationary period. Probationary employees are employees at will who may have their employment terminated with or without either notice or cause. Probationary employees are not covered by the grievance procedures contained in this Agreement.

**8. Management-Labor Meetings**

Representatives of the Union will be allowed to meet with representatives of the Board whenever necessary to carry out the contents and purpose of this Agreement and will suffer no loss in pay or benefits in attending such meetings.

**9. Consultation**

In the interest of fostering ongoing communication, representatives of the Union will meet with the Superintendent or their designee when requested, but not to exceed once a month, to discuss matters of concern of both the Union and the District.

**10. Collective Bargaining Procedure**

Any party desiring to bargain a successor collective bargaining agreement will serve written notice of its intention on the other party at least one hundred twenty (120) days prior to January 1, 2028. Once this written notice is received, the parties will begin negotiations no later than the third week of January 2028 to reach a successor agreement on salaries, fringe benefits, and other terms and conditions of employment.

**11. Bulletin Boards**

The Board will provide space for bulletin boards for the posting of notices of the Board addressed to the employees and notices of the Union addressed to its members.

**12. Use Of School Buildings**

The Board agrees that the bargaining units, with sufficient prior notice and during reasonable hours, will be granted permission to use a designated room in a school building to conduct general meetings.

**13. Use Of Copy Equipment**

The Board agrees to allow the reasonable use of its copying equipment to members of the bargaining units to provide notices and information to their members. This work will be performed with prior approval by the applicable building administrator and at a time designated by that administrator, and the materials are to be supplied by the Union. Copies of all notices will be sent to the Principal of the building where such notices are copied.

**14. Leave Of Absence For Union Unit Vice-President**

When an employee is elected Vice-President of the Union and has to do work which involves being away from their regular work with the District, that employee will, at the written request of the Union, no less than fifteen (15) days in advance, be granted a leave of absence up to a maximum of three (3) work days per year with full benefits and no loss of seniority or other benefits. The Vice-President may be granted up to eight (8) additional hours of leave if requested in writing, no less than fifteen (15) days in advance, subject to approval by the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable.

**15. Leave Of Absence For Union Conventions**

Employees elected as delegates to either the AFSCME International Convention, New Hampshire Employees' Council #93 Convention, or the New Hampshire State Labor Council Convention will be allowed a leave of absence with no loss of pay not to exceed one (1) workday per year, if requested in writing no less than fifteen (15) days in advance. This leave of absence will be granted to only one (1) employee per bargaining unit to attend the above-mentioned conference.

**16. Non-Contracting Service Clause**

The Board agrees that during the term of this Agreement, work or services presently performed by the positions in the bargaining units will not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other agency, person, private contractor, or non-unit employee, where such work or services can be performed by present employees.

**17. No Strike Clause**

There will be no strikes of any kind, stoppages of work, slowdowns or any kind of interference with or interruptions of the operation of the District by the Union or its members. There will be no lockout, partial or total, by the Board, consistent with the provisions of NH RSA 273-A:3.

**18. Stability Of Agreement**

Should any article, section, or portion of this Agreement be held in violation of a State or Federal law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in

the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## **WAGES, LONGEVITY STIPENDS, AND DIFFERENTIALS**

### **19. Initial Wage Schedules**

Effective July 1, 2025, employees will be paid in accordance with the wage schedules attached as Appendix I. The Board reserves the right to place new hires at the wage step level commensurate with their relevant experience. If, at any time, the lowest step on any wage schedule falls below the Federal Minimum Wage, the parties will reopen the Agreement for the sole purpose of negotiating a new lowest step.

### **20. Annual COLA Percentage Increases**

On July 1, 2026, and July 1, 2027, a COLA percentage increase will be computed and applied to wages. This COLA percentage increase will not be less than 2.0% nor more than 5.0%. The COLA percentage increase will be determined by the ten-year rolling average of the CPI-U for the Boston-Cambridge-Newton—all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent November to November period preceding the July 1 adjustment. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS. Thus, if the ten-year rolling average of the CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5%.

### **21. Applicability After Agreement Expires**

It is clearly understood that if the Agreement expires without a successor agreement being settled prior to July 1, 2028, that no further COLA percentage increase after July 1, 2027 will be generated under the Agreement even if the Agreement has an evergreen clause. It is further agreed that continuation of COLA percentage increases will not be deemed “status quo” if a successor agreement has not been settled by July 1, 2028.

### **22. Longevity Stipends**

Effective July 1, 2025, Longevity Stipends will be paid in accordance with the schedules attached as Appendix II. Longevity Stipends will increase on July 1, 2026 and July 1, 2027 by the 10-year rolling COLA percentage increase as described in Article 20 above.

### **23. Shift Differential**

A shift differential of eighty cents (\$.80) per hour will be paid to all members of the School Custodian Bargaining Unit whose work schedule is at least six (6) hours after 3:00 p.m. on any workday.

### **24. Higher Rate Assignment**

Any member of the School Custodian Bargaining Unit who performs duties paying a higher rate will be paid at the higher rate while performing such duties. Any member of the School

Custodian Bargaining Unit designated in writing to fill in for a supervisor for a consecutive period of two (2) weeks or more will receive the supervisor's wage rate.

Any member of the School Cafeteria Bargaining Unit who works in a higher classification for three (3) or more consecutive days will be compensated at the same step in the higher classification.

At no time will an employee be paid at a lower rate than that for which the employee is classified.

## INSURANCE

### **25. Health Insurance**

The Board will provide health insurance for individual, two-person, or family coverage for all full-time employees. The health insurance will be SchoolCare's Yellow Plan with ChoiceFund. The Board reserves the right to change plans if SchoolCare no longer provides coverage.

For members of the School Custodian Bargaining Unit: effective July 1, 2026, the Board will pay 90% of the premium and the employee will pay 10% of the premium and effective July 1, 2027, the Board will pay 89% of the premium and the employee will pay 11% of the premium.

For members of the School Cafeteria Bargaining Unit: effective July 1, 2026, the Board will pay 92% of the premium and the employee will pay 8% of the premium and effective July 1, 2027, the Board will pay 91% of the premium and the employee will pay 9% of the premium.

Given current volatility in the health insurance industry, the parties recognize and agree that to continue to provide insurance coverage, the Board may need to change health insurance plans and/or carriers during the term of this Agreement. If such change occurs, the Board will bargain in good faith with the Union to provide comparable insurance coverage. The parties further recognize and agree that the Board provides insurance coverage subject to all contractual limitations and exclusions imposed by the carrier, including any contractual right of the carrier to modify coverage (such as prescription benefit coverage) during the term of this Agreement.

Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during this Agreement – such plan would only become effective if ratified by the Union, approved by the Board and approved by the Portsmouth City Council.

The Board need not provide health coverage if the employee is already covered under the same plan or a plan with equal benefits. If an employee is found to have dual coverage, the employee must pay back to the Board an amount equal to the premiums paid by the Board during this time.

The Union agrees to participate in a City-wide committee to explore health insurance options.

The Board will offer employees the option of participating in an IRS 125 Plan (premium conversion plan) so employees may pay their portion of the premium with pre-tax dollars.

### **26. Health Insurance Upon Retirement**

Upon notification by an eligible employee of their retirement, the District will inform the employee of their rights under law regarding health/dental insurance coverage after retirement.

**27. Long Term Disability Insurance**

The Board will purchase income protection insurance in case of disability for each employee to begin on the ninety first (91st) day of disability in an amount equal to sixty-six and two thirds percent (66 2/3%), up to four thousand dollars (\$4,000) of the monthly salary of the employee at the date of disability. Said insurance shall run until age sixty-five (65) and shall be coordinated with Social Security benefits. The Union understands and agrees that this insurance is being provided subject to all contractual limitations and exclusions imposed on either the District or the subscriber by the insurance carrier, including any contractual right of the carrier to modify coverage during the term of this Agreement.

**28. Life Insurance**

The Board agree to pay one hundred percent (100%) of the premium cost for term life insurance for all employees, with a benefit equal to twice the employee's annual income with the District. Employees age seventy (70) and over will have this benefit reduced according to the applicable insuring agreement. The Union understands and agrees that this insurance is being provided subject to all contractual limitations and exclusions imposed on either the District or the subscriber by the insurance carrier, including any contractual right of the carrier to modify coverage during the term of this Agreement.

**29. Dental Insurance**

The Board agrees to pay one hundred percent (100%) of the premium cost for single, two-person, or family plan dental coverage in accordance with the dental plan listed on the City of Portsmouth/Portsmouth School District Human Resources website or a comparable plan. The Union understands and agrees that this insurance is being provided subject to all contractual limitations and exclusions imposed on either the District or the subscriber by the insurance carrier, including any contractual right of the carrier to modify coverage during the term of this Agreement.

**30. Save Harmless From Liability**

The Board will save employees harmless from financial liability arising out of any claim, suit, criminal prosecution or judgment against them because they are an employee of the District or because of an act taken by them in the course of their employment with the District. The above will not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the District may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the District will make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

**31. Bonding Of Employees**

The Board will provide necessary and appropriate bonding for employees whose duties include responsibility for handling money, and as a result, such employees will be safe from prosecution if District money is destroyed, stolen, damaged or lost through no fault or negligence of the employee.

**32. Unemployment Compensation**

All employees will be covered by the applicable provisions of the State of New Hampshire's Unemployment Compensation Act.

**33. Worker's Compensation And Supplemental Pay**

Worker's compensation benefits will be provided as specified in the applicable New Hampshire Statutes. In cases where an employee is on total disability leave due to a worker's compensation injury, the Board will pay supplemental pay to the employee representing the difference between the worker's compensation benefit received by the employee and the employee's take-home pay. An employee's accumulated earned time/disability leave time or sick leave, as applicable, will be used to pay this supplemental pay to the employee. In no event will the duration of supplemental pay provided under this provision exceed fifty-two (52) weeks.

**LEAVE AND OTHER BENEFITS**

**34. Earned Time**

Earned time is available for members of the School Custodian Bargaining Unit only. Earned time provides, as equitably as possible, paid time off, to be used at the employee's discretion, while protecting an allotment of time for disability, hospitalization, or injury. Earned time is a combination of vacation and personal absence days. A separate account per year is accumulated for disability time [six (6) days per year].

Accrual of earned time will be in accordance with the accrual charts below, depending on the employee's date of hire. Length of service on the accrual charts below will be measured as of the July 1 prior to the employee's actual date of hire. For example, an employee whose first day of work for the District was September 20, 1998 will be deemed to have completed six (6) years of service for earned time purposes on July 1, 2004. District seniority within the building will be the determining factor in the use of earned time in the event of a conflict. Earned time pay will be based on an employee's regular rate of pay using the following schedule.

| <u>Years Of Service</u>    | <u>Earned Time Days</u> | <u>Disability Bank Days</u> | <u>Total Days</u> |
|----------------------------|-------------------------|-----------------------------|-------------------|
| End of probation to 1 year | 12                      | 6                           | 18                |
| 1 year – 5 years           | 17                      | 6                           | 23                |
| 6 years – 10 years         | 22                      | 6                           | 28                |
| 11 years – 15 years        | 27                      | 6                           | 33                |
| 16 years – 24 years        | 32                      | 6                           | 38                |
| 25 years+                  | 37                      | 6                           | 44                |

Employees Hired After December 22, 2014

| <u>Years Of Service</u>    | <u>Earned Time Days</u> | <u>Disability Bank Days</u> | <u>Total Days</u> |
|----------------------------|-------------------------|-----------------------------|-------------------|
| End of probation to 1 year | 11                      | 6                           | 17                |
| 1 year – 5 years           | 16                      | 6                           | 22                |
| 6 years – 10 years         | 21                      | 6                           | 27                |
| 11 years – 15 years        | 26                      | 6                           | 32                |
| 16 years+                  | 31                      | 6                           | 37                |

All absences from regularly scheduled work will be charged to an employee's earned time, with the following exceptions:

- Administrative leave
- Unpaid leaves of absence
- After absence due to personal illness/injury for more than three (3) consecutive working days an employee may use their Disability Bank, if available.
- Bereavement leave
- Military leave
- Worker's compensation leave
- Disciplinary suspension

Applicable request forms will be completed, signed by the employee's immediate supervisor and approved by the Director of Buildings & Grounds/Maintenance prior to the use of earned time, whenever possible. Submitted requests for time off shall be answered within ten (10) days of submission.

Employees may use earned time once they have successfully completed their probationary period.

Accumulated earned time may be used for personal illness or accident, immediate family illness or accident, or compelling personal reasons.

All earned time payments are computed at the employee's current base rate.

Employees are responsible for the earned time balance reflected on their pay stubs. Any errors should be reported immediately.

At separation, any unused earned time days will be cashed out at full value.

All paid earned time taken shall not be counted as hours worked when computing overtime.

Disability bank hours are to be used for extended illness, injury, disability related to pregnancy, or hospitalization only. Use of the disability bank commences with the 4<sup>th</sup> consecutive day of absence from work due to illness or injury. A physician's report must accompany the request to use disability bank days. Periodic updates from the employee's physician may be required. If an employee is hospitalized or has surgery (this includes day surgery procedures) for something other than a work-related problem, the disability bank may be used starting with the first day of hospitalization. Any disability related to pregnancy will be treated like any other medical condition.

There is an exception to the requirement to use three (3) earned time days before being permitted to access the disability bank when the disability at issue is certified by a physician to be the same disability as the employee previously used three (3) earned time days.

Following a period of absence due to illness/injury, medical documentation supporting the employee's ability to perform the essential functions of the job is required prior to returning to work.

The use of the disability bank for extended illness or injury requires medical documentation and may indicate the need for use of leave under the Family And Medical Leave Act ("FMLA") and the need to contact the Human Resource Department concerning long-term disability.

Employees hired on or after January 1, 1990, will have disability bank accumulation limited to one hundred and fifty (150) days.

Upon the death of an employee while in the employment of the District, the Board will pay to the employee's spouse or next of kin one hundred percent (100%) of the value of their accumulated disability bank. Employees hired after July 1, 1996, will receive no pay-out for accumulated disability bank.

An employee on an approved absence who has used all earned time and disability bank days will be placed on leave without pay. If the illness/injury qualifies for FMLA leave, benefits will continue for the period of the FMLA leave. Employees will not accrue earned time while they are on leave without pay status.

**35. Earned Time Accrual**

Employees will be permitted to accrue up to a maximum of one and one-half (1.5) times their annual earned time accrual amount. The Board agrees to notify each employee, in writing, of their accumulated earned time once a year in the month of July.

**36. Earned Time Use**

Earned time may be taken at any time during the year with sufficient notice to, and subject to the prior approval of, the Director of Buildings & Grounds/Maintenance.

**37. Earned Time Payout At Termination**

Upon termination of employment, the Board will pay an employee for one hundred percent (100%) of their accrued but unused earned time. Upon the death of an employee while in the employment of the Board, the Board will pay to that employee's estate an amount equal to one hundred percent (100%) of the employee's accrued but unused earned time.

**38. Converting Earned Time To Disability Leave Time**

Employees who are on paid earned time who are hospitalized for injury or illness may have their earned time changed to disability leave.

**39. Disability Leave Accrual**

Accrual of disability leave time without loss of pay or fringe benefits will be computed at the rate of one-half (.50) day per month, six (6) days per year. For employees hired by the District before January 1, 1990, disability leave time will accrue without limitation. For employees hired by the district on or after January 1, 1990, disability leave time will accrue to a maximum of one hundred

fifty (150) days. Disability leave time will be credited to an employee's record only after it is earned. The Board agrees to notify employees in writing of their accumulated disability leave time once a year in the month of July.

**40. Disability Leave Payout At Termination**

Employees hired by the District before January 1, 1990 - The Board agrees to pay sixty percent (60%) of an employee's accrued but unused disability leave days, calculated at the employee's present per diem rate, to any employee who terminates employment with District, provided the employee has been employed by the District for ten (10) or more years as of the date of termination. Employees discharged for just cause will not be entitled to this benefit. If an employee who is entitled to this benefit dies while still employed by the District, the District will make payment for this benefit to the estate of the employee.

Employees hired by the District on or after January 1, 1990 but prior to July 1, 1996 - The Board agrees to pay sixty percent (60%) of up to one hundred and fifty days (150 days) of an employee's accrued but unused disability leave days, calculated at the employee's present per diem rate, to any employee who terminates employment with District, provided the employee has been employed by the District for ten (10) or more years as of the date of termination. Employees discharged for just cause will not be entitled to this benefit. If an employee who is entitled to this benefit dies while still employed by the District, the District will make payment for this benefit to the estate of the employee.

Employees hired by the District on or after July 1, 1996 – These Employees will not receive any disability leave pay-out upon termination, retirement, layoff, or death.

**41. Disability Leave Payout At RIF**

Should a reduction in force occur, the Board agrees that any employee subject to the reduction in force who was hired prior to July 1, 1996, and who worked at least ten (10) years in the District prior to the reduction in force, will be paid sixty percent (60%) of their accumulated disability days as of the time of the reduction in force, calculated based on their regular hourly rate of pay at the time of the reduction in force. This payment will only be made once the employee has been on the re-call list for two (2) years and has not been offered recall to employment with the District.

**42. Disability Leave And Overtime**

Disability leave time will not be counted as hours worked when computing overtime.

**43. Sick Leave**

Sick leave is available for members of the School Cafeteria Bargaining Unit only.

Sick leave will be accrued at the rate of one (1) day per month to a maximum of ten (10) days per calendar year. For purposes of both the accrual and the use of sick leave, a "day" will be defined based on the number of daily hours referenced in the employee's letter of intent. Sick leave may be used for the employee's own illness. Additionally, in an emergency, up to fifteen (15) days of sick leave per school year may be used by an employee to care for a member of the employee's immediate family (spouse, child, or parent) who is suffering from an illness.

Sick leave will be credited to an employee only after it is earned and it will be reported on an employee's paycheck. An employee may accrue a maximum of one hundred fifteen (115) days of sick leave. All paid sick leave taken will be considered hours worked for purposes of determining overtime.

For employees hired by the District prior to July 1, 1996 only, the Board will pay sixty percent (60%) of the accumulated but unused sick leave to any employee who works for at least ten (10) continuous years in the District and who retires in good standing from the District under the terms of the New Hampshire Retirement System.

#### 44. Holiday Pay

Regular, full-time employees in the School Custodian Bargaining Unit will not be required to work, and will still receive eight (8) hours of pay at their regular rate of pay, for the following holidays.

|                           |                           |
|---------------------------|---------------------------|
| Independence Day          | ½ day before Christmas    |
| Labor Day                 | Christmas Day             |
| Veterans' Day             | Day after Christmas Day   |
| ½ day before Thanksgiving | Day before New Year's Day |
| Thanksgiving Day          | New Year's Day            |
| Day after Thanksgiving    | Memorial Day              |
| Martin L. King Jr. Day**  | Columbus Day**            |
| Juneteenth**              |                           |

\*\*Provided it is not a regular school day.

Members of the School Cafeteria Bargaining Unit will not be required to work and will still receive their regular rate of pay for their normally scheduled hours (as per their letter of intent) for the following holidays.

- Labor Day
- Two (2) Teacher Workshop Days
- Thanksgiving Day
- Day after Thanksgiving
- Memorial Day
- Christmas Day
- Columbus Day\*\*
- Martin L. King Jr. Day\*\*
- Veterans' Day

\*\*Provided it is not a regular school day.

Holiday pay will be granted only if an employee reports to work on the last regularly scheduled workday prior to the holiday and the first regularly scheduled workday after the holiday, except in the case of sick leave supported by a doctor's note.

Should a holiday fall on a Sunday, it will be celebrated on Monday. Should a holiday fall on a Saturday, the preceding Friday will be considered the holiday.

Holiday pay will be counted as hours worked when computing overtime.

**45. Holiday Pay While On Leave**

If a holiday occurs while an employee is on paid leave, the employee will be granted an extra day of paid leave. This day may be taken at any time during the year with sufficient notice to and approval by the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable.

**46. Premium Pay For Hours Worked On A Holiday**

All hours worked on any of the holidays identified in Section 44 above will be paid at the rate of time and one-half (1 ½) the employee's regular hourly pay, over and above holiday pay provided in Section 44 above. Holiday pay for hours worked on a holiday will be granted only if the employee reports to work on the last regularly scheduled workday prior to the holiday and the first regularly scheduled workday after the holiday, except in the case of sick leave supported by a doctor's note.

**47. Bereavement Leave**

Paid bereavement leave will be granted to employees as follows:

Up to three (3) days for bereavement related to the death of:

- Brother-in-law
- Sister-in-law
- Grandparents
- Aunt or uncle
- Niece or nephew
- Blood relative or ward residing in the same household

Up to five (5) days for bereavement related to the death of:

- Parents
- Sister
- Brother
- Parent-in-laws
- Brother-in-law
- Sister-in-law

Up to seven (7) days for bereavement related to the death of:

- Husband/wife/spouse
- Children

Extensions of bereavement leave may be granted by application and approval of the Superintendent.

**48. Personal Days**

Members of the School Custodians Bargaining Unit will be entitled to five (5) non-accumulating personal days per year.

Members of the School Cafeteria Bargaining Unit will be entitled to three (3) non-accumulating personal days per year.

Personal days are provided for employees to attend to personal business and do not require an explanation of the nature of the personal business. All personal days taken will be counted as hours worked when computing overtime. Whenever possible, twenty-four (24) hours' notice will be given prior to the use of a personal day. Members of the School Cafeteria Bargaining Unit will not take personal days immediately preceding or immediately after any school vacation period, school holiday, or an election day without prior approval.

**49. Bonus Personal Day**

The Board will provide one (1) additional paid personal day to any employee who has used NO DISABILITY LEAVE, SICK LEAVE, OR PERSONAL DAYS during the full school year. Permission to use this additional day is subject to the approval of the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable.

**50. National Guard/Armed Services Leave**

The provisions of the Uniformed Services Employment and Re-employment Rights Act (USERRA) will apply to all eligible bargaining unit members.

**51. Leave For Juror Or Witness Service**

Employees who are subpoenaed as witnesses in a civil or criminal case, or who are called for service on a jury, will be granted paid leave for the time they are unable to report to work. The employee will transmit any monies received from such assignment, other than those paid for personal expenses (e.g., travel) to the Board.

**52. General Unpaid Leave Of Absence**

A leave of absence without pay or benefits may be granted with the written approval of the Superintendent and the Board after an employee has been employed in the District for at least three (3) years.

**53. Unpaid Leave Of Absence For Maternity Or Adoption**

Upon application to and approval of the Superintendent, a maternity leave of absence may be granted to a permanent female employee, without pay or benefits, for a period not to exceed two (2) years.

Upon application to and approval of the Superintendent, an adoption leave of absence may be granted to permanent employees adopting a minor child. This leave will commence upon custody of the child, or up to two (2) months prior to custody if necessary to fulfill the requirements of adoption.

Upon returning from such leave, the employee will be offered similar, although not necessarily identical employment with the District. All benefits to which an employee was entitled to at the time of the approved leave will be restored upon the employee's return to work.

**54. Family And Medical Leave**

The provisions of the Family And Medical Leave Act of 1993 will apply to all eligible bargaining unit members.

**55. Custodians Clothing Allowance/Shoe Allowance**

Effective July 1 of each year, each full-time employee in the School Custodians Bargaining Unit will receive an annual clothing allowance (excluding boots) of \$325 (pro-rated for part-time employees), which may be used to purchase clothing items listed below. This list may be modified by mutual agreement.

|                    |                     |
|--------------------|---------------------|
| Long-sleeve shirts | Short-sleeve shirts |
| Pants (Carhart)    | Shorts              |
| Polo shirts        | Rain gear           |
| Jackets            | Gloves              |
| Sweatshirts        |                     |

The employee shall place an order with the Director of Buildings & Grounds/Maintenance who will issue a voucher to pre-approved uniform distributors. The Director of Buildings & Grounds/Maintenance may require employees to use the clothing allowance to purchase a particular item of clothing when in the Director of Buildings & Grounds/Maintenance's discretion this is necessary to maintain appropriate levels of appearance.

No later than thirty (30) days after the completion of the probation period, or as soon as possible thereafter, employees will be issued new uniforms. Employees shall return to the District on an annual basis any clothing purchased by the Board that is no longer being used by the employee. Upon termination each employee must return all uniforms.

The District will provide one hundred dollars (\$100.00) annually for boots/shoes/sneakers provided the requests for reimbursement are submitted to the Business Office by June 1 of each year. The District will have the right to establish the specifications for boots/shoes/sneakers purchased under this section. Every effort will be made to place the uniform order so that it is received by the start of the school year.

**56. Cafeteria Uniforms**

Each member of the School Cafeteria Bargaining Unit will receive an annual stipend to purchase uniform shirts. Full time employees will receive an annual stipend of two hundred and fifty dollars (\$250.00). Part time employees (those working less than 29 hours per week when school is in session) will receive an annual stipend of two hundred dollars (\$200.00). Each member of the School Cafeteria Bargaining Unit will also be provided with a brochure and order form for the purpose of selecting their uniform shirts.

**57. Retirement**

All employees covered by this Agreement will participate in the New Hampshire State Employee's Retirement System in accordance with its terms.

**58. Direct Deposit**

The Board will, upon written request and authorization from the employee, forward said employee's paycheck as a direct deposit to any bank. The Board will not be held responsible for any delay experienced by the employees due to the transfer of funds through electronic transfer.

**59. Mileage**

Employees required or requested to use their personal vehicles in the course of their duty will be reimbursed based on the then-current IRS mileage reimbursement rate. Requests for mileage payments will be submitted to the District's Business Office for review, approval, and payment.

**60. Credit Union**

All employees are entitled to participate in the Lighthouse Federal Credit Union.

**61. Education Incentive**

The Board will pay the cost of any workshop or class that its employees are required to attend. The Board will also pay employees, at their regular hourly rate, for all training required by the Board. When the Board requires its employees to obtain any special certification, the Board will pay the cost of obtaining the special certification.

The Board will reimburse up to one hundred dollars (\$100.00) annually for courses taken by employees on their own time which are related to their jobs with the District. To receive reimbursement, the course must receive prior approval from the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable, and the employee must successfully complete the course. The total budget for this benefit will be capped at one thousand dollars (\$1,000.00) per year.

The District will adopt a cross-training program in each school.

The Board will provide members of the School Cafeteria Bargaining Unit an annual membership in the School Nutrition Association.

**HOURS OF WORK, OVERTIME, AND SCHEDULING**

**62. Normal Work Week**

For members of the School Custodians Bargaining Unit, the normal work week will consist of five (5) consecutive days, Monday through Saturday. The normal workday will consist of eight (8) consecutive hours within a twenty-four (24) hour period, exclusive of one half (1/2) hour for lunch for day shift employees and one half (1/2) hour for night shift employees.

For members of the School Cafeteria Bargaining Unit, hours of work will generally reflect the hours that school is open, and the normal work week will consist of five (5) consecutive days, Monday through Friday. Normal workday hours will be between 6:30 a.m. and 2:00 p.m., depending on the hours that school is scheduled.

**63. Work Schedule Changes**

For members of the School Custodians Bargaining Unit, the work schedule in effect may be changed by providing two (2) weeks' advance notice to those employees affected, stating the duration of the change. This shall not apply in an emergency. An emergency shall be defined as an unexpected event or happening.

For members of the School Cafeteria Bargaining Unit, the work schedule in effect may be changed by up to one (1) hour by providing one (1) weeks' advance notice to those employees

affected, stating the duration of the change. This shall not apply in an emergency. An emergency shall be defined as an unexpected event or happening.

Any changes not covered by this Article will only be by agreement of the parties.

**64. Call-In Requirement For Unscheduled Absences**

Except in the case of an emergency, employees will be required to call in at least two (2) hours prior to the start of their shift if they are taking unscheduled time off.

**65. Compensatory Time**

All employees will be paid for all hours worked according to the applicable rate of pay set by this Agreement. Compensatory time may be granted by mutual agreement of the employee and management, at the applicable rate. If granted, compensatory time must be taken within the same pay period it is earned and granted.

**66. Posting Hours/Shifts**

Hours of work and work shifts will be posted on the bulletin boards at each of the schools, once a year, in the month of July.

**67. Breaks**

For members of the School Custodial Bargaining Unit, a fifteen (15) minute break will be granted to each employee during each four (4) consecutive hours of work.

For members of the School Cafeteria Bargaining Unit, a ten (10) minute break will be granted to each employee working four (4) hours or more, and an additional ten (10) minute break will be granted to each employee working six (6) hours or more. For members of the School Cafeteria Bargaining Unit, the Board will also provide, at its cost, one (1) meal per day to each employee while they are working.

**68. Overtime**

Employees will be paid one and one-half (1 ½) their regular rate of pay for all hours worked over forty (40) in any single week.

**69. Overtime Eligibility/Custodial Supervisors**

Custodial Supervisors will not be eligible for custodial overtime until all eligible custodians covered by this Agreement are given an opportunity to work such overtime in the building where the overtime occurs.

**70. Non-School Related Work**

Employees who are requested to perform and who do perform non-school related work (non-school related work is when the District will receive reimbursement from another party for the employee's hours of work) will be paid at one and one-half (1 ½) times their regular rate of pay for all such hours worked. Employees who perform non-school related work on Sundays will be paid two (2) times their regular rate of pay for all such hours worked.

**71. No Attempt To Avoid Payment Of Overtime**

The District will not interrupt an employee's normal workday or normal work week to avoid payment of overtime.

**72. Special Procedures For Overtime**

All members of the School Custodians Bargaining Unit will be considered equally for overtime shifts. Only those members of the School Cafeteria Bargaining Unit who have placed their name on the annual overtime list, posted by the Board for the first three (3) weeks of September, will be considered for overtime shifts.

Overtime will be offered first to employees in the building where the overtime occurs through the process of most senior to least senior employee (temporary and probationary employees will be included after the least senior employee). Should all building employees where the overtime occurs decline overtime, the least senior employee will be required to take the overtime, on a rotating basis.

The Union will provide the Board with a list of employees willing to perform overtime in schools other than those in which they are currently assigned. Such employees may be used in overtime situations at the assigning supervisor's discretion, but outside employees shall not be assigned overtime until all employees in the building where the overtime occurs have declined such assignment.

In case of an emergency, management may address scheduling needs from outside the provisions of this Article. An emergency shall be defined as an unexpected event or happening.

**73. Substitutes**

The District will attempt to establish and maintain a list of qualified substitute employees as well as a list of employees desiring work beyond their regular schedules. The list of substitutes will be posted in an accessible place for review. For purposes of this provision, a substitute will mean a temporary replacement for a regular employee. Substitutes may be used for absences of one (1) or more days. A reasonable effort will be made to find substitutes to replace members of the bargaining unit who are out of work for four (4) or more consecutive work days.

**74. Minimum Pay For Call-Ins**

Employees who are called in to work outside their regularly scheduled working hours will be paid a minimum of three (3) hours at one and one-half (1 ½) times their regular hourly rate of pay.

**DISCIPLINE AND GRIEVANCE PROCEDURE**

**75. Disciplinary Actions**

All disciplinary actions will be applied in a fair manner and will be consistent with the infraction.

All suspensions and discharges must be in writing with reasons stated and a copy given to the employee and the Vice-President and the Shop Steward at the time of suspension or discharge.

Employees may be transferred for cause or when it is determined to be in the best interest of the District. The employee being transferred will replace the least senior person in the school to

which the employee is being transferred. The employee being bumped will be put in the position vacated because of the transfer.

Disciplinary action will follow this order:

- Verbal warning
- Written warning
- Suspension without pay [five (5) days maximum]
- Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. An employee may be suspended or discharged without written or verbal warning for the following reasons:

- Misconduct during employment
- Incompetency or inefficiency
- Failure to perform assigned duties
- Disobedience to a superior
- Failure to observe rules and regulations
- Incompatibility with other employees
- Unauthorized absence from duty
- Being under the influence of liquor or illegal drugs while on duty
- Drinking intoxicating beverages and using illegal drugs on duty
- Falsifying sickness or any other cause of absence
- Falsifying time cards

**76. Just Cause**

No employee will be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.

**77. Written Reprimands**

Written reprimands will remain in the employee's personnel file. However, after two (2) years, provided there are no similar infractions, written reprimands will not be considered as a basis for future discipline. If discipline involves misconduct of any type against a minor, this limitation will not apply.

**78. Suspension Notices**

Suspension notices will remain in the employee's personnel file. However, after three (3) years, provided there are no similar infractions, suspension notices will not be considered as basis for future discipline. If discipline involves misconduct of any type against a minor, this limitation will not apply.

**79. Grievance Definition**

A grievance for the purpose of this Agreement is a complaint against the employer by an employee or the Union with respect to the meaning and/or application of a provision of this Agreement.

## **80. Grievance Deadline**

A grievance must be filed within eight (8) working days of its occurrence or when the employee, by reasonable diligence, should have known of its occurrence.

## **81. Grievance Procedure**

Grievances will be processed in the following manner:

- A. An employee (or the Union) who has a grievance will discuss the grievance with their steward. An initial meeting will be held among the employee, a Union representative, and the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable, for the purpose of determining if the matter can be resolved informally.
- B. If an employee is not satisfied with the informal resolution of the matter, a grievance may be filed with the Business Administrator within five (5) working days after the meeting with the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable. The grievance will be in writing and on an official grievance form. The Business Administrator will meet with the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable, the employee, and the Union representative, and render a decision in writing within five (5) days after the meeting.
- C. The decision by the Business Administrator may be appealed in writing to the Superintendent of Schools within five (5) working days of receipt of the decision. The Superintendent of Schools will have four (4) working days to render a decision in writing.
- D. The decision by the Superintendent may be appealed in writing to the School Board. The request for a hearing must be sent in writing to the School Board within ten (10) working days of Superintendent's decision. The School Board will have twenty (20) working days to render a decision in writing.
- E. If the Union is not satisfied with the disposition of the grievance by the School Board, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representatives of the Department involved, the Superintendent's office, the School Board, and the Union will meet to determine if the grievance can be settled without arbitration. If no agreement can be reached to resolve the grievance, any dispute, claim, or grievance arising out of or relating to the interpretation of the application of this Agreement may be submitted to arbitration.
- F. If the parties cannot mutually agree to an arbitrator, then the parties will select an arbitrator using the New Hampshire Public Employee Labor Relations board and its procedures. The parties further agree to accept the arbitrator's award as final and binding. The cost of the arbitration will be shared equally.
- G. Should the Union wish to submit a grievance to arbitration, it must notify the School Board in writing within thirty (30) working days following the Union's receipt of the School Board's underlying decision or it will be considered untimely and the Union's right to arbitration will be waived.

- H. An arbitrator will have no authority to change, alter, or amend any provisions in the Agreement.
- I. The parties agree that any arbitration award rendered under this Agreement may be subject to review as set forth in NH RSA 542.

## **MISCELLANEOUS PROVISIONS**

### **82. Filling Vacancies And New Positions**

The Board, acting through its designee, reserves the right to make transfers to fill vacancies and to fill new positions on the basis of, among other relevant qualifications, ability, performance, and attitude, but will consider seniority when all other qualifications are deemed equal. Similarly qualified internal candidates will be given preference over external candidates.

The Vice-President and Shop Steward will receive copies of all unit vacancies and new jobs. If vacancies or new jobs are not to be filled or cannot be filled, the Board will notify the Vice-President and the Shop Steward no later than thirty-five (35) workdays after the position was posted or if the Board, prior to posting, decides not to fill said vacancy or new position.

Supervisors will also make a good faith effort to keep employees informed of any openings or transfers that occur in the District.

Vacancies and new jobs will be posted for five (5) working days in each school to allow employees the opportunity to apply. Job postings will include job specifications, job location, shift and hours, if the job is permanent with a permanent rating, and whether the job is open because a person has been granted a leave of absence.

When a vacancy, as determined by the Superintendent or their designee occurs, the position will be filled as soon as practicable. After the position is awarded, the name of the person who has been awarded the position will be posted for five (5) working days. Any candidate who has applied for the posted position may, in writing, request a meeting with the Director of Buildings & Grounds/Maintenance or the Director of School Nutrition, as applicable, and the Human Resources Director to discuss the reason(s) why they were not selected. Said meeting should take place no later than five (5) days after the written request has been made. When dispute remains as to the proper person having been chosen to fill any job, the dispute will be settled using the contractual grievance procedure. All employees who are successful candidates for a vacancy or a new job will be given a reasonable opportunity to learn that job. If the employee fails to learn the job, management will have the right to transfer the employee back to their previous job for a period not to exceed thirty (30) calendar days. Further, any employee who is promoted under this provision will have a one (1) week period to try the new position, during which time the employee may elect to return to their previous job. This provision will also apply to promotions outside the bargaining units.

### **83. Filling Management Positions**

Vacancies in management positions will be posted in each school to allow employees the opportunity to notify the Board of their interest in the position.

### **84. Seniority**

An employee's seniority will commence with their date of hire by the District and will continue for as long as they are employed in the District in a position covered by their bargaining unit.

The Department will post a seniority list on January 1st of each year. An employee will not forfeit seniority for absences caused by the following:

- Illness resulting in total/temporary disability due to their regular work with the District, certified by an affidavit from the worker's compensation carrier;
- Illness not the result of misconduct resulting in total/temporary disability certified by a physician; and
- Duty with the Armed Forces.

Seniority is forfeited by voluntary resignation, discharge for just cause, or retirement. Bargaining unit seniority alone shall be the determining factor in applying any re-employment list after a reduction in force, choosing vacations, and determining eligibility for overtime. A three (3) week notice by certified mail shall be sent to any employee to be laid off, copies to be sent to the Union.

**85. Re-employment List After A RIF**

In the event of a reduction in force and a subsequent rehiring, the employee with the most bargaining unit seniority at the time of the reduction in force will be hired back first. All employees who have been included in a reduction in force will be kept on a re-employment list for a period of two (2) years. Qualified and available permanent employees will be reinstated before new employees are hired.

**86. Evaluations**

By May 1 of each year, all employees will be evaluated by their immediate supervisor. All employees will then have a conference with their supervisor to explain the evaluation. After the conference, both the employee and the supervisor will initial the evaluation, indicating only that the evaluation has been read and not indicating agreement. The employee will then have thirty (30) days to attach a written response to the evaluation.

**87. Safety**

The Board shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Board and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members will comply with the Board's rules and regulations relating to safety, economy, and efficiency of services to the Board, the District, and to the public.

**88. Proper Care**

The Union and its members agree to exercise proper care and to be responsible for all School Board property issued or entrusted to them.

**89. Personnel Files**

Employees may make copies of all material placed in their personnel file. A forty-eight (48) hour notice by the employee is required to review their personnel file. No written material concerning an employee's conduct, service, character or personality while on the job will be placed in the employee's personnel file unless the employee has had an opportunity to read and

initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

No information contained in the personnel file of an employee will be released to an outside person or agency without prior approval of the employee, except to verify employment, duration of employment, and/or confirmation of wages. Any documents to be placed in a personnel file will be photocopied and sent to the employee at the same time they are placed in the personnel file. No document may be used against an individual if a copy has not been given to the individual.

**90. Summer School Vacation And Non-School Days**

Members of the School Custodians Bargaining Unit will be given the opportunity to work day shifts whenever possible during the summer school vacation at the discretion of their supervisors. No members of the School Custodians Bargaining Unit will be required to work weekends during summer school vacation. This does not apply in cases of emergency or special functions. By mutual agreement between the Director of Building & Grounds/Maintenance and the effected member(s) of the School Custodians Bargaining Unit, a work week of four (4) ten (10) hour days may be implemented during summer school vacation.

**91. Related Employees**

No employee related to another employee will be permitted to work in the same building if one of the employees is in a supervisory capacity.

**92. School Nutrition Association Membership**

The Board will provide members of the School Cafeteria Bargaining Unit with annual membership in the School Nutrition Association and will cover the full cost of membership.

**93. Copies**

An electronic copy of this Agreement will be maintained by the Portsmouth School District/City of Portsmouth web site for the duration of the Agreement.

**94. Current Benefits**

Nothing in this Agreement, either by inclusion or exclusion, will be interpreted as limiting benefits now enjoyed by the members of the bargaining units.

**DURATION**

This Agreement will be in full force and effect from July 1, 2025 through June 30, 2028 and will continue from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to January 1, 2028. Where no such cancellation or termination notice is served, and the parties desire to continue this Agreement but also desire to negotiate changes or revisions to the Agreement, either party may serve upon the other a notice at least one hundred twenty (120) days prior January 1, 2028 advising that the party desires to revise or change terms or conditions of the Agreement. The Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

**SIGNATURES**

EXECUTED THIS DAY OF \_\_\_\_\_

FOR THE PORTSMOUTH SCHOOL BOARD

FOR LOCAL #1386 AMERICAN  
FEDERATION OF STATE,  
COUNTY MUNICIPAL  
EMPLOYEES AFL-CIO.

\_\_\_\_\_  
Lisa Rapaport  
School Board Chair

\_\_\_\_\_

\_\_\_\_\_  
Zachary McLaughlin  
Superintendent of Schools

\_\_\_\_\_

\_\_\_\_\_  
Thomas Closson  
City Negotiator

\_\_\_\_\_

APPROVED BY THE PORTSMOUTH CITY COUNCIL \_\_\_\_\_

**APPENDIX I**  
**WAGES**

|        | <u>CUSTODIAN</u><br><u>DAY</u> | <u>CUSTODIAN</u><br><u>NIGHT</u> | <u>CAFETERIA I</u> | <u>CAFETERIA I</u><br><u>CERTIFIED</u> | <u>CAFETERIA II</u> | <u>CAFETERIA II</u><br><u>CERTIFIED</u> |
|--------|--------------------------------|----------------------------------|--------------------|--|---------------------|---|
| STEP 1 | \$ 17.88                       | \$ 18.71                         | \$ 16.64           | \$ 17.15                               | \$ 17.67            | \$ 18.18                                |
| STEP 2 | \$ 18.97                       | \$ 19.80                         | \$ 17.41           | \$ 17.93                               | \$ 18.44            | \$ 18.95                                |
| STEP 3 | \$ 20.15                       | \$ 20.97                         | \$ 18.18           | \$ 18.70                               | \$ 19.21            | \$ 19.72                                |
| STEP 4 | \$ 22.36                       | \$ 23.18                         | \$ 18.95           | \$ 19.47                               | \$ 19.98            | \$ 20.50                                |
| STEP 5 | \$ 23.91                       | \$ 24.73                         | \$ 19.72           | \$ 20.24                               | \$ 20.75            | \$ 21.27                                |

**APPENDIX II**

**LONGEVITY STIPENDS**

|                | <b><u>CUSTODIANS</u></b> | <b><u>CAFETERIA</u></b> |
|----------------|--------------------------|-------------------------|
| After 5 Years  | \$ 890                   | \$ 853                  |
| After 10 Years | \$ 1,017                 | \$ 892                  |
| After 15 Years | \$ 1,144                 | \$ 930                  |
| After 20 Years | \$ 1,273                 | \$ 966                  |
| After 25 Years | \$ 1,398                 | \$ 1,005                |
| After 30 Years | \$ 1,552                 | \$ 1,045                |

**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**

---

**JUNE PHILBROOK, CNHDMC  
CLERK PRO TEMPORE**

**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:**

---

**DEAGLAN MCEACHERN, MAYOR**

**ADOPTED BY CITY COUNCIL  
DATE**

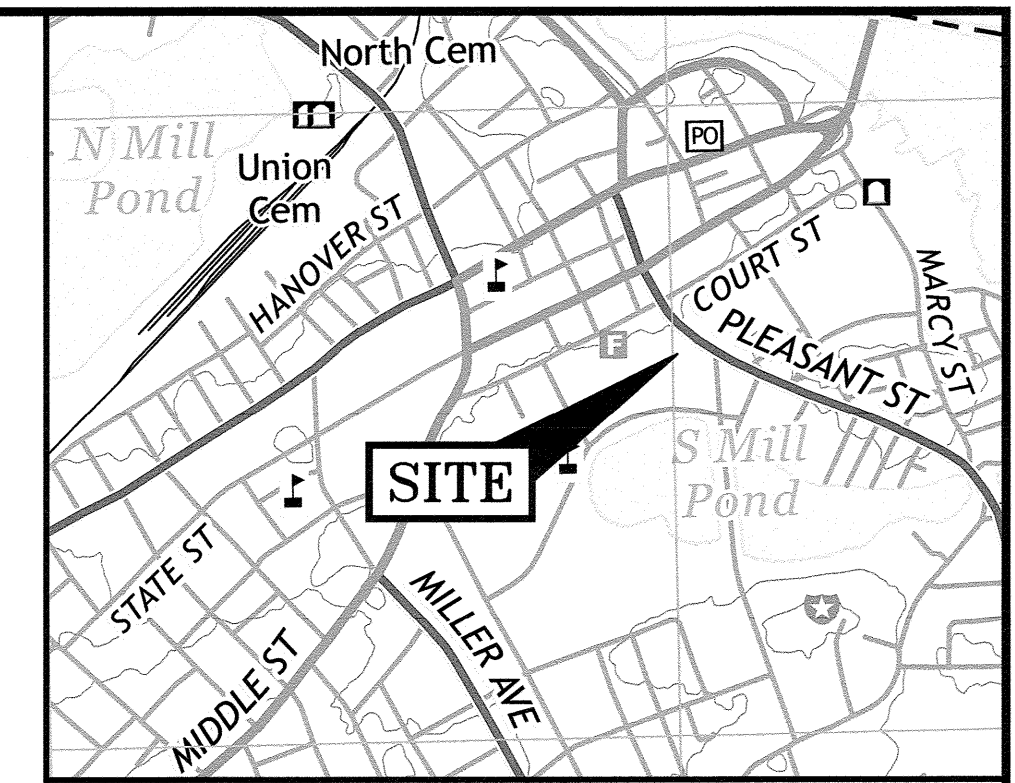
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**JUNE PHILBROOK, CNHDMC  
CLERK PRO TEMPORE**

**DRAFT**



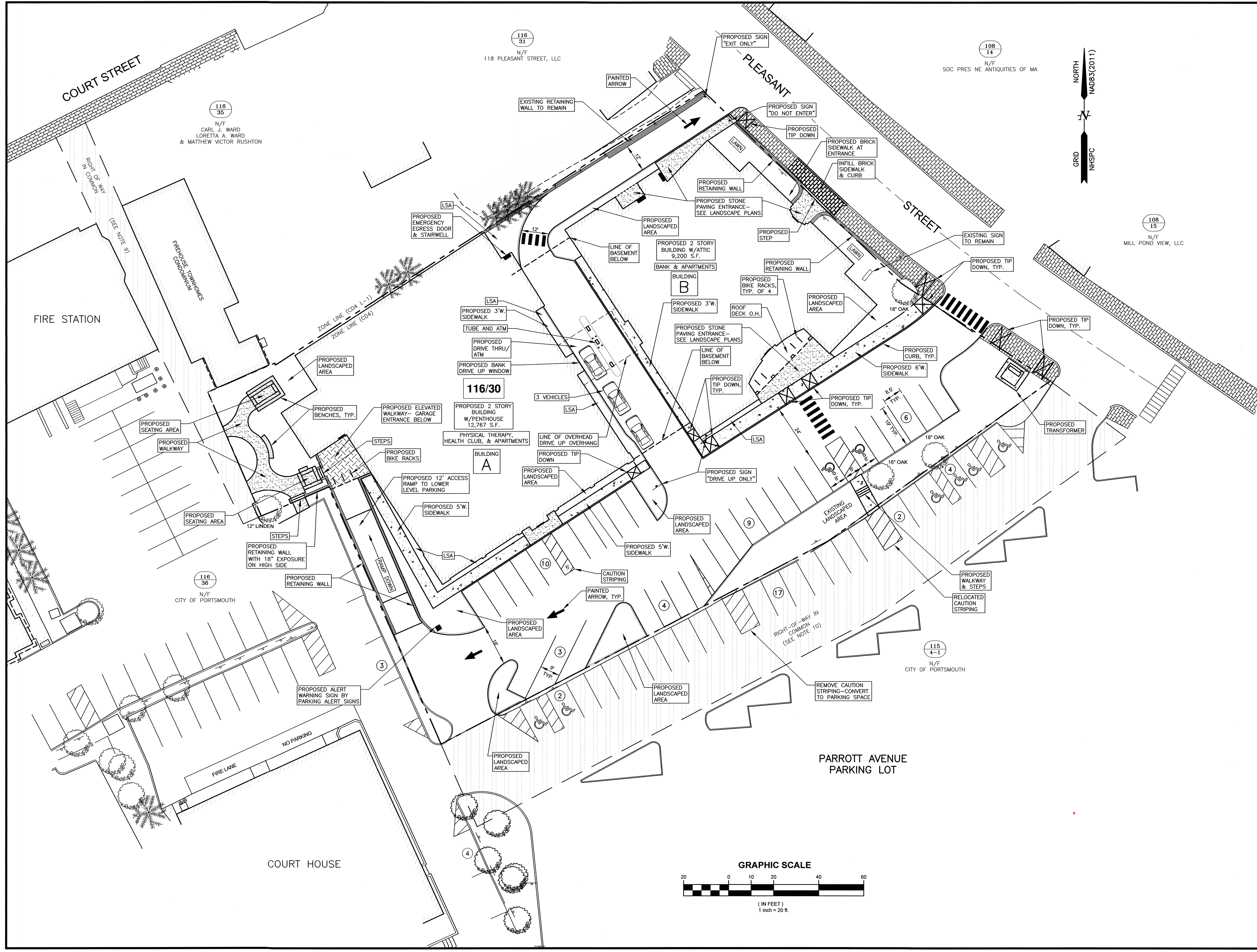
# CM Action Item F



LOCATION MAP SCALE: 1" = 1,000'

### NOTES:

- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S TAX MAP 116 AS LOT 30.
- 2) OWNERS OF RECORD:  
DOUBLE MC, LLC  
10 PLEASANT STREET SUITE 400  
PORTSMOUTH, N.H. 03801  
RCRD 6505/2411
- 3) PARCEL IS NOT IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM PANEL 33015C0259F. EFFECTIVE JANUARY 29, 2021.
- 4) EXISTING LOT AREA:  
53,084 S.F.  
1.22 ACRES
- 5) PARCEL IS LOCATED IN THE CHARACTER DISTRICT 4 (CD4) DISTRICT.
- 6) DIMENSIONAL REQUIREMENTS: SEE PORTSMOUTH ORDINANCE FOR REQUIREMENTS.
- 7) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED MIXED USE DEVELOPMENT ON ASSESSOR'S MAP 116, LOT 30 IN THE CITY OF PORTSMOUTH.
- 8) VERTICAL DATUM IS NAVD88. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS.
- 9) PARCEL IS BENEFITED BY A RIGHT OF WAY TO COURT STREET AS DESCRIBED IN RCRD 1257/466.
- 10) PARCEL IS BENEFITED BY A RIGHT OF WAY AS DESCRIBED IN RCRD 2975/349 AND SHOWN ON RCRD D-18880 AND RCRD D-26343.
- 11) ABUTTER INFORMATION TAKEN FROM THE CITY OF PORTSMOUTH ASSESSOR'S GIS WEBSITE.



| REV. | DATE       | DESCRIPTION        | SJR | JRC |
|------|------------|--------------------|-----|-----|
| 0    | 01-21-2026 | ISSUED FOR COMMENT |     |     |

DRAWING ISSUE STATUS

**PERMIT PLANS**

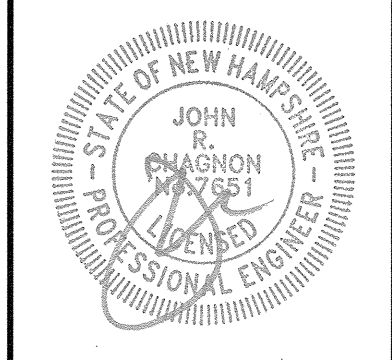


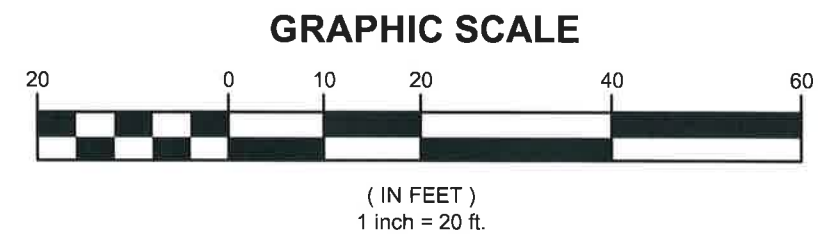
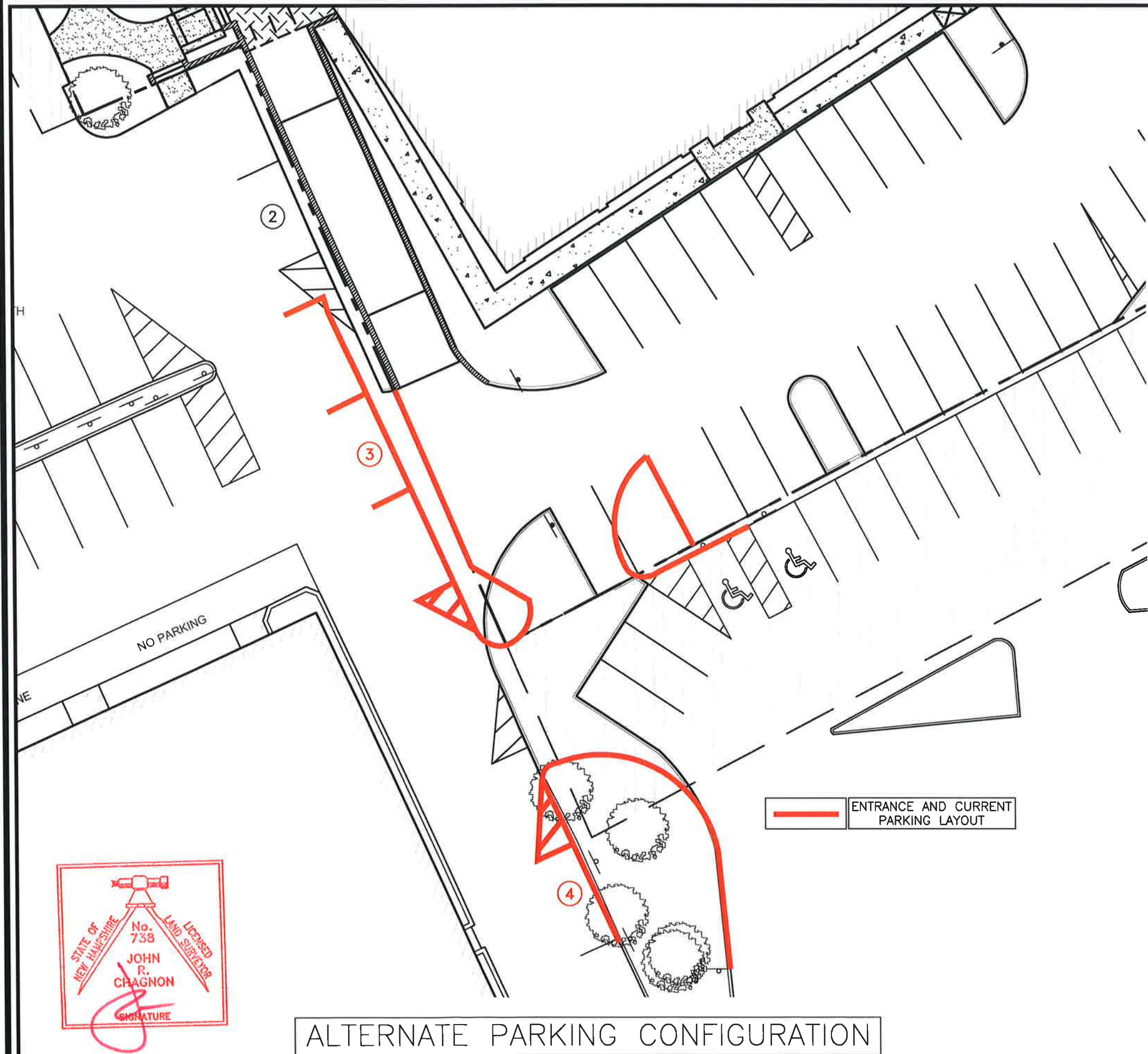
**HALEY WARD**  
ENGINEERING | ENVIRONMENTAL | SURVEYING  
200 Griffin Road, Unit 14  
Portsmouth, NH 03801  
603-430-9282  
WWW.HALEYWARD.COM

PROJECT  
**DOUBLE MC, LLC**  
134 PLEASANT STREET PORTSMOUTH, N.H.

TITLE  
**ALTERNATE SITE PLAN**

|                             |                                   |
|-----------------------------|-----------------------------------|
| DATE<br>JULY 2025           | SCALE<br>1"=20'                   |
| DRAWN BY<br>SJR             | DESIGNED BY<br>---                |
| CHECKED BY<br>JRC           |                                   |
| PROJECT NO.<br>5010156-1532 | FIELD BOOK / PAGE<br>FB 276 PG 60 |
| DRAWING NO.<br><b>C102A</b> | REV.<br><b>0</b>                  |





SITE REDEVELOPMENT  
134 PLEASANT STREET  
PORTSMOUTH, N.H.

SCALE: 1"=20'

JANUARY 2026



## HALEYWARD

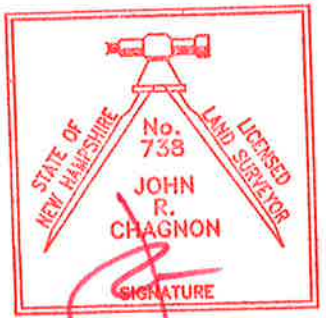
ENGINEERING | ENVIRONMENTAL | SURVEYING

200 Griffin Rd. Unit 14  
Portsmouth, New Hampshire 03801  
603.430.9282

WWW.HALEYWARD.COM

FB 276 PG 60

5010156.1532



ALTERNATE PARKING CONFIGURATION

P:\N\5010156-McNabb\_Properties\1532-134-Pleasant St., Portsmouth.JRC\02-CAD\_Files\Civil\5010156.1532-Site 2025.dwg, 1/6/2026 10:45:50 AM



**Property Information**

**Property ID** 0115-0004-0001  
**Location** PARROTT AVE  
**Owner** CITY OF PORTSMOUTH



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

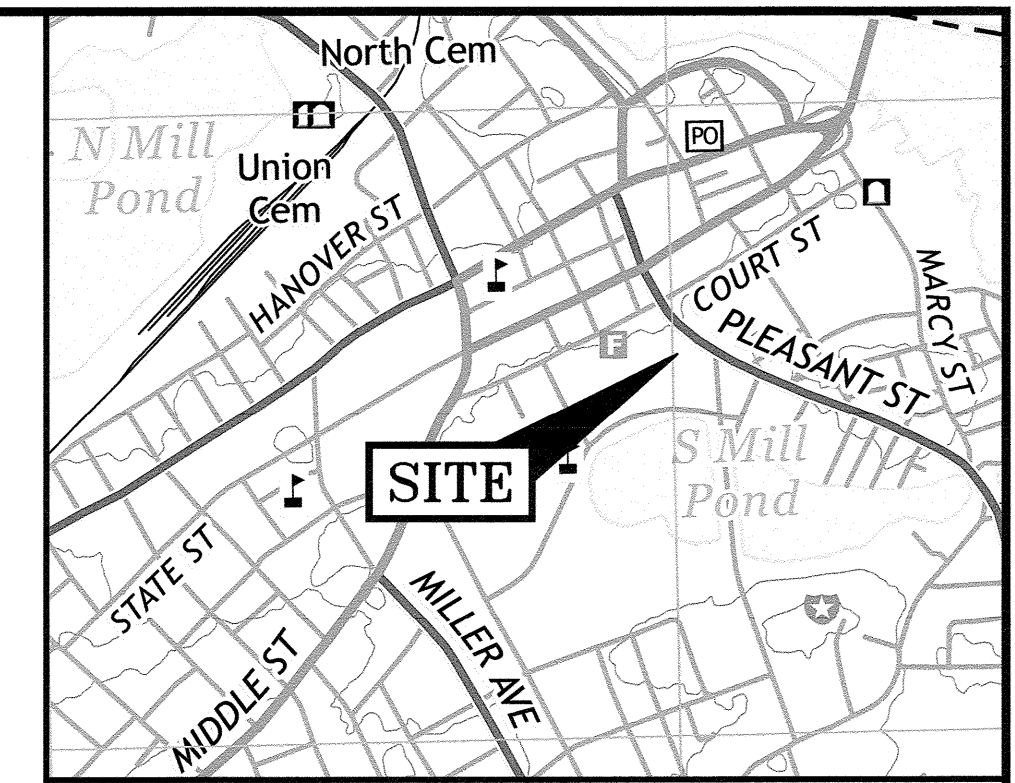
City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 03/06/2026

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

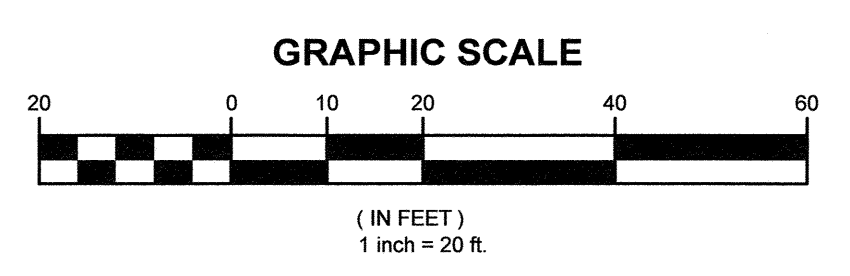
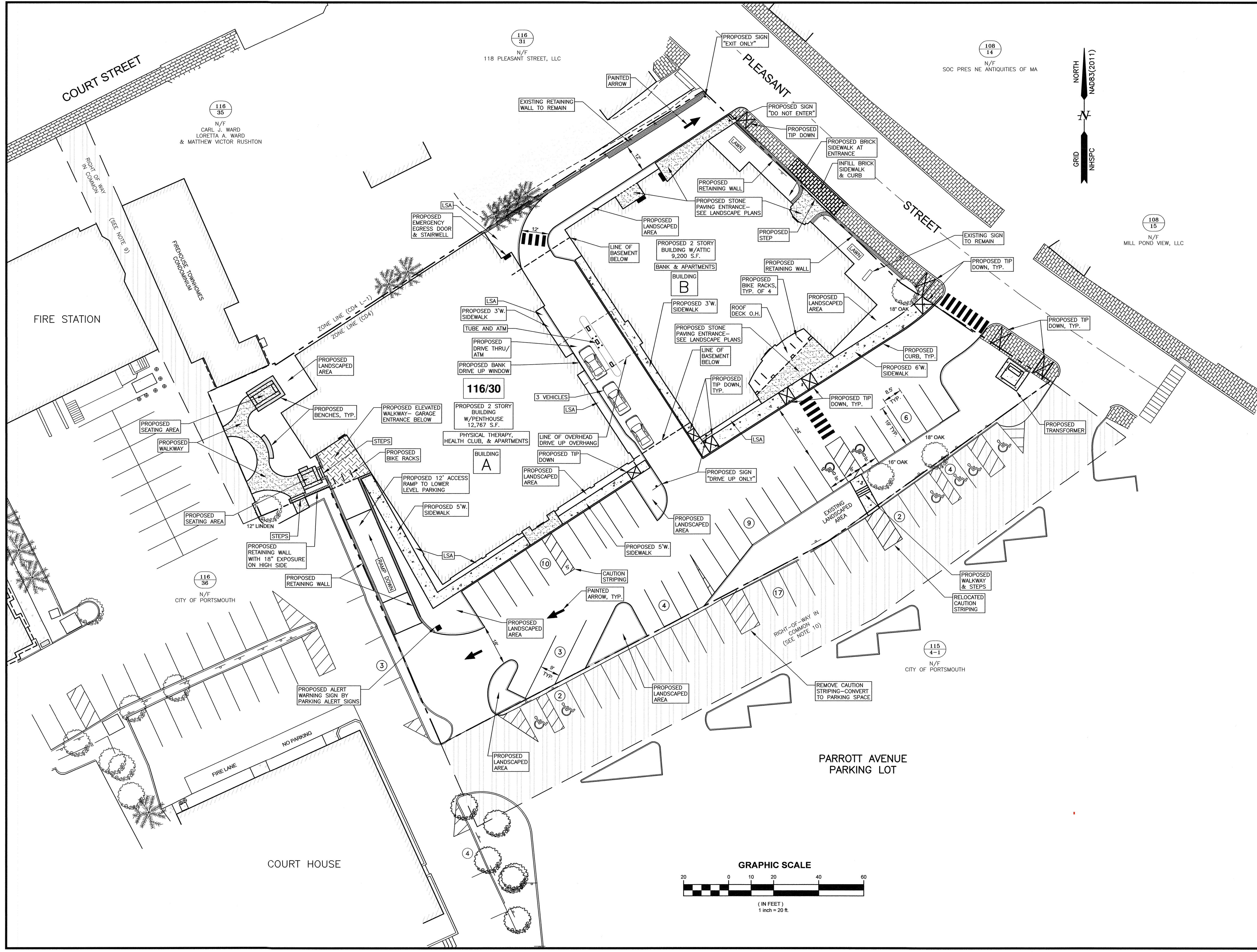


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  - 5) PARCEL IS LOCATED IN THE CHARACTER DISTRICT 4 (CD4) DISTRICT.
  - 6) DIMENSIONAL REQUIREMENTS: SEE PORTSMOUTH ORDINANCE FOR REQUIREMENTS.
  - 7) THE PURPOSE OF THIS PLAN IS TO SHOW A PROPOSED MIXED USE DEVELOPMENT ON ASSESSOR'S MAP 116, LOT 30 IN THE CITY OF PORTSMOUTH.
  - 8) VERTICAL DATUM IS NAVD83. BASIS OF VERTICAL DATUM IS REDUNDANT RTN GNSS OBSERVATIONS.
  - 9) PARCEL IS BENEFITED BY A RIGHT OF WAY TO COURT STREET AS DESCRIBED IN RCRD 1257/466.
  - 10) PARCEL IS BENEFITED BY A RIGHT OF WAY AS DESCRIBED IN RCRD 2975/349 AND SHOWN ON RCRD D-18880 AND RCRD D-26343.
  - 11) ABUTTER INFORMATION TAKEN FROM THE CITY OF PORTSMOUTH ASSESSOR'S GIS WEBSITE.



| REV. | DATE       | DESCRIPTION        | SJR | JRC |
|------|------------|--------------------|-----|-----|
| 0    | 01-21-2026 | ISSUED FOR COMMENT |     |     |

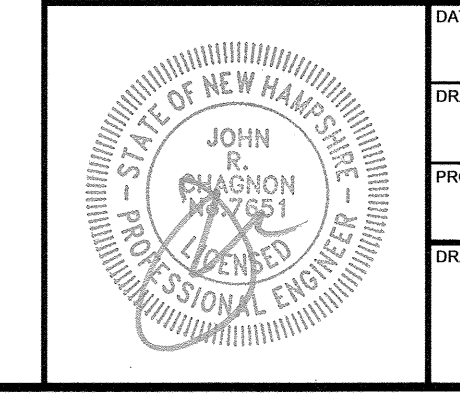
**PERMIT PLANS**

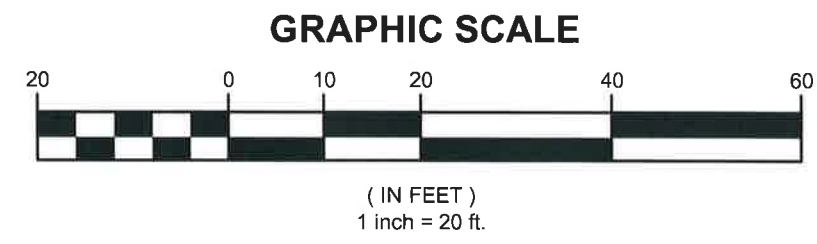
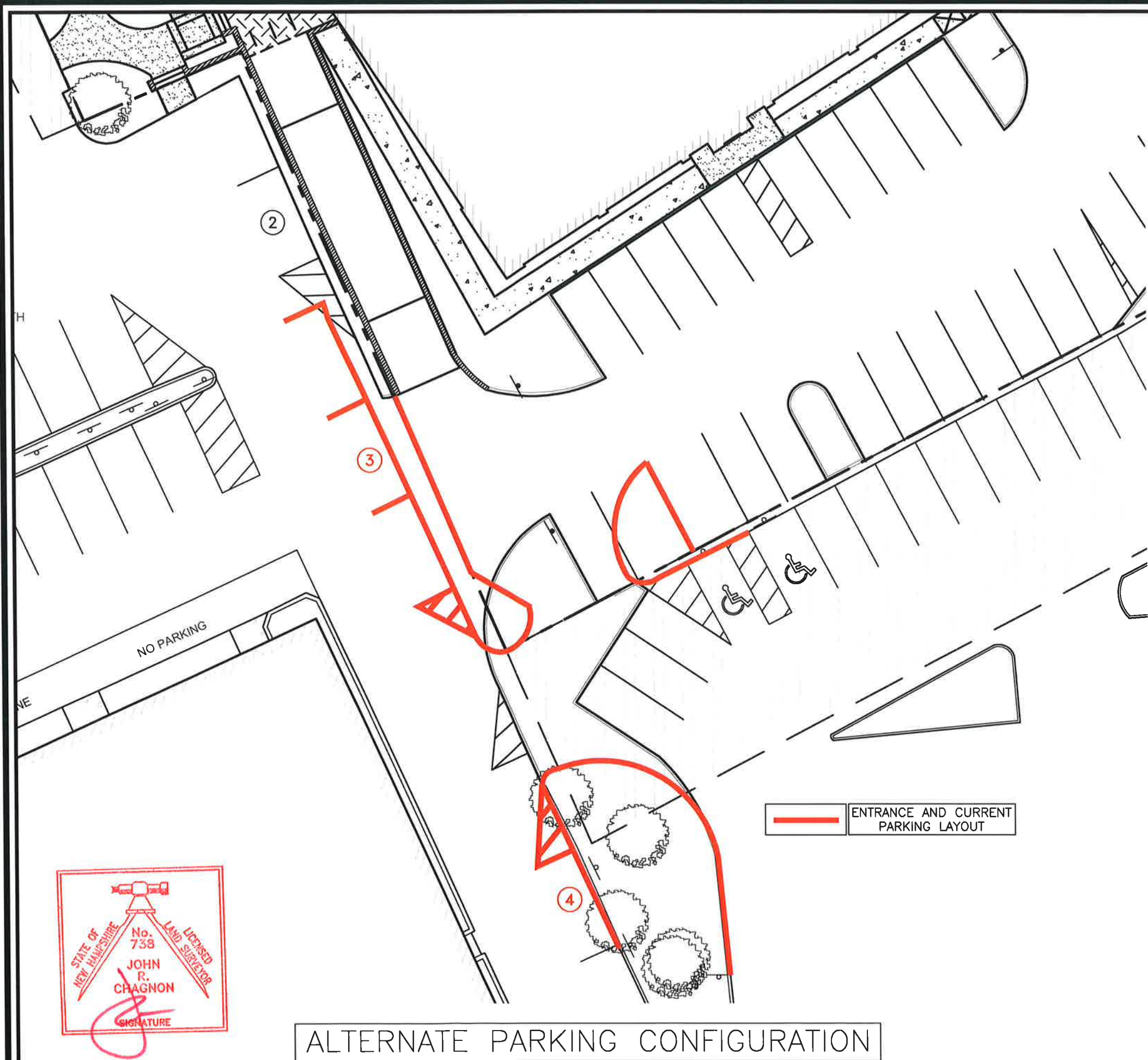


PROJECT  
**DOUBLE MC, LLC**  
134 PLEASANT STREET PORTSMOUTH, N.H.

**ALTERNATE SITE PLAN**

|                             |                                   |                   |
|-----------------------------|-----------------------------------|-------------------|
| DATE<br>JULY 2025           | SCALE<br>1"=20'                   |                   |
| DRAWN BY<br>SJR             | DESIGNED BY<br>---                | CHECKED BY<br>JRC |
| PROJECT No.<br>5010156-1532 | FIELD BOOK / PAGE<br>FB 276 PG 60 |                   |
| DRAWING No.<br><b>C102A</b> |                                   | REV.<br><b>0</b>  |





SITE REDEVELOPMENT  
134 PLEASANT STREET  
PORTSMOUTH, N.H.

SCALE: 1"=20'

JANUARY 2026



## HALEYWARD

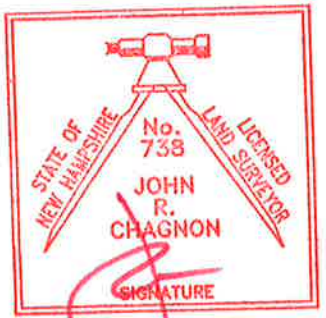
ENGINEERING | ENVIRONMENTAL | SURVEYING

200 Griffin Rd. Unit 14  
Portsmouth, New Hampshire 03801  
603.430.9282

WWW.HALEYWARD.COM

FB 276 PG 60

5010156.1532



ALTERNATE PARKING CONFIGURATION

P:\N\5010156-McNabb\_Properties\1532-134-Pleasant St., Portsmouth.JRC\02-CAD\_Files\Civil\5010156.1532-Site 2025.dwg, 1/6/2026 10:45:50 AM



**Property Information**

**Property ID** 0115-0004-0001  
**Location** PARROTT AVE  
**Owner** CITY OF PORTSMOUTH



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

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

Geometry updated 03/06/2026

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



Ms. Karen Conard, City Manager  
Portsmouth City Hall  
1 Junkins Ave  
Portsmouth, NH 03801

March 24, 2026

Dear Ms. Conard,

Our 2026 Black Heritage Trail Juneteenth celebration, which will take place on June 19, 21, 27, and 28 will continue our mission to remember, reflect and celebrate resilience, culture and community. We are writing the city to ask permission to use the African Burying Ground Memorial for an event on June 19th and Pierce Island for another on June 28th.

**African Burying Ground Memorial** (also streaming live) Thursday, June 19, 10:30 AM -1PM **THE HEALING RHYTHM OF THE DRUMS**: This commemorative event is a gathering honoring the lives and legacies of those excluded from America's founding promises - Native Americans, Africans and African Americans, immigrants, Latinos and other marginalized communities. The healing beat of the drums provided by **Akwaaba Ensemble**, an African drumming and dance group and a ceremony in partnership with the Seacoast African American Cultural Center (SAACC) will honor the ancestors who survived upon these shores. This year, we will begin the event with a drumming workshop for children, after finishing the Freedom Walk from Kittery, ME to the Burying Ground hosted by SAACC.

On June 28, 2026 at 10:00 AM, the Black Heritage Trail intends to celebrate the country's 250th Anniversary along with our Juneteenth Celebration. In partnership with the Independence Museum and Exeter Historical Society, BHTNH invites the public to join us for a moving, immersive journey through New Hampshire's Black Revolutionary War history. Our day begins on **Pierce Island in Portsmouth** with an opening ceremony and musket salute, grounding us in the revolutionary moment when ideas of liberty, freedom, and independence were articulated, though not yet extended to all. From there, participants will board a bus for a guided historical tour tracing the lives and legacies of Black New Hampshire patriots from Portsmouth, Newmarket, and Exeter. The bus will bring participants to The American Independence Museum for a light lunch and small exhibit viewing. The bus will be taking participants back to their vehicles in Portsmouth around 2:30 PM.

We believe that utilizing these spaces enhances the experience of Juneteenth for the Portsmouth community, and brings greater public attention to the meaning of this federal holiday and we thank you for your consideration.

Sincerely,

JerriAnne Boggis, Executive Director



January 14, 2026

Karen Sawyer-Conard  
City Manager  
1 Junkins Avenue  
Portsmouth, NH 03801

Dear Karen,

The Northern New England Chapter of the Cystic Fibrosis Foundation is once again planning the CF Cycle for Life for the 2026 fall season. This 35/65/100-mile one-day bicycle tour will travel the coastline and mainland of NH and ME, from Rye to Wells, and circle back to Kittery via North Berwick, South Berwick, and Eliot. There will be approximately 100 participants pedaling for a cure.

Since its inception, the CF Cycle for Life has raised over \$1.5 million, helping to continue the battle against cystic fibrosis (CF), a genetic disease for which there is currently no cure. To accomplish this goal, I wanted to contact you today to inform you about our ride and ensure that we will have approval.

On Saturday October 3, 2026, the cyclists will begin the tour at 7:30 a.m. from Tributary Brewery in Kittery, Maine. Cyclists will generally travel between 10-25 mph as they travel the route that brings them back to Kittery no later than 4:00 p.m.

We will be contacting the town managers and police chiefs along the route to communicate our plans and to receive approval to cycle on the roads. Additionally, we will need to mark the route approximately every ½ mile. These marks are used to confirm cyclists are traveling in the correct direction. We have planned to mark the roads in your town during the week of September 28th. **If you have any questions regarding the ride or if any additional permits are required, please contact me at (800) 757-0203.**

I hope this letter provides the information you will need to review our request and answer your logistical questions about the CF Cycle for Life. If you have any questions or concerns, please do not hesitate to contact me at (800) 757-0203.

Sincerely,

A handwritten signature in blue ink that reads "Jodie".

Jodie Tsekrekas  
Development Director  
E: jtsekrekas@cff.org  
Cell 978-500-5934

\_\_\_\_\_  
Karen Sawyer Conard, City Manager

\_\_\_\_\_  
Or designee (Please Print Name)

I Karen Sawyer-Conard, am authorized by the Town of Portsmouth and grant permission to the Cystic Fibrosis Foundation's 2026 CF Cycle for Life to use town roads and facilities for cyclists on October 3, 2026.

**Cystic Fibrosis Foundation - Northern New England Chapter**  
20 Trafalgar Square, Suite 447, Nashua, NH 03063  
603.598.8191 | 800.757.0203  
E: northern-newengland@cff.org

New Hampshire Soccer Club LLC  
Attn: Caleb & Samantha Ginsberg  
303 Bartlett Street  
Portsmouth, NH 03801  
(603.721.9764)  
ginsberg.caleb@gmail.com

March 23, 2026

Mayor Deaglan McEachern &  
Portsmouth City Council  
1 Junkins Avenue  
Portsmouth, NH 03801  
cc: Karen Conard, City Manager

Re: ***Request for Permission to Host Youth Futsal (Court Soccer) Tournament on the Basketball and Tennis Courts at South Mill Pond Recreational Complex - Saturday, August 1, 2026 (Rain Date: August 8, 2026)***

Dear Mayor McEachern & Portsmouth City Councilors:

We are reaching out on behalf of [New Hampshire Soccer Club LLC](#), a recently formed local organization coordinating soccer related events across New Hampshire to benefit local communities.

As part of our community-focused efforts here in Portsmouth (and building on World Cup enthusiasm this summer), we would like to host a girls & boys futsal ([court soccer](#)) tournament in town, in partnership with [Samba X](#) (a Manchester-based youth soccer skill development organization) on **Saturday, August 1, 2026**. The event would likely run in two sessions - late morning into early afternoon (for the younger age group); and then afternoon into evening (for older age group/HS kids). We are requesting exclusive use of the basketball and tennis courts at the **South Mill Pond Recreational Complex** (we would not use the pickleball courts).

We plan to work with a handful of local businesses to provide food, beverage, merchandise, and a few other (light) family-friendly activities on-site throughout the day. We plan to promote this event to encourage members of the community at large to come out and watch (the adjacent grass hill is an ideal viewing spot!). Given strong local interest for the sport of soccer, and for dynamic and high energy programming in general, we anticipate a robust turnout from parents, friends, tourists and Portsmouth residents at large. Our goal is make this an annual event - and New Hampshire's best court soccer tournament!

Recapping some key details:

- **Event Description:** Boys and girls futsal (court soccer) tournament in downtown Portsmouth! *This will be a FREE event, open to the public for viewing.* (Teams participating will register in advance)
- **Host Orgs:** [New Hampshire Soccer Club LLC](#) & [Samba X](#)
- **Date:** August 1, 2026 (with requested rain date - August 8, 2026)
- **Time:** All day (est. 10am - 8pm)
- **Location:** South Mill Pond Recreational Complex tennis and basketball courts (plus some limited space in the immediately adjacent area for a few vendor tents/tables).
- **Parking/Traffic:** In order to reduce traffic congestion and parking issues in the immediate area, we plan to encourage attendees to walk/bike to the event, use public transportation, carpool, other parking lots and walk.
- **Participation from Local Businesses:** We're in discussion with a handful of local businesses to sponsor the event and/or provide food, beverage, and merchandise. We would request the ability to hang sponsor signage on portions of the fence surrounding the courts.
- **Insurance:** We will provide a copy of the required certificate of insurance, with City of Portsmouth as certificate holder and additional insured.
- **Volunteers for Street Clean Up:** NH Soccer and Samba X have a significant number of volunteers ready to assist with event set up and clean up before/after the event, and also to on-call to address any issues that come up during the event.
- **Main POCs:** Caleb Ginsberg (603.721.9764 / [ginsberg.caleb@gmail.com](mailto:ginsberg.caleb@gmail.com)); Samantha Ginsberg (603.714.8627 / [samantha.leejean14@gmail.com](mailto:samantha.leejean14@gmail.com))

Many thanks in advance for your review and consideration. Please don't hesitate to call or email with any questions and/or next steps. We look forward to working with you on another exciting event for this community!

Cheers,  
Caleb & Samantha Ginsberg



March 20, 2026

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

Ms. Conard and City Officials,

The Music Hall respectfully submits the following requests for the City of Portsmouth's approval to include the closure of Chestnut Street to vehicular traffic for the upcoming outdoor, special events and festivals outlined below. Each event will include all requirements the City of Portsmouth puts forth, including recommendations from its police and fire departments. The Music Hall will also communicate approved street closures in advance with abutting neighbors.

Please note:

- Diagrams for each event can be provided upon request.

**Emerging Artist Benefit Concert (Pre-Show Welcome)**  
***Saturday, May 2, 2026 / 9:00 AM - 7:00 PM***

We are pleased to announce that singer-songwriter John Legend will perform at our Historic Theater on May 2, 2026, at 7:00 PM as part of The Music Hall's fourth annual Emerging Artist Benefit Concert. Prior to the concert start time, a red carpet entrance will be built on Chestnut Street, where selected winners from the Emerging Artist Grant program will play live music for attendees as they arrive at the theater, creating an opportunity for them to showcase their talents and provide attendees with live entertainment in a festive atmosphere.

Along with musicians, attendees will have the opportunity to take photos before the concert start time. Production needs are minimal, including a portable PA and a more diminutive 8-foot by 8-foot platform stage placed at the top of Chestnut Street, where it abuts Porter Street. The Music Hall team will provide waste receptacles and thoroughly sweep the street to keep it clean and trash-free. Lastly, we request the ability to serve alcohol on Chestnut St., which will be served and coordinated by our team of T.E.A.M. bartenders while adhering to city guidelines. Porter Street will continue to remain accessible to vehicular traffic.

**TEDx Portsmouth**  
***May 8, 2026***

TEDx Portsmouth returns to The Music Hall on Friday, May 8, 2026. The same use of the street as in previous years is planned to include welcoming attendees for registration with coffee and water service served on three tables placed on the street along the theater's exterior. At

lunchtime, from approximately 12:00 PM-1:00 PM, cafe tables and chairs will be placed on Chestnut Street to allow guests to eat their bagged lunches provided by TEDx. The Music Hall team will provide waste receptacles and thoroughly sweep the street post-event to ensure it is clean and trash-free. Porter Street will remain unobstructed for the duration of the event. No alcohol service or consumption will be provided outside.

#### **Seacoast LitFest**

***Thursday, June 11, 2026***

***Sunday, June 14, 2026***

The Music Hall, in collaboration with New Hampshire Public Radio, is pleased to announce the second annual Seacoast Litfest, championing the power of words by bringing together readers, writers, and thinkers, and exploring diverse voices and ideas that enrich our world. Through vibrant discussions, author events, and community engagement, we aim to foster a love of reading, promote literary exploration, and support a thriving literary culture on the Seacoast. On Thursday, June 11, 2026, the festivities will commence with An Evening with Jenna Bush Hager, which will include a red carpet entrance set up on Chestnut Street. The festival will conclude on Sunday, June 14 with a book fair on Chestnut Street, tentatively scheduled from 10:00-2:00 PM. This book fair will feature vendors selling books and reading-related items, as well as photo opportunities for guests. For both June 11, 2026 and June 14, 2026, we request the ability to serve alcohol on Chestnut St., which will be served and coordinated by our team of T.E.A.M. bartenders while adhering to city guidelines. Porter Street will continue to remain accessible to vehicular traffic.

#### ***Telluride by the Sea*** Film Festival

***Fri. September 25, 2026, through Sun. September 27, 2025***

Back for its 27th year at The Music Hall, this year's Telluride by the Sea Film Festival will continue to operate with the same street layout and offerings as in years past. We request that Chestnut Street be closed from 9:00 AM to 11:00 PM on all three days of the festival to allow ample time for setting up stanchions. The expected attendance for this event is approximately 800 guests per day. Guests will be welcomed to queue up in pass holder-specific lines separated by these stanchions for each film screening throughout the weekend. On Friday night, September 25, 2026, a local band will be featured at the top of Chestnut Street for attendees to listen to while they queue in line. No sound reinforcement or equipment will be needed for the artists. On Saturday night, September 26, 2026, as in years past, we hope to host a "festival party" on Chestnut Street after that day's final film for all ticket-holding festival attendees. We would utilize our stanchions to designate an enclosed area for alcohol service and consumption, with light appetizers offered at the top section of Chestnut Street. Typically, this event lasts between 60-90min, from 10:00 PM-11:30 PM. Porter Street will remain unobstructed for the duration of the weekend. The Music Hall team will provide waste receptacles and thoroughly sweep the street each night to keep it clean and trash-free throughout the festival weekend.

#### **New Hampshire Film Festival**

***Thu. October 15, 2026, through Sun. October 18, 2026 8:00 AM-11:00 PM***

Celebrating its 24th year and under the reins of The Music Hall, approval for Chestnut Street closure is submitted for the New Hampshire Film Festival, taking place Thursday, October 15, through Sunday, October 18, 2026, from 8:00 AM to 11:00 PM each festival day. On Friday, October 16, 2026, the festival plans to once again host the opening night “Red Carpet Gala” on Chestnut Street. This event will occur from 6:30 PM-8:00 PM, but will require all-day set-up with our event production team. We hope to include alcohol service at this event by offering an enclosed area for service and consumption. Porter Street will remain unobstructed for the duration of the event. The Music Hall team will provide waste receptacles and thoroughly sweep the street each night to keep it clean and trash-free throughout the festival weekend.

Please note: an additional request to close Portwalk Place on Saturday, October 17, 2026, for the film festival’s annual hospitality party will be forthcoming in a separate request.

Thank you for your time in reviewing these requests. Events such as these have a tremendous economic impact, not only for The Music Hall and its corporate sponsors but also for local restaurants, retailers, and musicians. We are so grateful to the City of Portsmouth officials, council members, and citizens for their continued support of our institution.

If you have any additional questions, please contact James Paone, The Music Hall’s Director of Programming and Front of House, at [jpaone@themusichall.org](mailto:jpaone@themusichall.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe M. Gleason".

Joe Gleason  
*Acting President/CEO, CFOO The Music Hall*  
28 Chestnut St.  
Portsmouth, NH 03801  
[jgleason@themusichall.org](mailto:jgleason@themusichall.org)



To the Mayor and City Council of Portsmouth NH,

I am Brian Miller Chapter Director for Honor and Remember and Run Director for New England Run For The Fallen. We are in the planning stages for our 4th Annual Run which will come through your city on the morning of August 16,2026.We will have Hero Markers placed roughly a mile apart in distance and our runners will stop at each marker for 90 seconds to honor the names on that Hero marker.

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

I want to thank you in advance from the Gold Star Community, New England Run For The Fallen, and our runners and volunteers for helping us blaze a trail of remembrance 140 miles long honoring over 700 fallen soldiers since 9/11. Please feel free to contact me with any questions on our 5th Annual Run. God Bless

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



## **MEDIA CONTACT:**

Laura Sutton | 480-495-4668 [Laura@runforthefallen.org](mailto:Laura@runforthefallen.org)  
Release Date: May 1, 2023

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

*Relay Team to Cover One Mile for Each Fallen Service Member in Tribute Run from Cushman Park, Bernardston Massachusetts – Fort McClary, Maine, 140 miles.*

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

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

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

[www.newengland@runforthefallen.org](mailto:www.newengland@runforthefallen.org)

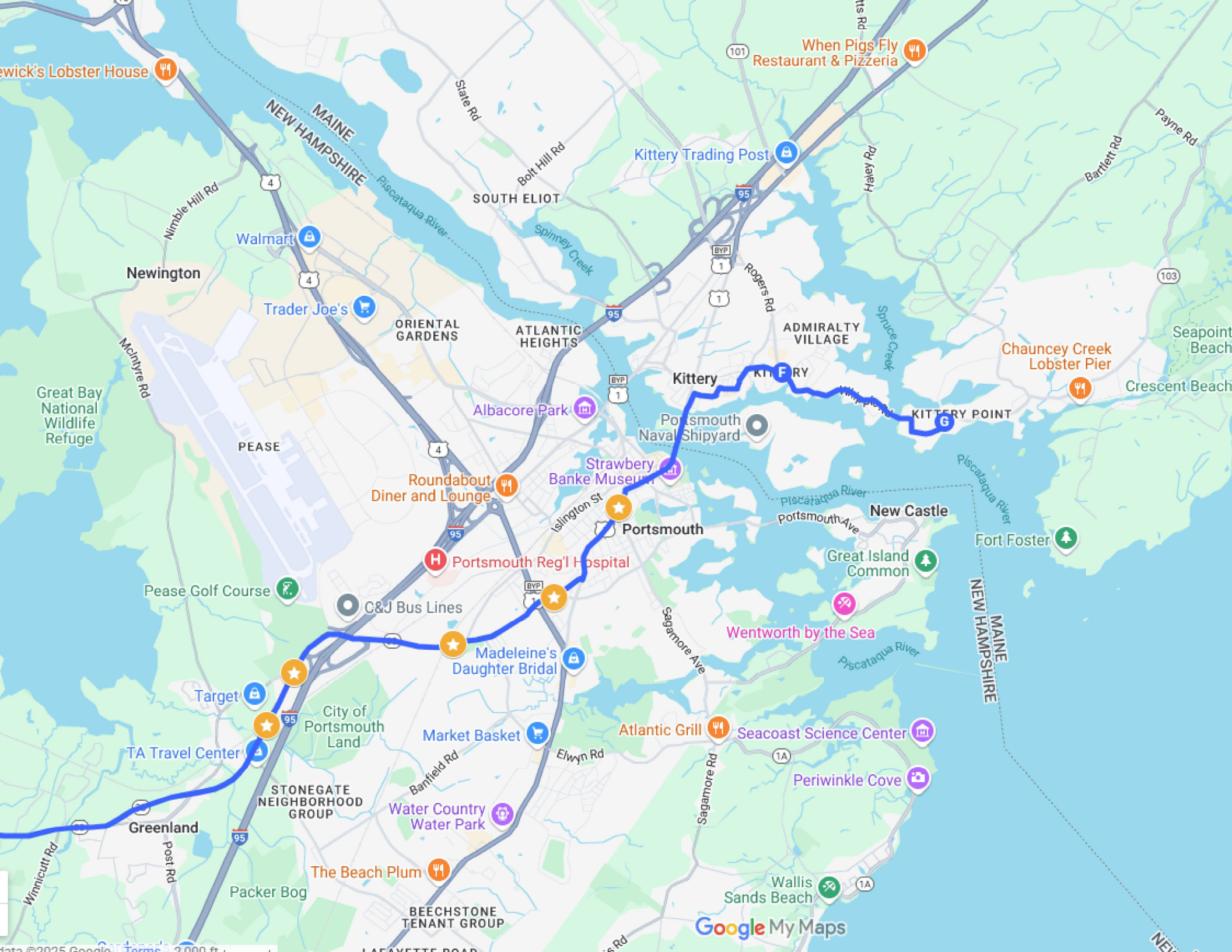
For more information and to find out how to participate by joining the run or to donate or volunteer please visit the VA Run for the Fallen website at [www.newengland@runforthefallen.org](http://www.newengland@runforthefallen.org) or [www.HonorandRemember.org](http://www.HonorandRemember.org)

- MORE -

**Run for the Fallen** – Jon Bellona, inspired after the death of his college roommate and friend 1LT Michael Cleary in Iraq, created a national run of remembrance. Beginning Flag Day, June 14, 2008, a dedicated team of runners ran across America from Fort Irwin, CA to Arlington National Cemetery, one mile for every member of the United States Army, Navy, Air Force, Coast Guard and Marines killed in Operation Iraqi Freedom. Each year since the run across America, runners from around the world have joined Run for the Fallen in remembering our fallen heroes. Over 180,000 miles have been collectively run in remembrance of those fallen in those recent operations. [www.runforthefallen.org](http://www.runforthefallen.org)

**Honor and Remember, Inc.** - After the death of his eldest son, Tony, in Iraq, Gold Star father George Lutz recognized the need to educate the nation on the precious cost of freedom. His mission became raising awareness about the sacrifice made by military men and women who died for their country through the creation and establishment of a distinct and tangible symbol. The Honor and Remember Flag was unveiled nationally on Memorial Day 2008 to perpetually recognize the sacrifice of our fallen military heroes and their families. The flag is now being endorsed by veteran and service organizations and adopted by cities and states as an official symbol. And it is being flown by patriotic Americans across our nation, well on its way to becoming a nationally accepted symbol of remembrance. You can learn more and sign the petition to support this campaign by visiting [www.honorandremember.org](http://www.honorandremember.org)

###



ewick's Lobster House

When Pigs Fly Restaurant & Pizzeria

Walmart

Trader Joe's

Kittery Trading Post

Newington

ORIENTAL GARDENS

ATLANTIC HEIGHTS

ADMIRALTY VILLAGE

Chauncey Creek Lobster Pier

Great Bay National Wildlife Refuge

PEASE

Albacore Park

Portsmouth Naval Shipyard

KITTERY POINT

Roundabout Diner and Lounge

Strawbery Banke Museum

Portsmouth

New Castle

Portsmouth Reg'l Hospital

Great Island Common

Pease Golf Course

C&J Bus Lines

Madeleine's Daughter Bridal

Wentworth by the Sea

Target

City of Portsmouth Land

Market Basket

Atlantic Grill

Seacoast Science Center

TA Travel Center

STONEGATE NEIGHBORHOOD GROUP

Water Country Water Park

Periwinkle Cove

Greenland

Packer Bog

The Beach Plum

BEECHSTONE TENANT GROUP

Wallis Sands Beach

Google My Maps



**Portsmouth Music and Arts Center**  
 973 Islington Street  
 Portsmouth, NH 03801  
 603.431.4278  
 www.PMACOnline.org

**Board of Directors**

March 13, 2026

William Durling  
*Chair*

To City Manager Conard and the Portsmouth City Council,

Danielle O’Neil  
*Vice Chair*

The Portsmouth Music and Arts Center requests permission to have a small parade from Portsmouth’s African Burying Ground to the Vaughn Mall on Friday, April 17 at noon as part of our Jazz Appreciation Month celebrations.

Mark Anderson  
*Treasurer*

Nancy Pearson  
*Secretary*

The New Orleans-style parade will cause minimal traffic interruption as it will involve only one group of approximately 30 student musicians leaving the African Burying Ground, crossing State Street at a crosswalk, moving to Chestnut Street, and past the front entrance of The Music Hall, crossing Congress Street at a crosswalk, and ending at the Vaughn Mall Stage.

Amanda Brahm  
 Jason Goodrich  
 Joe Keefe  
 Susan Labrie  
 Brian Pellinen  
 John Rice  
 Stephen Ritchie  
 Susan Wolowitz

In the event that construction at Vaughn Mall makes this challenging, we are proposing an alternate route that begins at the African Burying Ground, turns from Chestnut on to Porter Street, and culminates in the alley next to Piscataqua Savings Bank.

*\* indicates past chair*

**Leadership Staff**

Russ Grazier, Jr.  
 Chief Executive Officer

The parade will be led by Delfeayo Marsalis and members of the Uptown Jazz Orchestra, which will be in town for five days, from April 13 to 17, working with the York, ME Middle and High School Bands, youth students at PMAC, and visiting the Portsmouth Public Schools. The parade will take approximately ten minutes, with most of the time at the African Burying Ground at the start, and at the Vaughn Mall (or Piscataqua Bank) at the end. Each of the street crossings will take under 90 seconds.

Katie Grazier  
 Chief Operating Officer

Eli Kaynor  
 Chief Development Officer

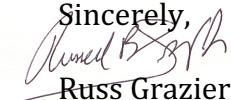
Volunteer chaperones will be present to help at street crossings, as will PMAC faculty and staff. The 2025 parade was successful and well received by the community.

Michelle Shoemaker  
 Director of Education

Melissa Schultz  
 Director of Marketing

This program is free for all participants and schools and is being funded by PMAC with generous support from local donors. The New Orleans style parade is the culminating event of a week of work with local students.

We respectfully submit this request and are available to address questions or concerns.

Sincerely,  
  
 Russ Grazier, CEO

# Marathon® Sports

117 BEAVER ST., SUITE 100  
WALTHAM, MA., 02452  
781.373.3000

Portsmouth City Council  
1 Junkins Ave  
Portsmouth, NH 03801

RECEIVED

MAR 25 RECD

CITY MANAGER  
PORTSMOUTH, NH

To whom it may concern,

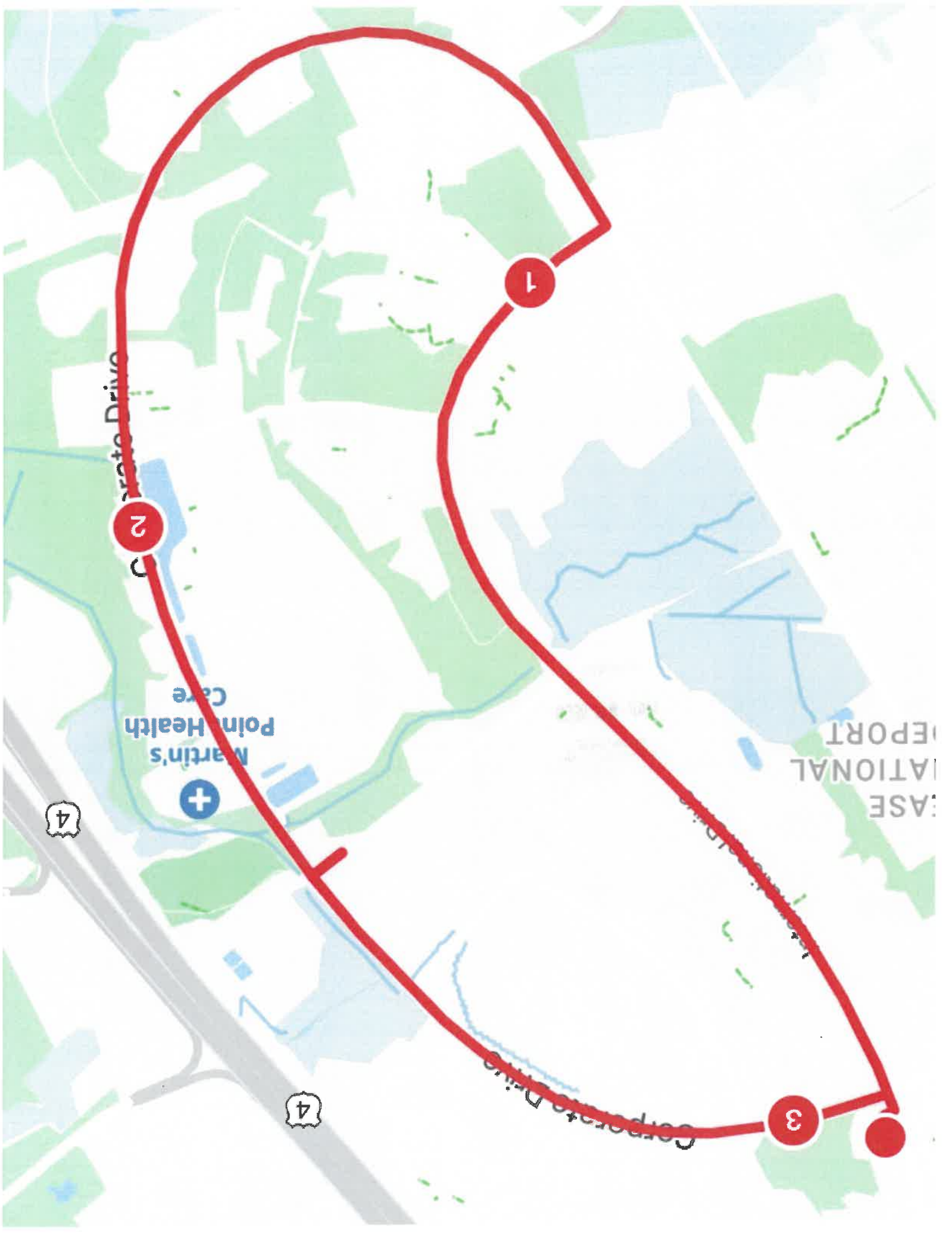
Please accept this letter as a request to once again hold the Portsmouth 5K (formerly known as "Cisco Portsmouth 5K") scheduled for Saturday, May 23rd, 2026. This race has been around for a long time and we look forward to doing it again this year. I hope you will grant a permit, as you have done in each of the last years. We will work in concert with the City of Portsmouth Police Department and will contact them again about securing police detail for all intersections that the runners pass through. The race is expected to have 400-600 runners.

Attached please find insurance (of which the City of Portsmouth is also named) along with a proposed route (similar to the St. Paddy's 5K course which Millennium Running hosted at Paddy's).

Thank you very much for your cooperation in this matter. I hope to hear from you soon.

Thanks,

Stephen Infascelli  
Marathon Sports  
117 Beaver St.,  
Suite 100  
Waltham, MA.,  
02452



Corporate Drive

Martin's Point Health Care

CASE REPORT INTERNATIONAL

Corporate Drive

2

1

3

4

4



## Portsmouth N.H. Babe Ruth

February 4, 2026

ATTN:  
Office of  
Karen Conard  
City Manager  
City of Portsmouth  
Portsmouth, NH 03801

Dear Ms. Conard:

Portsmouth Babe Ruth is respectfully requesting approval for temporary signage to be located at Leary Field during the 2026 baseball season.

We are requesting permission to affix signage in the form of banners to be attached to the fences surrounding the outfield and foul lines Leary Field as well as the outside of the concession stands following the established color guidelines. We ask that these sponsor banners be able to be affixed on the fences from May 1, 2026 through the end of October 2026.

The signage represents advertising for local businesses that have donated to and support the league and continued revenue stream that helps us meet our goals as a non-profit each year.

We are also requesting permission to affix our pre-season registration banner from February 4, 2026 (or first week of February) thru April 31, 2026 to the field fence opening adjacent to Central PLL field across from the Portsmouth Library entrance on Parrot Ave.

The success of our program is indicative of the support we receive from organizations in and around our great City. We are grateful for all the support we have received in the past and plan to continue to offer a safe and quality program that meets the needs of the community we serve. We appreciate the opportunity to show our supporters they are valued in our community.

I can be reached at [pbrlpres@gmail.com](mailto:pbrlpres@gmail.com) or by phone at (603) 234-0945 for any questions. I look forward to hearing from you for confirmation of this request.

Sincerely,

Greg Vaillancourt  
President, Portsmouth N.H. Babe Ruth



To: The Honorable Mayor Deaglan McEachern and Portsmouth City Council

From: The Seacoast Half Marathon Organizing Committee

Date: March 20, 2026

Dear Mr. Mayor and Members of the City Council,

The Seacoast Half Marathon Organizing Committee is formally requesting the city's permission to hold the 21st Annual Seacoast Half Marathon on Sunday, October 25<sup>st</sup> 2026. This is a charity event with 100% of the proceeds going to a new Seacoast non-profit beneficiary every year. The organizing committee is volunteer only. This year's recipient is Krempels Brain Injury Center in Portsmouth. The race has raised nearly \$2M in its 20 years, in most years contributing over \$100K to its selected beneficiary.

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

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

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

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

With Best Regards

Bruce Hurley

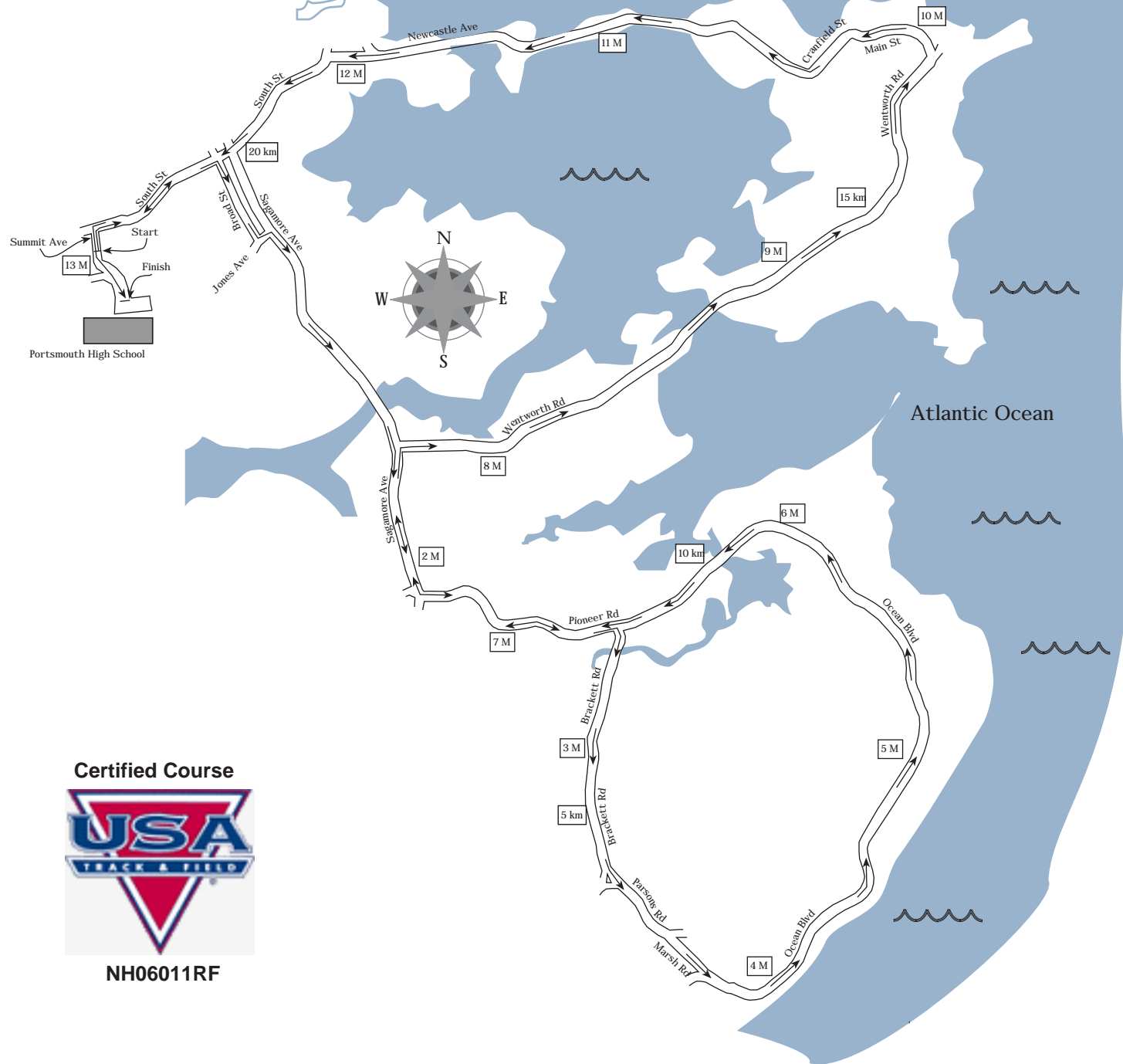
Seacoast Half Marathon Organizing Committee

Cell (603) 373-8323 [bhurley@globallaminates.com](mailto:bhurley@globallaminates.com)

[www.seacoasthalfmarathon.com](http://www.seacoasthalfmarathon.com)

# SEACOAST HALF-MARATHON

PORTSMOUTH, NEW HAMPSHIRE



Certified Course



NH06011RF



# Seacoast African American Cultural Center

P. O. Box 174  
Greenland, NH 03840-0174  
603-430-6027  
email: [saacc44@gmail.com](mailto:saacc44@gmail.com)  
web site: [www.saaccnh.org](http://www.saaccnh.org)

RECEIVED

MAR 31 REC'D

CITY MANAGER  
PORTSMOUTH, NH

March 23, 2026

## Officers

Sandra Clark Kaddy  
President

William Manfull  
Vice President

Robin Lurie-Meyerkopf  
Acting Secretary

Karen Conrad, City Manager  
City of Portsmouth NH  
1 Junkins Ave  
Portsmouth, NH 03801

Dear Karen,

## Board Members

Najee Brown  
Kel Edwards  
Jacqueline Gadsden  
Casey Golomski  
Renee' Goins  
Vernis Jackson  
Joanna Kelley  
Cheryle Lawrence  
Jill Minot-Seabrook  
Jack Panopoulos

On behalf of the Seacoast African American Cultural Center Board of Directors, I am writing to request permission to stage the 5th annual Juneteenth Freedom Walk on Friday, June 19, 2026, at 10:00 am.

As in the past our proposed route begins at the John Paul Jones Memorial Park in Kittery, Maine, crosses the Memorial Bridge, and concludes at the African Burying Ground Memorial Park.

We plan to assemble at the base of the bridge on the Maine side. Past walks have been incident-free and well-supported by the City of Portsmouth; we particularly appreciated the assistance of the police details, who were exceptionally helpful.

This event is supported by the Seacoast NAACP, Black Heritage Trail, Green Acre Baha'i of Eliot.

Leading the walk this year will be the Leftist Marching Band. Additional participants include the Seacoast Wheelers, who provide assisted rides for seniors and veterans with a full safety team, and the Hillsborough Ruff Ryders of Nashua, a sports bike non-profit organization.

Following the walk, scheduled performances will take place at the African Burying Ground. If you need further information, please contact me at 603-326-8885.



Warm regards,

Sandi Clark Kaddy

Seacoast African American Cultural Center

Vernis M. Jackson  
Founder/Emeritus

Scott Powers  
Bookkeeper

Dear City Manager Karen Conard,

I hope this message finds you well. I am writing on behalf of the Robinson Family Foundation to ask for your support in bringing a meaningful event to our hometown of Portsmouth – The first-ever RFF Basketball Weekend, planned for July 10th-12th, 2026.

The weekend will feature two events centered on community connection and purpose.

The **Eli Robinson Memorial Tournament** is a 3v3 basketball event, hosted in honor of Eli Robinson, aimed at supporting community initiatives connected to Eli's legacy. It will bring together 64+ young adults (18 & Up) for a day of friendly competition, with each team guaranteed to play at least 3 games. More than just a tournament, it's an opportunity for the community to come together in a positive, meaningful way.

Alongside that, we'll host the annual **Duncan Robinson Youth Clinic**, which is all about giving back to local kids. With two sessions serving up to 200 total participants (3rd-12th grade), the clinic will focus on high-level instruction, drills and small-sided gameplay. Led by Detroit Pistons Guard, Duncan Robinson, and additional NBA and collegiate-level players and coaches, we hope to create an experience that's both inspiring and memorable for every participant.

A large portion of the funds raised during the weekend will go towards **The Christopher Robin Foundation**, a Seacoast nonprofit organization that focuses on reducing barriers for people entering recovery and to help individuals build a solid, lasting foundation for a healthy life. This foundation exists in honor of those who are battling mental illness, substance-use disorder, and the countless families in the Seacoast impacted by both. This organization is particularly meaningful to us as its creation was inspired by Eli's journey with mental health.

While the weekend includes multiple events, our meeting with Todd Henley from the Recreation Department clarified that the request to the City Manager should be specifically for the Eli Robinson Memorial Tournament on Saturday, July 11, at South Mill Playground.

I have highlighted that portion of the proposal below.

#### Dates, Times and Locations

- **Friday, July 10th** - Pre-Tournament Check-In (Application to be submitted directly to Portsmouth Recreation for rental of space)
  - Location: Connie Bean Community Center - Indoor Area
  - Tentative Timeline:
    - 6:00-8:00 pm: Participant Check-In / Shirt Pick-Up, Waivers
- **Saturday, July 11th** - Eli Robinson Memorial 3v3 Tournament (Purpose of this letter as we need approval from City Manager)
  - Location: South Mill Playground
    - Outdoor Basketball Courts (Tournament Play)
    - South Park Area (Check-In, Partner Activation Spaces, Food Vendors, Etc)
  - Tentative Timeline:
    - 12:00 pm: Pre-Tournament Team Check-In
    - 12:45 pm: Opening Announcements/Spectators Arrive
    - 1:00-7:30pm: Tournament Play

- 7:30 pm: Closing Ceremonies/Awards
- 8:00 pm: Event Concludes
- **Sunday, July 12th** - Duncan Robinson Youth Clinic (Application to be submitted directly to Portsmouth Recreation for rental of space)
  - Location: Connie Bean Community Center
  - Tentative Timeline:
    - 9:00-12 pm: AM Session (3rd-7th Grade)
    - 12:30-3:30 pm: PM Session (8th-12th Grade)

Impact on South Mill Playground:

Our goal is to host a community-focused event with minimal disruption to this public, residentially adjacent space. Tournament play will be limited to the two basketball courts, with spectators contained within and around the fenced areas.

Various vendors will set up pop-up tents on the grass for community engagement. We will use a controlled audio system for announcements and low-volume music between games. We anticipate 2–3 food trucks, with the hope that we can reserve the front row parking spaces up against the fence facing the basketball court. We will also provide 2–3 additional restroom facilities.

Attendees will be directed to park at City Hall’s lower lot, Parrott Avenue, or nearby parking garages within a 5–10 minute walk. Clear communication will discourage parking in surrounding neighborhoods.

About the Foundation:

The Robinson Family Foundation is a family-driven foundation supporting whole-person health by advancing heart health education, mental health awareness and physical well-being. Through community partnerships and action-driven initiatives, we work to ensure individuals and the people who support them are not left to navigate challenges alone.

Thank you for your time and consideration in allowing us to host this event in a location and city that has significant meaning to our family. Please let us know if there are any other details we can provide.

Sincerely,

Marta Robinson Day  
Robinson Family Foundation  
[www.r-ff.org](http://www.r-ff.org)



## **City Council Emails – March 16, 2026 through April 2, 2026**

Submitted on Mon, 03/16/2026 - 09:45

Submitted by: Anonymous

Submitted values are:

**First Name**

Mary

**Last Name**

Calhoun

**Email**

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

**Subject**

Protect Portsmouth Teacher Healthcare

**Address**

280 Thaxter Rd

Portsmouth, New Hampshire. 03801

**Message**

Dear Mayor and City Council,

As a Portsmouth resident and teacher, I am writing to urge the City to pay the \$1.5 million SchoolCare assessment. We are facing a healthcare emergency: if the City does not commit to payment by April 30, SchoolCare will stop paying employee medical claims on May 1.

This is not a theoretical legal dispute; it is an imminent threat to the health of your employees. Many of my colleagues are currently managing pregnancies, cancer treatments, and chronic illnesses. Forcing a mid-year insurance change would reset deductibles to zero and interrupt life-saving care.

Key points to consider:

- Consistency: The City accepted \$2.74 million in surplus "holiday" rates from this same risk pool over the last decade. It is inconsistent to accept the benefits of the pool but refuse the shared risks.
- Precedent: 88 out of 90 NH municipalities have already paid. Portsmouth is an extreme outlier.
- Existing Funds: The City has an Insurance Stabilization Fund specifically for unplanned costs like this.

Please do not gamble with our healthcare to prove a legal point. I urge you to pay the assessment from the stabilization fund to secure our coverage, then pursue arbitration afterward if necessary.

Sincerely,

Mary Calhoun

280 Thaxter Rd

Portsmouth, NH

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

Yes

---

Submitted on Mon, 03/16/2026 - 20:18

Submitted by: Anonymous

Submitted values are:

**First Name**

Lexi

**Last Name**

Madison

**Email**

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

**Subject**

ICE illegal flight to pease

**Address**

84 Ridge Rd  
Northwood, New Hampshire. 03261

**Message**

URGENT: ILLEGAL RENDITION OF UKRAINIANS TO A WARZONE STOPPING AT PEASE AT 7PM

ICE Out NH has been made aware of an illegal flight from Phoenix, AZ stopping at Pease before it takes people to Ukraine (a warzone) via Poland. This deportation is in violation of U.S. and international law.

Flight information available here: <https://www.flightaware.com/live/flight/JNY86>. It is expected in Pease around 7pm this evening. This plane has been used to deport Palestinians to the West Bank, where they face persecution and torture: <https://www.the-independent.com/news/world/americas/us-politics/ice-deportations-trump-plane-israel-b2914974.html#>. This is the second time this plane has been used to deport Ukrainians: <https://www.washingtonpost.com/immigration/2025/11/14/ukraine-deportations-trump-zelensky/>.

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

Yes

---

Submitted on Mon, 03/16/2026 - 22:07

Submitted by: Anonymous

Submitted values are:

**First Name**

charlie

**Last Name**

griffin

**Email**

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

**Subject**

School Care Increase

**Address**

210 Hillside Dr  
Portsmouth, New Hampshire. 03801

**Message**

Mayor McEachern and Members of the Council

I support your decision to pay the School Care \$1.57 million dollar increase under protest together with the related motions on this subject.

However In addition to those motions I would ask you to consider filing suit against School Care's Board of Directors alleging breach of fiduciary duty.

I believe the relationship between School Care 's Board of Directors and the City is similar to that between the Board of Directors of a Corporation and its Shareholders..

A fiduciary relationship requires the fiduciary ,School Care's Board of Directors ,to act in the best interests of the beneficiary ,the City of Portsmouth.

Based on the testimony I heard tonight ,clearly that did not happen.. It is evident that School Care's Board of Directors knew or should have known several years in advance that it's reserves were inadequate and were destined to run out ,but took no steps to address the matter .Instead it simply let the clock run out , resulting in the City being damaged to the extent of \$1.57 million ,a clear breach of its fiduciary duty..

While School Care itself is in precarious financial condition, I have to believe it's Board of Directors are covered by Errors and Omissions Coverage which would provide a fund out of which to pay the City's claim ..

Speaking of School Care's financial condition, i agree with Councilors Cook and Bagley, that the City needs to replace School Care as the School Department's healthcare insurance provider.I realize this will take time, but I believe School Care is a sinking ship and your failure to replace it would be a breach of your fiduciary duty to the taxpayers.

As always, I thank you for your consideration.

Charlie Griffin

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

Yes

---

Submitted on Tue, 03/17/2026 - 09:57

Submitted by: Anonymous

Submitted values are:

**First Name**

Gerald

**Last Name**

Duffy

**Email**

[gduffy44@gmail.com](mailto:gduffy44@gmail.com)

**Subject**

RSA 79-E ADOPTION - IMPORTANT CLARIFICATIONS

**Address**

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

**Message**

Good morning, Mayor and Councilors:

Thank you for the work session last night. Sarah Wrightsman's presentation was excellent, and I appreciated the Council's engagement.

I wanted to offer a brief clarification on one point that came up in the discussion — specifically around whether adopting 79-E programs would mean Portsmouth is leaving money on the table.

Under every RSA 79-E program, the city continues collecting property taxes on the pre-rehabilitation assessed value throughout the entire relief period. What is deferred is only the increment — the increase in assessed value created by the improvement. Importantly, that increment doesn't exist until the project creates it. If the project wouldn't have proceeded without the incentive, the increment was never going to materialize regardless.

The city is not foregoing revenue it would otherwise have collected; it is deferring revenue that only exists because the improvement happened.

The Dover case study from last night illustrates this well. Dover deferred \$315,000 in tax revenue over seven years. In exchange, a property that was generating taxes on \$789,000 in assessed value now generates taxes on over \$7 million. That's a net gain, not a cost.

I also want to gently distinguish RSA 79-E from the density bonus mechanisms the Mayor referenced. Those tools trade zoning approvals for developer commitments — a negotiation that can underdeliver if the commitments aren't precise. RSA 79-E is a financial incentive mechanism, not a zoning tool. It doesn't grant density. It offers a time-limited tax deferral in exchange for a legally recorded public benefit covenant, with the city controlling what qualifies as a public benefit in its adopting ordinance. The leverage the Mayor is rightly concerned about preserving is built into the program's structure.

None of this diminishes the Mayor's broader point that Portsmouth should be thoughtful about how it structures and sequences adoption. That's exactly right. The question is whether the structure of these programs supports that thoughtfulness — and I'd argue it does.

Best wishes,

Gerald Duffy

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

Yes

---

Submitted on Wed, 03/18/2026 - 08:45

Submitted by: Anonymous

Submitted values are:

**First Name**

Hannah

**Last Name**

Burke

**Email**

[classicbd@comcast.net](mailto:classicbd@comcast.net)

**Subject**

Property Taxes

**Address**

161 South Street

Portsmouth, New Hampshire. 03801

**Message**

Perhaps the City Council should pay attention to what Florida, Illinois and Texas are considering in terms of modifying the great burden on many homeowners of property taxes. Apparently other States are understanding that the burden is not fair, as we all know, taxes are based on the assessed value, as if you are selling your home tomorrow. They also do not consider if a homeowner can afford a significant increase. NH URGENTLY needs other means of funding the local and State governments and social programs...A sales and/or income tax. No one speaks to the fact that NH is taken advantage of by the very wealthy! They buy a second home here and avoid income taxes. What do they contribute to our community? The City Council should take a stand on this issue; which would encourage other Cities in NH to do the same! Power in numbers!

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

Yes

---

Submitted on Wed, 03/18/2026 - 11:36

Submitted by: Anonymous

Submitted values are:

**First Name**

Mary Lou

**Last Name**

McElwain

**Email**

[ml259@comcast.net](mailto:ml259@comcast.net)

**Subject**

Fireworks

**Address**

259 South St  
Portsmouth, New Hampshire. 03801-4526

**Message**

Good morning. I had planned to bring this up at Monday's meeting but saw many names already on the list, hence this email.

I am requesting that the Council and City staff consider ,and discuss at an open meeting, discontinuing all fire-works in Portsmouth. There are many reasons; environmental, financial , and psychological. Communities around the country have made changes in fireworks display and are using drones or "skylights" instead. You can review that information online.

This is also a safety concern with need for increased security when you see what is happening in our country.

Please discuss this before making a commitment for July event.

And please reply to my email.

Thank you. Mary Lou McElwain

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

Yes

---

Submitted on Sun, 03/22/2026 - 15:24

Submitted by: Anonymous

Submitted values are:

**First Name**

Jason

**Last Name**

Crigler

**Email**

[jasoncrigler1701@mac.com](mailto:jasoncrigler1701@mac.com)

**Subject**

Resident Access Parking Program

**Address**

83 Gates Street  
PORTSMOUTH, New Hampshire. 03801

**Message**

Hello, I am writing to voice my support for the Resident Access Parking Program. I have lived on Gates Street for over five years and parking is extremely challenging here. As a resident of Portsmouth I feel that the Resident Access Parking Program would help ensure that I have somewhere to park when I come home, especially after the Portsmouth Music and Arts Center starts using the South Meetinghouse this summer. Thank you very much for your attention to this matter.

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

Yes

---

Submitted on Mon, 03/30/2026 - 14:46

Submitted by: Anonymous

Submitted values are:

**First Name**

Cote

**Last Name**

Bellaud

**Email**

[cbellaud2026@sau52.org](mailto:cbellaud2026@sau52.org)

**Subject**

Meeting in person/Zoom

**Address**

155 parrott avenue  
Portsmouth, New Hampshire. 03801

**Message**

My name is Cote Bellaud, and I'm here today alongside other students from Portsmouth High School. We're speaking not just for ourselves, but for many people of all ages in our community who care deeply about mental health and the safety of others.

We would like to ask for the opportunity to meet with you in person and or on Zoom to work together on raising awareness about mental health in Portsmouth. This is something that affects students, families, and the entire community more than many people realize. We believe that by starting conversations, improving education, and showing support, we can make a real difference.

We also want to stand and support the Robinson family and support their efforts to bring greater awareness to mental health struggles. Their advocacy highlights how important it is that we take action as a community to prevent tragedies before they happen.

In addition to the Robinson Family, we hope to discuss ways to make our local bridges safer. Small changes in design, visibility, and prevention measures can save lives. This isn't just about infrastructure, it's about protecting people and showing that our city cares.

As students, we are paying attention too. We see what's happening, and we want to be part of the solution. We're asking for your support, your time, and your willingness to listen so we can work together to create a safer, more

supportive Portsmouth for everyone.

Thank you for your time and consideration.

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

Yes

---

Submitted on Mon, 03/30/2026 - 17:09

Submitted by: Anonymous

Submitted values are:

**First Name**

Michael

**Last Name**

Casino

**Email**

[casinom@comcast.net](mailto:casinom@comcast.net)

**Subject**

Community Power organization discussion

**Address**

Bow St

Portsmouth, New Hampshire. 03801

**Message**

Councilors,

I would like to offer my opinion about participation in the community power program going forward. I believe that we should definitely continue to participate even though the group has experienced an obvious setback recently. It is unfortunate that bad management decisions were apparently made but hopefully that will be a one time occurrence and corrected as soon as possible.

I had no problem switching back to Eversource when rates were announced as being higher at the CPCNH. It is quite easy to do either on the website or with a phone call to their office.

I hate the fact that Eversource has a monopoly position on delivering our electricity combined with the fact that there is such weak oversight by the PUC. Even if we manage to save a little on the electric rates we're still paying at least 50% of our bill towards distribution power which irritates me to no end.

I think it would be a big mistake to pull out of the community plan, despite the current situation, since it is the only alternative we have at this time for creating some competition for our electric costs in New Hampshire. Thanks for your consideration.

Mike Casino

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

**meeting.**

Yes

---

Submitted on Wed, 04/01/2026 - 08:43

Submitted by: Anonymous

Submitted values are:

**First Name**

Karen

**Last Name**

Jacoby

**Email**

[kjacoby35@gmail.com](mailto:kjacoby35@gmail.com)

**Subject**

HDC

**Address**

35 Wibird Street  
Portsmouth, New Hampshire. 03801

**Message**

Dear City Councilors,

I am writing to ask that you take up consideration of the HDC boundary revision that has been recommended by the Planning Department. This simple modification to the boundary will make a significant difference to properties like mine. Seventeen feet of our property, a small fraction of our property, lies in the current HDC boundary. This has meant that when we put a shed in our fenced in back yard and replaced windows, we needed to bring our plans before the HDC for approval. This has increased the cost of projects at our house greatly. I know that we are not the only property in this position.

I understand that you want to wait to approve this change and bundle it into the upcoming Master Plan, however, the Master Plan completion, and then the zoning changes, will take more than a year. In the meantime, homeowners will continue to work under boundaries which have already gone through a review and approval process. Please consider making this change now.

I know that you are busy and appreciate your consideration of my comments. I look forward to hearing your thoughts on this matter.

Sincerely,

Karen Jacoby and Stephen Lichtenstein

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

Yes



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.*

Committee: Board of Commissioners - Portsmouth Housing Authority **Initial applicant**

Name: Elissa Margolin Telephone: (603) 828-5916

Could you be contacted at work? YES  NO  If so, telephone# (603) 641-7262

Street address: 110 Wibird Street

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): emargolin@anselm.edu


How long have you been a resident of Portsmouth? 22 years

Occupational background:

Director, Initiative for Housing Policy and Practice, Saint Anselm College  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Director, Initiative for Housing Policy and Practice, Saint Anselm College - Jan 2025 - present.  
Member, Housing and Community Development Planning Council, 2022 - present  
Director, Housing Action NH - 2009-2024  
Facilitator, Growth and Development Roundtable, NH Charitable Foundation - 2007-2009  
Member, NH Council on Housing Stability - 2020-2024

 **OVER**

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

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

Reasons for wishing to serve: \_\_\_\_\_

A role on the PHA Board of Commissioners is an opportunity to harness my career  
and in housing policy and nonprofit service to steward and advance the housing  
stability for my low and moderate income neighbors.

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

Federal Home Loan Bank of Boston Advisory Council;

Portsmouth Music and Arts Center Scholarship Committee (former chair of the Board);

Womensaid of Greater Portsmouth Founding Member

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

1) Kara Rodenhizer, Home for All, (818) 859-3326  
Name, address, telephone number

2) Russ Grazier, Portsmouth Music and Arts Center, (603) 380-0824  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 3.28.26

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes \_\_\_ No \_\_\_ \*would depend on board/commission.

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

## **Elissa Margolin**

emargolin@anselm.edu  
(603) 828-5916



### **PROFESSIONAL EXPERIENCE**

#### **Director**

***Initiative for Housing Policy and Practice, Saint Anselm College, Manchester, NH January 2025 – present***

Established the new Initiative for Housing Policy and Practice at Saint Anselm College advancing research, education, and engagement on housing development, affordability, and stability.

***Director, Housing Action NH, Concord, NH 2009-2024***

Led New Hampshire's statewide affordable housing coalition. Key legislative wins include increased state funding for affordable housing, a Medicaid supportive housing benefit, a Housing Appeals Board, a municipal Housing Champions program, and major pandemic-era rental and homelessness supports.

***Consultant, Margolin Consulting, Portsmouth, NH 2009-2024***

Provided project management, government relations, and facilitation for nonprofits and coalitions. Clients included: Housing Action NH, NH Center for Nonprofits, NH Charitable Foundation, New Futures, NH Coalition Against Domestic and Sexual Violence, American Heart Association, and Bi-State Primary Care Association.

***Executive Director, League of American Bicyclists, Washington DC 1997 – 2004***

Led the national organization of cyclists in its mission to create a bicycle-friendly America. Served as spokesperson for the movement, founding president of a national coalition, and advocate in the US Congress. Deputy executive director from 1997 to 2000.

***Campaign Manager, Citizens for John Olver for Congress, Amherst, MA 1994 – 1997***

Managed Congressman Olver's toughest re-election campaign; later served as Political Director.

***Law Clerk Positions, Office of Policy Development/ US Department of Justice, Office of International Affairs/ US Department of Justice, and Gaffney & Schember Law Office, 1991- 1994***

### **EDUCATION**

***Washington College of Law, American University, Juris Doctor, 1994 Law Journal Editor***

Member of the Massachusetts Bar Association

***McGill University, Montreal, Quebec, Canada, Bachelor of Arts, French Literature, 1990***

Paris IV, La Sorbonne, Paris, France, 1988-89

### **SELECT BOARDS, AWARDS, and SPEAKING ENGAGEMENTS**

Business NH Magazine, 40 Influential Leaders, 2024

NH Business Review New Hampshire's Top 200, 2021

Olivia Chase Bealeu Award, AHEAD, 2021

Housing Hero, CATCH Neighborhood Housing, 2019

NH Governor Appointed Roles:

NH Council on Housing Stability; Housing and  
Community Development Planning Council; NH  
Interagency Council on Homelessness

3S Artspace, Board Chair, 2020-2023

Portsmouth Music and Arts Center Scholarship Committee,  
2021-present

Arts in Reach Music Mentor, 2016-2020

TEDx Pisquataqua River, Speaker, 2017

Portsmouth Music and Arts Center, Board Chair, 2008-  
2010

Womensaid of Greater Portsmouth, Founding Board  
Member, 2005

International Symposium, World Bank, 2004

Velo City Congress, Paris, 2003

Robert Wood Johnson Foundation's Active Living By  
Design, National Advisor and Grant Reviewer, 2002-2003

RWJF Active Living By Design's Person of the Year, 2003

Bicycle Industry's Woman of the Year, 2002

America Bikes, President, 2002-2004

East Coast Greenway Alliance, Honorary Board, 2001-2004



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

**INITIAL APPLICATION**

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

**Initial Application**

Committee: Citywide Neighborhood

Name: Paula Glynn

Telephone: (603) 380 3931

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

Yes \_\_\_\_\_ No \_\_\_\_\_ Not sure what's Available

Don't know who it is

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

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

Street address: 113 Blue Heron Dr. Portsmouth

Mailing address (if different): \_\_\_\_\_

Email address (for communication from the Office of the City Clerk, and distribution of training materials):  
paula.glynn@aol.com

How long have you been a resident of Portsmouth? 40 years

Occupational background:  
Teacher, Front Desk at Bluebird Storage +  
Wentworth Senior Living



City of Portsmouth, NH  
Boards, Committees, and Commissions

INITIAL APPLICATION

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

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

I use to be the chairperson for 3 years

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

Reasons for wishing to serve: I want to help and support neighborhoods

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

No other at this time, but I've served on a few Blue Ribbon Committees in the past + pro Portsmouth for 10 years

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

1. Ann Swan 311 Aldrich Rd. (603) 828-5422  
Name, address, telephone number

2. Holly Brown 44 Suzanne Dr. (603) 828-6705  
Name, address, telephone number

By submitting this application you understand that:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission/Committee; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
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6. IF APPOINTED, YOU WILL BE REQUIRED TO REVIEW AND ACKNOWLEDGE THE BOARD, COMMISSION AND COMMITTEE HANDBOOK FOR VOLUNTEERS AND TO PARTICIPATE IN ALL TRAININGS.
7. Sign the Oath of Office book preserved with the Office of the City Clerk

Signature: Paulo Glynn

Date: 1/11/26



**Receipt Date:**

MAILED 07-15-15

137

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

**REAPPOINTMENT APPLICATION**

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

**Reappointment Application**

Committee: Citywide Neighborhood

Name: Colleen Ovecka

Telephone: 603 828 3038

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

Yes  No

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

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

Street address: 5 Suzanne Dr. Portsmouth, NH

Mailing address (if different): \_\_\_\_\_

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

Colleen.oleary715@gmail.com

How long have you been a resident of Portsmouth? 33 years

Occupational background:

Elementary school teacher and para-educator.  
I took a break when my oldest was born  
and hope to go back when they are  
older.



**Receipt Date:**  
RECEIVED  
MAR 30 2026  
By \_\_\_\_\_

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

## REAPPOINTMENT APPLICATION

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

**Reappointment Application**

Committee: Conservation Commission

Name: Jessica Blasko

Telephone: 603-828-9203

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

Yes \_\_\_\_\_ No

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

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

Street address: 74 Wentworth Rd. Portsmouth, NH 03801

Mailing address (if different): \_\_\_\_\_

Email address (for communication from the Office of the City Clerk, and distribution of training materials):  
jessblasko@gmail.com

How long have you been a resident of Portsmouth? 17 years

Occupational background:  
Physical Therapist - self-employed & employee 20+ years  
Owned low waste store in Portsmouth 4 years



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

## REAPPOINTMENT APPLICATION

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

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

Have been a commissioner for several years.

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



Have you reviewed the Board, Commission, and Committee Handbook for Volunteers? YES/NO



Reasons for wishing to serve: Support my community; protect our natural resources; and ensure the future of our community

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

City of Portsmouth Sustainability Committee, Little Harbour School Garden/PTA, Clipper Foundation

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

1. Margaret Witham

Name, address, telephone number

2. Karin Barndollar

Name, address, telephone number

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

Signature: Jessica Blasko

Date: 3/29/2026



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.*

Committee: Housing **Initial applicant**

Name: Mary Loane Telephone: 207-752-0638

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

Street address: 478 Colonial Dr

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): mary.loane@gmail.com

How long have you been a resident of Portsmouth? 6 years

Occupational background:

I have worked in small, local businesses, the private sector, non-profits and at an international organization/ NGO. I work downtown at a café as part of the front of house team. Previously, I was at the World Economic Forum, where I was a program manager for a multistakeholder coalition focused on advocating for sustainable and equitable transportation.

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

Earned MA in Urban Studies from Fordham University, with research focused on the intersection of history, memory and place. Foundational curriculum included examination of housing/ neighborhoods. Education has carried through into my career where I've grown a generalist's perspective of sustainability and transportation. Member of the 2024-25 Blue Ribbon Housing Committee.

Personal: I have lived in a number of different housing types: side-by-side duplex, small 'hobby' farm, small apartment in midrise building (500 sq ft), apartment in a row house, single family house in Pannaway Manor.

OVER

Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

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

Reasons for wishing to serve: \_\_\_\_\_

I care deeply about the Portsmouth community and want to support Portsmouth's ability ~~to sustainably and equitably meet the housing needs of current and future residents~~ across a range of incomes and housing types. I am proud of the work of the 2024-2025 ~~Blue Ribbon Housing Committee and hope to continue supporting the City Council and~~ City as it addresses the ongoing housing crisis.

Please list any organizations, groups, or other committees you are involved in:  
2024-2025 Blue Ribbon Housing Committee

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

1) Donna Gargenta - 603-828-6821 (Portsmouth, personal reference)  
Name, address, telephone number

2) Sherif Farag - hello@elephantinebakery.com (professional reference)  
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 3/24/2026

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes X No     

**Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801**  
6/27/2012



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.*

Committee: Housing Initial applicant

Name: Jen Stebbins Thomas Telephone: 603-759-1958

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

Street address: 279 Wibird St

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): jenstebbins@xsshoteles.com

How long have you been a resident of Portsmouth? Most recently 7 years

Occupational background:  
Developer, finance  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list experience you have in respect to this Board/Commission:  
Served for two years, currently developing housing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

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

Reasons for wishing to serve: \_\_\_\_\_

Let's create more housing in Portsmouth and make the City of the Open Door available to everyone! \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Waypoint NH, Board Chair  
M&T Directors Advisory Council \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1) Meg Norwood, 201 Park Street, 860-917-8700  
Name, address, telephone number

2) Phil Cohen, 114 Crescent Way, 603-334-6705  
Name, address, telephone number

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Signature: Jennifer S Thomas Date: 3/13/26

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes \_\_\_\_\_ No<sup>x</sup> \_\_\_\_\_

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



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

## REAPPOINTMENT APPLICATION

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

Committee: Housing Blue Ribbon Committee

**Reappointment Application**

Name: Dagan Migirditch

Telephone: 518-573-3287

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

Yes  No

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

Can you be contacted at work?   YES/NO If so, telephone number: 518-573-3287

Street address: 70 Morning Street, Portsmouth, NH 03801

Mailing address (if different): \_\_\_\_\_

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

dagan@liarsbenchbeer.com

How long have you been a resident of Portsmouth? 18 years

Occupational background:

Owner and co-founder of Liars Bench Beer Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

## REAPPOINTMENT APPLICATION

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

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

Served on previous term. Employer of the very demographic most effected by the housing crisis.

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

Have you reviewed the Board, Commission, and Committee Handbook for Volunteers? YES/NO  YES  NO

Reasons for wishing to serve: I am intimately familiar with the struggles of middle and lower income individuals attempting to survive in the city. I am also working in one of the industries hit hardest by the affordability crisis and housing shortage

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

Housing Blue Ribbon Committee

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

1. James McSharry, 58 Pleasant Point, 60309-498-6476

Name, address, telephone number

2. Evan Mallett, 207-752-1389

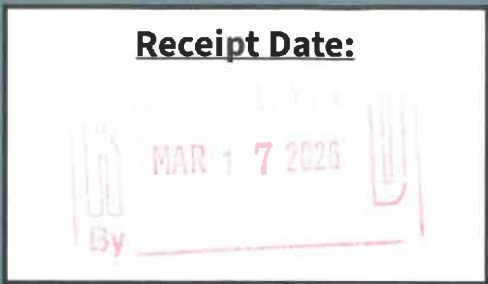
Name, address, telephone number

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

Signature: Dagan Migirditch

Date: 3/24/26



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

## REAPPOINTMENT APPLICATION

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

### Reappointment Application

Committee: Housing Committee

Name: Andrew Samonas

Telephone: 603-988-7824

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

Yes  No

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

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

Street address: 296 Jones Ave

Mailing address (if different): \_\_\_\_\_

Email address (for communication from the Office of the City Clerk, and distribution of training materials):  
Andrew@SamonasGroup.com

How long have you been a resident of Portsmouth? 15yrs

Occupational background:

Real Estate Development and sales  
Real Estate Investment



# City of Portsmouth, NH Boards, Committees, and Commissions REAPPOINTMENT APPLICATION

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

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

Previously served on Housing Committee, Planning Board, and Conservation Commission  
Masters in Real Estate Development and Urban Design  
Have planned, permitted, and developed properties in and around Portsmouth

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

Have you reviewed the Board, Commission, and Committee Handbook for Volunteers? YES/NO  YES  NO

Reasons for wishing to serve: \_\_\_\_\_

Continuing the efforts originated on Housing Committee / Planning Board / Master Plan to affect change for the efficacy of our Zoning Ordinance and planning missions

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

Great Bay Stewards, 1623 Foundation

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

1. Andrew Bagley  
Name, address, telephone number \_\_\_\_\_

2. Joanna Kelly  
Name, address, telephone number \_\_\_\_\_

**By submitting this application you understand that:**

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

Signature: *Andrew Samonas*

dotloop verified  
03/11/26 7:02 PM EDT  
JIEY-ZAOL-006X-BXMD

Date: 03/11/2026



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

## REAPPOINTMENT APPLICATION

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

Committee: Housing Committee

**Reappointment Application**

Name: Byron Matto

Telephone: 646.216.2265

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

Yes  No

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

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

Street address: 17 Fields Rd

Mailing address (if different): \_\_\_\_\_

Email address (for communication from the Office of the City Clerk, and distribution of training materials):  
bmatto@gmail.com

How long have you been a resident of Portsmouth? 13years

Occupational background:  
Software Engineer / Software Engineering Manager  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

## REAPPOINTMENT APPLICATION

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

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

Previous serving member.

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

Have you reviewed the Board, Commission, and Committee Handbook for Volunteers? YES/NO  YES  NO

Reasons for wishing to serve: Continuation of initiative to increase housing supply in Portsmouth

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

School Board

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

1. Nancy Clayburgh  
Name, address, telephone number
2. Geral Duffy  
Name, address, telephone number

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

Signature: [Signature] Date: 03/27/26



City of Portsmouth, NH  
Boards, Committees, and Commissions

INITIAL APPLICATION

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

Committee: Housing Committee

**Initial Application**

Name: Eric Weinrieb

Telephone: 603-682-6394

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

Yes  No

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

Can you be contacted at work? YES/NO   If so, telephone number: 603-433-2335

Street address: 9 Middle Road

Mailing address (if different): \_\_\_\_\_

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

Eric@altus-eng.com

How long have you been a resident of Portsmouth? continuous since 1997

Occupational background:

Consulting civil engineer with over 40 years of experience in land development, permitting and construction.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

## INITIAL APPLICATION

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

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

**I have no experience working with this Board.**

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

Reasons for wishing to serve: I was asked by Mr. Tabor if I would serve on the Commission. I feel that my knowledge of land use permitting, developing residential developments and reviewing residential developments would be an asset to the Commission.

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

American Society of Civil Engineers, Portsmouth Rotary, EnviroCert International, Granite State Installers and Designers

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

1. David Allen 603-812-1812 383 Union Street, Portsmouth, NH 03801

Name, address, telephone number

2. Peter Loughlin 603-828-7871 336 Thaxter Road Portsmouth, NH 03801

Name, address, telephone number

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

Signature: [Handwritten Signature]

Date: 3-13-26



# CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

## APPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information.  
Please submit resume' along with this application.*

Committee: Housing Initial applicant

Name: Caitlin McGrath-Levesque Telephone: 6034982172

Could you be contacted at work? YES  NO  If so, telephone# 6034982172

Street address: 321 McKinley Rd Portsmouth NH 03801

Mailing address (if different ): \_\_\_\_\_

Email address (for clerk's office communication ): Caitlin@redsgoodvibes.com

How long have you been a resident of Portsmouth? 21 years

### Occupational background:

Nonprofit co-founder and community-based program leader with extensive experience in food access, grassroots systems building, and community-centered service delivery. As Co-Founder of Red's Good Vibes, I have designed and led large-scale mutual aid initiatives, including a regional Community Fridge Network and high-volume programs serving hundreds of residents at a time. My work sits at the intersection of public health, housing stability, and economic access. I have experience coordinating with municipalities, navigating health and safety regulations, securing and managing funding, and building sustainable infrastructure that responds to real community needs. I regularly collaborate with local officials, community partners, and residents to develop solutions that are both practical and human-centered.

### ANSWER ALSO ATTACHED FOR REFERENCE

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

Through my work as Co-Founder of Red's Good Vibes, I have experience at the intersection of food access, housing instability, and community health. I lead the growth of a regional Community Fridge Network and free meal programs that serve individuals and families facing financial hardship and housing insecurity. This work has required close collaboration with municipalities, health departments, and community partners around site placement, safety, compliance, and long-term sustainability. It has also given me direct insight into the everyday challenges residents face and a strong understanding of how community-based support systems and local decision-making impact people in real life.



Have you contacted the chair of the Board/Commission to determine the time commitment involved? YES  NO

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

Reasons for wishing to serve: I am interested in serving on the Housing Commission because housing shapes how people experience their community every day. Through my work, I see how closely housing stability is tied to food access, health, and overall well-being, and how quickly small gaps in support can become larger challenges for individuals and families. I would welcome the opportunity to contribute to practical, thoughtful solutions that strengthen community stability while maintaining dignity and accessibility for residents. I believe my experience building community-based programs, working with municipalities, and staying closely connected to residents' needs would allow me to bring a grounded, constructive perspective to the Commission and help ensure Portsmouth remains a community where people can not only live, but stay, participate, and feel supported.

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

Co-Founder- Red's Good Vibes

Board Member - SOS Recovery Communication Organization

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

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

Name, address, telephone number

2) Tammy Joslyn 7 Pamela St Portsmouth NH 03801 603-988-2671

Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

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5. Application will be kept on file for one year from date of receipt.

Signature:  Date: 3/24/26

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

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

**Caitlin McGrath Levesque**

**Co-Founder**

Portsmouth, NH

Caitlin@redsgoodvibes.com | 603-498-2172

### **Professional Summary**

Mission-driven nonprofit leader with over 5 years of experience building, managing, and scaling community-based programs with a strong emphasis on operational systems, grant management, donor stewardship, and accountability. Brings deep experience in program oversight, compliance, documentation, and cross-functional coordination within volunteer-driven organizations. Known for clear communication, ethical leadership, and the ability to manage complex initiatives remotely with structure, transparency, and follow-through.

### **Core Competencies**

- Nonprofit Operations & Program Management
- Grant Management & Reporting
- Donor Relations & Stewardship
- Budget Tracking & Financial Oversight
- Policy & Procedure Development
- Compliance & Documentation
- Remote Team & Volunteer Management
- Data Tracking & Impact Reporting
- Board Collaboration & Governance Support
- Systems Building in Growing Organizations

### **Professional Experience**

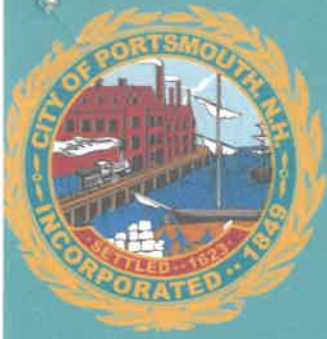
#### **Red's Good Vibes — Co-Founder & Operations Lead**

Portsmouth, NH | Nov 2019 – Present

- Co-founded and manage day-to-day operations of a volunteer-run nonprofit serving communities across New Hampshire and Southern Maine
- Oversee program logistics, documentation, scheduling, and operational workflows across multiple initiatives
- Manage grant lifecycles, including proposal support, compliance tracking, fund restrictions, and reporting coordination
- Maintain donor records, acknowledgements, and stewardship practices while protecting confidentiality and ethical standards
- Develop and refine internal policies and procedures related to financial controls, reimbursements, documentation retention, and approvals
- Coordinate closely with the Board of Directors, accountants, and external partners to ensure
- Lead and support a distributed volunteer team, providing structure, training, and accountability in remote and hybrid environments

### **Grants, Donors & Financial Systems Experience**

- Grant research, application support, tracking, and reporting
- Restricted and unrestricted fund oversight
- Donor database management and gift tracking
- Internal controls and accountability workflows
- Collaboration with accountants and board finance committees
- Audit-ready documentation practices



**Receipt Date:**  
 MAR 16 2020  
 By \_\_\_\_\_

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

**REAPPOINTMENT APPLICATION**

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

**Reappointment Application**

Committee: Portsmouth Recreation Board

Name: RICHARD Duddy

Telephone: 603 969-5197

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

Yes  No

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

Can you be contacted at work? YES/NO   If so, telephone number: Retired 803-969-5197

Street address: 56 Swett Ave Portsmouth NH 03801

Mailing address (if different): \_\_\_\_\_

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

streetrodric2@aol.com

How long have you been a resident of Portsmouth? 52 yrs

Occupational background:

Portsmouth Fire Dept 25yrs 1974-2000

Hansom's TRUCK STDP

SAVEL'S AUTO PARTS



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

## REAPPOINTMENT APPLICATION

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

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

HAVE BEEN MEMBER OF RECREATION BOARD SINCE 2021  
HAVE CHAIRED THE BOARD 2025-2026  
MAYOR'S COMMITTEE FOR CHRIS RICE SKATEBOARD PARK.  
COACHED SPORTS FOR MANY YRS PORTSMOUTH H. L. + Babe Ruth

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

Have you reviewed the Board, Commission, and Committee Handbook for Volunteers?  YES  NO

Reasons for wishing to serve: Recreation is important to children growing up and Portsmouth Recreation provides excellent programs AND STAFF TO MEET AND EXCEED WHAT THIS CITY NEEDS

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

\_\_\_\_\_  
\_\_\_\_\_

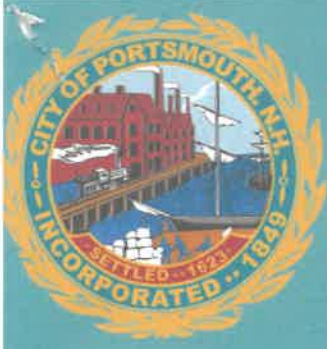
Please list two character references not related to you or City staff members (Portsmouth references preferred):

1. Harry Cummings 603-969-7453 120 Swett Ave Portsmouth  
Name, address, telephone number
2. Lauren Koans 1-978-473-6337 5 Plains Ave Portsmouth  
Name, address, telephone number

By submitting this application you understand that:

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

Signature: Richard Duddy Date: 3/17/26



**Receipt Date:**  
MAR 16 2026

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

## REAPPOINTMENT APPLICATION

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

**Reappointment Application**

Committee: Recreation

Name: Lauren Krans

Telephone: 978 473 6337

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

Yes  No

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

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

Street address: 5 Plains Avenue, Portsmouth

Mailing address (if different): \_\_\_\_\_

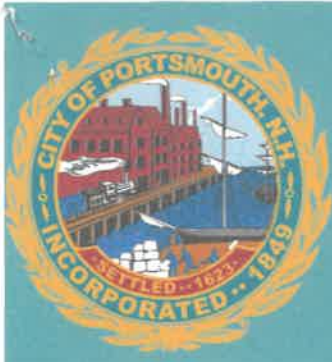
Email address (for communication from the Office of the City Clerk, and distribution of training materials):

LCKrans@gmail.com

How long have you been a resident of Portsmouth? 16 years

Occupational background:

15 years in municipal recreation/education.



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

## REAPPOINTMENT APPLICATION

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

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

Currently the Recreation Director in Rochester.  
Serve on executive board for  
NH Recreation and Parks Association

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

Have you reviewed the Board, Commission, and Committee Handbook for Volunteers? YES/NO  YES  NO

Reasons for wishing to serve: Municipal recreation is the  
lifeline for community connection.

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

NHRPA, Ports Rec Volunteer Coach

Please list two character references not related to you or City staff members (Portsmouth references preferred): 603 7938058

1. Seth Tondreault, Cleveland Ave Portsmouth,  
Name, address, telephone number
2. Amanda Gamester, Woodbury Ave, 914-548-8926  
Name, address, telephone number

**By submitting this application you understand that:**

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

Signature: [Signature] Date: 3/14/24



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

## INITIAL APPLICATION

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

**Initial Application**

Committee: HOUSING COMMITTEE

Name: ERIK ANDERSON

Telephone: 603-234-7038

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

Yes  No  POSSIBLY

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

Can you be contacted at work? YES/NO If so, telephone number: 603-234-7038

Street address: 38 GEORGES TERRACE, PORTSMOUTH, NH.

Mailing address (if different): \_\_\_\_\_

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

ANDY A2152 @ AOL.COM

How long have you been a resident of Portsmouth? 56 YEARS

Occupational background:

COMMERCIAL FISHERMAN & BUSINESSMAN IN PORTSMOUTH FOR 50+ YEARS  
HAVE PARTICIPATED ON VARIOUS BOARDS & COMMISSIONS AT CITY, STATE  
AND FEDERAL LEVEL



**Receipt Date:**  
 NOV 24 2013

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

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

**Initial Application**

Committee: Safe Water Advisory Group

Name: Shan Zuidema

Telephone: 603.501.9040

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

Yes \_\_\_\_\_ No X

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

Can you be contacted at work? YES/NO If so, telephone number: 603.862.2706

Street address: 126 Burkitt St, Portsmouth, NH 03801

Mailing address (if different): \_\_\_\_\_

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

Shan.Zuidema@gmail.com

How long have you been a resident of Portsmouth? 16 years

Occupational background:

2014/-05 - Present: Research Scientist / Research Assistant Professor, University of New Hampshire. Academic study of watershed management for water provisioning and water quality. (eos.unh.edu/person/shan-zuidema)

2009 – 2014 Teaching/Research Assistant, Department of Earth Sciences, University of New Hampshire

2005 – 2010 Hydrogeologist, Kleinfelder (formerly Geologic Services Corporation), Newburgh, NY

2004 – 2005 Hydrologic Technician, New England Water Science Center, US Geological Survey



# City of Portsmouth, NH

## Boards, Committees, and Commissions

### INITIAL APPLICATION

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

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

My research focuses directly on issues of water quality. I have studied road salt contamination of rivers in New Hampshire, microplastic pollution of rivers in Massachusetts and across North America, and nutrient contamination of rivers and groundwater across the Mississippi River Watershed. Prior to my time at UNH I worked as a hydrogeologist to assess, remediate, and protect aquifer drinking water sources. My background is both deep and broad in topics of water quality, and have a working knowledge of major policy instruments used for regulation of drinking water.

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

Reasons for wishing to serve: I am raising my kids in Portsmouth, on Portsmouth water. While we do not appear to have been directly affected by contamination at Pease, I would like to do what I can to ensure no one is ever affected by impaired water anywhere in the City. The City has given me much, and I would like to give back to the community.

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

The "Broadening Participation Committee" at the Institute for the Study of Earth, Oceans, and Space (UNH)

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

1. Michael Palace (603) 862-4193  
Name, address, telephone number
2. Craig Laskoski, (207) 752-2975  
Name, address, telephone number

**By submitting this application you understand that:**

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

Signature: [Handwritten Signature]

Date: 11/24/2025

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

## June H. Philbrook

---

**From:** Kate E. Homet  
**Sent:** Thursday, March 5, 2026 10:29 AM  
**To:** June H. Philbrook  
**Cc:** Kelli L. Barnaby  
**Subject:** FW: Resignation from Sustainability Committee

FYI – Torey Brooks resigning from the Sustainability Committee

### **Kate Homet**

*Environmental Planner/Sustainability Coordinator*  
Portsmouth Planning & Sustainability Department  
1 Junkins Avenue  
Portsmouth, NH 03801  
(603) 610-7225  
[www.portsmouthnh.gov](http://www.portsmouthnh.gov)

**From:** Torey Brooks <toreylee.brooks@gmail.com>  
**Sent:** Wednesday, March 4, 2026 7:47 PM  
**To:** Kelli L. Barnaby <klbarnaby@portsmouthnh.gov>  
**Cc:** Kate E. Homet <kehomet@portsmouthnh.gov>  
**Subject:** Resignation from Sustainability Committee

Dear Mayor,

I am writing to formally resign from my position on the Sustainability Committee for the City of Portsmouth, effective March 5th, 2026.

Serving on the committee has been a meaningful and rewarding experience. I am deeply grateful for the opportunity to contribute to the City's sustainability efforts and to collaborate with such dedicated committee members, city staff, and City Council representatives. Your consistent inclusion of the committee in both past and upcoming city initiatives reflects Portsmouth's genuine commitment to thoughtful, forward-looking environmental stewardship.

Due to increasing professional time commitments, I am no longer able to devote the level of attention and energy that this role deserves. It is my sincere hope that another community member will step forward to fill my place and continue advancing the important work of the committee.

Portsmouth's continued dedication to sustainability is essential to the health, resilience, and long-term prosperity of our community. I remain confident that the City will continue to lead with intention and integrity in this area.

Thank you again for the opportunity to serve, and please extend my appreciation to City staff and the City Council for their collaboration and support.

## June H. Philbrook

---

**From:** Jason Goodrich <jasongrich@gmail.com>  
**Sent:** Sunday, March 1, 2026 5:21 PM  
**To:** Mayor  
**Cc:** City Clerk - Shr  
**Subject:** Resignation notification

You don't often get email from jasongrich@gmail.com. [Learn why this is important](#)

Mr. Mayor,

I'm writing to inform the city that I'm stepping down from the arts & culture commission, effective immediately.

It has been an honor, and my great pleasure to serve on this board, and I look forward to doing whatever else I can to help serve the great city of Portsmouth.

Best,  
Jason




**JASON GOODRICH, REALTOR®**  
Luxury Home Marketing Specialist™

C: 603-828-1569 | O: 603-334-1900

Website: <https://goodlivingseacoast.com/>

Instagram: <https://www.instagram.com/jasongoodrichrealtor/>

WIRE FRAUD IS REAL. Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions. Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication. Real estate agents are independent contractor sales associates, not employees. Owned by a subsidiary of Anywhere Advisors LLC. 

# Gift and Donation Submission Form

*Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.*

|                            |   |
|----------------------------|---|
| Date:                      | March 26, 2026  |
| Department/Contact Person: | DeeDee Forte, Chair Cemetery Committee<br>Corin Hallowell, Parks and Greeneries Foreman |
| Donation Amount:           | 0.00  |

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

No funds are to be received. Liberty Mutual Day of Service volunteers will be directed to activities to support the mission of the Cemetery Committee.

Is there a particular purpose intended with this donation:

If approved, Day of Service activities will occur on May 8 and May 15, 2026, and be focused on North Cemetery restoration work. That work may include painting the wrought iron fences and/or the cleaning of headstones.

Other information/Special Conditions:

Liberty Mutual employees annually participate in a Day of Service. The Chair of the Cemetery Committee has once more arranged to have Day of Service activities take place in Portsmouth to help support the Committee's work. Work was done last year as well.

## Donor Information

|                    |                |
|--------------------|----------------|
| First & Last Name: |                |
| Business Name:     | Liberty Mutual |
| Address*:          | Portsmouth, NH |
| Phone*:            |                |
| Email*:            |                |

*Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk (\*) indicates it will not be publicly distributed.*



State of New Hampshire  
DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
DIVISION OF HISTORICAL RESOURCES

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-3483 Fax: 603-271-3433  
TDD Access: Relay NH 1-800-735-2964  
nhdhr.dncr.nh.gov



February 10, 2026

Izak Gilbo  
Planner I  
City of Portsmouth Planning Department  
1 Junkins Avenue  
Portsmouth, NH 03801

RE: Portsmouth, NH Certified Local Government Grant Award for Federal Fiscal Year 2025

Mr. Gilbo:

The Division of Historical Resources is pleased to inform you that your application to the Certified Local Government grant program on behalf of the City of Portsmouth, NH has been selected for funding from the 2025 pool of applicants.

The grant amount will be \$27,000 for the City of Portsmouth to hire a qualified architectural historian to prepare individual inventory forms with input from the DHR on their content, for properties in Portsmouth's regulated historic district and hold a Commission Assistance and Mentoring Program (CAMP) training event.

The DHR has sent grant agreement documents concurrently with this award letter. You may find it advantageous, given the relatively short time frame in which to complete the project, to begin getting your scope of work refined and building your team of consultants/presenters while the grant paperwork is in process. You should anticipate a project start date of June 2026. This grant will need to be completed no later than June 30, 2027.

We are happy to assist you with any questions that may arise as you move forward. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandee Loughlin".

Brandee Loughlin  
Preservation Planning & Development Coordinator  
New Hampshire Division of Historical Resources

## Municipality Certification of Authority

I, \_\_\_\_\_ (*Name*), hereby **certify/attest** that I am duly elected Clerk/Secretary of \_\_\_\_\_ (*Name of Municipality*), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on \_\_\_\_\_, 20 \_\_, at which a quorum of the Municipality Officers were present and voting.

**RESOLVED:** That \_\_\_\_\_ (*Name and Title of Official Signing the Agreement*) is duly authorized to enter into contracts or agreements on behalf of \_\_\_\_\_ (*Name of Municipality*) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

**I hereby certify** that the foregoing resolution has not been amended or repealed and remains in full force and effect. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(*Secretary/Clerk Signature Completing this Certificate*)

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><br>Department of Natural & Cultural Resources, Division of Historical Resources  |   | <b>1.2. State Agency Address</b><br>172 Pembroke Road, Concord, NH 03301 |  |
| <b>1.3. Grantee Name</b><br>City of Portsmouth<br>Vendor Code: 177463 UEID: XTL2C874AZN7   |   | <b>1.4. Grantee Address</b><br>1 Junkins Avenue Portsmouth, NH 03801     |  |
| <b>1.5 Grantee Phone #</b><br>(603) 610-7235   | <b>1.6. Account Number</b><br>#14450000 | <b>1.7. Completion Date</b><br>9/30/2027                                 | <b>1.8. Grant Limitation</b><br>\$27,000 |
| <b>1.9. Grant Officer for State Agency</b><br>Brandee Loughlin   |   | <b>1.10. State Agency Telephone Number</b><br>603-271-3583               |  |
| 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>                        |  |
| <b>Grantee Signature 2</b>   |   | <b>Name &amp; Title of Grantee Signor 2</b>                              |  |
| <b>Grantee Signature 3</b>   |   | <b>Name &amp; Title of Grantee Signor 3</b>                              |  |
| <b>1.13 State Agency Signature(s) Date:</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>   |   |  |  |
| <b>By:</b>   |   | <b>Assistant Attorney General, On: / /</b>                               |  |
| <b>1.16. Approval by Governor and Council (if applicable)</b>  |   |  |  |
| <b>By:</b>   |   | <b>On: / /</b>   |  |

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").

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

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

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- 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 intent of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A – SPECIAL PROVISIONS:**  
CERTIFIED LOCAL GOVERNMENT GRANT PROGRAM  
NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable [Secretary of the Interior's Standards and Guidelines](#). The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate [Secretary of the Interior's Standards](#), as determined by the State Historic Preservation Officer, shall not be reimbursed.
3. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.
4. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
5. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant at the DHR's request. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants. This includes Standard Form 424B (Rev. 7-97) Prescribed by OMB Circular A-102, incorporated as Exhibit D of this document.
6. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
7. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit

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for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

8. It is understood and agreed by the Grantee that the Grantee's receipt and expenditure of funds pursuant to this agreement is conditioned upon and subject to the conditions outlined in the U.S. Department of the Interior's Notice of Award for this Historic Preservation Fund Grant-In-Aid, the terms of which are hereby incorporated by reference. The Grantee agrees to fully comply with all applicable terms of the referenced Notice of Award and to neither take nor omit any action that would prevent the State from fully complying with all applicable terms of the Notice of Award.
9. The attached document, "Assurances - Non-construction Programs," as executed by the Grantee, is incorporated as Exhibit D of this document.

**EXHIBIT B – SCOPE OF WORK:**

1. Grantee agrees to apply the funds from this grant to the project(s) described in grantee's grant application and approved budget.
  - Grantee will hire a qualified architectural historian to prepare individual inventory forms with input from the DHR on their content, for properties in Portsmouth's regulated historic district and hold a Commission Assistance and Mentoring Program (CAMP) training event.

**EXHIBIT C – PAYMENT TERMS:**

1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit B above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed Twenty-Seven Thousand Dollars (\$27,000) subject to:
  - (a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
  - (b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
  - (c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same

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has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.

3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a bi-annual basis as follows:

April 30, 2026: Progress Report Due

October 31, 2026: Progress Report Due

April 30, 2027: Progress Report Due

June 30, 2027: Project Completion

September 30, 2027: Final Project Report due; deadline for final payment requests

5. This contract shall commence upon execution of the contract and approval of the Governor and Executive Council, if required, with a completion date of September 30, 2027.

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Date \_\_\_\_\_

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

|   |       |                |
|---|-------|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |                |
| APPLICANT ORGANIZATION                      |       | DATE SUBMITTED |