



# Portsmouth, NH City Council

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

May 18, 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\\_ToOcTqX4T5Oc3HYkiaKQNw](https://us06web.zoom.us/webinar/register/WN_ToOcTqX4T5Oc3HYkiaKQNw)

## Anticipated Non-Public Session

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

## Agenda

1. **Work Session (when applicable)**
2. **Public Dialogue Session (when applicable)**
3. **Call to Order (7:00 pm or thereafter)**
4. **Roll Call**
5. **Invocation**
6. **Pledge of Allegiance**
7. **Acceptance of Minutes**
  - A. Minutes and Actions of the May 4, 2026, City Council meeting (***Sample motion – move to accept and approve the minutes of the May 4, 2026, City Council meeting***)
8. **Recognitions and Volunteer Committee Reports**
  - A. \*Proclamation – Portsmouth Poet Laureate (Passing of the Quill)
  - B. Proclamation – Women’s Health Month (State Representative Jennifer Mandelbaum to accept)

**9. Public Comment Session**

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

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

- A. Public Hearing on the Proposed FY27 (July 1, 2026 through June 30, 2027) Budget

- **\*PRESENTATION (see presentation from May 11, 2026 Work Session)**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**  
(Sample motion – move to continue the Budget Public Hearing until Monday, June 8, 2026)

(Note: Continuation of the Budget Public Hearing will be held on June 8, 2026)

- B. Public Hearing Regarding Open Enrollment Policy

- **\*PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS (Sample motion – move to schedule a vote on the Open Enrollment Policy for Portsmouth School District/SAU52 at the June 8, 2026 City Council meeting)**

- C. 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 June 8, 2026 City Council meeting)**

- D. First Reading Regarding Ordinance Amendment to Chapter 5, Fire Department and Prevention Regulations, Article IX: Adopted Fire Codes (**Sample motion – move to pass first reading of the amendment to Chapter 5, Fire Department and Prevention**

**Regulations, Article IX: Adopted Fire Codes, and schedule a public hearing and second reading at the June 8, 2026 City Council meeting)**

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

- A. \*Request for a Work Session on Mechanic Street Pump Station Replacement Project on June 22, 2026
- B. Renewal of International Drive Water Tank License Agreement
- C. 175 Fleet Street License and Landscape Agreement
- D. Public Art Contract
- E. South Meeting House Lease Revisions

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

- A. Pole License Request 63-0771
- B. Event Request by St. John's Masonic Lodge – Annual Parade Sunday June 28, 2026
- C. Active City Encumbrances Report from Peter Rice, Director of Public Works dated May 7, 2026.

**13. Presentations and Written Communications**

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

**14. Mayor McEachern**

- A. Appointments to be Considered
  - Reappointment of Deidre (Dee) Forte to the Cemetery Committee
  - Reappointment of Michael Griffin to the Cemetery Committee
  - Reappointment of Sue Polidura to the Cemetery Committee
  - Reappointment of Talia Sperduto to the Conservation Commission
  - Reappointment of Barbara McMillan to the Conservation Commission
  - Appointment of Matt Dydo to the Arts and Cultural Commission
  - Appointment of Marta Hurgin to the Sustainability Committee
- B. Appointments to be Voted (*Sample motion – move to appoint the following as presented*):
  - Appointment of Tyler Garzo to the Bicycle and Pedestrian Blue Ribbon Committee

- Appointment of Ryan Harper to the Bicycle and Pedestrian Blue Ribbon Committee
- Appointment of Ken Hale to the Citywide Neighborhood Committee
- Appointment of Christian Berling to the Citywide Neighborhood Committee

**15. City Council Members**

- A. \*Councilors Tabor, Bagley, and Moreau - May 13, 2026 Fee Schedule Study Committee Update on RAPP

**16. Approval of Grants/Donations**

- A. \*Acceptance of Community Development Block Grant Funds - \$499,576  
B. Acceptance of Senior Activity Center Luncheon Fund Donation - \$500

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

- A. \*Household Hazardous Waste Day Update  
B. RAPP Pilot Program Policy  
C. Emerging Contaminants Clean Water, State revolving Fund (CWSRF) Grant for Coakley Landfill Group (CLG)

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

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

\*Indicates verbal report with no attachments

MEETING MINUTES AND ACTIONS OF THE PORTSMOUTH CITY COUNCIL  
MAY 5, 2026, 7:00 PM  
MUNICIPAL COMPLEX, 1 JUNKINS AVENUE, PORTSMOUTH, NEW HAMPSHIRE

**Mayor McEachern called the meeting to order at 7:00 PM**

**1. Roll Call**

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

Absent: Councilor Bagley

**2. Invocation**

Mayor McEachern asked all to hold in our hearts the brave men and women, deployed on behalf of all of us, and for a safe return from the war in Iran.

**3. Pledge of Allegiance**

Mayor McEachern led the Pledge of Allegiance.

**4. Acceptance of Minutes**

A. April 6, 2026, City Council meeting

**Assistant Mayor Kelley moved to accept and approve the minutes of the April 6, 2026, City Council meeting. Seconded by Councilor Cook. Motion passed unanimously.**

B. April 20, 2026, City Council meeting

**Councilor Tabor moved to accept and approve the minutes of the April 20, 2026, City Council meeting. Seconded by Councilor Blalock. Motion passed unanimously.**

**5. Recognitions and Volunteer Committee Reports**

A. Recognitions

- Crossing Guard Appreciation
- Public Service Recognition Week
- Donation in Honor of Frankie

B. Proclamations

- Progressive Supranuclear Palsy & Corticobasal Degeneration Awareness Month – Colin Gibney was presented the Proclamation by Mayor McEachern

- Affordable Housing Week – Kara Anne Rodenhizer was presented the Proclamation by Assistant Mayor Kelley
  - Mental Health Awareness – Amy Michaels was presented the Proclamation by Councilor Blalock
  - Kids to Park Day – Todd Henley was presented the Proclamation by Councilor Flynn
6. **Public Comment Session** – There were nine (9) speakers: Deborah Van Patten (Breakaway Burger Night to benefit SPCA in honor of Frankie), Amy Michaels (Mental Health Awareness upcoming events) Colin Scholler (RAPP fee increase), Stephanie Young (Affordable Housing), Jim Lee (City Clerk appointment), \*Petra Huda (City Clerk Appointment), Paige Trace (former City Clerk), Rick Becksted (Teacher Appreciation Week, Meeting Minutes, former City Clerk), Roy Helsel (speeding motorists)

**\*Mayor McEachern suspended the rules and brought forth an item out of order under his name, Item 14. A. Appointment of Sally Kellar as City Clerk of the City of Portsmouth. This appointment is made in accordance with City Charter, Section 4.2 and NH RSA 48:2**

7. (14. A) Appointment of Sally Kellar as City Clerk of the City of Portsmouth. This appointment is made in accordance with City Charter, Section 4.2 and NH RSA 48:2

Mayor McEachern asked Acting City Attorney McCourt to explain who has the authority to appoint the City Clerk. Acting City Attorney McCourt explained, the Portsmouth City Charter was validly enacted upon the previous NH RSA 49:A which has since been repealed. However, NH RSA 49-B:13 allows this charter to still be valid. Under the Portsmouth City Charter, the City of Portsmouth adopted the City Council/City Manager form of government. It is the City Manager that has the authority to appoint/remove all employees and officers of the City of Portsmouth. For this reason, NH RSA 48:2 does not apply to the appointment or removal of the City Clerk. The City Council does not have the authority to make this appointment.

**This appointment was not taken up.**

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

- A. Public Hearing and Second Reading of Ordinance Amending Chapter 11, Article II, Section 11.216 (B) Relative to Sewer Use Charges

Suzanne Woodland, Regulatory Counsel, presented a minor amendment to allow the City to collect fixed service fees in addition to sewer use charges. This is in accord with the recommendations made at the March 2, 2026, City Council work session on the Water and Sewer Rate Study.

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

**Councilor Moreau moved to pass second reading of the amendment to Chapter 11, Article II, Section 11.216 (B) relative to the establishment of sewer fees and hold third and final reading at the May 18, 2026 City Council meeting. Seconded by Councilor Flynn.**

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

**Councilor Moreau moved to suspend the rules and move to bring forward the third and final reading, seconded by Councilor Cook.**

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

**Councilor Moreau moved to pass third and final reading of the amendment. Seconded by Councilor Blalock.**

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

B. 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

Deputy City Manager Carl Weber presented a summary of a one-year RAAP pilot program prioritizing resident parking and testing new on-street approaches to public parking.

This program includes:

- Prioritizing access to resident on-street parking
- Testing whether charging non-residents improves parking availability
- A license plate-based system
- A new on-street pilot for Downtown Workforce Parking on Parrot Ave
- A data driven program with quarterly reporting and the ability to adjust

Key Points:

- Resident-first parking strategy
- Simple system
- New on-street solution for Downtown Workforce parking
- Financially self-supporting pilot
- Data Driven approach to future neighborhood/stakeholder explosion
- May support higher density affordable housing developments

There was Council discussion about approving pricing and the timeline of implementing the pilot program.

Mayor McEachern opened the public hearing. There were four speakers: Rick Becksted, Brooks Stevens, Robin Husslage (via Zoom), Tyler Garzo

**Councilor Hopkins moved to pass the second reading and hold third and final reading at the May 18, 2026, City Council meeting. Seconded by Assistant Mayor Kelley.**

**Councilor Cook moved to amend Chapter 7, Parking, Article I - Parking Meters, Section 7.102, Parking Meter Rates Section 3.B to state the parking rate for non-residents will be set by the fee study committee and Section 3.C to state the parking rate for downtown workers who have registered for the Downtown Workforce Parking Program for on street parking will be set by the fee study committee. Parrott Avenue is the only street in the RAPP Zone where downtown worker parking is permitted. Seconded by Assistant Mayor Kelley.**

**On a unanimous vote, motion to amend passed.**

**Councilor Moreau moved to request a report back from the fee committee by June 22, 2026. Seconded by Councilor Blalock.**

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

**Acting City Attorney McCourt opined that the amendment was a material change. Councilor Tabor moved to re-notice public hearing and reschedule second reading at the May 18, 2026 City Council meeting. Seconded by Councilor Moreau.**

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

**Councilor Moreau moved to suspend the rules and bring forth an item out of order, Item 13. B. Presentation from David Allen, President of New Hampshire Seacoast Greenway Alliance Regarding Railtrail. Seconded by Assistant Mayor Kelley.**

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

9. (13. B.) Presentation from David Allen, President of New Hampshire Seacoast Greenway Alliance Regarding Rail Trail

**Assistant Mayor Kelley moved to suspend the rules and brought forth an item out of order, 11.D. Open Enrollment Policy for Portsmouth School District/SAU 52 Seconded by Councilor Tabor.**

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

After Mr. Allen's presentation, Councilor Cook asked about the potential for murals along the Railtrail. Councilor Blalock spoke to the positive impact of the Railtrail to the City.

**Councilor Moreau moved to suspend the rules and bring forth an item out of order, Item 11. D. Open Enrollment Policy for Portsmouth School District/SAU 52. Seconded by Councilor Tabor.**

10. (11. D.) Open Enrollment Policy for Portsmouth School District/SAU 52

School Superintendent Dr. McLaughlin and School Board Chair Rappaport gave an update on the status of Open Enrollment legislation. Pending the potential passage of State legislation to adopt a policy to mandate open enrollment to take effect July 1, 2026, the School Board has passed a cautious and conservative policy so that guidance is in place. There are still many unknown and unanswered questions regarding Open Enrollment for NH schools.

**Assistant Mayor Kelley moved to schedule a public hearing on the Open Enrollment Policy for Portsmouth School District/ SAU 52 at the May 18, 2026 City Council meeting. Seconded by Councilor Cook.**

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

**Councilor Blalock moved to suspend the rules to bring forth an item out of order, 14.B. Appointments to be Considered and Voted. Seconded by Assistant Mayor Kelley.**

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

11. (14.B.) Appointments to be considered

- Appointment of Amy Michaels to the Behavioral Health Blue Ribbon Committee
- Appointment of Kelly Hartnett to the Behavioral Health Blue Ribbon Committee
- Appointment of Lisa Jacobus to the Behavioral Health Blue Ribbon Committee
- Appointment of Olivia Harris to the Behavioral Health Blue Ribbon Committee
- Appointment of Whitney Brown to the Behavioral Health Blue Ribbon Committee
- Appointment of Anne Poubeau to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of Patrick Daley to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of Stella Whitehouse to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of Matthew Glenn to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of Robin Lurie-Meyerkopf to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of Colleen Garcia to the Bicycle & Pedestrian Blue Ribbon Committee

- Appointment of Stephen Longstaffe to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of Dawn Przychodzien to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of William Lyons to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of Anne Torrez to the Bicycle & Pedestrian Blue Ribbon Committee
- Appointment of Freddy Petrone to the Bicycle & Pedestrian Blue Ribbon Committee

**Councilor Cook moved to appoint the following as presented. Seconded by Councilor Flynn.**

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

**Councilor Moreau moved to suspend the rules and bring forth an item out of order, Item 11. C. Request for First Reading Regarding Ordinance Amendment to Chapter 5, Fire Department and Prevention Regulations, Article IX: Adopted Fire Codes. Seconded by Councilor Hoopkins.**

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

12. (11.C) Request for First Reading Regarding Ordinance Amendment to Chapter 5, Fire Department and Prevention Regulations, Article IX: Adopted Fire Codes

**Councilor Flynn moved to schedule first reading of the amendment to Chapter 5, Fire Department and Prevention Regulations, Article IX: Adopted Fire Codes, at the May 18, 2026 City Council meeting. Seconded by Councilor Hopkins.**

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

**Mayor McEachern called for a recess at 9:27 PM.**

**Mayor McEachern called the meeting back to order at 9:37PM**

13. (11.A ) Adoption of Three-Tier Water and Sewer Rate Structure for FY27

**Councilor Cook moved to adopt the recommended three-tier rate structure for water and sewer service for FY27. Seconded by Councilor Tabor.**

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

14. (11.B) Street Naming for 550 Sagamore Avenue

**Councilor Blalock moved to authorize the use of Spruce Street as the private street name for the new private street originating at the former street address known as 550 Sagamore Avenue. Seconded by Councilor Moreau.**

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

## 15. Consent Agenda

- i. Letter from Ian Coughlan of Coureur Goods Requesting the Go Skate Day Event on June 21, 2026
- ii. Active City Encumbrances Report from Peter Rice, Director of Public Works dated April 23, 2026
- iii. Letter from Phil von Hemert and Nancy Cassidy of Sail Portsmouth Requesting the Sail Portsmouth Maritime Event on July 23, July 24, July 25 and July 26, 2026
- iv. Letter from Julien Icher of the Lafayette Trail Requesting a Lafayette250 Program on May 27, 2026

**Councilor Tabor moved to adopt the consent agenda and authorize the City Manager to act as presented. Seconded by Councilor Blalock.**

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

## 16. Presentations and Written Communications

### A. Email Correspondence

**Councilor Cook moved to accept and place on file. Seconded by Councilor Blalock.**

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

## 17. City Council Members

### A. Councilor Cook

- Municipal Arts & Cultural Banner Policy Report Back

Councilor Cook requested a report back from the Legal Department on the status of the Arts & Cultural Banner Policy.

### B. Councilor Bagley/Councilor Moreau

- Report Back on On-Street Parking

**Councilor Moreau moved that the City Manager be directed to report back to the City Council with an analysis of on-street parking rates and policies in light of the anticipated garage parking rate increase, with the understanding that any recommended adjustments shall not result in increased on street parking costs for Portsmouth residents. Seconded by Councilor Cook.**

There was discussion/possible inclusion in the motion above about Fee Committee approval for both garage and on street parking.

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

C. Councilor Flynn

- School Food Insecurity Taskforce

**Councilor Flynn moved to direct City staff to coordinate with the Portsmouth School Board and staff to jointly establish a School Food Insecurity Taskforce as specified by the Council's 2026-2027 Strategic Goals, and report back/offer preliminary findings by the end of the calendar year. Seconded by Assistant Mayor Kelley.**

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

**18. Approval of Grants/Donations**

- A. Acceptance of Wellness Reward from Health Trust - \$2,000

**Councilor Hopkins moved to accept the donation as presented. Seconded by Councilor Tabor.**

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

- B. Acceptance of Grant for Household Hazardous Waste Collection Day from New Hampshire Department of Environmental Services (NHDES) - \$4,204

**Assistant Mayor Kelley moved to authorize the City Manager to enter into a Grant Agreement with New Hampshire Department of Environmental Services to accept \$4,204 from the Household Hazardous Waste Collection Grant Program and execute any contracts or documents which may be necessary for this grant agreement. Seconded by Councilor Flynn.**

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

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

- A. Upcoming Budget Meetings - City Manager Conard shared the upcoming FY27 Budget Meeting Schedule and encouraged the public to participate in person or via Zoom.
- B. Dog Licensing – City Manager Conard shared the Clerk's Office update that dog license late fees and fines can be avoided by licensing dogs before June 1<sup>st</sup>.
- C. Update on SchoolCare – A verbal update was given by Acting City Attorney McCourt.
- D. Draft City Council Policy No. 2026-01 – Resident Access Parking Program (RAPP) Pilot was reshared

**20. Adjournment**

**Councilor Tabor moved to adjourn the meeting at 9:59 PM. Seconded by Councilor Blalock.**

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

Prepared by:  
Sally Kellar  
City Clerk

Approved by the City Council

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

*The Portsmouth City Council meeting of May 4, 2026, can be viewed in its entirety on the City of Portsmouth YouTube Channel.*

The Council Chambers  
City Hall  
Portsmouth, New Hampshire

A Proclamation

**Whereas:** National Women's Health Month is recognized every May and celebrated by the U.S. Department of Health and Human Services' Office on Women's Health to encourage all women to make their health a priority; and

**Whereas:** Recognizing that overall health encompasses physical, mental, emotional, and social well-being is vital, and acknowledging that women, who make 80 percent of health care decisions in the United States, significantly influence family health outcomes; and

**Whereas:** After age 65, 90% of New Hampshire women are living with at least one chronic condition, resulting in negative impacts on physical, mental, and financial well-being; and

**Whereas:** Women's Health Month highlights a broad range of women's health issues, including heart disease, diabetes, cancer, respiratory disease, and mental health, in order to empower women to take charge of their health, understand their options, and connect with available resources, thereby promoting equitable access to care.

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 May 2026

Women's Health Month

and encourage all women to prioritize their health through healthy lifestyle choices, regular exercise, and consistent medical check-ups.



Given with my hand and the  
Seal of the City of Portsmouth,

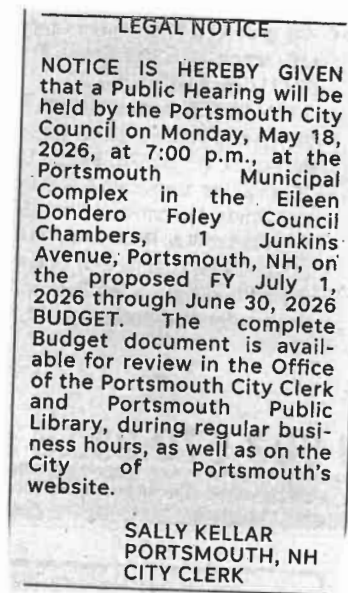
~~on the fourth day of May, 2026~~

Deaglan McEachern, Mayor of Portsmouth

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, May 18, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, NH, on the proposed FY July 1, 2026 through June 30, 2026 BUDGET. The complete Budget document is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours, as well as on the City of Portsmouth's website.

SALLY KELLAR  
PORTSMOUTH, NH CITY CLERK



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, May 18, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, NH, on the proposed Open Enrollment Policy for Portsmouth School District/SAU 52. The Open Enrollment Policy is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

SALLY KELLAR  
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

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SALLY KELLAR  
PORTSMOUTH, NH  
CITY CLERK



# PORTSMOUTH SCHOOL DEPARTMENT

## OFFICE OF THE SUPERINTENDENT OF SCHOOLS

ZACH MCLAUGHLIN  
SUPERINTENDENT OF SCHOOLS

PATRICIA HAYNES  
ASSISTANT SUPERINTENDENT

BRIAN CISNEROS  
BUSINESS ADMINISTRATOR

DAN ALEXANDER  
DIRECTOR OF PUPIL SUPPORT

### OPEN ENROLLMENT POLICY FOR PORTSMOUTH SCHOOL DISTRICT/SAU 52

The Portsmouth School Board has recommended an “open enrollment” policy for the City Council to adopt in accordance with the current law on open enrollment, NH RSA 194-D:3. The Open Enrollment Policy for Portsmouth School District/SAU 52 (“Open Enrollment Policy”) is as follows:

- a) Designate Portsmouth High School as an open enrollment school, pursuant to New Hampshire RSA 194-D, with an enrollment limitation continuing to allow 100% of all its eligible resident students and 100% of non-resident students eligible through the Area Agreement with SAU50 to attend:
- b) Allow all other admitted non-resident students to make up no more than 0.2% of the total enrollment in the Portsmouth School District or up to 20 students, whichever is lower; and
- c) Limit the number of its resident students who may attend open enrollment schools located outside the district to no more than 0.05% of the total enrollment in the Portsmouth School District.

This Open Enrollment Policy shall take effect only if the state enacts a mandatory open enrollment law in 2026. No further action will be required to add the effective date to this Open Enrollment Policy.

The School Board voted to recommend the Open Enrollment Policy to the City Council on **April 14, 2026**.

The City Council voted to approve the Open Enrollment Policy as recommended on \_\_\_\_\_.

Effective Date: \_\_\_\_\_.

**"THE PURPOSE OF THE PORTSMOUTH SCHOOLS IS TO EDUCATE ALL STUDENTS BY CHALLENGING THEM TO BECOME THINKING, RESPONSIBLE, CONTRIBUTING CITIZENS WHO CONTINUE TO LEARN THROUGHOUT THEIR LIVES,"**

AN EQUAL OPPORTUNITY EMPLOYER - EQUAL EDUCATIONAL OPPORTUNITIES

1 JUNKINS AVENUE, PORTSMOUTH, NEW HAMPSHIRE 03801 • (603)431-SOSO • FAX(603)431-6753



# PORTSMOUTH SCHOOL DEPARTMENT

To: Karen Conard, City Manager  
CC: Jane Ferrini, Senior Assistant City Attorney, Jessica Griffin  
From: Dr. Zach McLaughlin, Superintendent  
Date: April 22, 2026  
Re: Open Enrollment Policy Recommendation

## Summary

On April 14, 2026, the Portsmouth School Board voted unanimously to recommend that the City Council adopt a local open enrollment policy pursuant to RSA 194-D. The recommended policy establishes defined limits on both incoming and outgoing student transfers in order to maintain stability in enrollment, budgeting, and program delivery while complying with current law.

## Background

Recent legal and legislative developments have increased the urgency for districts to take a clear position on open enrollment. A New Hampshire Supreme Court ruling requires districts to pay tuition for resident students who enroll in other districts, even if the district has not formally adopted an open enrollment policy. At the same time, proposed state legislation could significantly expand open enrollment statewide.

In response, many New Hampshire communities, including Somersworth and others in the Seacoast region, have adopted policies that establish local parameters around enrollment and capacity. These approaches are intended to preserve local control and reduce financial and operational uncertainty.

## School Board Action

At its April 14, 2026 meeting, following a public hearing on open enrollment, the School Board voted 9–0 to recommend the following framework to the City Council:

- Designate Portsmouth High School as an open enrollment school
- Continue to allow 100% of resident students and all students eligible under the SAU 50 AREA Agreement to attend Portsmouth High School
- Limit additional non-resident enrollment to no more than 0.2% of total district enrollment, or 20 students, whichever is lower
- Limit the number of resident students enrolling in other districts to no more than 0.05% of total district enrollment



## **Rationale**

The School Board's recommendation reflects several considerations:

- Maintaining stability in student enrollment to support effective staffing and program delivery
- Reducing exposure to unplanned tuition costs associated with outbound student transfers
- Preserving the integrity of the SAU 50 AREA Agreement and longstanding regional relationships
- Establishing clear, locally controlled parameters while state policy remains in flux

This approach balances compliance with state law and the concept of open enrollment with the need to manage financial and operational risk at the local level.

## **Recommendation**

The School Board recommends that the City Council adopt the proposed Portsmouth School Department Open Enrollment Policy consistent with the parameters approved by the School Board on April 14, 2026.

## **Proposed Motion**

Vote to Approve the Portsmouth School Board Recommended Portsmouth School Department Policies: Open Enrollment.



# PORTSMOUTH SCHOOL DEPARTMENT

## OFFICE OF THE SUPERINTENDENT OF SCHOOLS

ZACH MCLAUGHLIN  
SUPERINTENDENT OF SCHOOLS

PATRICIA HAYNES  
ASSISTANT SUPERINTENDENT

BRIAN CISNEROS  
BUSINESS ADMINISTRATOR

DAN ALEXANDER  
DIRECTOR OF PUPIL SU

To: Karen Conard, City Manager  
From: Lisa Rapaport, Portsmouth School Board Chair  
Date: April 27, 2026  
Re: Portsmouth School Board Open Enrollment Memorandum

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**The Portsmouth School Board recommends a cautious, limited approach to open enrollment at this time because of the unpredictability it creates for budgeting and curriculum planning.** As currently proposed, open enrollment would make it impossible for us to establish classroom assignments and student schedules based on a predictable number of enrolled students. It would also make it impossible for us to budget appropriately for staffing and programming, particularly if the state open enrollment law takes effect immediately after we conclude our budgeting process for fiscal 2027.

Our proposed open enrollment policy would only take effect in the event that New Hampshire enacts a mandatory statewide open enrollment law. The memo below outlines many questions and concerns about open enrollment that remain unanswered at this time.

### **Portsmouth Open Enrollment: Key Unanswered Questions:**

- Will open enrollment negatively impact our longstanding Area Agreement with SAU 50, either by creating capacity challenges or by creating uncertainty around tuition agreements?
- Will open enrollment interfere with our ability to set tuition rates and collect tuition from out-of-district students who currently pay to enroll at RJLA, our alternative high school program?
- Will open enrollment cause significant shifts in the proportion of students who have special education (IEP, 504) or who require English language support, or other services in our schools, and how will we plan for and budget for these shifts if it drives up costs?

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- Will open enrollment create or exacerbate socioeconomic inequity in our Seacoast area schools, since students can only go to new schools out of district if their families provide the transportation and have the time/money to facilitate this?

## Open Enrollment Policy for Portsmouth School District/SAU 5

### 1. School Board Open Enrollment Policy recommended to the City Council, to take effect only in the event that New Hampshire enacts a new mandatory statewide open enrollment policy:

- a) Designate Portsmouth High School as an open enrollment school, pursuant to New Hampshire RSA 194-D, with an enrollment limitation continuing to allow 100% of all its eligible resident students and 100% of non-resident students eligible through the Area Agreement with SAU50 to attend;
- b) Allow all other admitted non-resident students to make up no more than 0.2% of the total enrollment in the Portsmouth School District or up to 20 students, whichever is lower; and
- c) Limit the number of its resident students who may attend open enrollment schools located outside the district to no more than 0.05% of the total enrollment in the Portsmouth School District.

This Open Enrollment Policy shall take effect only if the state enacts a mandatory open enrollment law in 2026. No further action will be required to add the effective date to this Open Enrollment Policy.

### 2. School Board Enrollment and Enrollment Capacities Policy (Passed first reading 3/24, to take effect immediately upon passage of second reading)

Policy JF Enrollment and Enrollment Capacities is recommended by NHSBA. This policy directs the superintendent to establish criteria for determining capacity annually for each school in the district, and to report on capacity to the school board annually. The full policy, as approved on first reading, is available [here](#). It allows the superintendent to consider factors such as physical space constraints, the complexity of student needs, staffing levels, and to prioritize capacity for our Area Agreement SAU50 students and students who attend RJLA from out of district.

### Additional Open Enrollment Questions Posed by School Boards Statewide (Created by the School Board Advocacy Network, input from Portsmouth and other districts)

This list of questions was originally created to address concerns about SB 101. Some of those questions no longer apply, given that SB 101 was tabled. However, another open enrollment bill (HB 751) is presently in Committee of Conference. **Many questions still remain on open enrollment and more have been added.**

Although SB 101 was tabled, Senator Lang's [latest proposed amendment](#) from March 25<sup>th</sup> raised many questions on open enrollment:

**A. General Questions:**

- When a student enrolls in an excess SWEPT community, does the state contribute any new money or are local taxpayers expected to cover the cost from their excess SWEPT revenue?
- Would open enrollment students be counted in the Average Daily Membership counts for Extraordinary Needs Grants and/or or Fiscal Capacity Disparity Aid calculations for the receiving district?
- Which district pays when a student with a 504 plan needs costly accommodations? The bill language is silent on this issue.
- Page 1, lines 22-23 of the March 25th amendment limits the definition of pupils to K-12, but the public school system serves students with disabilities from ages 3 through 22. How are the needs and rights of these youngest and oldest students accounted for in this bill language?
- Page 2, lines 19-20 state a parent may apply on behalf of a student. Can 18+ year old students apply for themselves? What if two parents disagree about placement?

**B. Questions about Capacity:**

- How is capacity defined, or is this a district-level decision? (Max occupancy according to the fire marshal, student-teacher ratios, staffing levels, available building space, special education caseloads, class size, etc.)
- Can schools/districts set capacity levels for different programs within a school?
- Are students guaranteed a seat in their home school district even if the school is “at capacity”?
- Can a district refuse currently enrolled out of district students for the next school year if their continued enrollment would cause hardship for the receiving school in the form of requiring additional staffing or need for additional and unavailable classroom space (for example, needing to split a large class into two)?
- If districts are barred from accepting students on the basis of grade level, does that mean they cannot consider the capacity of each grade? What happens if one grade level is at capacity and several out of district students enroll?

**C. How to apply Residency:**

- If any person living in the state is a legal resident of a school district, how do you establish a “sending” district (Page 1, lines 16-19; and page 2, lines 9-11)?
- Will the state provide adjusted adequacy payments to account for private school students who enroll mid-year in a different public school (thereby leaving their resident/sending district responsible for 100% of the tuition cost when they had not budgeted for that student in the first place)?
- If a student has parents with shared custody who live in separate districts and the student attends school in a third district, how and by whom will “sending district” be determined? How do divorce proceedings impact the process of determining the district of liability and the student's best interests?

**D. Enrollment:**

- Do non-resident students need to re-apply every year or are they guaranteed a seat for all future years of attendance? Or is this a district-level decision?
- Is an applying student given priority if their sibling already attends in that district?

- Do districts have the ability to set a timeframe on or deadline for student registrations?
- Is there a limit to how many times a student can enroll in a new school district, or how long a new student must remain in the district before transferring out again?
- Is there a standard process through which districts are supposed to select students?
- Page 3, lines 23-29: *Application for transfer may be denied only for 4 reasons: 1) Student expulsion from a prior district; 2) chronic and severe disciplinary issues; 3) chronic absenteeism; 4) receiving district has capacity issues.*
  - Are reasons 2, 3, and 4 interpreted or defined by the receiving district?
  - Public schools cannot deny students entrance based on disciplinary issues or chronic absenteeism. Will there be any further guidance or clarification in the language that would absolve school districts from being at risk of discrimination since the bill's language permits denials for both reasons?
  - What if the disciplinary/absenteeism issues are a manifestation of a child's disability? Would that mean that a receiving district would not be able to consider these concerns when making a decision?
- Can a receiving school dismiss/expel a student who becomes a behavioral concern? Where would the student go in these cases if expulsion is a qualifying denial category?
- Can districts refuse to enroll a student (or unenroll an existing student) if families do not pay the difference in cost?
- Can students shift schools whenever they would like? For example, if a student doesn't make the varsity basketball team, can they unenroll and enroll in a different school?
- Regarding the language on page 2, lines 30-33: *"Each district legislative body shall establish an open enrollment policy to allow pupils to transfer among schools within the district, from another district in the state, or IN ANY STATE THAT HAS AN INTERSTATE CONTRACT WITH NEW HAMPSHIRE THAT DOES NOT REQUIRE NONRESIDENT PUPILS TO PAY AN APPLICATION FEE OR TUITION."*
  - The last part of this amendment is vague and unclear what this actually means. Does this mean NH students can go to school in another state? Does this mean students from other states can enroll in NH schools? For school districts that sit on the Maine and/or Vermont state borders, it is important to have this language clarified.
- Schools that do not offer all grade levels have had long-standing agreements/tuition contracts with neighboring districts which include priority enrollment for students from the sending district. Will preferential enrollment agreements be honored if open enrollment becomes mandatory for all schools?
- Many tuition agreements are set at rates lower than what districts could charge under open enrollment. What will stop districts from ending tuition agreements and insisting on open enrollment tuition?
- (Regarding the situation above) If tuition agreements will not be honored and all students have to apply separately for open enrollment slots, will parents now be required to pay the difference even if their district does not have a program for their student's grade level (i.e. enrollment in another district is a requirement not choice)? What protections will be put in place for the towns now facing larger tuition bills?

#### **E. Special Education & Equity:**

- Read ABE NH's [growing list of questions regarding students with disabilities](#)
- How will students with disabilities receive a Free and Appropriate Public Education if they attend a different public school that is not equipped to meet their unique needs or the provisions within their IEP? Can a family demand that a school create an intensive needs program for example?

- How will English language learners receive the services they need when moving into a district that has no such programming? The DOE adequacy aid spreadsheet indicates more than 100 NH towns have zero ELL student population.
- How will home districts be able to continue tracking the progress of students with disabilities to assure compliance with state and federal regulations if case managers will now need to travel around the state to follow these students?
- Would special education students requiring transportation receive that service at the sending district's expense, even if the distance/cost is significantly higher?
- Does the sending or receiving school determine if a student should be newly evaluated for special education services? Who arbitrates if the two districts disagree on whether to proceed with testing?
- Will the state provide scholarship funding to pay tuition and/or transportation costs for families who would like to participate in open enrollment but do not have the resources or means to transport their children to another district so there is equity in accessibility?
- If a district provides specialized transportation to their school through a student IEP (for example a wheelchair accessible bus and/or supervised bus transport) and transport to a school outside of the district chosen by a student increases that cost of transport, does the sending district or parent incur that added cost? If the parent opts to get their student who needs additional support (i.e. wheelchair transport or supervised transport) to a bus stop within the receiving district, does the receiving district, the sending district, or the parents incur the cost of ensuring the bus on that route has adequate accessibility and staffing?
- In this "competing for students" model, will the moratorium on building aid be lifted so schools can be upgraded or replaced with more modern facilities?
- If all public schools become universal open enrollment schools, what changes in state funding will be coming to minimize unsustainable tuition shifts in property poor communities?
- How will nursing needs be met if a medically high risk student moves into a district/school without full time nursing staff? Who will be responsible to cover the additional costs of hiring/maintaining a school RN to meet the need?
- Will the state provide additional funds to cover the mandated cost of the additional buses if a district has multiple schools, it must transport special education students to under open enrollment?
- How will additional costs of implementing 504 plans be accounted for in this system, and will those costs fall on the receiving school? Who pays if a 504 plan requires elevator access and the receiving school has no elevator? Similarly, what about access to certain spaces (such as a sensory break room) or other areas which may not exist in one school but is not part of special education?
- If there is staff training or equipment required in order to properly implement a 504 plan or an IEP, is the resident district responsible for funding that? How can a district that is not the providing district require something of another district's staff?

**F. Finances and Budgeting:**

- 15 New Hampshire school districts have no physical school in their district and therefore have no cost per pupil figure established by the NH Department of Education. How is tuition established for these 15 districts?
- Who determines whether a sending district demonstrates the need for a lower tuition rate relative to fixed costs (page 4, lines 33-34)? How is the percentage between 80 and 100 determined?

- How often (if ever) would a district need to substantiate this financial need? Who decides when districts disagree on the percentage to charge?
- How frequently would districts and families need to pay tuition to receiving districts: annually? bi-annually? monthly? quarterly?
- How would payment for mid-year transfers be calculated, particularly if a family had pre-paid tuition?
- If a sending district is allowed to pay only 80% and that number is less than 100% of the receiving district's cost per pupil, does the family still pay the balance?
- What happens when a school district or parents do not pay in a timely manner, what recourse does the receiving school district have? Will they be required to continue to educate the child at the receiving school district's and town's expense?
- How are facility costs and improvements shared with neighboring towns whose students attend a receiving school?
- When determining cost per pupil, can districts [differentiate by school level](#) or do they use the average cost per pupil for the entire district?
- When determining cost per pupil, is tuition paid to receiving districts included in the calculation? If so, does this not effectively create a price floor for the sending district?
- How does open enrollment work in towns with longstanding AREA agreements and tuition agreements in which school boards have set tuition rates in cooperation with their neighboring towns? Does this legislation override local decision-making? Does it create legal liabilities if AREA contracts are violated?
- How will fixed costs in a sending district (bond payments, utilities, grounds and building maintenance, etc.) be accounted for if students take the entire per-pupil cost with them to another district?
- How will potential shifts in enrollment impact title Grants for Title 1 in particular? Many small, targeted schools have razor thin margins and a small shift could throw that off for Oct. 1 ADM considerations leading to eligibility.

**G. Athletics:**

- Will safeguards be put into place to discourage or limit students from applying to one school specifically because of its athletic program?
- What protections will be put in place to prevent coaches from recruiting students for their teams? Will recruitment be prohibited or discouraged in an open enrollment system?
- Would passive recruiting via an athletic informational night be permissible under the provisions of this legislation?
- Does this open enrollment legislation override NHIAA rules?
- [Section 4 of NHIAA Eligibility- Transfer rule](#)
  - NHIAA requires a student to be a full-time student in the district where their parents reside, but proposed bill language allows students to attend any school in the state, regardless of residence. Who makes the decision if a student can play?
  - If a student transfers without a family move, according to NHIAA, they are ineligible for 1 full year
  - There is an Athletic Motivation rule. How does this apply? How can it be enforced?
  - If recruitment is illegal under NHIAA, would open enrollment create word-of-mouth recruiting or recruiting pipelines unknowingly? If schools can't recruit, what stops informal recruiting between parents and players?
  - Who decides intent? What if a student and family like both a school's academic program AND they have a better team? Who decides the intent?

- Who determines athletic eligibility? The principal, NHIAA, state? What if a school says that an athlete is eligible, but NHIAA says they are not?
- If a student transfers after tryouts, can they still join the team?

#### **H. Oversight:**

- Why is the requirement for a study committee on the implementation and effectiveness of open enrollment removed and replaced with the word “may” (page 5, lines 25-26)?
- Who is ensuring districts are not denying transfer applications for ineligible reasons (page 3, lines 23-32)?
- Who is ensuring districts aren’t passing behavior issues or students with significant concerns on to other districts without notice?
- If a district’s local school system dissolves, how will the average cost per pupil be calculated in the future?
- Can a school district now decide to be “choice only” and not actually have a physical building?
- Why is there no language granting authority to the State Board of Education to create rules and parameters for this legislation?
- How much personal student data is shared during the application process, and how is that student data protected, especially in cases where the student is not accepted into the desired district? Who is responsible for ensuring the data is protected?
- What is the appeals process when a student is denied entry and the family believes the decision was wrongly decided?

#### **I. Logistics:**

- Many collective bargaining agreements require Reduction In Force (RIF) notices to be sent by April 15th each year. How will districts be able to honor this requirement if enrollment, finances, and staff needs are perpetually fluid?
- Do districts have the ability to limit how many students can leave to attend other schools? For example, a small district with 100 students would likely be insolvent if half of them left in one year.
- Would students in one school zone be able to access transportation to attend another school in a different zone of the same town/city (Page 3, lines 34-37 and page 4, lines 1-2 are not clear.)?
- How will fluctuating student enrollment affect districts qualifying for federal and state grants that base grant amounts on student enrollment and similar qualifications?
- How would this bill impact schools sending students to regional tech centers, as well as those offering regional tech center programming?
- Would public-private partnership schools like Pinkerton Academy be available to students in an open enrollment system?
- Will the state continue to use October 1st for enrollment numbers for adequacy grants if the enrollment is always changing?
- What is the explicit start date of this open enrollment program if the bill passes?

The School Board and the School Department are working with other New Hampshire communities to identify more open question and are working collaboratively to find solutions in the event the state passes mandatory open enrollment legislation.



# PORTSMOUTH SCHOOL DEPARTMENT

## OFFICE OF THE SUPERINTENDENT OF SCHOOLS

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SUPERINTENDENT OF SCHOOLS

PATRICIA HAYNES  
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BRIAN CISNEROS  
BUSINESS ADMINISTRATOR

DAN ALEXANDER  
DIRECTOR OF PUPIL SUPPORT

### An Open Letter on the Risks of Statewide Open Enrollment

Governor Ayotte and Members of the NH Legislature:

We write as school board members and district leaders from across New Hampshire to express serious concerns about the rapid advancement of statewide open enrollment. While expanding opportunity for students is a shared priority, major policy changes must be implemented in ways that do not destabilize the public education system that serves approximately 90% of New Hampshire students and their families. In addition, the use of a procedural maneuver to advance this legislation without any public hearings limits transparency, excludes the voices of Granite Staters, and stifles meaningful input on a sweeping change to public education.

Statewide open enrollment will create winners and losers. Recent analysis by [Reaching Higher NH](#) shows that open enrollment shifts costs onto sending districts and ultimately harms the students who remain. Sending districts must pay new tuition bills that conflict with voter-approved budgets, resulting in higher local property taxes and/or cuts to educational services. If just 20 students leave a district, and tuition is set at the state average cost per pupil of \$22,700, the district incurs a new tuition obligation of approximately \$454,000, an expense that must be absorbed within a fixed, voter-approved budget. While some students are able to transfer to districts with greater opportunities, those students without transportation are left behind in districts with fewer resources and diminished programs. If choice is not available to all students, it is not truly choice.

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In states with full open enrollment, state governments fund public education at significantly higher levels, absorbing much of the risk created by student movement. New Hampshire provides no such buffer. For example, state contributions in Arizona (43%), Idaho (65%), and Mississippi (46%) far exceed New Hampshire which only funds 29% of public education. In the Granite State, the absence of meaningful state investment means those costs are shifted directly onto local property taxpayers, disproportionately impacting rural and lower-property-wealth districts.

The speed with which statewide open enrollment is advancing has left [dozens of critical questions unanswered](#). Our boards and district leaders have raised persistent concerns about how special education services will be delivered, billed, and reconciled when students transfer. Capacity is treated as a simple seat count rather than a district's actual ability to meet student needs, including staffing levels, caseloads, specialized programs, and compliance obligations. At the same time, districts will face a significant increase in administrative costs and workload. Collectively, these gaps shift operational risk, legal exposure, and political accountability onto local boards and SAUs, forcing districts to absorb consequences they did not design and cannot control. Proceeding without resolving these questions places districts in an untenable position by design and puts students at risk.

**We urge legislators to slow the advance of statewide open enrollment and adopt a more deliberate process that allows for open, public analysis.** A July 1, 2026 implementation date would take effect after school budgets have already been approved by voters, leaving districts unable to plan responsibly for its effects. Public education in New Hampshire depends on clear lines of responsibility between the state and its local districts. Without it, districts and taxpayers absorb the burden, and students bear the consequences. Moving forward without clarity hurts districts, taxpayers, and, most importantly, students, undermining confidence in the state's stewardship of public education.

Signed,

[Add your signature here](#)

**Total Signatures – 614**

**Superintendents**

Christine Downing – Grantham Superintendent (SAU 75)

John Shea – Somersworth Superintendent (SAU 56)

Marion Anastasia – White Mountains Regional Superintendent (SAU 36)

Kerry Kennedy – Claremont Superintendent (SAU 6)

Lois Costa – Hampton Superintendent (SAU 90)

James Lewis – Lempster Superintendent (SAU 71)

Jacqueline Coe – Henniker/Weare/Stoddard Superintendent (SAU 24)  
Brian M. Stack – Fremont Superintendent (SAU 83)  
Ann E. Forrest – Contoocook Valley Superintendent (SAU 1)  
Christopher Andriski – Exeter Cooperative Superintendent (SAU 16)  
Michael Fournier – Bedford Superintendent (SAU 25)  
Mary Beth Banios – Lyme Superintendent (SAU 76)  
Christi Michaud – Milford Superintendent (SAU 40)  
Christine Boston – Dover Superintendent (SAU 11)  
Amanda Doyle – Hopkinton Superintendent (SAU 66)  
Elizabeth Pogorzelski – Mascenic Regional Superintendent (SAU 87)  
Todd Allen – Newmarket Superintendent (SAU 31)  
Robin Steiner – Hanover Superintendent (SAU 70)  
Nate Byrne – Northwood Superintendent (SAU 44)  
Bob Thompson – Hampstead Superintendent (SAU 55)  
Christine Landwehrle – Chester Superintendent (SAU 82)  
Lori Lane – Rollinsford Superintendent (SAU 104)  
Justin Krieger – Timberlane Superintendent (SAU 106)  
David Backler – Gorham Superintendent (SAU 20)  
Everett V Olsen Jr – Merrimack Superintendent (SAU 26)  
Forrest Ransdell – Newport Superintendent (SAU 43)  
Dr. Aimee Frechette – Conway Superintendent (SAU 9)  
Daniel LeGallo – Franklin Superintendent (SAU 18)  
Robert Malay – Keene Superintendent (SAU 29)  
Dolores Fox – Haverhill Cooperative Superintendent (SAU 23)  
Jennifer L. Crawford – Hillsboro-Deering/Washington/Windsor Superintendent (SAU 34)  
Russell Holden – Sunapee Superintendent (SAU 85)  
Amy Allen – Lebanon Superintendent (SAU 88)  
Amanda Isabelle – Mascoma Valley Superintendent (SAU 62)  
Kristen Kivela – Mason Superintendent (SAU 89)  
Bill Furbush – Epping Superintendent (SAU 14)  
Dana S. Hilliard – Colebrook Superintendent (SAU 7)  
Michael Whaland – Tamworth Madison Freedom Superintendent (SAU 13)  
Patricia Wons – Newmarket Assistant Superintendent (SAU 31)  
Sandie MacDonald - Pittsfield Superintendent (SAU 51)  
Dr. Robert Shaps – Oyster River Cooperative Superintendent (SAU 5)  
Michael J. Tursi – Shaker Regional Superintendent (SAU 80)  
Deannah Rae – Barrington Superintendent (SAU 74)  
Julie King – Berlin Superintendent (SAU 3)  
Paul Hoiriis – Newfound Area Superintendent (SAU 4)  
Dana Andrews II – Plymouth Area Assistant Superintendent (SAU 48)  
Kyla Welch – Plymouth Area Superintendent (SAU 48)  
Meredith Nadeau – Hampton Falls, North Hampton, Winnacunnet Co-op Superintendent (SAU 21)  
Marcy Kelley – Bow Superintendent (SAU 67)  
Jennifer Chmiel, Manchester Superintendent (SAU 37)  
Michael Flynn, Derry Cooperative Superintendent (SAU 10)  
Donna Magoon – Wakefield Superintendent (SAU 101)  
Zachary McLaughlin – Portsmouth Superintendent (SAU 50)

Daniel Moulis – Hudson Superintendent (SAU 81)  
Jessica Benson – Hudson Assistant Superintendent (SAU 81)  
Randy Wormald – Andover Superintendent (SAU 46)  
Gina Bergskaug – Hollis Superintendent (SAU 41)  
Amy Stevenson – ConVal Assistant Superintendent (SAU 1)  
Dr. Shannon Bartlett – Winnisquam Regional Superintendent (SAU 59)  
Pamela Martin – Plymouth Area Assistant Superintendent (SAU 48)

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Heather Jasmin – SAU 29 School Administrator

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Dr. Katherine Foecking – ConVal School Board  
Beth Gibney – ConVal School Administrator

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Maria Watkins – Timberlane Regional School District Administrator

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Jason Baker – Barrington School Board  
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Matthew Finch – Belmont High School Administrator

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Rachel Lunan-Hill – Pierce Elementary School Principal

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Brenda Finoia - Benton School Board

### **Berlin**

Tammy Fauteux – SAU 3 Administrator

Sandy Pouliot – SAU 3 Administrator

Mark Pribbernow – SAU 3 Administrator

### **Bethlehem**

Erin Talcott – Profile School Board

### **Bow - full school board**

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Melynie Klunk – Bow School Board

Angela Hubbard – Bow School Board

Bryce Larrabee – Bow School Board

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Ron Kew – Swasey Central School Principal

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Lynn Powers – Brookline School Board  
Johanna Shriver Halligan – Brookline School Board  
Melanie Levesque – Hollis Brookline Cooperative School Budget Committee

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Donna Jo Hiltz – Campton School Board  
Amanda DiLeo-Guilbert – Campton School Board  
Ryan Timms – Campton School Board  
Sheila M. Donahue – Pemi-Baker School Board  
Carolyn Varin – Pemi-Baker School Board

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Diane Adam – Mascoma Valley Regional School Board

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Katelynn Fehn – Shaker Regional School Board  
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Loren David Howard – Claremont School Board

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Cayenne Amey – Colebrook School Board  
Misty Blais – Colebrook Academy and Elementary School Title I Project Director  
Kimberly Wheelock – Colebrook Academy and Elementary School Principal  
Bridget Cross – SAU 7 Business Manager

Jennifer Mathieu – SAU 7 Director of Curriculum, Instruction and Assessment

Jennifer Noyes – SAU 7 Director of Student Services

Devon Phillip – SAU 7 Health Director

Emilie Hall – SAU 7 Administrator

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Kristin Brooks – Columbia School Board

Diane Little – Columbia School Board

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Liz Boucher – Concord Board of Education

Jess Campbell – Concord Board of Education

Alex Dubois – Concord Board of Education

Brenda Hastings – Concord Board of Education

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Sarah Sadowski – Concord Board of Education

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Jennifer Theroux – Derry School Board

Jenna Paradise – Derry School Board

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Elizabeth Goldman – Dover School Board  
Maggie Fogarty – Dover School Board  
Seana Hallberg – Dover School Board  
Craig Flynn – Dover School Board  
Thomas Rup – NH Chief Technology Officers President

### **Dublin**

Nicole Pease – ConVal Administrator, Dublin Consolidated School

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Nicole Sloane – Dunbarton School Board  
Ryenne Roy – Dunbarton School Board  
Lori Wamser – Dunbarton School Board  
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Denise Day – Oyster River School Board  
Sean Harrison – Oyster River School Board  
Kelly Ickes – Oyster River School Board

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Melissa Lyons – Exeter Region Cooperative School Board Vice Chair  
Paul Doyle – East Kingston School Board  
Brandon French – East Kingston Elementary School Principal

### **Easton**

Megan Detamore – Lafayette School Board Vice Chair

### **Ellsworth**

Megan Blake – Ellsworth School Board Chair

### **Enfield**

Joseph Wood – Mascoma Valley School Board

### **Epping**

Benjamin Leavitt – Epping School Board Vice Chair  
Robin O'Day – Epping School Board  
Christine Vayda – Epping Business Administrator  
Sara Cantrell – Epping School Administrator  
Christopher Sousa – Epping School Principal

## **Epsom**

Michael Wiggett – Epsom School Board Chair

Carol Zink-Mailloux – Epsom School Board

Jennifer Smith – Epsom School Board

## **Errol**

Stacey Smith – Errol School Board Chair

Emma Burnell – Errol School Board

## **Exeter**

Bill Gauthier – Exeter Region Cooperative School Board Chair

Tim Reed – Exeter Elementary School Board

Kathleen Pratt – Exeter Elementary School Board

Dawn Bullens – Exeter Region Cooperative School Board

Neil Bleicken – Exeter Region Cooperative School Board

Jill Lizier – SAU 16 Chief Academic Officer

Arlynn Polletta – SAU 16 Chief Equity Officer

Mollie O’Keefe – SAU 16 Chief Financial Officer

Michelle Voto – Director of Adult Education

Elizabeth Cadorette – SAU 16 School Administrator

Ellen Riiska – SAU 16 Asst Officer for Student Services

Tonja Neve – Exeter High School Principal

Alison Bryant – Exeter School Administrator

Pamela Carr – Seacoast School of Technology Principal

Ryan McCluskey – Lincoln Street School Principal

## **Fitzwilliam**

Kristen Noonan – Monadnock Regional School Board Vice Chair

Jeff Cesaitis – Monadnock Regional School Board

## **Franconia**

Eugene Leeds – Lafayette School Board

Joseph Garrison – Lafayette School Board

## **Franklin**

Liz Cote – Franklin School Board Chair

Laurie Cass – Franklin School Board Vice Chair

Myla Marie Danforth – Franklin School Board

Kayla Morse – Franklin School Board

Jack Finley – Franklin School Board

Adam Heath – Franklin School Board

Jane Cote – Franklin School Board

David Levesque – Franklin School District Administrator

## **Gilford - full school board**

Jessica Jacques – Gilford School Board Chair

Nicole Hogan – Gilford School Board Vice Chair

Lauren Huleatt – Gilford School Board

Bob McLean – Gilford School Board

Monica Sawyer – Gilford School Board

### **Gilmanton**

Grace L. Sisti – Gilmanton School Board Vice Chair

Laura Gerard – Gilmanton School Board

Moira Cuthbert – Gilmanton School Board

### **Gilsum**

Jennifer Strimbeck – Monadnock Regional School Board

### **Goffstown**

Shane Rozamus – Goffstown School Board

### **Gorham**

Benjamin Mayerson – Gorham Randolph Shelburne School Board

Michael L Waddell – Gorham Randolph Shelburne School Board

Victoria Hill – Gorham Randolph Shelburne School Board

David Morrissette – School Administrator (SAU 20)

### **Grantham - full school board**

Lesley Fowler Nesbitt – Grantham School Board Chair

Jillian Bellmont – Grantham School Board Vice Chair

Philip Langsdorf – Grantham School Board

Nancy MacKenzie – Grantham School Board

Gerald Volpe – Grantham School Board

Kristen Reed – Grantham Village School Principal

### **Greenfield**

Curtis Hamilton – ConVal School Board Vice Chair

Shawne Hilliard – Greenfield Elementary School Principal

### **Greenville**

Jeremy Klebes – Mascenic Regional School Board

Gregory Pickering – Mascenic Regional School District Administrator

### **Hampstead**

Andy Kiburis – Hampstead School Board Chair

Melissa Denton – Hampstead School Board

Denise Meyer – Hampstead School Board

Nicole Tomaselli – Hampstead Director of Curriculum, Instruction and Assessment

### **Hampton**

Andrea Shepard - Hampton School Board Chair

Leslie Lafond – Winnacunnet School Board Chair

Nicole Cico – Winnacunnet School Board Vice Chair

Mariah Curtis – Hampton Business Administrator

### **Hampton Falls - full school board**

Gisela Manna – Hampton Falls School Board Chair

Barbara Goodman - Hampton Falls School Board Vice Chair

Jason Farias – Hampton Falls School Board

Anthony Lang – Hampton Falls School Board

Renee Palm – Hampton Falls School Board

Desiree Potter – Winnacunnet School Board

### **Hancock**

Dan Harper – ConVal School Board

### **Harrisville**

Katharine Abbott – Harrisville School District Administrator

### **Hanover**

Kelly McConnell – Hanover School Board Chair

Benjamin Keeney – Dresden School Board Chair

Deb Bacon Nelson – Hanover School Board

Carrie Russell – Hanover School Board

Marcela Di Blasi – Hanover School Board

Tara Velozo – Hanover School Board

Renee Sullivan – Hanover School Board

Jacqueline Lisa Christie – Dresden School Board

Gina C. des Cognets, Dresden School Board

Neil Odell – Dresden School Board

Rhett Darak – SAU 70 Administrator

### **Haverhill**

David Robinson – Haverhill School Board Chair

Aaron Palm – Haverhill School Board

### **Henniker**

Deb Morneau – Henniker School Board Chair

Courtney Portillo – Henniker School Board Vice Chair

Deborah Greaves – Henniker School Board

Zack Lawson – John Stark School Board Chair

James Newcomb – John Stark School Board

Jake Morrill – Henniker School District Administrator

### **Hill**

Carol Snow-Asher – Hill School Board Chair

Alexa White – Hill School Board

### **Holderness**

Joanne Pearce – Holderness School Board Chair

Tara DiSalvo – Holderness School Board  
Bonni Acton – Plymouth Regional School Board  
Patricia O’Neill – Pemi-Baker Regional School Board

**Hollis - full school budget committee**

Carryl Roy – School Board Chair  
Raphael Zack – Hollis School Board Vice Chair  
Anne Wake-DePasquale – Hollis School Board  
Jessica Lahens – Hollis School Board  
Holly Deurloo Babcock – Hollis Brookline Cooperative School Board Chair  
Amy Kellner – Hollis Brookline Cooperative School Board  
Tom Gehan – Hollis School Budget Committee Chair  
Michael Harris – Hollis School Budget Committee  
Peter Leavitt – Hollis School Budget Committee  
Chris Hyde – Hollis School Budget Committee  
Darlene Mann – Hollis School Budget Committee  
Mark Kost – Hollis School Budget Committee  
Joe Garruba – Hollis School Budget Committee  
Susan Benz – Hollis School Budget Committee  
Brian Rater – Hollis Brookline Cooperative Budget Committee

**Hopkinton - full school board**

Dulcie Lipoma – Hopkinton School Board Chair  
Andrea Folsom – Hopkinton School Board Vice Chair  
Rob Nadeau – Hopkinton School Board  
Jonathan Cohen – Hopkinton School Board  
Suzanne Carmichael – Hopkinton School Board

**Jaffrey**

John W McCarthy – Jaffrey-Rindge School Board  
Judy Wilson Ferstenberg – Jaffrey-Rindge School Board  
Sandra M. Stewart – Jaffrey-Rindge School Board

**Jaffrey-Rindge School Board - full board**

See member names under Jaffrey and Rindge

**Kearsarge Regional School Board – full board**

See member names under Bradford, New London, Newbury, Springfield, Sutton, Warner and Wilmot

**Keene**

George Downing – Keene School Board Chair  
Jennifer Friedman – Keene School Board  
Randy Filiault – Keene School Board  
Jaclyn Headings – Keene School Board  
Heather Gilligan – Keene School Board  
Paige Walker – Keene School Budget Committee  
Joan Murphy – Keene School Budget Committee

Erik Murphy – Keene School Budget Committee  
Erik Kress – Keene School District Administrator  
Joanne Mulligan – Keene School District Administrator

### **Kensington**

Stefanie Schmidt – Kensington School Board Chair  
Cheryl York McDonough – Kensington School Board Vice Chair  
Wendy Larson – Kensington School Board

### **Kingston**

Rick Edelman – Sanborn Regional School Board

### **Laconia**

Amy Gregoire – Laconia Office of School Wellness Program Director

### **Langdon**

P. Kevin Keith – Fall Mountain Regional School Board Vice Chair  
Christopher Young – Fall Mountain School District Administrator  
Lori Schmidt – Fall Mountain School District Administrator  
William J Nickey – Fall Mountain School District Administrator  
Nick Sintros – Fall Mountain Technology Director  
Misty Bushee – Fall Mountain School District Administrator  
Zandra J Reagan – Fall Mountain School District Administrator

### **Lebanon**

Lil Maughan – Lebanon School Board Chair  
John D’Entremont – Lebanon School Board Vice Chair  
Laila Volle – Lebanon School Board  
Jessica Saturley-Hall – Lebanon School Board  
Kerry O’Hara – Lebanon School Board  
Joseph Castelot – Lebanon School Board  
Richard “Ash” Ford Burley – Lebanon School Board  
Karen DuBois – SAU 88 Administrator

### **Lee**

Renee Beauregard-Bennett – Oyster River Cooperative School Board

### **Lisbon**

Arthur Boutin – Lisbon Regional School Board Chair  
Robert Adams – Lisbon Regional School Board

### **Littleton**

Travis Howard – Littleton School Board

### **Lyman**

Catherine Colby – Lisbon School Board

### **Lyme - full school board**

Elizabeth Glenshaw – Lyme School Board Chair

Kristin Roth – Lyme School Board Vice Chair

Toby Summerfield – Lyme School Board

Leigh Prince – Lyme School Board

J Murray Washburn – Lyme School Board

James Komarmi – Lyme School Board

Fielding Essensa – Lyme School Board

Philip J Kinsler – School Budget Committee

Vincent Berk – School Budget Committee

Geoff Tomlinson – Lyme School Special Services Director

### **Lyndeborough**

Brianne Lavallee – Wilton-Lyndeborough School Board Vice Chair

### **Madbury**

Matthew Bacon – Oyster River Cooperative School Board Chair

Giana Gelsey – Oyster River Cooperative School Board

### **Manchester**

Jim O'Connell – Manchester Board of School Committee Vice Chair

Jeff Taylor – Manchester Board of School Committee

Leslie Want – Manchester Board of School Committee

Sean Parr – Manchester Board of School Committee

Gary Hamer – Manchester School Board

Sarah Georges – Manchester School Board

Cindy Stewart – Manchester School Board

Christopher Potter – Manchester School Board

Elizabeth O'Neil-Wong – Manchester School Board

Julie Turner – Manchester School Board

Nicholas St. John – Manchester School Board

Julie Smith – Manchester School Board

### **Marlborough**

Jeffrey Miller – Marlborough School Board Chair

Andrew Felegara – Marlborough School Board

Joyce Puleo – Marlborough School Board

Casper Bemis – Marlborough School Board

Valerie Carey – Marlborough School Principal

### **Marlow**

Kayla Dooley – Marlow School Board

Stephanie Korb – Marlow School District Administrator

### **Mason**

James Michael Judge – Mason School Board

## **Merrimack**

Lori Peters – Merrimack School Board Chair  
Jenna Hardy – Merrimack School Board  
Naomi Halter – Merrimack School Board  
Rachel Paepke – Merrimack School Board  
Kaitlyn Bernier – Merrimack School Budget Committee  
Dan Coakley – Merrimack School Budget Committee  
Heather Robitaille – Merrimack School Budget Committee  
Joanne Grobecker – Merrimack School Budget Committee  
Ashley dePreaux – Merrimack School Budget Committee

## **Milan**

Peter J. Donovan – Milan Village School Board

## **Milford - full school board**

Judith Zaino – Milford School Board Chair  
Karin Cevasco – Milford School Board Vice Chair  
Susan Smith – Milford School Board  
Ryan Freed – Milford School Board  
Amy Clark Canty – Milford School Board  
Jan Radowicz - Executive Director of Teaching, Learning and Federal Programs

## **Monadnock Regional School Board – full board**

See member names under Fitzwilliam, Gilsum, Richmond, Roxbury, Swanzey and Troy

## **Monroe**

James Lang – Monroe School Board Chair

## **Nashua**

Jennifer Bishop – Nashua Board of Education Chair  
Regan Lamphier – Nashua Board of Education  
Heather Raymond – Nashua Board of Education  
Rob Johnson – Nashua Board of Education  
Kristen L. Prinn – Nashua Board of Education  
Santosh Salvi – Nashua Board of Education

## **Nelson - full school board**

Richard Popovic – Nelson School Board Chair  
Susan Peery – Nelson School Board Vice Chair  
Johanna MacKenzie – Nelson School Board  
Nicole Gordon – Nelson School Principal

## **New Castle**

Kate Hermon – New Castle School Board Chair  
David Kovick – New Castle School Board  
Pamela F Stearns – New Castle School Board

### **New Ipswich**

Mitchell Gluck – Mascenic Regional School Board Chair

Ellen Salmonson – Mascenic Regional School Board Vice Chair

Tim Somero – Mascenic Regional School Board

### **Newfields**

Bobby Kelly – Newfields School Board Chair

Amy Ransom – Newfields School Board

Suzie Griffith – Newfields Elementary School Principal

### **Newington**

Mandy Murphy – Newington School Board

### **Newmarket - full school board**

Dan Smith – Newmarket School Board Chair

Lonnie Stebbins – Newmarket School Board Vice Chair

Kathleen Malsbenden – Newmarket School Board

Gary Swanson – Newmarket School Board

Geoff Boyd – Newmarket School Board

Jason Carey – Newmarket School District Administrator

Sean Pine – Newmarket Elementary School Principal

Andrew Korman – SAU 31 Administrator

### **Newport**

Melissa Mitchler – Newport School Board

Keith Sayer - Newport School Board

Chad Howe – Newport School District Director of Technology

Staci Willbarger – Newport Middle School Administrator

### **North Hampton - full school board**

Lisa Gagalis – North Hampton School Board Chair

Ashley Hass – North Hampton School Board Vice Chair

Andrew Heitman – North Hampton School Board

Hilary Brown – North Hampton School Board

Wendy A Wallus – North Hampton School Board

Tracy Emerton Williams – Winnacunnet School Board

### **Northfield**

Ernest Roy – Winnisquam Regional School Board

Lance Turgeon, CPA – Winnisquam Regional School Board

### **Northwood**

Brian Winslow – Northwood School Board Chair

Kendra Berry – Northwood School Board

Scott Bryer – Northwood School Board

Caitlin Reynolds – Northwood School Board

Christine Blouin – Northwood Business Administrator

Jill La Vallee – Northwood School Administrator

Virginia Dole – Northwood Budget Committee Chair

### **Orange**

Kathleen H Stacy – Mascoma Valley Regional School Board

### **Oyster River Cooperative School Board – full board**

See member names under Durham, Lee and Madbury

### **Pembroke - full school board**

Melanie Camelo – Pembroke School Board Chair

Kerri Dean – Pembroke School Board Vice Chair

Eugene J Gauss – Pembroke School Board

Kenneth Nivison – Pembroke School Board

Sharon Eaton – Pembroke School Board

### **Penacook**

Tracy Bricchi – Merrimack Valley School Board Chair

Jessica Wheeler Russell – Merrimack Valley School Board

### **Peterborough**

Janine Lesser – ConVal School Board

Tom Burgess – ConVal School Board

Carl Christian Mabbs-Zeno – ConVal School Board

Elizabeth Ahearn - ConVal School Board

Michael Hatfield – ConVal Human Resources Director

Amelia Joseph – ConVal Special Education Administrator

Heather Britton-Doucette – ConVal Director of School Counseling

Heather McKillop – ConVal High School Principal

Jen Kiley – ConVal School District Administrator

Larry Pimental – ConVal Athletic Director

Neal Cass – ConVal Business Administrator

Michael T McCosker – Peterborough Elementary School Administrator

Cari Christian-Coates – ConVal District Administrator

Deborah J Riley – ConVal District Administrator

Adam Caragher – ConVal School Administrator

### **Piermont**

Becky Ackerman – Piermont School Board

### **Pittsburg**

Willard D. Ormsbee – Pittsburg School Board Chair

Lindsey Gray – Pittsburg School Board

Daniel Kurtz – Pittsburg School Board

Jamie Gray – Pittsburg School Board

### **Pittsfield**

Sandra J. Adams – Pittsfield School Board Chair

Molly Goggin – Pittsfield School Board Vice Chair

Adam Gauthier – Pittsfield School Board

### **Plainfield - full school board**

Jenny Ramsey – Plainfield School Board Chair

Norm Berman – Plainfield School Board

Jennifer Rybeck-Houde – Plainfield School Board

Sydney Johnstone – Plainfield School Board

Jordan Green – Plainfield School Board

### **Plaistow**

Katie Knutsen – Timberlane School Board Chair

Alyssa Kowalczyk – Timberlane School Board

Shauna Manthorn – Timberlane School Board

Susan Sherman – Timberlane School Budget Committee

Stephen Harris – Timberlane School District Administrator

### **Plymouth - full elementary school board**

Aimee K Lee – Plymouth School Board Chair

Frances Gonsalves – Plymouth School Board Vice Chair

Jen Desloges – Plymouth School Board

Sam Gough – Plymouth School Board

Jessica Wixson Shaw – Plymouth School Board

Marybeth Brentwood – Plymouth School Board

Kim DiSalvo – SAU 48 Director of Student Services

### **Portsmouth - full school board**

Lisa Rapaport – Portsmouth School Board Chair

Brian French – Portsmouth School Board Vice Chair

Steven Adler – Portsmouth School Board

Patricia "Tish" Campbell – Portsmouth School Board

Nancy Novelline Clayburgh – Portsmouth School Board

Christiana "Pip" Clews – Portsmouth School Board

David "Leigh" Hudson – Portsmouth School Board

Byron Matto – Portsmouth School Board

Jennifer Shump – Portsmouth School Board

Shawn Donovan – Portsmouth (SAU 52) Administrator

### **Randolph**

Richard Umiker – Gorham Randolph Shelburne School Board

Keith Moon – Gorham Randolph Shelburne School Board

### **Richmond**

Edmond Laplante – Monadnock Regional School Board

### **Rindge**

Lisa Wiley – Jaffrey-Rindge Cooperative School Board Chair

Chris Ratcliffe – Jaffrey Rindge Cooperative School Board

### **Rochester**

Mathew Pappas – Rochester School Board Chair  
Jerry C Gregoire – Rochester School Board Vice Chair  
Nick Bellows – Rochester School Board  
Anne Grassie – Rochester School Board  
Katherine Anderson – Rochester School Board  
Kelli L Campbell – Rochester School Board  
Shaui McGowan – Rochester School Board

### **Rollinsford**

Kerri L. Choate – Rollinsford School Board Chair

### **Roxbury**

Gina Carraro – Monadnock Regional School Board

### **Rumney**

Gregory Patten – Rumney School Board Chair  
Angel Ekstrom – Russell Elementary School Board Vice Chair  
Jessica Makris Welch – Rumney School District Administrator

### **Rye**

Matthew Curtin – Rye School Board Chair  
Katherine Erracart – Rye School Board Vice Chair  
Laura Belden – Rye School Board  
Michelle Wheeler – Rye School Board  
Claire Spollen – Rye School Board

### **Sanbornton**

Jennifer Holt – Winnesquam School Board

### **Sanbornville**

Heather L. Wilcauskas – Wakefield School Board

### **Sandown**

Mark Sherwood – Timberlane School Board Vice Chair  
Sierra Dolce – Timberlane School Budget Committee  
Karen White – Timberlane School Budget Committee

### **Sandwich**

Nancy Starmer – Inter-Lakes School Board

### **Seabrook**

Trisha O’Keefe – Winnacunnet School Board Vice Chair  
Lacey Fowler – Seabrook School Board Vice Chair  
Casey Hashem – Seabrook School Board

**Sharon**

James M Frederickson – ConVal School Board

**Shelburne**

Jo Carpenter – Gorham Randolph Shelburne Cooperative School Board Vice Chair

Tim Buxton – Gorham Randolph Shelburne Cooperative School Board

**Somersworth**

Maggie Larson – Somersworth School Board Chair

Bridget Jameson – Somersworth School Board

Carly Prescott – Somersworth School Board

Sarah O’Brien-Hart – Somersworth School Board

Patrick Kinneavy – Somersworth School Board

Kirsten M. Gowdy – Somersworth School Board

**Spofford**

Michael Stefanowicz – Chesterfield School Board

Len Fleischer – Chesterfield School Board

Bruce Soltys – Chesterfield School Budget Committee

**Strafford**

Kimberly Mcglinchey – Strafford School Administrator

**Springfield**

Art Bobruff – Kearsarge School Board

**Stewartstown - full school board**

Betsy Gray, Stewartstown School Board Chair

Philip Pariseau – Stewartstown School Board Vice Chair

Courtney Sierad – Stewartstown School Board

Stephanie Humphrey – Stewartstown Community School Principal

**Stoddard**

Timothy L.Ruehr – Keene (SAU 29) Administrator

**Stratham**

Jennifer Scrafford – Stratham School Board Chair

Sophie Saltonstall – Stratham School Board

Tami Gunst – Stratham School Board

Kathleen Peck – Stratham School Board

Erin Garcia de Paredes – Exeter Region Cooperative School Board

James Andrew Bairstow – Cooperative Middle School Principal

**Sugar Hill**

Joseph Garrison – Lafayette School Board Chair

Nicole MacKay – Lafayette School Board

Tim Burger – Profile School Board

### **Sunapee**

Linda L Tanner – Sunapee School Board

Amanda Hughlock – Sunapee School Administrator

### **Sutton**

Nancy Glynn – Kearsarge School Board

### **Swanzey**

Rachel Vogt – Monadnock Regional School Board

Hannah Blood – Monadnock Regional School Board

Brian Bohannon – Monadnock Regional School Board

Cheryl McDaniel-Thomas – Monadnock Regional School Board

Elizabeth Tatro – Monadnock Regional School Board

Eric Stanley – Monadnock Regional School Board

### **Tamworth**

Shauna Peterson - Tamworth School Board Chair

### **Temple**

Timothy Iwanowicz – Temple Elementary School Principal

### **Thornton**

Matt McDermott – Thornton School Board Chair

Eben Gannett – Thornton School Board

Sarah Young – Thornton School Board

Craig Russell – Thornton School Board

Paul Ciotti – Pemi-Baker School Board

### **Troy**

Scott Peters – Monadnock Regional School Board Chair

Lisa Steadman – Monadnock Regional School Board

### **Tuftonboro**

Kirsten Burke – Governor Wentworth School Board

### **Unity**

Darlene M. Ayotte – Newport School District Administrator

### **Walpole**

Jamie J Teague – Fall Mountain School Board

Charles Street – Fall Mountain School Board

Justin Cassarino – Fall Mountain Regional School District Administrator

### **Washington**

Arin Mills – Washington School Board Chair  
Eric G Hodges – Washington School Board Vice Chair  
Tyler H Garvin – Washington School Board  
Danielle Moore – Washington School Board

### **Waterville Valley**

Michael Furgal – Waterville Valley School Board Chair

### **Weare**

Christine Heath – Weare School Board Chair  
Sarah Button – Weare School Board Vice Chair  
Katie Lipp – Weare School Board  
Alyssa Small – Weare School Board  
Jill Dagenais – John Stark School Board Vice Chair  
Melissa Gray – SAU 87 Administrator

### **Wentworth**

Bernice Sullivan – Wentworth School Board Chair  
Diana Jolles – Wentworth School Board

### **Westmoreland**

Daniel Lafleur – Westmoreland School Board  
Candace St. John – Westmoreland School Board  
Mark Hayward – Westmoreland School Principal

### **Whitefield**

Robert D. Loiacono – White Mountain Regional School Board Chair

### **Wilmot**

Alison Mastin – Kearsarge Regional School Board Chair

### **Windsor - full school board**

Darlene Cuddy – Windsor School Board Chair  
Cindy Stosse – Windsor School Board  
Susan Robbins – Windsor School Board

### **Winnacunnet Cooperative School Board – full board**

See member names under Hampton, Hampton Falls, North Hampton and Seabrook

### **Wolfeboro**

Brodie S Deshaies – Governor Wentworth Regional School Board Chair  
Kaitlyn Hills – Governor Wentworth Regional School District Administrator  
Danielle Harvey – Governor Wentworth Regional School District Administrator

### **Woodsville**

Anthony Daniels – Haverhill School Board

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, May 18, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, NH, on a proposed amendment to Ordinance to Chapter 7, Parking, Article I, Parking Meter Rates, Section 7.102, Parking Meter Rates to establish parking rates for the Resident Access Parking Program (RAPP) Pilot. This is a second re-noticed public hearing. The complete proposed Ordinance amendment is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

SALLY KELLAR  
PORTSMOUTH, NH CITY CLERK

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, May 18, 2026, at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, NH, on a proposed amendment to Ordinance to Chapter 7, Parking, Article I, Parking Meter Rates, Section 7.102, Parking Meter Rates to establish parking rates for the Resident Access Parking Program (RAPP) Pilot. This is a second re-noticed public hearing. The complete proposed Ordinance amend-

ment is available for review in the Office of the Portsmouth City Clerk and Portsmouth Public Library, during regular business hours.

SALLY KELLAR  
PORTSMOUTH, NH  
CITY CLERK

## ORDINANCE #

### THE CITY OF PORTSMOUTH ORDAINS

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

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

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

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

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

- a. Parrott Avenue (roadway only, and the only street in the RAPP Zone to be used by downtown workers registered for the Downtown Workforce Parking Program)**
- b. Hanover Street (from Bridge Street to Brewster Street);**
- c. Rock Street**
- d. Pearl Street**
- e. Tanner Street**
- f. Tanner Court**
- g. Gates Street**
- h. Hancock Street**
- i. Washington (Court Street to Hancock Street)**

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

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

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

- a. For School, Library and Recreation employees and residents who have registered their vehicle license plates with the City's Parking Office or the Tax Collector's Office, parking is free.
- b. The parking rate for nonresidents will be set by the Fee (Schedule) Study Committee.
- c. The parking rate for downtown workers who have registered for the Downtown Workforce Parking Program for on-street parking will be set by the Fee (Schedule) Study Committee. 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:

\_\_\_\_\_  
Sally Kellar, City Clerk




# City of Portsmouth

Deputy City Manager

## MEMORANDUM

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**TO:** Karen Conard, City Manager

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

**DATE:** May 14, 2026

**SUBJECT:** Updated Resident Access Parking Program (RAPP) Pilot - 2026 & Downtown Workforce Parking Pilot on Parrott Ave as Amended by the City Council on May 4, 2026 and the Fee Schedule Study Committee vote on May 13, 2026.

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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 are 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.

## Updates Since the Last Public Hearing on May 4, 2026

**On May 4, 2026**, the City Council voted to amend the ordinance associated with the RAPP program to have the fees associated with the program for nonresidents as well as the Downtown Workforce On-Street Parking to be determined by the Fee Schedule Study Committee.

**On May 13, 2026**, the Fee Schedule Study Committee met and voted for the non resident on-street rate for the RAPP Pilot to equal the on-street rate for the first three hours (currently \$2 per hour), and the rate for the Downtown Workforce on on-street parking in the RAPP Pilot at 30 cents per hour not to include the transaction fee (currently 35 cents).

## A Different Approach for RAPP Pilot 2026

The RAPP Pilot 2026 as proposed would charge non resident an hourly rate set by the Fee Schedule Study Committee to park in designated areas, using vehicle license plate enforcement. Before the program begins, an outreach campaign will share details about the pilot and encourage residents to register their Portsmouth vehicle license plates through the Parking Office or the Tax Collector's Office. This campaign will include flyers in the RAPP areas, FAQs, promotion on the website, social media, and the City Newsletter.

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

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

- Gates Street
- Hancock Street
- Washington Street (from Court to Hancock)

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

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

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

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

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

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

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

## **Downtown Workforce Parking Pilot on Parrott Avenue**

After receiving feedback and discussion with the Chamber Collaborative, downtown businesses, and the EDC, Staff propose 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 per

hour, the cost to park on Parrott Avenue voted on May 13, 2026, the Fee Schedule Study Committee voted to set the rate at 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 (Updated May 14, 2026)

The RAPP Pilot 2026 as outlined would result in 74 additional weekly hours of enforcement for the 224 spaces for an estimated \$2,107.63 per month cost. The estimated monthly revenue for non-resident parking is \$8,516.67, for an anticipated net gain of \$6,409.04 per month, updated based on the rates voted of the Fee Schedule Study Committee on May 13, 2026.

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 Updated Estimates* dated 5/14/2026 for additional details.)

## Timeline/Plan for Implementation

- Order signs: 4-6 weeks
- Conduct neighborhood Counts: 4-6 weeks
- Create zones in the ParkMobile App: 4-6 weeks
- Install a repurposed parking kiosk on Parrott Ave

- Conduct outreach (Flyers on cars, website, and social media): 1-2 weeks
- Start with Friendly Informational Warning Citations: Beginning day one to help educate for the first few weeks and emphasize registering Portsmouth license plates
- Provide data driven analysis-report back: Quarterly to City Council and PTS

## Data Collection and Analysis

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

Staff will collect parking utilization data and monitor adjacent areas to evaluate changes in parking patterns to prioritize which neighborhoods the RAPP Pilot 2026 effort. Data collection will consist of occupancy counts in the target areas and surrounding areas taken at 6 am, 12 noon and 6 pm. Revenues associated with the program will also be reported quarterly.

## Proposed Implementation Steps

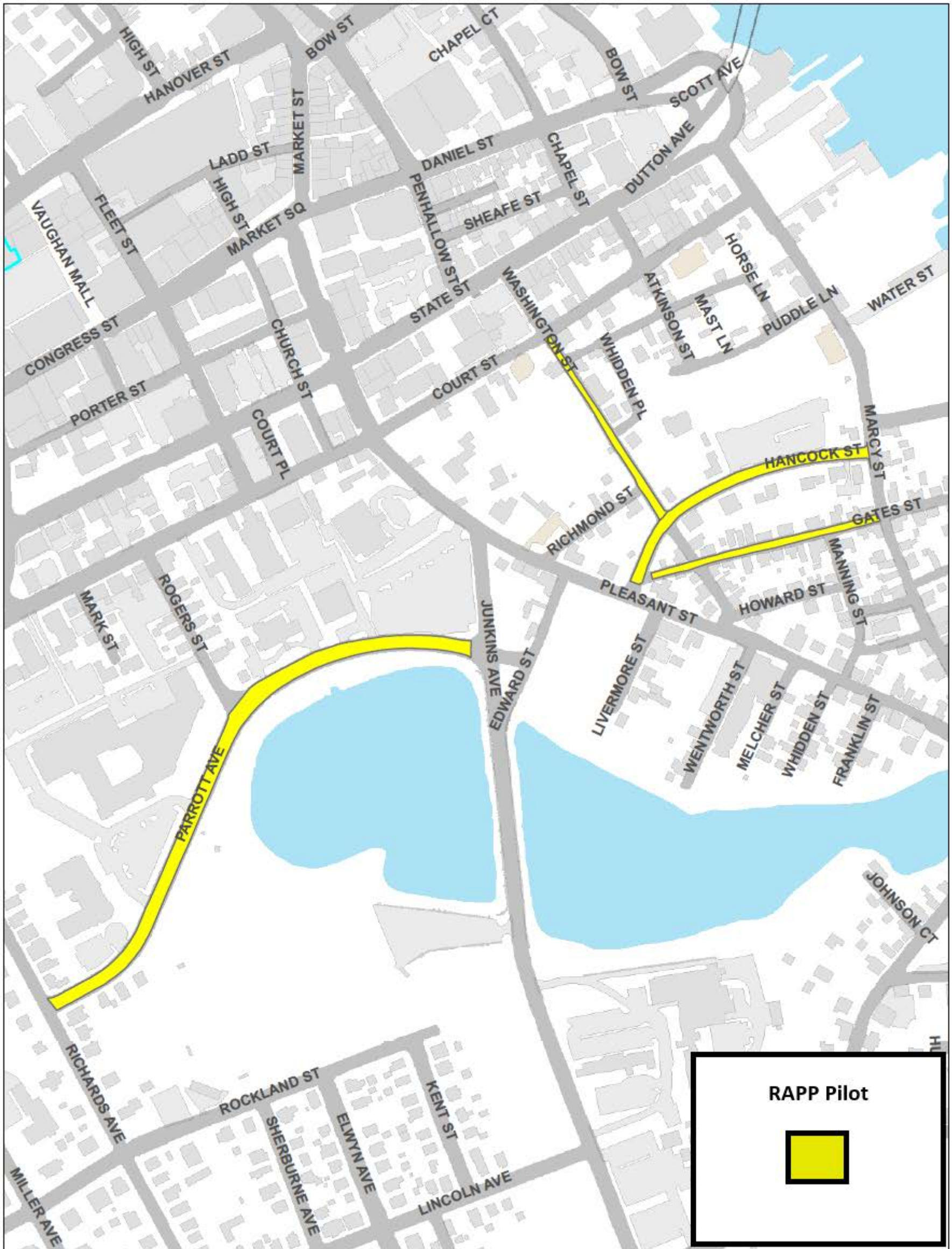
The RAPP Pilot implementation includes policy adoption as well as an ordinance change. The ordinance requires three readings and a public hearing (see attached draft schedule). This process is estimated to take approximately two months, and the RAPP Pilot would start on July 1, 2026, following the adoption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

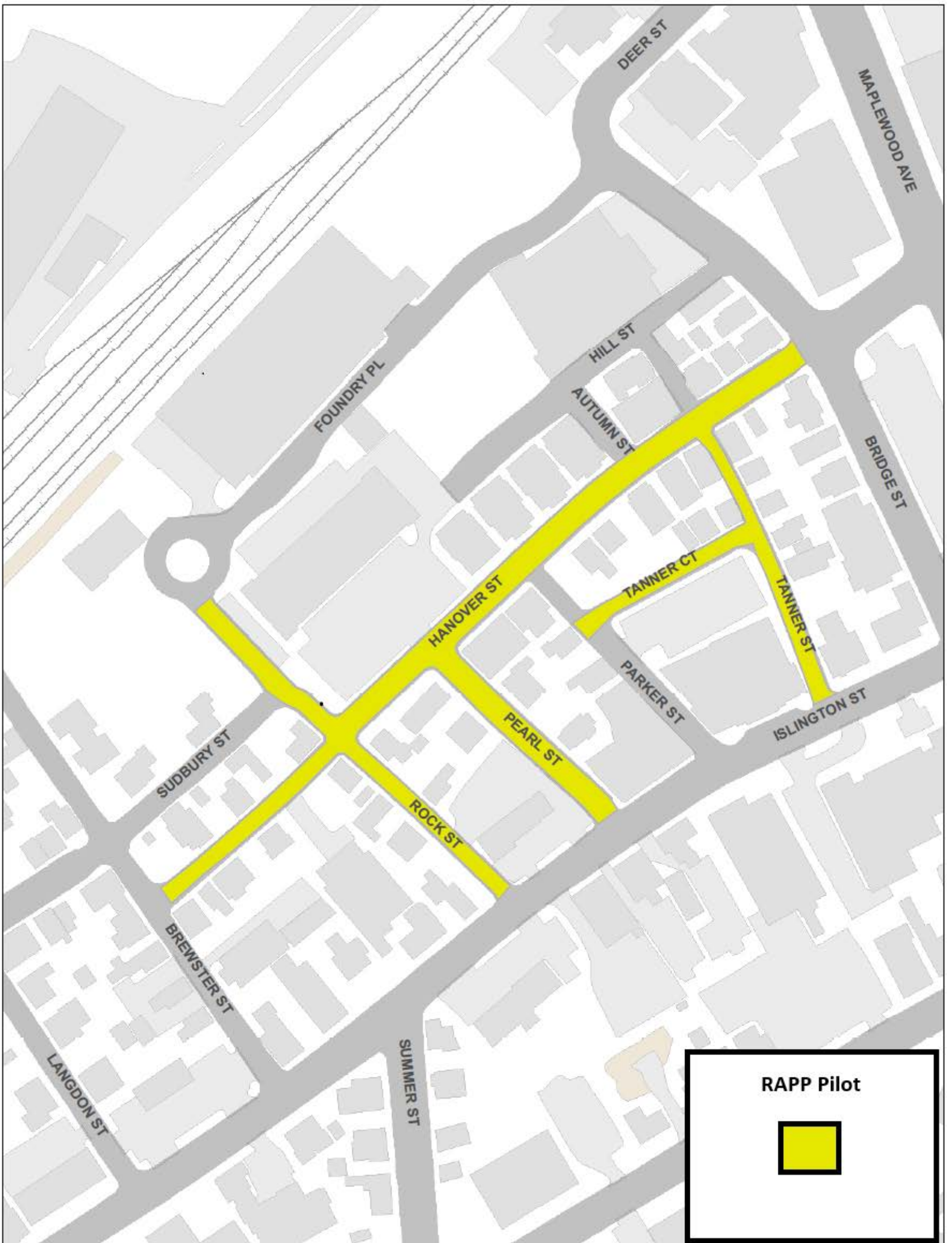
## Future Steps

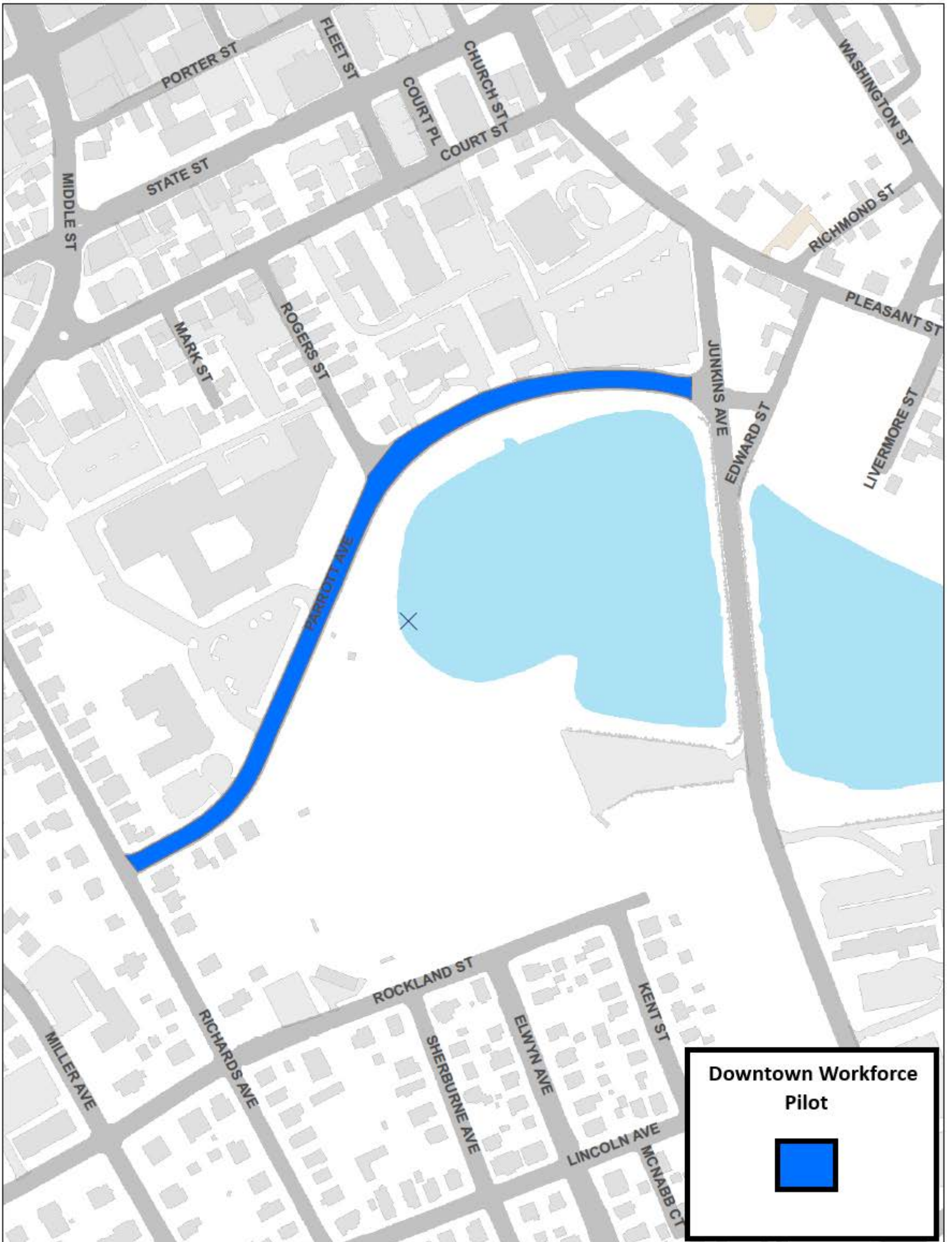
Staff will collect parking utilization data and monitor adjacent areas to evaluate changes in parking patterns to prioritize which neighborhoods the RAPP Pilot 2026 effort could expand into first. The Pilot program will test whether monetizing non-resident parking provides increased availability to residents. 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.

Staff is also reviewing any potential Community Partner Volunteer impact and will propose solutions as needed.

Attachments







**Downtown Workforce  
Pilot**



# Resident Access Parking Program

## Cost and Revenue Estimates

Updated 5/14/2026

| <u>Enforcement</u> |           |  |
|--------------------|-----------|--|
| Mon-Sat            | 66        | Monday - Saturday hours                  |
| 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> |  |
|-----------------------------|-------------|--------------------|------------------------|--|
| 40                          | \$ 2.00     | 3.5                | \$ 7.00                | <b>\$ 8,516.67</b> Anticipated Monthly Revenue |

**\$ 6,409.04** 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         | Parrot Avenue                       |
| <b>224</b> |                                     |

## RAPP Draft Schedule 5/13/2026

✓COMPLETED: April 6, 2026

CM Items Require Action

Report back on RAPP Pilot

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

✓COMPLETED: April 20, 2026

Public Hearings and Votes on Ordinances

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

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

CM Informational

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

May 4, 2026

Public Hearing and Votes on Ordinances

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

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

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

**(Sample motion – move to pass second reading and hold third and final reading at the May 18, 2026 City Council meeting)**

**May 4, 2026: City Council Amended the Ordinance to have the rates for RAPP and Downtown Workforce On-Street Parking set by the Fee Schedule Study Committee**

**May 13, 2026: The Fee Schedule Study Committee met and voted for the non resident on-street rate for the RAPP Pilot to equal the on-street rate for the first three hours, and the rate for the Downtown Workforce on on-street parking in the RAPP Pilot at 30 cents per hour not to include the transaction fee.**

**May 18, 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 June 8, 2026 City Council meeting)

CM Informational

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

**June 8, 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)**

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)**

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

**July 1, 2026**

**RAPP Pilot Begins**

# Resident Access Parking Program (RAPP) Pilot – 2026



A one-year pilot to prioritize resident parking and test new on-street parking approaches.



1

## Why the RAPP Pilot?



### Purpose of the Pilot

- Responds to the Council about limited resident on-street parking availability near downtown
- Tests whether charging non-residents improves parking availability for residents
- Builds on lessons from the 2019 Neighborhood Parking Program (NPP)
- Designed as a data-driven, one-year proof of concept

### Key Policy Shift

- Focus on resident license plates, not physical permits

2

# What is RAPP?



- A **one-year pilot program** to prioritize **resident access** to on-street parking
- A test of whether **charging non-residents** improves parking availability for residents
- A **license-plate-based system** (no physical permits required)
- A **new on-street pilot** for Downtown Workforce Parking on Parrott Avenue
- A **data-driven pilot** with quarterly reporting and the ability to make adjustments

3



## How RAPP Works

- **Simple, Resident-Focused Approach**
- Residents park for free once their Portsmouth license plates are registered with the City
- Non-residents pay to park in the same spaces
- License-plate-based enforcement (no decals or placards)
- No app or kiosk required for registered residents

## RAPP Goals

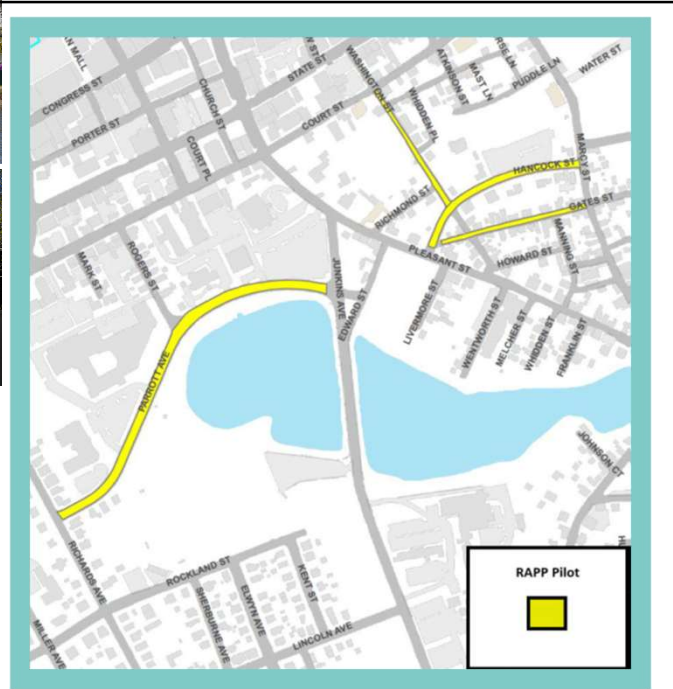
- Make parking simple for residents
- Prioritize parking availability for residents
- Make parking rules clear for visitors
- Ensure parking is easy to enforce

4



### RAPP Pilot Locations

- Parrott Avenue (roadway only)
- Gates Street
- Hancock Street
- Washington Street (Court → Hancock)

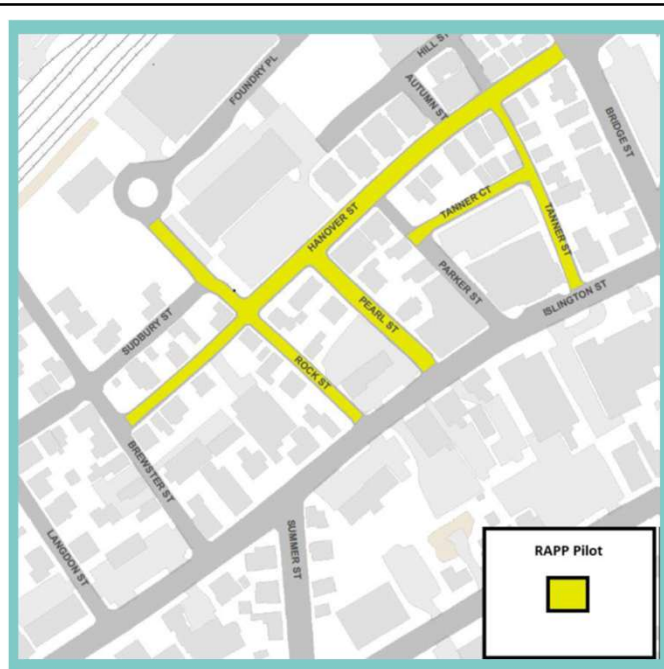


5



### RAPP Pilot Locations

- Hanover Street (Bridge → Brewster)
- Rock Street
- Pearl Street
- Tanner Street
- Tanner Court



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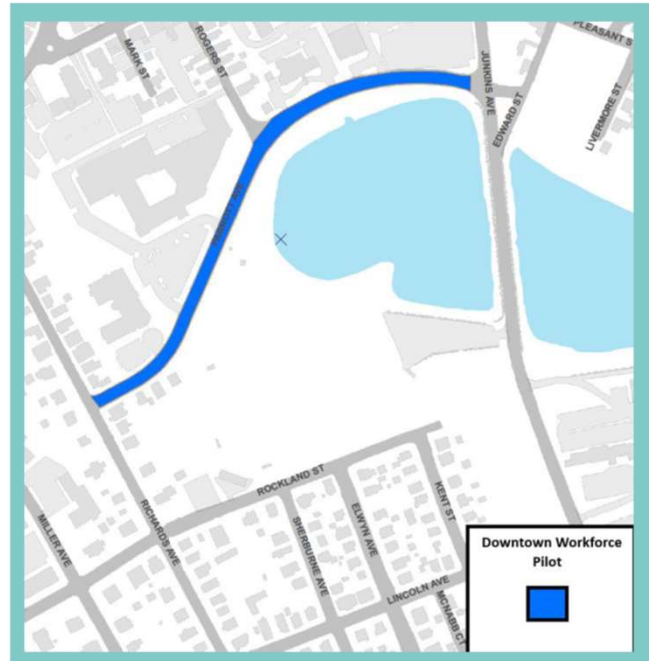
## Downtown Workforce Parking Pilot

### Why This Matters:

- First time **downtown workforce parking is offered on-street on Parrott Avenue only**
- Introduces **pay-for-what-you-use** discounted hourly parking for downtown workers
- Comparable cost to Foundry Garage **but more flexible**

### Purpose:

- Test feasibility of workforce parking **outside a garage environment**



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## Parking Rates & Enforcement

### Who Pays What – UPDATED per City Council Amendment on 5/4/2026

- Residents, School, Library, and Recreation staff: Free
- Non-residents: **Fee Schedule Study Committee – May 13<sup>th</sup> voted for the non resident on-street rate for the RAPP Pilot to equal the on-street rate for the first three hours (Currently \$2 per hour)**
- Downtown workforce (Parrott Avenue only): **Fee Schedule Study Committee – May 13<sup>th</sup> voted for \$.30/hour + \$0.35 ParkMobile Session Fee**

### Enforcement Hours

- Mon–Sat: 9:00 AM – 8:00 PM – 11 Hours
- Sun: 12:00 PM – 8:00 PM – 8 Hours
- **Holidays excluded**

*Existing free three-hour parking for ADA & veteran rules remain unchanged*



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# Financial Snapshot (RAPP Pilot Estimate) Updated - 5/13/26 Fee Schedule Study Committee Vote



## Monthly Projection –based on Updated Fee Schedule Study Committee Rates 5/13/26

- Enforcement cost: ~\$2,100
- Non-resident revenue: ~\$8,500
- Net gain: ~\$6,400 per month

### Key Takeaway

- Pilot is anticipated to cover its costs
- Potential future surplus could support neighborhood parking expansion

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# Implementation Timeline

-  **May/June 2026**
-  Ordinance & policy adoption
-  Sign orders, zone setup, and counts
-  **June to July 2026**
-  Education and outreach campaign
-  Flyers, FAQs, website, newsletter, and social media
-  Friendly warning period at launch
-  **July 1, 2026 - RAPP Pilot begins**



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# Resources in Progress – Pricing reflects the Fee Schedule Study Committee vote on May 13, 2026

## Resident Access Parking Program

**Residents:**


Opt-in During Car Registration  
OR  
Sign-up in Person at Foundry Garage

↓


**Free Parking in Pilot Areas**

**Nonresidents:**  
\$2/hr in the Pilot areas


**Pilot Areas:**



- Parrott Ave
- Street Only




- Hanover Street
- (Bridge-> Brewer)
- Rock Street
- Pearl Street
- Tanner Street & Court



- Gates Street
- Hancock Street
- Washington Street
- (Court-> Hancock)

## Resident Access Parking Program Downtown Workforce

The Parrott Avenue street will be the test site of a Downtown Workforce Parking Program expansion.



**Parrott Avenue Hourly Parking:**  
30 cents/hour

**Foundry Garage Sticker Rate**  
\$3.00 for 10 hour stay

The pilot expands the Downtown Workforce Parking Program outside of a garage environment.

How can I find out more information? Visit: [portsnh.co/example](https://portsnh.co/example)

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# Resources in Progress

## Resident Access Parking Program Frequently Asked Questions

**What is this Pilot Program?**

This pilot program is being used to help determine whether monetizing non-resident parking results in increased parking availability for residents.

**How does this affect me?**

If you are a resident, not much! Just register and park! Nonresidents will pay the on-street hourly rate (without escalation) in the pilot areas.

**How does enforcement work?**

The City will use vehicle license plate enforcement which allows the ability to connect vehicle registration with resident status.

**What happens next?**

City staff will report back quarterly with data along with recommendations and/or adjustments. Adjacent areas will also be monitored to evaluate which neighborhoods can be prioritized for future expansion.

**Friendly Warning Citations** will be given out for the first few weeks to help educate people on the program.


**What is the tax impact?**

It is anticipated to be fully self-funded and a revenue generator which can fund expansion of the Pilot

**Do I need to use ParkMobile?**

Once you register and get your information in the system, you can park in the pilot areas without using the app!

How can I find out more information? Visit: [portsnh.co/example](https://portsnh.co/example)



## Qualifying for the Portsmouth Resident Parking Program

Portsmouth residents are encouraged to enroll, granting access to resident-only parking rates throughout the City in areas that utilize the ParkMobile app. This also allows free parking in the Resident Access Parking Program (RAPP) zones.

**How to Apply:**

Parking Division Offices Foundry Garage - 100 Foundry Place  
OR  
City Hall – Tax Office – 1 Junkins Avenue

NOTE: Garage attendants are available 24/7, you can also enroll when you register your vehicle.

**What You'll Need:**

A valid New Hampshire driver's license with your Portsmouth address  
**AND**  
A current vehicle registration with your Portsmouth address (for each vehicle).

NOTE: The discount is tied to your registration.

**If your registration doesn't match your license yet, please bring one of the following:** →

A current utility bill showing your name and Portsmouth address,  
OR  
A current, fully executed rental agreement showing your name and Portsmouth address

**Other Info:**

**Using ParkMobile:**  
Once enrolled, you'll automatically see Portsmouth resident pricing when paying through the app.

**Annual Renewal:**  
To keep your resident discount active, enrollment must be renewed each year using one of the methods listed above.  
\*We are working on an online option for renewals\*

Have questions or need help? Visit: [portsnh.co/example](https://portsnh.co/example)

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## Data Collection & Reporting



### What Will Be Tracked?

- Parking occupancy at multiple times of day (6 am, Noon, 6 pm)
- Utilization trends within RAPP areas and adjacent streets
- Revenue and enforcement activity

### Reporting

- Quarterly updates to City Council and Parking & Traffic Safety Committee
- Adjustments and expansion considered based on data

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## RAPP Key Takeaways

- **Resident-first** parking strategy
- **Simple**, license-plate-based system
- New **on-street solution** for Downtown Workforce parking
- **Financially self-supporting** pilot
- **Data-driven approach** to future neighborhood/stakeholder expansion
- May support **higher density affordable housing** developments



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## Future Steps



- **Quarterly reports** to Council and PTS may identify additional streets to include/remove/revise
- Staff is reviewing how **Community Partner Volunteers** might be included in subsequent revisions
- Continue to solicit and receive **stakeholder feedback**

ORDINANCE #

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 5 FIRE DEPARTMENT AND PREVENTION REGULATIONS, Article IX: ADOPTED FIRE CODE, be amended by deleting Article IX in its entirety and replacing it with Sections 5.901 through 5.903 as set forth below as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

**CHAPTER 5, FIRE DEPARTMENT AND PREVENTION REGULATIONS**

**ARTICLE IX: ~~ADOPTED~~ FIRE PREVENTION CODES**

**Section 5.901 FIRE PREVENTION CODE**

**A. Purpose**

The purpose of a fire prevention code is for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to the life or property in the occupancy of buildings and premises in the City of Portsmouth, and provide for the issuance of permits for hazardous uses or operations.

**B. Fire Prevention Code Defined**

The City of Portsmouth FIRE PREVENTION CODE, is the State of New Hampshire's Fire Code, as defined by RSA 153:1 and RSA 153:5, which include the currently adopted editions of NFPA-1 – FIRE CODE and NFPA-101 – LIFE SAFETY CODE, published by the National Fire Protection Association, and any additions, insertions, deletions and changes prescribed in the administrative rules of the State of New Hampshire set forth in N.H. Admin Rule Saf-FMO 300 as modified by RSA 153:5 (collectively "State Fire Code").

**C. Adoption of Fire Prevention Code**

The City of Portsmouth adopts the State Fire Code as its Fire Prevention Code. Copies are on file in the Office of the City Clerk.

**Section 5.902 RULES AND REGULATIONS FOR FIRE PROTECTION SYSTEMS AND PERMITS**

The Fire Department shall publish and maintain Rules and Regulations for fire protection systems and other permits to ensure compliance with the Fire Prevention Code, including but not limited to the installation, maintenance and operations of all fixed fire protection systems, control of combustible or hazardous material, design of exits and other safety measure.

## Section 5.903 FEES

The schedule of fees for permits issued by the Fire Department shall be determined by budget resolution of the City Council in accordance with Chapter 1, Administrative Code, Article XVI, Adoption of Fees, Section 1.1601, Procedure

~~The City of Portsmouth adopts the “State Fire Code” as defined in NH RSA 153:1 VI-a, which includes the adoption by reference of the Life Safety Code NFPA 101 and the Uniform Fire Code NFA 1, 2018 editions.~~

~~\_\_\_\_\_The City of Portsmouth also adopts the International Fire Code, 2018 Edition (IFC) and the provisions of any other national code, model code or standard referred to in the IFC as published by the International Code Council, is hereby adopted subject to the follow amendments, additions and deletions:~~

### ~~SECTION 101 GENERAL~~

~~Insert in blank space:~~

~~101.1 Title: “the City of Portsmouth, New Hampshire”~~

### ~~SECTION 102 APPLICABILITY~~

~~Add new subsections to read as follows:~~

~~102.7.3 Specific electrical code reference. Wherever this Code references the International Electric Code the reader shall substitute that reference with the National Electric Code, NFPA 70 as adopted by the State of New Hampshire.~~

~~102.7.4 Specific gas code reference. Wherever this Code references the International Fuel Gas Code the reader shall substitute that reference with the National Fuel Gas Code, NFPA 54.~~

~~Change section title to read as follows:~~

### ~~SECTION 103 BUREAU OF FIRE PREVENTION~~

~~Change subsection to read as follows:~~

~~103.1 General. The Bureau of Fire Prevention and Control is hereby created within the City of Portsmouth, New Hampshire Fire Department. It shall be the duty and responsibility of the Fire Chief, or any duly authorized representative, to enforce the provisions of this Code. The designated enforcement officer of this Code shall be referred to as the fire code official.~~

~~Add new sentence to end of subsection to read as follows:~~

~~103.3 Deputies. “Deputy officials shall include but not be limited to: the Deputy Fire Chief, Assistant Fire Chiefs, Fire Inspector, all Fire Officers, Chief Building Inspector,~~

Assistant Building Inspector, Electrical Inspector, Plumbing/Mechanical Inspector, Public Works Director or City Engineer.”

## SECTION 105 PERMITS

*Change subsections to read as follows:*

**105.2.3 Time limitation of application.** ~~An application for a permit shall be deemed to have been abandoned one year after the date of filing, unless such application has been completed or a permit has been issued, except that the fire code official shall grant one (1) extension of time not exceeding twelve (12) months if there is reasonable cause and only when requested in writing prior to the application expiration date.~~

**105.3.1 Expiration.** ~~An operational permit shall remain in effect until reissued, renewed, revoked or for such a period of time as specified on the permit. Construction/installation permits issued shall become invalid if the authorized work is not commenced within one year after issuance of the permit, or if the authorized work is suspended or abandoned for a period of one year after the time of commencing work~~

**105.3.2 Extensions.** ~~The fire code official shall grant one (1) extension of time not exceeding twelve (12) months, if there is reasonable cause and only when requested in writing prior to the expiration date. Said extension will only be authorized when it does not conflict with any Federal, State, Local Laws or Ordinances.~~

**105.4.1 Submittals.** ~~Construction documents and supporting data shall be submitted with each application for a permit and in such form and detail as required by the fire code official. The construction documents shall be prepared and stamped by a licensed professional engineer acceptable to the fire code official. The requirement for stamped construction documents may be waived by the fire code official at his sole discretion on a case by case basis.~~

**105.6.32 Open Burning.** ~~Open burning permits shall be issued by New Hampshire Division of Forests and Lands of the City of Portsmouth Fire Department and shall comply with the requirements of section 307.~~

**105.6.36 Places of Public Assembly.** ~~The City of Portsmouth Fire Department shall issue places of public assembly permits under the requirements of State RSA 155:17 and 155:18.~~

## SECTION 109 BOARD OF APPEALS

*Add sentence to end of subsection to read as follows:*

**109.1 Board of appeals established.** ~~The City’s Building Code Board of Appeals will hear and decide appeals or orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code.~~

## SECTION 110 VIOLATIONS

*Change subsection to read as follows:*

**110.4 Violations penalties.** ~~Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this Code, shall~~

~~be subject to the penalty provisions prescribed by RSA 155-A:8. Each day that the violation continues shall be deemed a separate offense. Reference New Hampshire RSA's 625:8 I(c), 651:2 IV(a) and 676:17 for further penalty provisions.~~

## **~~SECTION 307 OPEN BURNING~~**

~~Change subsections to read as follows:~~

~~**307.1 General** All open burning shall conform to all applicable State Laws (RSA 227-L) and Administrative Rules of the NH Department of Resources and Economic Development, Division of Forests and Lands and any other Federal, State, Local laws or ordinances which are applicable.~~

~~**307.1.2 Prohibited Open Burning.** Due to narrow roadways, restricted access to rear yards, and the proximity of structures, open burning is prohibited in the "South End" of the City. This area is defined as south of State Street, east of Pleasant Street, east of Junkins Avenue, and north of South Street. Also included is the area along Marcy Street to New Castle Avenue.~~

~~**307.2 Permit required.** Open burning in accordance with state and local regulations shall be allowed after obtaining a permit from the New Hampshire Division of Forests and Lands or the City of Portsmouth Fire Department.~~

~~Delete subsections 307.4 through 307.5 without substitution.~~

## **~~SECTION 503 FIRE APPARATUS ACCESS ROADS~~**

~~Add new subsection to read as follows:~~

~~**503.7 Fire Lanes.** Fire lanes shall be maintained in areas so posted. All fire lanes shall conform to Chapter 7, Article XV, of the City Ordinances; *Emergency Lanes*.~~

## **~~SECTION 607 COMMERCIAL KITCHEN HOODS~~**

~~Change subsection to read as follows:~~

~~**[M] 607.1 General.** Commercial kitchen exhaust hoods shall comply with the requirements of the *International Mechanical Code* and NFPA 96, *Ventilation Control and Fire Protection of Commercial Cooking Operations*.~~

## **~~SECTION 903 AUTOMATIC SPRINKLER SYSTEMS~~**

~~Change subsection to read as follows:~~

~~**903.2.1.1 Group A-1.** An automatic sprinkler system shall be provided for fire areas containing Group A-1 occupancies and intervening floors of the building where one of the following conditions exists:~~

- ~~1. The fire area exceeds 10,000 square feet (928 m<sup>2</sup>)~~
- ~~2. The fire area has an occupant load of 300 or more.~~
- ~~3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.~~
- ~~4. The fire area contains a multi-theater complex.~~

*Change subsection to read as follows:*

~~903.2.1.2 Group A-2.~~ An automatic sprinkler system shall be provided for all Group A-2 occupancies and intervening floors of the building.

*Change subsection to read as follows:*

~~903.2.7 Group M.~~ An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist:

- ~~1. A Group M fire area exceeds 5,000 square feet (464 m<sup>2</sup>)~~
- ~~2. A Group M fire area is located more than three stories above grade plane.~~
- ~~3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet (928 m<sup>2</sup>).~~
- ~~4. A group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>)~~

*Change subsection to read as follows:*

~~903.2.9 Group S-1.~~ An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

- ~~1. A Group S-1 fire area exceeds 10,000 square feet (928 m<sup>2</sup>)~~
- ~~2. A Group S-1 fire area is located more than three stories above or any number of stories below grade plane.~~
- ~~3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 20,000 square feet (1856 m<sup>2</sup>)~~
- ~~4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (232 m<sup>2</sup>)~~
- ~~5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m<sup>2</sup>)~~

*Change subsection to read as follows:*

~~903.4.3 Floor Control Valves.~~ Approved supervised indicating control valves shall be provided at the point of connection to each floor at the direction of the Fire Code Official.

## **SECTION 905 STANDPIPE SYSTEMS**

*Add new subsection to read as follows:*

~~905.13 Threads.~~ Threads provided for fire department connections to standpipe systems shall be compatible with equipment used by the Portsmouth Fire Department. Hand line hose threads for 2-1/2" diameter hose shall be National Standard thread. Hand line hose threads for 1-1/2" or 1-3/4" diameter hose shall be Iron Pipe thread.

## **SECTION 907 FIRE ALARM AND DETECTION SYSTEMS**

*Edit subsection as follows:*

~~907.2.1 Group A.~~

~~Delete Exception without substitution.~~

*Change subsection to read as follows with Exception remaining unchanged:*

**~~907.2.1.1 System initiation in Group A occupancies with an occupant load of 300 or more.~~** Activation of the fire alarm in Group A occupancies with an occupant load of 300 or more shall initiate a signal using an emergency voice/alarm communications system in accordance with Section 907.5.2.2.

*Edit subsection as follows:*

**907.2.2 Group B.**

*Delete Exception without substitution.*

*Edit subsection as follows:*

**907.2.3 Group E.**

*Delete Exception 3 and 4 without substitution.*

*Edit subsection as follows:*

**907.2.4 Group F.**

*Delete Exception without substitution.*

*Edit subsection as follows:*

**907.2.6.1 Group I-1.**

*Delete Exception 1 without substitution.*

*Edit subsection as follows:*

**907.2.6.2 Group I-2.**

*Delete Exceptions 1 and 2 without substitution.*

*Edit subsection as follows:*

**907.2.6.3.3 Automatic smoke detection system.**

*Delete Exceptions 2 and 3 without substitution.*

*Edit subsection as follows:*

**907.2.7 Group M.**

*Delete Exceptions 1 and 2 without substitution.*

*Edit subsection as follows:*

**907.2.8.1 Manual fire alarm system.**

*Delete Exception 2 without substitution.*

*Add new subsection to read as follows:*

**907.2.8.2.1 Automatic fire alarm system.** System smoke detectors shall be installed in all common spaces and in means of egress components such as exit access corridors,

~~exit enclosure stairs and basements and shall be installed to provide coverage based on the manufacturers listing for the device.~~

*Change subsection to read as follows:*

#### **907.2.9.1 Manual fire alarm system.**

~~1. The building contains more than 11 dwelling units or sleeping units.~~

##### **Exceptions:**

~~1. This exception remains unchanged.~~

~~2. Delete this exception without substitution.~~

~~3. This exception remains unchanged.~~

*Change subsection to read as follows:*

~~**907.2.9.3 Smoke detector coverage.** System smoke detectors shall be installed in all common spaces and in means of egress components such as exit access corridors, exit enclosure stairs and basements and shall be installed to provide coverage based on the manufacturers listing for the device.~~

*Add item 4 to subsection to read as follows:*

#### **907.2.10.1 Group R-1.**

~~4. In all exit access corridors, all exit enclosure stairs and in common areas on each floor level, including basements, when the building is not equipped with an automatic fire alarm system. Single or multiple station smoke alarms in common areas shall be interconnected but shall not be interconnected with guest room smoke alarms.~~

*Change item 4 of subsection to read as follow:*

#### **907.2.10.2 Groups R-2, R-3, R-4, and I-1.**

~~4. In all exit access corridors, all exit enclosure stairs and in common areas on each floor level, including basements, when the building is not equipped with an automatic fire alarm system. Single or multiple station smoke alarms in common areas shall be interconnected but shall not be interconnected with dwelling unit smoke alarms. In some Group R-2 or R-3 occupancies, as determined by the fire official, additional single or multiple station smoke alarms may be required in the basement, interconnected with a dwelling unit(s) alarm(s).~~

*Add subsection and Exception to read as follows:*

~~**907.2.10.2.1. Groups E, I-2 and I-4.** Single or multiple station smoke alarms shall be installed and maintained on all stories and all sleeping rooms of Group E day care facilities, Group I-2 child care facilities, Group I-4 day care facilities and Group I-4 child care facilities as defined in Section 202.~~

~~**Exception:** Single or multiple station smoke alarms shall not be required when the building is equipped with an automatic fire alarm system with smoke detection in all sleeping rooms.~~

## **SECTION 3310 ACCESS FOR FIREFIGHTING**

*Change subsection to read as follows:*

~~**3310.1 Site access and hydrant operation.** When roads are created or extended during the construction of new developments and subdivisions, adequate site access for emergency vehicles shall be maintained at all times during construction. The fire department will be the determining agency when evaluating the adequacy of site access. As construction progresses, water hydrants required by the site plan shall be installed, activated, tested and maintained with adequate hydrant access as determined by the fire department. The City of Portsmouth reserves the right to “call” the site bond at any time during construction, when the owner refuses to provide adequate site access and water supply, as deemed necessary by the fire department, for the protection of life and property.~~

## **SECTION 5601 GENERAL**

*Amend subsection as follows:*

~~**5601.1.3 Fireworks.** Delete exception 4 with remainder of subsection unchanged.~~

*Change subsection to read as follows:*

~~**5601.2.4.1 Blasting.** Blasting operations are regulated in Chapter 5, Article VII, Section 5:701 of the Portsmouth City Ordinances. Refer to this ordinance for additional blasting regulations and the permitting process.~~

## **SECTION 5608 FIREWORKS DISPLAYS**

*Add sentences to end of subsections to read as follows:*

~~**5608.1 General.** The display, sale and discharge of 1.4G fireworks is prohibited within the City of Portsmouth, NH. The display and discharge of 1.3G fireworks shall meet the requirements of all Federal, State, Local Laws, Ordinances and Administrative Rules.~~

~~**5.608.2.1 Outdoor displays.** Application for fireworks displays shall be made in writing at least 15 working days in advance of the date of the display or discharge of 1.3G fireworks, on the current version of the State of NH approved form. The discharge of fireworks shall be lawful under the terms and conditions approved. Approval granted hereunder shall not be transferable, nor shall any approval be extended beyond the dates set out therein.~~

## **CHAPTER 80 REFERENCED STANDARDS**

*Insert the following Codes and Standards:*

### **New Hampshire State Building Code**

Department of Safety  
33 Hazen Drive  
Concord, NH 03305  
(603) 271-7965  
[bldgcodebrd@dos.nh.gov](mailto:bldgcodebrd@dos.nh.gov)

~~**New Hampshire Architectural Barrier Free Design Code**~~

~~Governor's Commission on Disability  
121 South Fruit Street, Suite 101  
Concord, NH 03301  
(603) 271-2773  
1-800-852-3405 (NH)~~

~~**New Hampshire Energy Code**~~

~~Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429  
(603) 271-2431~~

~~**New Hampshire Elevator and Accessibility Lift Law, RSA 157-B**~~

~~NH Department of Labor  
Boiler & Elevator Division  
PO Box 2076  
Concord, NH 03302-2076  
(603) 271-2585~~

~~*Amend in the NFPA Section the following referenced Standards:*~~

~~**54-18** National Fuel Gas Code~~

~~**70-20** National Electric Code~~

~~**96-17** Ventilation Control and Fire Protection of Commercial Cooking Operations~~

~~**APPENDIX A – BOARD OF APPEALS**~~

~~*Appendix A is adopted as part of this ordinance subject to the following amendments:*~~

~~*Delete all subsections and replace with the following subsection to read as follows:*~~

~~**SECTION A101 GENERAL**~~

~~**A101.1 Scope.** Refer to City Ordinance Chapter 12, Section 1202.7, for the establishment of the Board of Appeals.~~

~~**APPENDIX B – FIRE-FLOW REQUIREMENTS FOR BUILDINGS**~~

~~*Appendix B is adopted as part of this ordinance without amendments.*~~

~~**APPENDIX C – FIRE HYDRANT LOCATIONS AND DISTRIBUTION**~~

~~*Appendix C is not adopted as part of this ordinance. New water hydrant locations are regulated through the City Planning / Site Development process.*~~

~~**APPENDIX D – FIRE APPARATUS ACCESS ROADS**~~

~~*Appendix D is adopted as part of this ordinance.*~~

~~**APPENDIX E – HAZARD CATEGORIES**~~

~~*Appendix E is adopted as part of this ordinance without amendments.*~~

~~**APPENDIX F – HAZARD RANKING**~~

~~Appendix F is adopted as part of this ordinance without amendments.~~

**~~APPENDIX G – CRYOGENIC FLUIDS-WEIGHT AND VOLUME EQUIVALENTS~~**

~~Appendix G is adopted as part of this ordinance without amendments.~~

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

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

This ordinance shall take effect upon its effective date.

APPROVED:

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

ADOPTED BY COUNCIL:

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



Karen S. Conard  
City Manager

## CITY OF PORTSMOUTH

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

**Date:** May 14, 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 May 18, 2026

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

#### **A. Public Hearing on the Proposed FY27 (July 1, 2026 through June 30, 2027) Budget:**

This evening, the City Council will hold its first Public Hearing on the FY27 Proposed Municipal Budget. The Proposed Budget for FY27 was presented in two nights of City Council work sessions, May 11th and 13th, with Public Comment welcomed each night. The Public Hearing on the Budget will be opened tonight and the public is invited to share their feedback. The Budget discussion will continue in a third Work Session of the Council on Thursday, May 28th at 6:00 p.m., with Public Comment to follow. The Public Hearing on the Budget will remain open through the City Council meeting of Monday, June 8th, at which time the Council may vote to adopt the final budget.

*I recommend that the City Council continue the Budget Public Hearing until Monday, June 8, 2026.*

#### **B. Public Hearing Regarding Open Enrollment:**

Over the last few months, the Portsmouth School Board has had several discussions on open enrollment policies in direct response to several bills this legislative session that would mandate open enrollment in every school in New Hampshire. At its April 14, 2026 meeting, the School Board recommended the attached Open Enrollment Policy for Portsmouth School District/SAU 52 ("Open Enrollment Policy" or "Policy"). The process for adopting this Open Enrollment Policy is set forth in NH RSA 194-D, which requires City Council approval. Before the Open Enrollment Policy can be adopted, the Council must schedule a public hearing and then a separate vote to approve the Policy between 15-30 days after the public hearing. In order to provide the Council with some background on the issue of open enrollment, please find [attached Superintendent Zach McLaughlin's Memorandum on Open Enrollment, the Portsmouth School Board Open Enrollment Memorandum and An Open](#)

[Letter on the Risks of Statewide Open Enrollment to the Governor](#). Superintendent McLaughlin and School Board Chair Rapaport have recommended that the Policy only take effect if the state enacts a mandatory open enrollment law this session and are here tonight to answer any questions you may have on open enrollment generally and the Open Enrollment Policy.

*I recommend that the City Council move to schedule a vote on the Open Enrollment Policy for Portsmouth School District/SAU 52 at the June 8, 2026 City Council meeting.*

C. **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:**

On May 4, 2026, the City Council voted to amend the ordinance at second reading associated with the RAPP program to have the fees associated with the program for nonresidents as well as the Downtown Workforce On-Street Parking determined by the Fee Schedule Study Committee.

On May 4, 2026, the City Council scheduled a second reading and public hearing for May 18, 2026 regarding an ordinance amending Chapter 7, Parking, Article I – Parking Meters, Section 7.102, Parking Meter Rates to establish parking rates for the Resident Access Parking Program (RAPP) Pilot by adding a new subsection C to Section 7.102.

These parking rates only apply to the streets listed in the RAPP Zone defined in the amendment and established by the Fee Schedule Study Committee for nonresidents and free parking for residents and for downtown workers registered for the Downtown Workforce Parking Program for on street parking for Parrott Avenue only.

*I recommend that the City Council move to pass second reading and schedule third and final reading at the June 8, 2026 City Council meeting.*

D. **First Reading Regarding Ordinance Amendment to Chapter 5, Fire Department and Prevention Regulations, Article IX: Adopted Fire Codes:**

The New Hampshire Legislature recently adopted RSA 153:5-V (effective 7/1/26), which requires all local fire code ordinances to be submitted to the State Fire Marshal for review. The new law also requires the Fire Department to create rules for administering and issuing permits and collecting fees. These rules also require the State Fire Marshal's review. The proposed Amendment to Chapter 5 updates our local fire code to comply with RSA 153:5-V, references the most recent version of the State Fire Code and deletes in its entirety all references and amendments to a second fire code, the International Fire Code (IBC).

After passage of the Amendments to Chapter 5, the Fire Department must submit the new ordinance, along with the new rules for permits and fees, to the State Fire Marshal for his review before July 1, 2026 or the Fire Department will be unable to collect fees.

To ensure compliance and maintain the ability to enforce local ordinances and collect Fire Department fees, the Fire Department and Legal Department have drafted [the attached Amendment to Chapter 5, Fire Department and Prevention Regulations, Article IX: Adoption of Fire Code](#), and request that the Amendment be scheduled for first reading at tonight's City Council meeting.

*I recommend that the City Council move to pass first reading of the Amendment to Chapter 5, Fire Department and Prevention Regulations, Article IX: Adopted Fire Codes, and schedule public hearing and second reading at the June 8, 2026 City Council meeting.*

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

### **A. Request for a Work Session on Mechanic Street Pump Station Replacement Project on June 22, 2026:**

The City is progressing with Preliminary Design efforts for the Mechanic Street Pump Station Replacement Project. The design team has evaluated the technically feasible options for replacement of the pump station and have reached a level where community engagement is essential to advance design efforts.

City staff request a Work Session prior to the June 22, 2026 City Council meeting to review the progress of the design, identify technically feasible options, better understand community needs for the site, and identify potential opportunities that the City should explore as part of the project.

*I recommend the City Council move to schedule a Work Session on the Mechanic Street Pump Station Replacement Project on June 22, 2026, at 6:00 p.m.*

### **B. Renewal of International Drive Water Tank License Agreement:**

In 2011, the City entered into a License Agreement for a water tank on International Drive (the "License") with the New Hampshire Department of Transportation (NHDOT), which permitted NHDOT to install and maintain equipment on the Hobbs Hill Water Tower (the "Tower") located off International Drive at Pease. The equipment is primarily used as a radio communication site by NHDOT to monitor traffic on Route I-95. The License expired by its terms on September 28, 2021, however prior to its expiration, NHDOT requested modifications to the License. The City Council approved Amendment 1 to the License on February 22, 2021. The Amendment permitted NHDOT to install a backup generator and additional equipment on the Tower to provide a better signal. The Amendment also added an

automatic five-year renewal provision upon sufficient notice to the City from NHDOT. The initial five-year term of Amendment 1 expires on June 30, 2026 and NHDOT is requesting approval of a five year renewal term which will run from July 1, 2026 through June 30, 2031. See [attached License, Amendment 1, Letter and License Agreement Renewal from NHDOT](#) (“Renewal”). The Amendment requires that NHDOT provide written notice of its intention to renew the License 60 days prior to the expiration of its term. The attached letter and Renewal serve as NHDOT’s timely written notice to the City.

The payment to the City by NHDOT for use of the Tower remains the same under the terms of the Renewal (\$300 a month with a two (2) percent annual escalator). As of June 30, 2026, the monthly payment is \$324.73 and is subject to the 2% annual increase.

By voting to authorize the City Manager to execute this Renewal, NHDOT will be able to submit the Renewal to the Governor and Executive Council for their approval prior to the expiration of the current License term on June 30, 2026.

NHDOT now requests that the City Council authorize the License Agreement Renewal according to the attached terms.

*I recommend that the City Council move to authorize the City Manager to execute the International Drive Water Tank License Agreement Renewal with NHDOT in a form substantially similar to the attached document.*

**C. 175 Fleet Street License and Landscape Agreement:**

On January 29, 2026, the Planning Board granted site plan approval for 175 Fleet Street, City Tax Map 117, Lot 8 (the “Gilley’s Diner” project) that describes certain improvements to the buildings on the lot that include an enclosed Waste Station Area for garbage and recycling totes, two areas for landscaping and a bike rack that are located on a portion of City Property at Tax Map 117, Lot 1 and Tax Map 117, Lot 16 (“Lot 1” and “Lot 16”). Use of City property requires a license approved by the City Council. The [attached License](#) sets forth the terms and conditions by which the Owner may use the Licensed Areas on City property.

The License has a 10-year term, ending on May 19, 2036, and has an automatic renewal provision for an additional five-year term if timely notice of renewal is received by the City. The License describes three License Areas. License Area A is an enclosed Waste Station Area with garbage and recycling totes. The Waste Station Area may solely be used by RALPH 1912, LLC (“Owner”) and property located at City Tax Map 117, Lot 12. The dumpster that currently serves these properties located on Newbury Way will be removed. License Area B is for the installation of a bike rack for public use. License Areas C1 and C2 are areas for plantings and landscaping. Note that these License Area labels have been created solely for this License and are not on the plans [attached as Exhibits A and B](#).

The fee for this License is recommended to be the same as the annual fee for dumpsters adopted by the Fee Schedule Study Committee. Presently the fee is \$1,500 annually. The License also includes provisions that make the Owner responsible for the installation, upkeep and maintenance of the plantings and landscaping on Lot 1 and Lot 16, including the responsibility to replace plantings and landscaping that has failed to thrive during the term of this License.

The Legal, Health and Planning Departments have reviewed and approved the form of the [attached License and Landscape Agreement](#).

*I recommend that the City Council move to authorize the City Manager to execute and accept the 175 Fleet Street License and Landscape Agreement in a form similar to the attached.*

**D. Public Art Contract:**

The Public Art Review Committee voted (April 29, 2026) to recommend support of this [proposed contract](#) for a “Good of The Hive” mural to be created at Portsmouth Middle School. This is a result of previously approved “percent for art” funding in the amount of \$36,000. Currently the funds are being held in the Public Art Trust Fund. This mural meets PARC’s public art criteria and strongly supports PMS’ education mission, while enhancing the school’s courtyard. The target installation date for this mural is Fall 2027 and will involve middle school student participation.

*I recommend that the City Council move to authorize the City Manager to enter into a public art installation contract for the "Good of the Hive" mural to be located in the Portsmouth Middle School in substantially the same form as presented.*

**E. South Meeting House Lease Revisions:**

On November 17, 2025, the City Council considered the negotiated Lease and Sublease for the South Meeting House reuse proposal submitted by the Schleyer Foundation (the Foundation) and the Portsmouth Music and Arts Center (PMAC) and voted to approve the transaction as recommended. This matter is back before the Council as the Foundation has requested limited additional, material amendments prior to final execution.

Following the Council’s November 17, 2025, vote, the Foundation has requested additional lease amendments. Note that the [revised lease package](#) does not change the fundamental reuse concept, the term, or the City’s ownership of the South Meeting House. However, it does modify (1) how the Community Development Block Grant (CDBG) obligations will be addressed and (2) which party will carry property insurance for the historic structure.

The revised lease retains the core preservation and public-purpose terms approved by the Council. The principal change relates to CDBG: prior CDBG-funded improvements require that a public restroom be maintained for public use. The tenant has concluded that this condition is not compatible with the proposed children’s enrichment programming and requests that the City accept repayment of \$70,634.90 to the City’s CDBG program to release the South Meeting House property from those restrictions.

The amendments also revise insurance responsibilities. At the Foundation’s request, Primex has agreed to continue insuring the South Meeting House on behalf of the City, so the tenant will not carry building property coverage. Paragraph 7.1 (a) may be further refined to reflect this obligation. The tenant and subtenant must insure their own personal property, equipment, and other items on-site. The lease otherwise continues to protect the City through restrictions on assignment/subleasing without consent, inspection and enforcement rights, and default remedies, including termination for prolonged inactivity or noncompliance.

The Legal Department, in coordination with the Public Works and Planning & Sustainability Departments, has reviewed the requested changes and negotiated revised documents. Staff recommend that the City Council approve the revised Lease and Sublease as presented.

*I recommend that the City Council authorize the City Manager to accept and approve the revised Lease of the South Meeting House with the Schleyer Foundation, and the related Sublease to PMAC, in substantially similar form to the documents contained in the agenda packet and accept the payment of \$70,634.90 from the Schleyer Foundation as repayment of Community Development Block Grant Funds.*

## 12. Consent Agenda:

### A. **Pole License Request 63-0771:**

Public Service Company of New Hampshire (“Eversource”) has requested permission to install 4 new electrical manholes and a switch gear with manhole and its associated underground conduit system. This equipment will provide service for the 2 Russell Street project directly, and will also become a part of Eversource’s downtown, underground power loop that provides service to all the buildings in the area.

The installation of this underground service poses no impact on the existing City infrastructure. The Public Works Department recommends approval of this license.

*I recommend the City Council authorize the City Manager to execute PSNH Petition and Pole License #63-0771 in substantially similar form as presented.*

## 13. Presentations and Written Communications:

## 16. Approval of Grants/Donations:

### A. **Acceptance of Community Development Block Grant Funds - \$499,576:**

The U.S. Department of Housing and Urban Development (HUD) has informed the City that a Community Development Block Grant (CDBG) in the amount of \$499,576 (a decrease of \$23,077 from the current fiscal year) will be made available to Portsmouth for FY 2027. The grant funds are awarded annually and are used to carry out a variety of social services, public facility/infrastructure improvements, accessibility projects, and other CDBG-eligible projects targeted to benefit extremely low- to moderate-income populations in the City.

Note that the decrease in the funding award is a result of a reduction in the Congressional budget allocation for the CDBG program overall at the federal level and not a reflection of the City's performance.

*I recommend that the City Council move to accept and expend a Community Development Block Grant in the amount of \$499,576 from the U.S. Department of Housing and Urban Development.*

**B. Acceptance of Senior Activity Center Luncheon Fund Donation - \$500:**

Attached please find a [Gift and Donation Submission form](#) from Senior Services Supervisor, Nicole Finitis, regarding a donation from Karen Parnes in the amount of \$500.

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

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

**A. Household Hazardous Waste Day Update:**

On May 9, 2026, the City held Household Hazardous Waste Day at the DPW Complex. Despite record turnout (344 individuals, up from the norm of 250-275), the morning went very smoothly. 45 of the attendees were from newly-added New Castle. Traffic was noticeable along both sides of Peverly Hill Road until mid-morning, then started to dissipate. Note that this is the last event to include Greenland residents, as they will be moving to the Exeter event. Many thanks to the DPW staff who participated as well to our outside vendor, Republic Services, on another great event.

**B. RAPP Pilot Program Policy:**

Over the last six months, in response to the Council's request for a report back in October, 2025, Deputy City Manager Carl Weber has been working with the Parking Division, the Chamber Collaborative, the Parking and Traffic Safety Committee (PTS) and the Economic Development Commission (EDC) to create a pilot resident parking program in response to residents' concerns about neighborhood parking. The purpose and details of the Resident Access Parking Program (RAPP) Pilot – 2026 (RAPP Pilot) went through several versions in response to suggestions made over time by these various stakeholders. The evolving RAPP Pilot has been presented to Council through two prior report backs and a third report back tonight. The [attached amended City Council Policy No. 2026-01 \(Policy\)](#) is provided for informational purposes this evening and is scheduled for final approval at the June 8, 2026 meeting. The amendment reflects the City Council vote on May 4, 2026, to have the fees associated with this program set by the Fee Schedule Study Committee. This will give the public notice of the RAPP Pilot and an opportunity to comment. The Council will be receiving quarterly report backs and will be able to amend the Policy in response to the data and input received during the one-year RAPP Pilot.

C. **Emerging Contaminants Clean Water, State Revolving Fund (CWSRF) Grant for Coakley Landfill Group (CLG):**

The Governor and Executive Council approved the award of a CWSRF Emerging Contaminants Grant in the amount of \$980,000 from the NH Department of Environmental Services (DES) to the CLG on May 6, 2026. The CLG will use this money to design and implement a pilot project to investigate treatment options to reduce or remove PFAS in the surface and ground water migrating from the site. It is expected that the project will be ongoing for two years.

The Planning & Sustainability Department is preparing a detailed presentation for the City Council on the history and the status of the Coakley Landfill at an upcoming Council Meeting. However, by way of brief background, in 1986, the Coakley Landfill, located in North Hampton was designated by the United States Environmental Protection Agency (EPA) as a superfund site based on contamination at the site. The City of Portsmouth, along with 30 other parties, were held jointly liable as contributors to the site in a federal lawsuit that was resolved with Consent Decrees.

The CLG Executive Committee was created by the settling defendants to manage the cleanup and monitoring of the site and the associated costs. The Executive Committee has three members, one representing the interests of the transporters of the contaminants, one for the generators of the contaminants and one for the municipalities involved in contributing to the landfill. Glenn Normandeau is the Chair of the Executive Committee which meets regularly in public meetings. The three municipalities (Portsmouth, North Hampton and Newington) bear a 63.077% share, with the City of Portsmouth bearing a 53.551% or a majority share of the liability for the associated costs. The Planning & Sustainability and Legal Departments provide support for the Executive Committee.

The EPA has ordered the CLG to conduct work at the site to reduce or remove PFAS contaminants from the ground and surface water migrating from the landfill. The Grant will be used to help pay for this work. A [copy of the Grant is attached](#) and no action is required.

**AMENDMENT 1 TO INTERNATIONAL DRIVE WATER TANK LICENSE AGREEMENT**

The City of Portsmouth, a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter "Licensor") and the State of New Hampshire, acting through its Department of Transportation, with an office at 54 TMC, P.O. Box 483, Concord, New Hampshire 03302 ("Licensee") hereby agree as follows:

**WHEREAS**, the Licensor and Licensee have entered into a License Agreement for the International Drive Water Tank dated September 28, 2011 (the "License Agreement"); and

**WHEREAS**, the Licensor owns certain infrastructure located on certain premises located off Pinecrest Terrace in the City of Portsmouth, County of Rockingham, and State of New Hampshire, known as the Hobbs Hill Water Storage Tank, (the water tank and other fixtures and improvements referred to collectively as the "Property"); and

**WHEREAS**, the Licensee seeks to amend the Agreement by including additional telecommunication transmitting and receiving equipment associated with its Advanced Traffic Management System program ("Additional Equipment") which Licensee may install, maintain and operate on the Property and under the terms of and subject to the Agreement; and

**WHEREAS**, the Licensee and Licensor agree to enter into Amendment 1 to International Drive Water Tank License Agreement ("Amendment 1"); and

**NOW THEREFORE**, the Licensee and Licensor hereby agree as follows:

1. To remove and replace paragraph 1 of the Agreement, **LICENSE** in the Agreement with the following:

**LICENSE**: Subject to the terms and conditions of this Agreement, Licensor grants to licensee a license to use certain space on and around the water tank portion of the Property for the installation of Equipment. The Equipment is defined and listed as Exhibit A to this Amendment, attached herewith.

2. To remove and replace paragraph 4. **TERM**, with the following:

**TERM:** The initial term of this License shall be five (5) years commencing on the date of Governor and Council Approval (the "Commencement Date"). As used herein, "Term" refers to the initial term and any renewal term as provided herein. If, at any time during the Term, Licensee makes a good faith determination that the Licensed Premises have become unsuitable for the conduct of Licensee's telecommunication needs Licensee may terminate this Agreement by written notice to Licensor. Termination shall be effective thirty (30) days after receipt of notice by Licensor, except that in the case of a casualty or taking by eminent domain, the License Fee shall be payable only to the date of the casualty or the transfer of property to the condemning party, as the case may be.

3. To remove and replace Paragraph 5, Fees, in its entirety with the following:

**FEES:**

- (a) License Fee. Licensee shall pay Licensor a license fee hereunder monthly in advance on and from the Commencement Date, the sum of Three Hundred Dollars (\$300.00) (the "License Fee"), without notice, deduction or setoff.
- (b) Increase of License Fee. At each anniversary of the Commencement Date, the License Fee in effect for the subsequent year shall increase two per cent (2.00%).
- (c) Payment. All Fees due from Licensee under this Amendment shall be made payable to:

City of Portsmouth  
Attn: Controller  
One Junkins Ave  
Portsmouth, NH 03801

- (d) Invoices. The Licensor may send monthly invoices to the Licensee at the following address:

Bureau of TSMO Administrator  
NH. Dept of Transportation  
PO Box 483  
Concord, NH 03302-0483.

Failure by the Licensor shall not constitute a waiver of Licensee's obligation to pay the License Fee, and shall in no way relieve the Licensee of its duty to pay the License Fee.

4. To remove and replace paragraph 3 of the Agreement, **LICENSE RENEWAL** with the following:

**LICENSE RENEWAL:** Provided Licensee is not in default of any provision hereunder, the expiration of each five-year (5) Term, this Agreement shall be automatically renewed for the successive five (5) year term unless either party gives written notice to the other of its

intention to cancel this Agreement at least sixty (60) days prior to the expiration of the extended Term hereunder.


**LICENSOR  
City of Portsmouth  
PORTSMOUTH, NEW HAMPSHIRE**

Date: 3/8/2021

By:   
Karen S. Conard, City Manager

Pursuant to vote of the City Council on 2/22/2021.

**LICENSEE  
STATE OF NEW HAMPSHIRE,  
Department of Transportation**

By:   
Print Name: David Rodrigue  
Title: Director of Operations

Pursuant to vote of Governor and Council on \_\_\_\_\_.

## EXHIBIT A to Amendment 1 to the International Drive Water Tank License Agreement

### List of Inventory

#### A. Radio antennae located on top of water tank

1. 1 of 6 Microwave dish antenna HP2-18 339° to location-2 Spaulding 2.4-mile marker
2. 2 of 6 Microwave dish antenna HP4-11, 250° to location-3, Troop –A, Epping, NH
3. 3 of 6 Microwave dish antenna HP4-11 197° to Location-4, Hampton Water Tank
4. 4 of 6 Microwave dish antenna HP4-11, 333° to Location-5 Spaulding Turnpike 12.4
5. 5 of 6 Microwave dish antenna Model TBD 88° to Memorial Bridge, Portsmouth
6. 6 of 6 Microwave dish antenna Model TBD 60° to Kearsage Way, Portsmouth
7. 1 of 3 Motorola PMP 49400, 4.9 Ghz Access point (AP) panel antenna integrated radio
8. 2 of 3 Motorola PMP 49400, 4.9 Ghz Access point (AP) panel antenna integrated radio
9. 3 of 3 Motorola PMP 49400, 4.9 Ghz Access point (AP) panel antenna integrated radio
10. 1 of 1 LMR Andrews DB-201, Omni directional uni-gain UHF antenna

Notes: Items 5, 6, and 10 and associated items such as cables to be added during this license term  
Item-9 to be removed during this license term and replaced by Item #6

#### B. Microwave radio integrated with antenna located at top of tank.

1. 1 of 8 remote mount Dragonwave Compact + Microwave radio, 18 Ghz to Location -2
2. 2 of 8 remote mount Dragonwave Compact + Microwave radio, 18 Ghz to Location -2 (Standby)
3. 3 of 8 remote mount Dragonwave Compact + Microwave radio, 11 Ghz to Location- 3
4. 4 of 8 remote mount Dragonwave Compact + Horizontal Microwave radio, 11 Ghz to Location - 4
5. 5 of 8 remote mount Dragonwave Compact + Vertical Microwave radio, 11 Ghz to Location - 4
6. 6 of 8 remote mount Dragonwave Compact + Microwave radio 11 Ghz. to Location-5
7. 7 of 8 remote mount maker TBD microwave radio to Memorial Bridge, Portsmouth

NH Attorney General

Emily C. Goering  
Signature

EMILY C. GOERING  
Name

AAG  
Title

Authorized to enter into Agreement as approved by  
Governor and Council on:

  
Secretary of State

**DEPUTY SECRETARY OF STATE**

JUL 14 2021  
Dated

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
INTERNATIONAL DRIVE WATER TANK  
BUREAU OF TSMO  
LICENSE AGREEMENT RENEWAL

WHEREAS, Governor and Council approved a License as a result of License Agreement Amendment 1, on July 14, 2021, Item #24 (hereinafter referred to as “Amendment 1”), between the New Hampshire Department of Transportation (hereinafter referred to as the “Licensee”) and the City of Portsmouth, New Hampshire (VC #177463) (hereinafter referred to as “Licensor”), which amended the License Agreement between the parties dated September 28, 2011; and

WHEREAS, pursuant to the terms and conditions of the original License Agreement as amended by Amendment 1, the License shall automatically renew for a successive five-year term, which is subject to Governor and Council approval, at the current monthly rate, with a two percent annual escalator.

NOW THEREFORE, the Licensee and Licensor agree to exercise a five-year renewal term.

| <b>License</b>                 | <b>Dates</b>                  | <b>License Amount and Increases</b> |
|--------------------------------|-------------------------------|-------------------------------------|
| Amendment 1                    | July 14, 2021 – June 30, 2026 | \$18,734.55                         |
| License Agreement Renewal Term | July 1, 2026 – June 30, 2031  | \$ 20,684.48                        |
| License Total                  |                               | \$ 39,419.03                        |

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
INTERNATIONAL DRIVE WATER TANK  
BUREAU OF TSMO  
LICENSE AGREEMENT RENEWAL

Except as provided herein, all provisions of the original License Agreement as amended by Amendment 1 shall remain in full force and effect. This renewal term shall take effect on July 1, 2026 with approval from Governor and Council.

**City of Portsmouth, New Hampshire**

\_\_\_\_\_  
Karen S. Conard  
City Manager

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

**Department of Transportation**

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

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

**Approved by the Attorney General (Form and Execution)**

\_\_\_\_\_  
State of New Hampshire, Department of Justice

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

**Approved by NH Governor and Council**

\_\_\_\_\_

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



The State of New Hampshire  
Department of Transportation



David Rodrigue, P.E.  
Commissioner

Michelle L. Winters  
Deputy Commissioner

May 7, 2026  
Bureau of TSMO

Karen Conard, City Manager  
City of Portsmouth  
1 Junkins Drive  
Portsmouth, NH 03801

**Subject: Renewal Term of License, Hobbs Hill Water Tank, International Drive**

Dear Ms. Conard,

New Hampshire Department of Transportation (NHDOT) is seeking Governor and Council approval to reauthorize and fund an additional 5-year term of the existing licensed agreement as amended, July 14, 2021 for the use of the Hobbs Hill Water Tank as a radio communications site. And as such, is seeking concurrence by the City of Portsmouth to include as part of NHDOT's Governor and Council resolution to authorize the Department to exercise an additional 5-year term.

For your and City Council's review is a signature document that will indicate Portsmouth's concurrence that NHDOT radio operation may remain at the Hobbs Hill facility for an additional five years, and the total expenditure for that term that the Department intends to submit to Governor and Council for approval.

Your concurrence is respectfully sought.

Nicholas H. King,

Nicholas H. King

TSMO Bureau Administrator

Digitally signed by Nicholas H. King  
DN: C=US, E=Nicholas.H.King@dot.nh.gov,  
O=NH DOT, OU=TSMO Bureau, CN=Nicholas  
H. King  
Reason: I am approving this document  
Date: 2026.05.07 15:36:06-04'00'

Attachment

LICENSE AGREEMENT

INTERNATIONAL DRIVE WATER TANK  
PORTSMOUTH, NEW HAMPSHIRE

THIS LICENSE AGREEMENT (this "Agreement") is made as of the 28 day of September, 2011, by and between the City of Portsmouth, One Junkins Avenue, Portsmouth New Hampshire ("Licensor"), and the STATE OF NEW HAMPSHIRE, acting through its Department of Transportation, with an office at 54 TMC, P.O. 483, Concord, New Hampshire 03302 ("Licensee").

WITNESSETH

WHEREAS, Licensor has operational control through a license agreement with the Pease Development Authority ("PDA") of certain premises located off Pinecrest Terrace in the City of Portsmouth, County of Rockingham, and State of New Hampshire, said premises being the International Drive Water Storage Tank, (the water tank and other fixtures and improvements referred to collectively as the "Property"); and

WHEREAS, this Agreement is subject to and subordinate to all agreements between the City of Portsmouth and PDA entered into under the authority of RSA 12-G et seq; and

WHEREAS, Licensor grants to Licensee only such access as Licensor lawfully controls pursuant to such agreements; and

WHEREAS Licensor makes no representations regarding the ownership of the Property as the ownership resides in the PDA; and

WHEREAS Licensor makes no representations regarding the PDA's adherence to the terms of this Agreement; and

WHEREAS, Licensor makes no representations as to the continued existence of the Property; and

WHEREAS, Licensee desires to use a portion of the Property, as it exists upon execution of this Agreement, for the installation, maintenance and operation of telecommunication transmitting and receiving equipment associated with its Advanced Traffic Management System program ("Equipment"); and

NOW, THEREFORE, in consideration of all the foregoing, and in further consideration of the obligations, terms and conditions hereinafter set forth and recited, both parties do hereby agree as follows

1. LICENSE Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a license to use certain space on the water tank portion of the Property for the installation of

Three (3) 26" x 7" x 4" antennas pipe mounted to the railing;

Three (3) 4' dish antenna on pipe mount stud welded to the tank face;

One (1) 2' dish antenna on pipe mount stud welded to tank face; and

One (1) 30" square DOT equipment cabinet on a 4' x 4' concrete pad.

These installations are shown in Exhibit A. The space on which they are installed is referred to collectively as the "Licensed Premises". Licensee shall accept the Licensed Premises "as-is"; Licensor making no representations regarding the suitability of the Licensed Premises for Licensee's intended use and Licensor having no obligation to prepare the Licensed Premises for use or occupancy by Licensee. Further, Licensor makes no representations that it shall continue the existence of the Property, if in Licensor's sole discretion such Property is no longer of use to Licensor.

## **2. USE OF PREMISES**

(a) The Licensed Premises are to be used solely for the installation, operation, maintenance, repair and replacement, at Licensee's expense, of telecommunication equipment, along with associated electronic equipment and transmission and utility lines and cables (collectively called "Telecommunication Equipment") for Licensee's Advanced Traffic Management System monitoring program. Licensee shall have the right to install Three (3) 26" x 7" x 4" antennas pipe mounted to the railing; Two (2) 4' dish antenna on pipe mount stud welded to the tank face; One (1) 2' dish antenna on pipe mount stud welded to tank face; and One (1) 30" square DOT equipment cabinet on a 4' x 4' concrete pad on the Property. All portions of the Telecommunication Equipment or other property or improvements attached to or otherwise brought onto the Licensed Premises by Licensee shall at all times and for all purposes related to this Agreement be Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the term of this Agreement and, in any case, shall be removed within thirty (30) days after expiration or termination of this Agreement. Any damage caused to the Property by Licensee as a result of the removal by Licensee of its equipment shall be repaired by Licensee, at Licensee's sole cost and expense. If Licensee fails to remove its Telecommunication Equipment and associated property within thirty (30) days of expiration or termination of this Agreement or to repair any damage caused by such removal, Licensor shall be entitled to perform its own removal and/or repair at Licensee's cost and expense.

(b) Licensee, at its sole cost and expense, shall have the right to install and operate the Telecommunication Equipment, according to plans and specifications (the "Plans") submitted to and subject to prior approval in writing by the Deputy Director of Public Works, 680 Peverly Hill Rd., Portsmouth, NH 03801 which approval shall not be unreasonably withheld, conditioned or delayed. Licensor recognizes that, in order for Licensee to install and operate the Telecommunication Equipment, it will need to run data transmission lines from its equipment shelter, if any, to its antenna locations, run power from the main power feed on the Property to the equipment shelter, and run telephone lines from the main telephone entry point on the Property to the equipment shelter. Licensee shall have the right to make the foregoing installations in a reasonable and appropriate manner. Licensee shall have the further right to

make alterations or additions upon or to the Licensed Premises in order to install and operate the Telecommunication Equipment (said installations, alterations or additions in connection with the Telecommunication Equipment collectively referred to herein as "Licensee's Changes") in a manner consistent with Licensee's Plans, provided that Licensee's Changes shall not interfere with the rights of any other licensees at the Property. Notwithstanding the foregoing, Licensor shall not be entitled to review and approve Licensee's Telecommunication Equipment within the equipment shelter, provided Licensee's equipment does not interfere with the rights of Licensor or any other licensee. The approval of Licensee's Plans, or any modifications thereof, shall not be unreasonably withheld or delayed by Licensor, provided the following conditions are met by Licensee

(1) All installations of data transmission lines to the base of the water tank, electric power lines from the main power feed on the Property to the equipment shelter, and telephone lines from the main telephone entry point on the Property to the equipment shelter shall be located underground, field conditions permitting, so as not to interfere with Licensor's use of its facilities and equipment.

(2) The structural integrity of the incumbent improvements, water tank, buildings, and the systems and equipment of Licensor and other licensees already installed and located on the Property shall not be impaired by the installation or modification of Licensee's proposed Telecommunication Equipment.

(3) Only those portions of Licensor's Property designated on Licensee's Plans, approved by Licensor, may be physically altered by the installation or modification of Licensee's proposed Telecommunication Equipment.

(4) The proper functioning of any mechanical, electrical, sanitary or other service systems of Licensor or other licensees already installed and located on the Property shall not be adversely affected by the installation or modification of Licensee's proposed Telecommunication Equipment.

(5) The antennas, antenna cables, and all other related fixtures shall be fastened to the tank by means of mechanical connections bolted to stainless steel brackets welded to the tank surface. All mounting hardware shall be stainless steel. The stainless steel brackets shall be welded to the tank surface in accordance with the standards of the American Water Works Association (AWWA) and any applicable requirements of local, state, and federal governments. The welding shall be performed by a welder licensed to practice welding in the State of New Hampshire. Any surface area of the tank damaged by Licensee's welding activity shall be repaired and prepared for painting by Licensee in accordance with the standards of the AWWA and any requirements of Licensor. Licensor shall have the right to inspect Licensee's materials and welding work and order Licensee to replace any materials or redo any welding work that do not conform with the standards cited herein.

(6) At Licensor's option, Licensee shall paint all materials, trays, fasteners, conduit, and other related fixtures attached to the tank to match the existing color of the tank. If Licensor opts to have Licensee paint such materials, Licensor will furnish Licensee finish specifications for use by Licensee, and Licensee shall be responsible for conforming with same to match the existing color of the tank. In such event, Licensee shall provide Licensor a sample panel, measuring two (2) feet square, painted and finished with any urethane coating to

match as closely as possible the existing color and finish of the tank. Licensor shall have the right to approve Licensee's color matching and materials before Licensee begins painting.

(7) Before commencing any such work on the Property, Licensee shall submit to Licensor, for Licensor's prior approval, the names of the contractors who will perform the proposed work, which approval Licensor agrees shall not be unreasonably withheld or delayed.

(8) Licensee, at its expense and with Licensor's reasonable cooperation, shall obtain all necessary governmental permits, approvals, and certificates required for Licensee's Changes, and shall cause all such work to be made in compliance with all applicable laws and requirements of governmental authorities and insurance bodies having jurisdiction thereof, in a good and workmanlike manner; and if Licensor so requests, Licensee shall deliver to Licensor evidence, reasonably satisfactory to Licensor, of any and all governmental consents or approvals and/or compliance with governmental requirements relating to any work on the Property.

(9) Licensee, at its expense and as soon as practicable, shall procure the cancellation or discharge of all notices of violation arising from or in any way relating to its work on the Property, including the construction or installation thereof, which shall be issued by any governmental or quasi-governmental authority having or asserting jurisdiction.

(10) The operation of the Telecommunication Equipment and Licensee's Changes shall not interfere with the rights of Licensor or any other licensee at the Property established and disclosed to Licensee prior to the Agreement.

(11) Within thirty (30) days following the completion of construction of Licensee's Telecommunication Equipment installation, Licensee's Engineer shall provide Licensor a set of as-built drawings of Licensee's Telecommunication Equipment together with a letter certifying to Licensor that the Telecommunications Equipment has been constructed in accordance with the plans and specifications and changes thereto approved by Licensor.

(c) Licensee shall have the right to make alterations or additions upon or to the Licensed Premises in order to install and operate the Telecommunication Equipment (said installations, alterations or additions in connection with the Telecommunication Equipment collectively referred to herein as "Licensee's Changes"). Licensor shall have the right of prior approval of the plans for Licensee's Changes in accordance with the plan approval process set forth above. Licensee's Changes shall not interfere with the rights of any other licensee with equipment installed and operating prior to the dated of Licensee's Changes at the Property.

(d) Licensor will make available architectural information regarding Licensor's buildings and facilities on the Property upon request or provide access to available plans and surveys, if necessary, to the extent same are in Licensor's possession.

(e) Licensor shall reasonably cooperate with Licensee and join in any applications for governmental licenses, permits, and approvals reasonably required of or reasonably deemed necessary by Licensee for its use of the Licensed Premises, including, without limitation, applications for permits, applications for zoning variances and zoning ordinance amendments and special use permits, provided that Licensee shall reimburse and hold Licensor harmless for any costs or fees actually incurred and payable by Licensor in connection with such applications

and approvals, provided same do not interfere with Licensor's or other licensees' use of the Property.

(f) Licensor hereby grants Licensee a non-exclusive license over the Property providing Licensee suitable, adequate, and direct access, for ingress and egress and for electrical and telecommunication services, to and from the Licensed Premises from the closest public right-of-way. Licensor agrees that it will grant an easement over the Property to the appropriate public service company or agency to facilitate the provision of electric and telecommunication services to the Licensed Premises. Such license shall remain in effect during the term and any extended term of this Agreement. No additional fees shall be payable by reason of Licensor's grant of such license.

(g) Licensee, its officers, employees, agents, invitees, and representatives shall have the right of access to the Licensed Premises, both for the installation and operation of utility lines and for access by foot or motor vehicle, through other portions of the Property mutually agreed by the parties, as set forth in the Plans for Licensee's permitted uses. Such access to the Licensed Premises shall be seven (7) days a week, twenty-four (24) hours a day, and shall be preceded by twenty-four (24) hour verbal notice to the City of Portsmouth, Deputy Director of Public Works 766-1421 except that prior verbal notice may be waived in the event of unscheduled repairs or emergencies, in which event, Licensee shall contact City of Portsmouth Public Works as soon as possible.

(h) All rights granted to Licensee under this Agreement shall not be revoked until the expiration or sooner termination of this Agreement in accordance with its terms.

### **3. MANAGEMENT OF EQUIPMENT ENGINEERING**

(a) Licensee is hereby granted a non-exclusive right to install the Telecommunications Equipment on Licensor's water tank located on the Property.

(b) Licensee represents and warrants that, following adequate testing and evaluation by Licensee, the use and operation of the Telecommunication Equipment by Licensee will not interfere with the transmission and receiving equipment of existing wireless communications users at the Property, provided that the equipment of such other users is properly installed and lawfully operated.

(c) Licensee agrees to operate its equipment (or any replacements of such equipment) within the frequencies approved and authorized by the FCC, and shall not cause measurable interference, as defined by the FCC, with Licensor or other licensees at the Property. If the installation or operation of Licensee's Telecommunication Equipment, or modifications thereto, should cause such interference, Licensee agrees and represents that it shall eliminate such interference within a reasonable period of time, not exceeding thirty (30) days after notice thereof by Licensor, after which, if such interference has not been eliminated, Licensor may elect to terminate this Agreement and Licensee's rights and privileges hereunder. Licensee further agrees and represents that it shall cooperate with Licensor to eliminate any such interference that Licensee's operations on the Licensed Premises may cause to radio transmission or reception equipment placed on Licensor's water tank subsequent to the installation of Licensee's Telecommunication Equipment.

(d) In the event Licensor needs to repair, alter or replace any of its equipment or improvements located on the Property to fulfill its governmental purpose to promote the public good or to comply with any governmental regulations, and such repair, alteration or replacement would render continued use of the Telecommunication Equipment by Licensee unsuitable, in Licensor's sole discretion, Licensor shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Licensee.

(e) In the event the exercise of the rights and privileges of Licensee provided in this Agreement are determined to interfere with or contravene any present or future law or regulation regarding protection of or operation of public water supply by any government agency having authority over Licensor, or interferes with Licensor's municipal purpose to promote the public good, then in that event, Licensor shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Licensee, Licensee acknowledging that as a Licensee it has no vested interest in or to the Licensed Premises.

(f) In no event shall either party be liable to the other for indirect, special, incidental, exemplary or consequential damages, including, but not limited to, loss of profits or revenues, loss of use of any property, fines or penalties, cost of capital, cost of substitute equipment, facilities or services, or claims of Licensee's constituents for such damages.

(g) Either Licensor or Licensee may terminate this Agreement upon thirty (30) days written notice to the other party in the event that the Federal Communications Commission or other authorized government agency makes a determination which is final and non-appealable or which is affirmed and becomes final after the exhaustion of all available appeals concluding that Licensee's use as set forth in this Agreement presents a material risk to the public health or safety.

(h) If at any time after the expiration of the first, five-year term of this Agreement, Licensor determines, in its sole discretion, that the exercise of Licensee's privileges pursuant to this license adversely interferes with Licensor's efficient use and enjoyment of its Property, Licensor shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Licensee, notwithstanding the commencement of the renewal option of the License.

4. **TERM** The initial term of this License shall be five (5) years, commencing on the start of construction of Licensee's improvements (the "Commencement Date"). The initial term of this License shall end on the day before the fifth (5th) anniversary of the Commencement Date. As used herein, "term" refers to the initial term and any renewal term as herein provided (the "Term"). If, at any time during this Agreement, Licensee makes a good faith determination that the Licensed Premises have become unsuitable for the conduct of Licensee's telecommunications needs Licensee may terminate this Agreement by written notice to Licensor. Termination shall be effective thirty (30) days after receipt of such notice by Licensor, except that in the case of a casualty or taking by eminent domain, the License Fee shall be payable only to the date of the casualty or the transfer of property to the condemning party, as the case may be.

#### 5. **FEES**

(a) **License Fee.** Licensee shall pay Licensor a license fee hereunder monthly in advance

on and from the Commencement Date, the sum of Two Hundred Fifty Dollars (\$250.00) (the "License Fee"), without notice, deduction or setoff.

(b) **Increase of License Fee.** At the commencement of each successive year of this License, as hereinafter provided, the License Fee in effect for the preceding year shall increase two per cent (2.00%)

(c) **Payment.** All fees due from Licensee under this Agreement shall be made payable to City of Portsmouth, Attn Controller, One Junkins Ave. Portsmouth, NH 03301.

**6. LICENSE RENEWAL** Provided Licensee is not in default of any provision hereunder, this Agreement shall be automatically renewed for three (3) additional, consecutive five-year (5) periods, unless either party gives written notice to the other of its intention to cancel the Agreement at least sixty (60) days prior to the expiration of the initial Term hereof. Upon the expiration of each five-year (5) Term, this Agreement shall be automatically renewed for the successive five-year (5) Term, unless either party gives written notice to the other of its intention to cancel this Agreement at least sixty (60) days prior to the expiration of the extended Term hereof.

## **7. CONTINGENCIES**

(a) Lessor agrees that this agreement, including any renewal terms hereof, is contingent upon Governor and Council approval, or the approval of the New Hampshire Department of Transportation ("DOT") and the appropriation of sufficient funds from the New Hampshire Legislature for Lessee to carry out its obligation under this contract. If, in the sole discretion of Lessee, sufficient funds were not appropriated, Lessee may terminate this agreement upon thirty (30) days written notice. Such termination shall relieve both parties of all obligations hereunder, except for the obligation to pay rent for the period prior to termination. In the event of termination pursuant to this clause prior to the end of the lease term, Lessor shall reimburse Lessee on a pro-rata basis for rent paid in advance.

(b) Lessor understands and agrees that Licensee's ability to use the Licensed Premises is contingent upon its suitability for Licensee's intended use from a technical engineering basis and upon Licensee's ability to obtain and maintain any governmental licenses, permits and approvals that may be required of or deemed necessary or appropriate by Licensee for its use of the Licensed Premises, including applications for zoning variances, zoning ordinances, amendments, special use permits, and building permits (collectively referred to as "Governmental Approvals") by that date which is one year from the date of the License Agreement herein (the "Contingency Date"); provided that Licensee shall have the right, without obligation, to appeal any denial by a governmental agency, and the Contingency Date for obtaining Governmental Approvals shall be extended until such time as a final decision is rendered and is not the subject of any further appeal made or defended by Licensee. Lessor agrees to use reasonable efforts to cooperate with Licensee and join in any application to obtain the Governmental Approvals, provided that Licensee shall pay and hold Lessor harmless for any costs or fees actually incurred by Lessor in connection with such applications and approvals.

(c) Licensor agrees that, if there are any violations of any applicable law at or relating to the Property, which have a material adverse effect on Licensee's intended use of the Licensed Premises, including any environmental, land use or other governmental laws, ordinances, rules, regulations, directives, policies or judicial determinations (collectively called "Laws"), Licensee may, at Licensee's option, terminate this Agreement at any time prior to the Contingency Date.

(d) If either contingency set forth in this Paragraph 7 is not satisfied (including within any applicable time period as may be provided) or is not expressly waived by Licensee in writing, then Licensee shall have the right, without obligation, to terminate this Agreement at any time prior to expiration of the Contingency Date.

## **8. LIABILITY**

(a) Licensee agrees to self-insure all liability for bodily injury, death and/or property damage under the State of New Hampshire's self-insurance program, in accordance with the Laws of the State of New Hampshire. Such self-insurance shall insure against all costs, damages, expenses and/or any payment of any and all claims, accidents, and injuries, and all damages whatsoever caused to any person or any property in or about the Property or Licensed Premises caused by to the operation of Licensee's Telecommunication Site.

(b) If Licensee shall, at any time following the execution of the Agreement herein, change from a self-insurance program to a traditional insurance program, then Licensee shall, prior to the termination of said self-insurance program, procure such insurance policies and limits of coverage as shall be agreed to by Licensor and Licensee and furnish Licensor endorsements of such insurance coverage naming Aquarian Company and its subsidiaries as an additional insured.

(c) Except for the intentional acts or willful misconduct of Licensor, its agents or employees, and to the extent permitted by law, Licensee agrees to indemnify and hold harmless Licensor from all claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees (including disbursements) incurred by Licensor in connection with (i) Licensee's Telecommunication Equipment, (ii) Licensee's Changes (iii) any work related thereto or on account of any claims under Licensee's Workmen's Compensation or employees' disability, and (iv) Licensee's use of or access to or over the Licensed Premises or Property, including without limitation, the installation, maintenance, operation, replacement, repair and removal of Licensee's equipment.

(d) Licensor shall not be responsible for any loss or damage to property, materials, or equipment located on the Licensed Premises, resulting from theft, vandalism, the actions of other licensees, or other casualty except for the intentional or willful misconduct of Licensor, their agents or employees.

(e) The obligations of Licensee to Licensor pursuant to this Paragraph 8, shall survive the expiration or sooner termination of the License Agreement herein.

(f) This License does not abridge or limit, nor shall it be interpreted as abridging or limiting, the sovereign or official immunity to which Licensee and its representatives and agents are lawfully entitled.

## **9. CONDITION OF PREMISES**

Upon termination or expiration of this Agreement, Licensee shall surrender the Licensed Premises to Licensor in good condition as described in Paragraph 2 above, except for reasonable wear and tear, and damage due to the elements.

## **10. WARRANTY OF TITLE AND RIGHT TO LICENSE**

(a) Both parties represent that they are duly organized/formed, validly existing, in good standing and have all rights, power, and authority to make this Agreement and bind themselves thereto through the party set forth as signatory of Licensor and Licensee set forth below, subject to the Licensor's agreement with the PDA regarding the Property

(b) Both parties represent that they have not dealt with, and that no brokerage commission is due to, any real estate broker in connection with this Agreement.

(c) Licensee shall have quiet and peaceful use, enjoyment, and possession of the Licensed Premises during the Term of the License for its permitted uses, provided Licensee is not in default of any of the terms or conditions of this Agreement (after notice and opportunity to cure).

## **11. ACCESS**

Nothing contained herein shall operate to prevent Licensor from granting similar licenses to other parties so long as such parties comply with all applicable laws, rules, and regulations and do not interfere with Licensee's effective use of the Property for Telecommunication Equipment.

## **12. LICENSEE'S RIGHT TO MAINTAIN SECURITY**

Licensee, at its cost and expense, may place, construct, and maintain a fence around any equipment structure housing Licensee's equipment, or undertake any other appropriate means to restrict access thereto, subject to Licensor's approval, not to be unreasonably delayed or withheld. Licensee's rights provided herein shall not interfere in any way with Licensor's right to access the Property.

## **13. MECHANICS' LIENS**

If, because of any construction, addition, alteration or other activity by or on behalf of Licensee, any Notice of Intention, mechanic's or other lien, charge, or order for the payment of money or other encumbrance shall be filed against Licensor or the Property, Licensee shall, at its own cost and expense, cause same to be discharged of record, bonded or otherwise secured to Licensor's reasonable satisfaction within forty-five (45) days after the filing thereof. If Licensee fails to comply with the foregoing, Licensor shall have the option of discharging or bonding any such lien, charge, order, or encumbrance, and Licensee agrees that it shall promptly reimburse Licensor upon demand for all reasonable costs, expenses, and other sums of money in connection therewith.

#### **14. MAINTENANCE AND REPAIRS, UTILITIES**

(a) Licensee shall perform all repairs necessary to keep its Telecommunication Equipment and all other Licensee improvements located on the Licensed Premises or located on any rights-of-way or other access to the Licensed Premises in good condition so that same do not create any form of nuisance on the Property. Licensor shall maintain the Property and access thereto, other than Licensee's Telecommunication Equipment and other improvements thereon, in good condition and repair.

(b) Licensee, at its sole expense, shall arrange for its own separately metered electrical supply service from the local utility company and shall pay for all charges for electricity and other utilities consumed by Licensee. Licensee shall be permitted to bring a generator onto the Property for temporary or emergency power, provided that the generator shall comply with all state and local laws and regulations governing the use of same.

(c) Licensee shall conduct its activities on the Licensed Premises in compliance with all applicable environmental laws. Licensee shall not store, produce, use or maintain any hazardous materials in its equipment shelter or anywhere else on the Property, other than if contained in sealed gel-cell batteries for back-up power or in fire suppression equipment located on the Licensed Premises. Licensee shall, subject to its insurance coverage, defend, indemnify, and hold Licensor harmless from and against all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees incurred, including reasonable attorneys' fees, that Licensor may suffer due to the existence or discovery of hazardous materials on the Property or release into the environment of such hazardous materials arising in either case from Licensee's use of the Property.

#### **15. DEFAULT AND RIGHT TO CURE**

(a) Each of the following shall be deemed a default by Licensee and a breach of this Agreement

(i) Non-payment of License Fee, including any adjustments in fee amount as required hereunder, due hereunder for a period of ten (10) days after receipt of notice of such failure to pay from Licensor;

(ii) Failure to perform any other covenant under this Agreement for a period of thirty (30) days after receipt of notice from Licensor specifying the failure. No such failure, however, shall be deemed to exist if Licensee shall have commenced good faith efforts to rectify the same within such thirty-day (30) period and if such efforts shall be prosecuted to completion with reasonable diligence and within a reasonable period of time.

(b) In the event Licensor has defaulted under the terms of this Agreement, Licensor shall use reasonable efforts to cure such default within thirty (30) days after receipt of notice from Licensee specifying the failure. If such default interferes with Licensee's ability to operate its Telecommunication Equipment, Licensor shall use reasonable efforts to cure such default within thirty (30) days after notice from Licensee or as expeditiously as possible. If Licensor does not cure the default within said thirty-day (30) period, Licensee may, as its sole and exclusive remedy, terminate this Agreement.

(c) Following default by Licensee as defined herein, beyond any applicable cure

period, Licensor shall have the right to terminate this Agreement upon five (5) days written notice, whereupon Licensee shall forthwith remove all of its equipment and antennae and repair any damage caused by such removal, at the Licensee's sole expense. Licensee shall not be released from any liability that may accrue to Licensee under this Agreement prior to the termination date. Licensee shall also pay to Licensor as damages for any such default the balance of the license fees that would otherwise have constituted the balance due for the then current term of this Agreement.

#### **16. ASSIGNMENT**

Licensee may not sell or assign this License. Licensor has granted this License to the State of New Hampshire, Department of Transportation, for the sole use and enjoyment of the State of New Hampshire for its Advanced Traffic Management System program for public purposes.

#### **17. NOTICES**

Unless otherwise provided herein, any notice of demand required or permitted to be given hereunder shall be given in writing by overnight delivery, certified or registered mail, return receipt requested, in a sealed envelope, postage prepaid, to be effective when received, refused or returned undelivered. Notice shall be addressed to the parties at the addresses hereinafter set forth. Either party hereto may change the place for the giving of notice to it by like written notice to the other as provided herein.

|                |   |
|----------------|---|
| As to Licensor | City Attorney<br>City of Portsmouth<br>One Junkins Ave.<br>Portsmouth, NH 03801 |
|----------------|---|

|                |   |
|----------------|---|
| As to Licensee | Mr. David Chase<br>State of New Hampshire<br>Department of Transportation<br>Bureau of Traffic<br>54 TMC, P.O. Box 483<br>Concord, NH 03302 |
|----------------|---|

#### **18. RESERVATION OF RIGHTS**

Licensor reserves to itself, its successors and assigns, the right to access the Property at any time in order to operate and maintain its facilities and improvements thereon in such a manner as will best enable it to fulfill its own requirements as a municipality, consistent with the respective rights of the parties, pursuant to this Agreement, including the right to remove the Property at Licensor's sole discretion. Notwithstanding the foregoing, Licensor agrees to notify Licensee thirty (30) days prior to removal or undertaking extensive maintenance to the tank, such as repainting the tank, which may involve pressure blasting the tank surface, or performing any

work that may require the temporary protection of Licensee's equipment. Such maintenance will be conducted as diligently and expeditiously as possible by Licensor, but Licensor shall not be responsible for Licensee's inability to operate its Telecommunication Equipment while Licensor undertakes extensive maintenance to its facilities located on the Property, or removes the Property itself. Licensor will, however, allow Licensee to utilize another portion of the Property for the placement of a temporary antenna structure, to the extent such alternative may be reasonably feasible. If such maintenance cannot be completed within one hundred twenty (120) days, Licensee shall have the right to terminate the License upon written notice to Licensor, which notice shall be effective upon receipt. If Licensee terminates the License pursuant to the provision herein, Licensee shall, at its own cost and expense, remove all of its equipment and infrastructure from the Property and restore Licensor's Property to its prior condition; however, in that event, there shall be a pro-ration of the License Fee for that year as provided for in paragraph 5 (a) above.

**19. Intentionally Omitted**

**20. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provision were not contained herein, provided, however, that if the invalid, illegal or unenforceable provision is material to this Agreement, this Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto providing that Licensee, at its own cost and expense, remove all of its equipment and infrastructure from the Property and restore Licensor's Property to its prior condition as existing on the date of execution of this License.

**21. AMENDMENT; WAIVER**

No revision of this Agreement shall be valid unless made in writing and signed by an authorized representative of both parties. No provision of this Agreement may be waived except in writing signed by both parties.

**22. BIND AND BENEFIT**

All the conditions and covenants contained in this Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of each of the parties hereto.

**23. ENTIRE AGREEMENT**

This Agreement and the exhibits attached hereto constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

**24. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New Hampshire. Any action arising out of or related to the Agreement shall be brought in State Court in New

Hampshire.

**25. LICENSEE'S RIGHT TO TERMINATE:** Notwithstanding any provision contained in this Agreement, Licensee may terminate this Agreement under the following circumstances and notice given to Licensor in accordance with Paragraph 17. hereof:

(a) Before the Commencement Date, Licensee shall have the right to terminate this Agreement at any time and for any or no reason by delivering prior written notice to Licensor.

(b) After the Commencement Date, during the Initial Term and any Renewal Term, Licensee shall have the right to terminate this Agreement at any time and for any or no reason by delivering prior written notice to Licensor and paying Licensor a fee equal to six (6) months of the then current License Fee ("Termination Fee"), unless Licensee terminates for reasons set forth in Paragraph 7(a), 24(c) or otherwise set forth within this Agreement, in which event Licensee shall not pay a Termination Fee to Licensor.

(c) After the Commencement Date, during the Initial Term or any Renewal Term, Licensee shall have the right to terminate this Agreement without paying Licensor any Termination Fee by delivering prior written notice to Licensor upon occurrence of any of the following events (which Licensee shall cite and explain in its notice): (i) if Licensor fails to have proper ownership of the Property or authority to enter into this Agreement; (ii) if Licensor is in default of any covenant herein and has not cured such default within the time allotted; (iii) if Licensee, through no fault of Licensee, forfeits or is unable to obtain or maintain any license (including, without limitation, a FCC license), permit or any governmental approval necessary to the installation and/or operation of the Telecommunications Site, and Licensee provides Licensor evidence of such forfeiture, denial or termination, satisfactory to Licensor; (iv) if any modifications of or additions to the wireless communications equipment of other licensees operating on the Property interfere with the operation of Licensee's Telecommunication Site, and such interference is not resolvable in accordance with Section 3(b); (v) if destruction or damage to the Licensed Premises occurs, through no fault of Licensee, or the taking thereof by eminent domain, sufficient, in Licensee's sole discretion, to adversely affect Licensee's use of its Telecommunication Site.

**26. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year first written above.

Approval by the Attorney General (Form, Substance and Execution)

By: *[Signature]* On: 11/14/11

Approval by the Governor and Executive Council

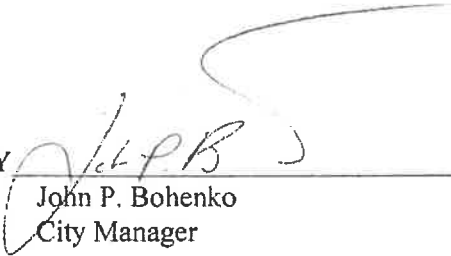
By: *[Signature]* On: NOV 30 2011

**DEPUTY SECRETARY OF STATE**

**LICENSOR**

**City of Portsmouth  
PORTSMOUTH, NEW HAMPSHIRE**

John P. Bohenko  
Print Name

BY   
John P. Bohenko  
City Manager

Pursuant to vote of the City Council on  
September 6, 2011.

**LICENSEE**

**STATE OF NEW HAMPSHIRE,  
Department of Transportation**

Lyle W. Knowlton, P.E.  
Director of Operations  
NHDOT  
Print Name

BY 

PROPOSED 2' DISH ANTENNA ON PIPE MOUNT STUD-WELDED TO TANK FACE (ON REAR OF TANK) NOT SHOWN FOR CLARITY

PROPOSED 4' DISH ANTENNA ON PIPE MOUNT STUD-WELDED TO TANK FACE. LOWEST PORTION TO BE 6'-8" ABOVE CATWALK (TYPx2)

PROPOSED 28"x7"x4" ANTENNAS PIPE MOUNTED TO RAILING (TYPx3) ANTENNA ON REAR OF TANK NOT SHOWN FOR CLARITY

EXISTING WATER TANK

NOTE: PROPOSED ANTENNAS ON REAR OF TANK NOT SHOWN FOR CLARITY

**SUPERSEDED**  
**APRIL 2016**

EXISTING UTILITY POLE, POWER AND TELCO TO INTERNATIONAL DRIVE

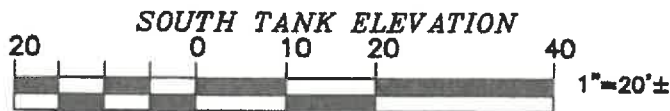
PROPOSED 30" SQUARE DOT EQUIPMENT CABINET ON 4'x4' CONCRETE PAD

EXISTING CITY OF PORTSMOUTH EQUIPMENT CABINET ON CONCRETE PAD

EXISTING 12'x24' CHAIN LINK COMPOUND ENCLOSING CLIMBING LADDER



GREEN MOUNTAIN COMMUNICATIONS, INC.



**Site Coordinates**

N 43.077781°  
W 70.798888°  
Datum: WGS84

**Applicant Information**

State of New Hampshire  
Acting through it's Department of Transportation,  
with an office at 54 TMC, P.O. 483, Concord, NH  
03302 ("Licensee")

**L2 Tank Elevation**

Date: 03-10-2011  
Rev # 1:  
Rev # 2:  
Rev # 3:

**Site Address**

Access off of  
Pinecrest Terrace  
Portsmouth, NH 03801



PROPOSED 2' DISH ANTENNA ON PIPE MOUNT STUD-WELDED TO TANK FACE

PROPOSED 28"x7"x4" ANTENNAS PIPE MOUNTED TO RAILING (TYPx3)

EXISTING TANK LEG (TYPx6)

EXISTING TANK CENTER STEM

PROPOSED 4' DISH ANTENNA ON PIPE MOUNT STUD-WELDED TO TANK FACE (TYPx2)

EXISTING CATWALK  
EXISTING TANK BODY

PROPOSED 30" SQUARE DOT EQUIPMENT CABINET ON 4'x4' CONCRETE PAD

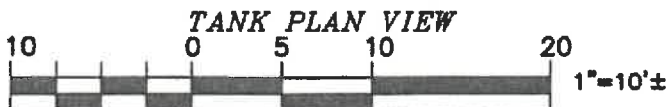
EXISTING 12'x24' CHAIN LINK COMPOUND ENCLOSING CLIMBING LADDER

EXISTING UTILITY POLE, POWER AND TELCO TO INTERNATIONAL DRIVE

EXISTING CITY OF PORTSMOUTH EQUIPMENT CABINET ON CONCRETE PAD

EXISTING CLIMBING LADDER

**SUPERSEDED**  
**APRIL 2016 DJC**



| Site Coordinates |
|------------------|
| N 43.077781°     |
| W 70.798888°     |
| Datum: WGS84     |

| Applicant Information  | L1 Tank Layout Plan                                  | Site Address   |
|--|--|--|
| State of New Hampshire<br>Acting through it's Department of Transportation,<br>with an office at 54 TMC, P.O. 483, Concord, NH<br>03302 ("Licensee") | Date: 03-10-2011<br>Rev # 1:<br>Rev # 2:<br>Rev # 3: | Access off of<br>Pinecrest Terrace<br>Portsmouth, NH 03801 |

## **175 FLEET STREET LICENSE AND LANDSCAPE AGREEMENT**

The City of Portsmouth, a municipal corporation with a principle place of business of 1 Junkins Avenue, Portsmouth, New Hampshire (hereinafter “City”), for good and valuable consideration, hereby grants this revocable license to RALPH 1912, LLC, 10 Pleasant Street, # 300, Portsmouth, NH 03801 (hereinafter “Licensee”) for development of a project known as “Gilley’s Diner” located at 175 Fleet Street at City Tax Map 117, Lot 8 (“Property”), to allow the placement and maintenance of bike racks, a Waste Station and landscaping on City property Tax Map 117, Lot 1 (“Lot 1”) and landscaping on City Property Tax Map 117, Lot 16 (“Lot 16”) as shown on the attached Exhibits A and B (License Area Plan (A) and Landscape Plan (B)), in accordance with the following terms and conditions:

1. **Use**

This License authorizes Licensee to access, install, use, replace and maintenance a bike rack, landscaping and an enclosed Waste Station for garbage and recycling totes on City Property Lot 1 and landscaping on City Property Lot 16 more fully described below and depicted in Exhibits A and B attached.

2. **License Areas**

- A. **License Area A:** Enclosed Area for Waste Station for garbage and recycling totes located on City Property Lot 1. The Waste Station shall be used to solely serve Licensee and the property located at City Tax Map 117, Lot 12. Nothing herein grants Licensee the right to sublease the Waste Station Area or the garbage and recycling totes contained therein. Additional users may be included if approved in writing by the City;
- B. **License Area B:** Bike Rack located on City Property Lot 1; and
- C. **License Areas C1 and C2:** License Area C1 is the landscape area located on City Property Lot 1 and License Area C2 is the landscape area located on City Property Lot 16.

Note that the License Areas labeled A, B, C1 and C2 above are for the purposes of this License only and these labels are not reflected in the plans attached as Exhibits A and B.

3. **Upkeep and Maintenance for Waste Station**

Licensee agrees to maintain the Waste Station enclosure and its environs and the garbage and recycling totes in a clean and sanitary condition, and as much as is practicable, free from odors at all times. Licensee agrees to comply with any reasonable requests of the City with respect to the upkeep and maintenance of the Waste Station enclosure and garbage and recycling totes. The garbage and recycling totes shall be removed from the enclosed area as needed in order to ensure that the totes and the Waste Station enclosure is clean, sanitary and free from odors.

Maintenance shall include, but not be limited to:

1. Daily supervision and sweeping of the Waste Station enclosure is required and Licensee shall immediately clean-up spills and contain overflow of totes in order to ensure secure closure of all totes;
2. Cleaning equipment and materials shall be available and stored within the Waste Station enclosure; and
3. All garbage and recycling totes contained within the enclosed area shall be durable, cleanable, insect and rodent resistant, leak-proof and non-absorbent and must have tight-fitting lids that are kept closed at all times and kept in a clean condition. Accumulation of debris and insect or rodent harborage will not be allowed, and effective cleaning must be maintained in, around and under all totes and the environs of the Waste Station and its enclosure.

4. **Upkeep and Maintenance of the Waste Station Enclosure**

Licensee agrees to maintain the Waste Station enclosure structure in good condition during the term of this License. Should the enclosure require repairs, Licensee shall be responsible for the cost of such repairs. The repairs shall be coordinated with and approved by the City. Licensee shall be responsible for removing any graffiti, posters and like materials from the exterior of the enclosure.

5. **Installation, Upkeep and Maintenance of License Areas C1 and C2**

Licensee is granted a non-exclusive revocable license to allow Licensee access to City Property License Areas C1 (Lot 1) and License Area C2 (Lot 16) for the purpose of installing, maintaining and replacing plantings and other landscaping upon certain portions Lot 1 and Lot 16 that abut Licensee's property located at

175 Fleet Street at City Tax Map 117, Lot 8 and as shown on the attached License Plan (Exhibit A) and Landscape Plan (Exhibit B).

Licensee is responsible for installing, maintaining and replacing plantings and other landscaping In License Areas C1 and C2 at its sole cost and shall use reasonable efforts to keep these License Areas in a clean and attractive condition, which includes the replacement of original plantings and landscaping that have failed to thrive during the term of this License.

Notwithstanding the foregoing, should the City determine that Licensee has neglected or refused to keep License Areas C1 and C2 and its plantings and landscaping in a clean and attractive condition, the City shall have the right to clean the area and install, maintain and replace plantings and landscaping that have failed to thrive at Licensee's sole cost and expense.

6. **Annual Fee.**

Licensee will pay an annual license fee to the City in the amount approved by resolution of the City Council during the annual budget adoption process or otherwise adopted by the City Council pursuant to Chapter 1, Article XVI, Section 1.1601 and 1.1602. At the time of the execution of this License, the fee is One Thousand Five Hundred Dollars (\$1,500). The fee will be paid annually by January 1<sup>st</sup>.

7. **Remediation and Reimbursement**

In the event that Licensee fails to comply with its obligations under this License, Licensee agrees that it shall reimburse the City for the cost of remediating any situation caused by failure of the Licensee to comply with the terms of this License, including but not limited to the cost of cleaning the Waste Station enclosure area in which the totes are located, removal of the totes and proper disposal of materials in or around the Waste Station enclosure area and for any damage to municipal property caused by the Licensee's use of the License Areas.

8. **Utilities**

Licensee is responsible for the supply, maintenance and cost of all utilities necessary to operate and maintain the cleanliness of the License Areas in accordance with the responsibilities as outlined above.

9. **No Hazardous Materials**

Licensee shall not allow the License Area A to be used for the storage or disposal of hazardous or toxic materials.

10. **Right to Access and Inspect**

The City shall at all times have the right and authority to access and inspect the License Areas.

11. **Indemnification**

Licensee hereby agrees to indemnify and hold harmless the City and its respective officials, employees and agents from any and all liability of any kind associated in any way with the exercise of the rights granted under this License. This indemnification clause shall survive the termination of this License.

12. **Insurance**

Licensee agrees to maintain not less than \$2,000,000.00 in general liability insurance applicable to the maintenance of the License Areas on municipal property and shall name the City as an additional insured. A certificate indicating the existence of this insurance shall be kept on file with the Legal Department at all times.

13. **Assignment**

In the event that Licensee transfers or assigns its business operations to another business, including but not limited to another restaurant, this License may be transferred or assigned, provided that the City first grants written consent which shall not be unreasonably withheld. Licensee shall not permit others to use the License Area A for disposal of any waste other than those listed in paragraph 2 A without prior written consent of the City.

14. **Term and Cure**

This License is for a period of ten (10) years beginning May 19, 2026 and ending May 18, 2036 unless sooner terminated due to default. An event of default shall be Licensee's failure to perform or fulfill any of the obligations or conditions of this License. Licensee shall be notified of any default in writing and will be provided a reasonable opportunity to cure. In the event that the City issues more than three notices of default within a 60-day period, the City shall have the right to modify or revoke this License. Notwithstanding the City's rights and remedies of revocation and reimbursement set forth above, the City, after inspection of the License Areas and issuance of a notice of default, will have the right to assess a \$100 per occurrence administration fee for its costs associated with the issuance of any notice of default.

15. **Renewal**

Licensee shall have the option to renew this License for an addition five-year term under the following conditions:

- (a) The City has issued not more than 10 notices of default during the 10-year term; and
- (b) Licensee has made a written request to the City Manager no later than 6 months before the expiration of this License.

**CITY OF PORTSMOUTH**

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

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

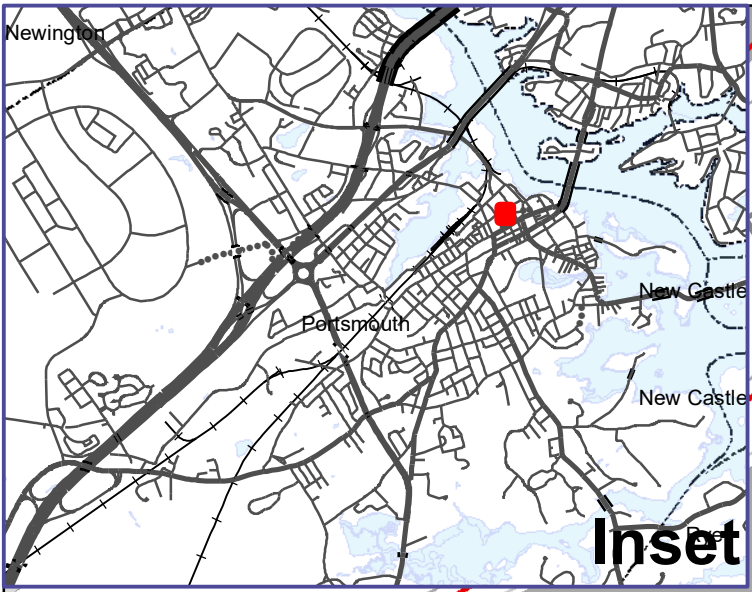
Pursuant to vote of the Portsmouth City Council on \_\_\_\_\_.

**Ralph 1912, LLC**

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

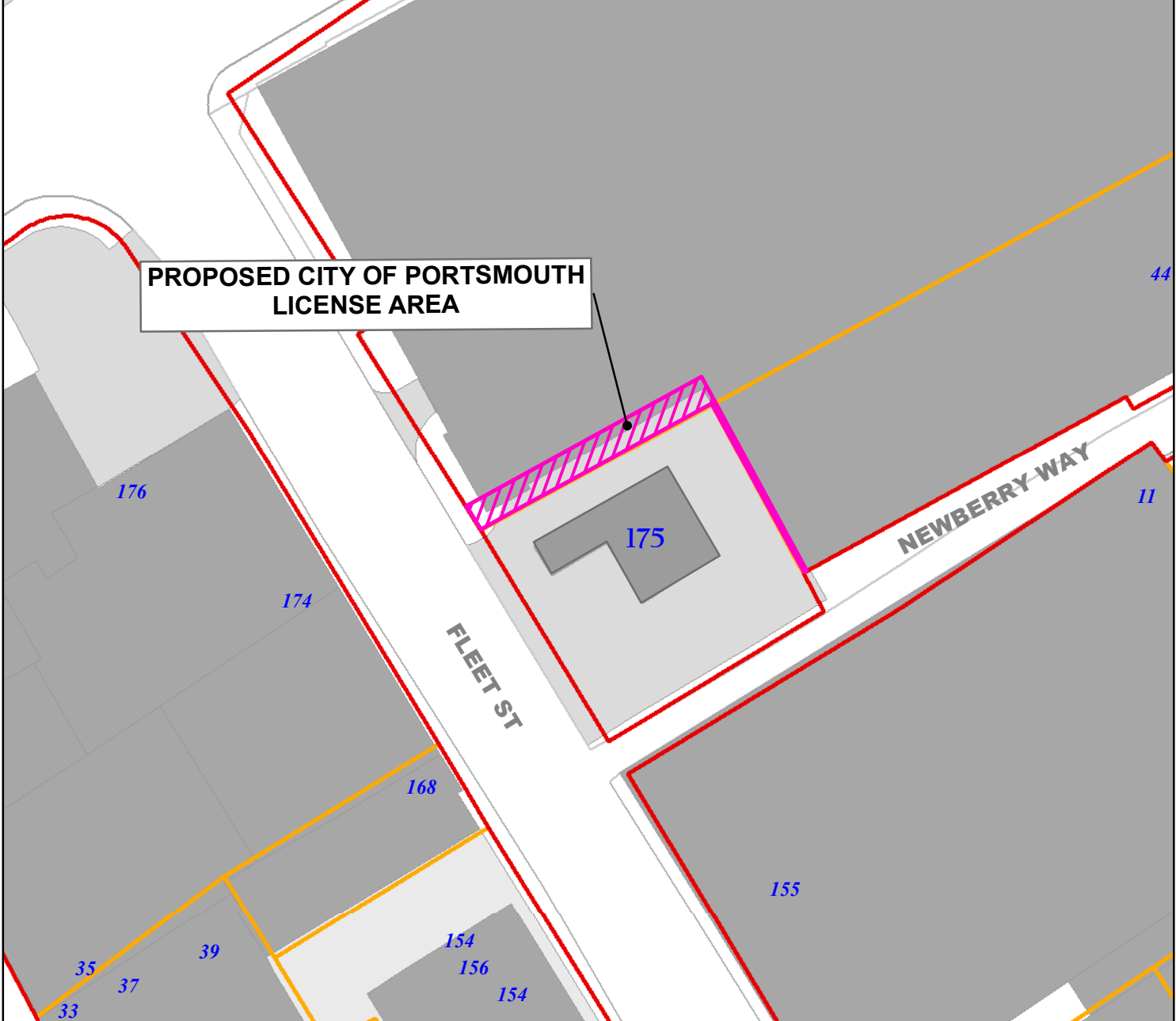
By: \_\_\_\_\_  
Mark McNabb, Member

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**Legend**

 PROPOSED LICENSE AREA



**175 FLEET STREET  
PROPOSED CITY OF PORTSMOUTH LICENSE AREA**

| Plant List - Trees and Shrubs |      |                                  |                |
|-------------------------------|------|----------------------------------|----------------|
| ID                            | City | Botanical Name                   | Scheduled Size |
| 1                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 2                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 3                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 4                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 5                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 6                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 7                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 8                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 9                             | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 10                            | LA   | Platanus racemosa 'New York Red' | 12 FT          |

| Plant List - Perennials |      |                                  |                |
|-------------------------|------|----------------------------------|----------------|
| ID                      | City | Botanical Name                   | Scheduled Size |
| 1                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 2                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 3                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 4                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 5                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 6                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 7                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 8                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 9                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 10                      | LA   | Platanus racemosa 'New York Red' | 12 FT          |

| Plant List - Perennials |      |                                  |                |
|-------------------------|------|----------------------------------|----------------|
| ID                      | City | Botanical Name                   | Scheduled Size |
| 1                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 2                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
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| Plant List - Perennials |      |                                  |                |
|-------------------------|------|----------------------------------|----------------|
| ID                      | City | Botanical Name                   | Scheduled Size |
| 1                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 2                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
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| 9                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 10                      | LA   | Platanus racemosa 'New York Red' | 12 FT          |

| Plant List - Perennials |      |                                  |                |
|-------------------------|------|----------------------------------|----------------|
| ID                      | City | Botanical Name                   | Scheduled Size |
| 1                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
| 2                       | LA   | Platanus racemosa 'New York Red' | 12 FT          |
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| Plant List - Perennials |      |                                  |                |
|-------------------------|------|----------------------------------|----------------|
| ID                      | City | Botanical Name                   | Scheduled Size |
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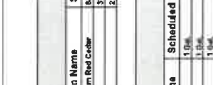
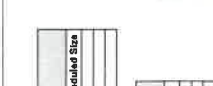
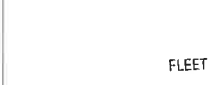
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**LANDSCAPE NOTES:**

1. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
2. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON THE DRAWINGS.
3. ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE NATIONAL FLORICULTURAL ASSOCIATION.
4. ALL PLANT SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. IF PLANT SPECIES CULTIVARS ARE FOUND TO VARY FROM THE SPECIFICATIONS, THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
5. ALL PLANT MATERIALS SHALL BE EXACTLY AS SPECIFIED BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT DELIVERED TO THE SITE FOR AESTHETIC REASONS BEFORE PLANTING. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT DELIVERED TO THE SITE FOR AESTHETIC REASONS BEFORE PLANTING. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT DELIVERED TO THE SITE FOR AESTHETIC REASONS BEFORE PLANTING. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT DELIVERED TO THE SITE FOR AESTHETIC REASONS BEFORE PLANTING.
6. PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, UPON DELIVERY OR AT THE JOB SITE WHILE WORK IS IN PROGRESS. PLANTS FURNISHED IN CONTAINERS SHALL HAVE THE ROOTS WELL ESTABLISHED IN THE SOIL MASS AND SHALL HAVE AT LEAST ONE (1) ROOT GROWING OUT OF THE CONTAINER. PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL BE WATERED WEEKLY OR MORE OFTEN IF NECESSARY, DURING THE FIRST GROWING SEASON.
7. PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL BE WATERED WEEKLY OR MORE OFTEN IF NECESSARY, DURING THE FIRST GROWING SEASON.
8. NO PLANT SHALL BE PUT IN THE GROUND BEFORE THE GRADING HAS BEEN FINISHED AND APPROVED BY THE LANDSCAPE ARCHITECT.
9. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL BE WATERED WEEKLY OR MORE OFTEN IF NECESSARY, DURING THE FIRST GROWING SEASON.
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11. THE CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIALS IN THE ABOVE MANNER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PLANTS TO ENSURE PROPER CARE. IF THE CONTRACTOR IS DISSATISFIED WITH THE CARE GIVEN, HE SHALL IMMEDIATELY AND IN SUFFICIENT TIME TO PERMIT THE CONDITION TO BE RECTIFIED, NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OR TELEPHONE. IF THE CONTRACTOR FAILS TO DO SO, THE LANDSCAPE ARCHITECT SHALL PRUNE PLANTINGS OF DEAD LIMBS OR TWIGS DURING THE FIRST YEAR OF GROWTH.
12. FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT WILL BE MADE UPON THE CONTRACTOR'S REQUEST AFTER ALL CORRECTIVE WORK HAS BEEN COMPLETED.
13. THE CONTRACTOR SHALL REPLACE DEAD PLANTINGS IMMEDIATELY UPON OWNER DIRECTION WITHIN THE WARRANTY PERIOD AND AGAIN AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL HAVE REPLACED ANY PLANT MATERIAL THAT IS MISSING, NOT TRUE TO SIZE AS SPECIFIED, THAT HAS DIED, THAT HAS LOST THEIR NATURAL SHAPE DUE TO DEAD BRANCHES, EXCESSIVE PRUNING OR INADEQUATE OR IMPROPER CARE. ALL PLANT MATERIALS SHALL BE REPLACED WITH THE SAME SPECIES AND CULTIVAR AS THE ORIGINAL PLANTING.
14. ALL LANDSCAPE AREAS TO BE GRASS COMMON TO REGION EXCEPT FOR INTERIOR LANDSCAPED ISLANDS OR WHERE OTHER PLANT MATERIAL IS CALLED FOR.
15. ALL LANDSCAPE AREAS TO BE GRASS COMMON TO REGION EXCEPT FOR INTERIOR LANDSCAPED ISLANDS OR WHERE OTHER PLANT MATERIAL IS CALLED FOR.
16. FOR ANY LANDSCAPE AREA DESIGNATED TO REMAIN, WHETHER ON OR OFF-SITE, REMOVE WEEDS, ROCKS, CONSTRUCTION ITEMS, ETC., THEN APPLY GRASS SEED OR PINE BARK MULCH AS DEPICTED ON PLANS.
17. LANDSCAPE CONTRACTOR SHALL FEED AND PRUNE EX. TREES ON OR JUST OFF SITE, THAT HAVE EXPERIENCED ROOT BASE INTRUSION OR DAMAGE TO EXISTING TREES, SHRUBS OR MULCH AREAS IMMEDIATELY AND FOR THE DURATION OF THE WARRANTY PERIOD AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.
18. EXISTING TREES TO REMAIN SHALL BE PROTECTED WITH TEMPORARY SNOW FENCING AT THE EDGE OF THE EX. TREE CANOPY. THE FENCING SHALL BE MAINTAINED THROUGHOUT THE PROJECT. ANY DAMAGE TO EXISTING TREES, SHRUBS OR MULCH AREAS SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
19. ALL MULCH AREAS SHALL RECEIVE A 2" LAYER OF SHREDDED PINE BARK MULCH.
20. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH PROJECT SPECIFICATIONS.





**THE GOOD OF THE HIVE®**

Contractual Agreement between  
Matthew Willey Murals, Inc (aka The Good of the Hive)  
and The City of Portsmouth, New Hampshire.

May 8, 2026

This document is to serve as a contractual agreement between  
The City of Portsmouth, New Hampshire  
and Matthew Willey Murals, Inc the “Parties” and shall become effective upon signing.

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*Matthew Willey Murals, Inc (aka The Good of the Hive)*  
PO Box 284, Narrowsburg, NY 12764

Matt Willey- Artist/President  
TheGoodoftheHive.com  
[matt@thegoodofthehive.com](mailto:matt@thegoodofthehive.com)  
(646) 369-0261

This document serves as a contractual agreement for a hand-painted mural by artist Matt Willey as a part of The Good of the Hive.

**Scope of Work:**

Matt Willey will design and create an original, one-of-a-kind, hand-painted mural featuring honeybees and other pollinators on the wall of the agreed upon structure as a part of The Good of the Hive – an art project based on Matt Willey’s commitment to hand-paint 50,000 honeybees in murals and installations around the world. Design TBD. (the “Project”)

“Parties” understand that as a municipality, the City of Portsmouth must observe certain processes occurring on an established schedule, in order for funds for the project to be dispursed.

**Design Concept:**

A completed design concept will be submitted no less than 60 days prior to beginning the mural. Design process begins upon signing of the contract and receipt of a deposit.

**Terms:**

1. The Good of the Hive artist Matt Willey agrees to create a one-of-a-kind bee-themed mural on the agreed upon wall at Portsmouth Middle School in Portsmouth NH. This mural will be considered a part of The Good of the Hive’s global art project to raise awareness about the importance of pollinators and connect the world through a symbolic healthy hive.

2. The mural will be hand-painted by artist Matt Willey with high pigment, Modern Masters Theme Paint (or an equivalent) and coated with a flat varnish to protect from sun damage and weather. This coating does not protect against graffiti, chipping or scratching.
3. Matthew Willey Murals, Inc remains the exclusive owner of all design rights to the imagery created. Producing materials for sale using the designs or imagery created by Matt Willey without permission in writing from Matthew Willey Murals, Inc is expressly forbidden.
4. The City of Portsmouth is allowed to use the mural to raise awareness about the challenges of honeybees and other pollinators through traditional marketing, as well as additional community and educational events. Marketing efforts by The City of Portsmouth shall include the language “as a participant” or “as a partner in Matt Willey’s global art project The Good of the Hive” or “as a participant in this global art project with The Good of the Hive®” when referencing the mural or the story of the collaboration. The language is somewhat flexible as long as The Good of the Hive or Matt Willey’s name are referenced. Like a growing hive, is about the collective. We draw attention to Portsmouth Middle School and The City of Portsmouth through our story of collaboration.
5. No commercial use of imagery created by Matt Willey is allowed without a separate signed agreement.
  - a. Commercial use is defined as products and services for financial profit. The mural may be used freely for promotion of The City of Portsmouth and awareness about the issues facing pollinators and people with proper artwork citations.
6. All non-commercial uses of the visual images of the mural as well as the name, “The Good of the Hive®” shall be cited with (Design © The Good of the Hive 2026) within reasonable proximity of the images used.
  - a. Example of non-commercial use: The City of Portsmouth website and social media.
7. No logos or references to The City of Portsmouth are included in the mural or design. Any signage to be placed on the building shall not be placed over any of the artwork Matt Willey creates.
  - a. The artist is happy to work around signage in the design process or with the The City of Portsmouth on the placement of signage, but it must be discussed prior to beginning the creation of the artwork on site.
8. Matthew Willey Murals, Inc shall comply with the North Carolina Workers’ Compensation Act (or a comparable policy) and shall provide for the payment of workers’ compensation to its employees in the manner and to the extent required by such Act.
9. Matthew Willey Murals, Inc shall maintain and provide a copy of the following insurance coverage: General Liability with endorsements for the The City of Portsmouth
  - i. General Aggregate... \$2,000,000.00
  - ii. Products/Completed Operations Aggregate... \$2,000,000.00
10. The City of Portsmouth will provide, at no cost to Matthew Willey Murals, Inc:
  - a. Availability at mural site to use restroom facilities and an area to clean paint brushes during all working hours.
  - b. Wall to be painted will be new, freshly primed or professionally power washed before Matthew Willey arrives to paint.
    - i. Please discuss wall prep with the artist before priming or choosing a color for the wall.

11. One "Meet and Greet" event with the artist during the time on the project including a brief talk about the journey of The Good of the Hive. This should be a collaborative event with the community, but it is up to the participant's discretion.
12. A lift (if needed) shall be provided by The City of Portsmouth for the duration of the painting process (one month).

Cost:

Matthew Willey Murals, Inc shall be paid the total sum of \$36,000 USD for this mural.

Items included in the cost of the mural:

1. Artistry and labor, materials and supplies that include paint, brushes and coating.
2. Accommodations, travel expenses and food.
3. Social Media engagement through The Good of the Hive's Website, Instagram, Facebook page and other channels.
4. Short video clips capturing the process and the stories that arise during the creation.
5. Matt Willey will work directly with The City of Portsmouth Marketing/Social Media team in this process to share posts that highlight what we are doing together.
6. This project will take approximately 3-4 weeks on site to complete (depending on the hours available on site to work, design and weather conditions).

Time Table for Deliverables and Payment Schedule

1. Payment 1 - a deposit of \$12,000 USD shall be due within thirty (30) days of signing of this agreement to schedule the mural, or as soon as practicable thereafter once funds have been dispersed.
2. Payment 2 - \$12,000 USD shall be due on the first business day after Matthew Willey arrives on site to begin the project.
3. Payment 3 - \$12,000 USD shall be due upon completion of the mural.

In the event of extreme weather conditions causing delays in completion of the mural a new timetable and payment schedule will be determined. If leaving to complete another projects timetable is required because of inclement weather a percentage of payment based on percentage of work completed will be paid and final payment re-calculated and received upon completion of the mural at a later date agreed upon.

This agreement shall constitute the entire understanding between Matthew Willey Murals, Inc and The City of Portsmouth and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

Signatures

The undersigned have executed this agreement as of the day and year first written above.

The parties agree that facsimile signatures shall be as effective as if originals.

Agreed and Accepted:

Matthew Willey Murals, Inc

Matt Willey: \_\_\_\_\_

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

The City of Portsmouth  
Karen S. Conard  
City Manager

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

Date \_\_\_\_\_

Thank you!

**LEASE**

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

**WITNESSETH:**

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

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

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

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

WHEREAS, the City will directly benefit from the Lease;

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

WHEREAS, the City, the Foundation and PMAC desire for the Property to be improved as an arts facility and gallery to be occupied by PMAC to supplement its existing operations. NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereto hereby agree as follows:

**ARTICLE 1  
THE LEASED PREMISES AND TENANT'S ADDITIONAL PRIVILEGES.**

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

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

a. South Meeting House. Tenant shall have the exclusive right to use and occupy the "South Meeting House" and any other outbuildings located on the Leased Premises, as shown on the Plan.

1.2 Parking. Tenant shall have the exclusive right to park in the parking areas associated with the Leased Premises comprised of 20 parking spaces, as shown on the Plan attached hereto as Exhibit A and incorporated herein (the "Designated Parking Area") The Tenant shall be responsible for policing the use of the Designated Parking Area against unauthorized users. Tenant shall be responsible to ensure that unauthorized vehicles do not use the Designated Parking.

a. Towing. Tenant shall only have the right to tow vehicles from the Designated Parking Area if Tenant posts the Designated Parking Area with a conspicuous notice regarding parking hours. Tenant may only tow vehicles which park in violation of the conspicuous notice and in contravention of the rules contained in this Lease.

## **ARTICLE 2 SUBLEASING**

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

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

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

## **ARTICLE 3 TERM OF LEASE.**

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

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

**ARTICLE 4  
OTHER PAYMENT OBLIGATIONS OF TENANT.**

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

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

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

4.3 Utilities. Tenant shall pay the applicable utility companies or governmental agencies for all such utilities consumed on the Leased Premises during the Term. Without limiting the foregoing, Tenant agrees to pay when due all charges and costs for water, gas, sewer, heat, air conditioning, electricity, telephone, and other utilities and services from time to time furnished to, or consumed in or on, the Leased Premises. Landlord shall incur no liability whatsoever and the obligations of Tenant under this Lease shall not be diminished or affected by reason of the unavailability, change, or cessation of any utility service on, to, or for the Leased Premises, or any part of the Leased Premises. All utility services shall be contracted for in Tenant's name during renovation of the Property and thereafter in Subtenant's name and Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims arising on account of Tenant's use of said services. Tenant shall provide, within thirty (30) days of a written request of the City, proof of payment of all utilities and other charges related to the Premises.

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

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

## **ARTICLE 5 USE OF LEASED PREMISES.**

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

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

occupancy thereof or to the making of repairs, changes, alterations or improvements, ordinary or extraordinary, seen or unforeseen, to the Leased Premises.

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

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

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

5.6 Alcohol on Premises. There shall be no storage, consumption or service of alcoholic beverages on the Premises in connection with fundraising/social activities without the advance written approval of the City, and such approval shall not be unreasonably withheld, conditioned or delayed. The City may provide consent to a series of scheduled fundraising events if requested in advance by the Tenant or the Subtenant.

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

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

5.9 Compliance with Orders, Ordinances, Etc.

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

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

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

5.10 Discharge of Liens and Encumbrances. Tenant, throughout the lease term, shall not permit or create or suffer to be permitted or created any Lien upon the Premises or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied. However, Tenant may in good faith contest any such Lien. In such event, Tenant may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the City shall notify Tenant that by nonpayment of any such item or items, the Premises or any part thereof may be subject to loss or forfeiture, in which event Tenant shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the City, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the City to protect its interests.

**ARTICLE 6  
MAINTENANCE AND MODIFICATION OF LEASED PREMISES.**

6.1 Repair and Maintenance.

a. Tenant's Responsibilities.

i. Buildings and Improvements. Except as expressly herein provided, during the Term Tenant shall, at its own expense, keep every part of the Leased Premises, including, without limitation, the foundations and appurtenances thereto; the roofs, windows, glass, building exteriors, framing, and floor slabs; all fixtures and equipment; all pipes, ducts, wiring, and lighting; and all plumbing and utility lines serving the Leased Premises, whether located within or outside the Buildings, in good and safe order, condition, and repair. Tenant shall make all repairs and replacements of any nature whatsoever; keep, operate, use, and maintain every part of the Leased Premises in conformity with all requirements of the law and applicable fire underwriting and rating regulations; and do all other work necessary to comply with the foregoing covenant. Without limitation, Tenant shall maintain and use the Premises in accordance with all current and future laws, including those related to fire, safety and environmental requirements, all requirements applicable to the generation, storage, handling and disposal of hazardous wastes and materials, and all directions, rules, and regulations of the

proper officers of governmental agencies having jurisdiction over the Leased Premises. Tenant shall not permit or commit any waste nor allow any nuisance to exist or be maintained on the Leased Premises. If the Tenant receives notice of any violation of any law, ordinance, order, or regulation applicable to the Leased Premises or the use and maintenance thereof, it shall give prompt notice thereof to Landlord. Without limiting the generality of the foregoing, Tenant shall also undertake all work regarding "Improvements" as set forth in Section 6.2, below. At all times Tenant agrees to maintain the existing integrity of the structure and exterior appearance of the South Meeting House in a condition that reflects the historic importance of the building.

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

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

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

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

b. Requirement Concerning Improvements.

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

ii. No Improvements shall at any time be made which shall impair the structural soundness of the Building, and all such Improvements shall be construct-e8d- in a good and workmanlike manner by licensed (if applicable) professionals employing materials of good quality so as to conform with all applicable zoning, building, environmental, fire, health and other codes, regulations, ordinances and laws.

iii. Tenant shall permit Landlord and its representatives to enter upon the Leased Premises and inspect the Improvements at all reasonable times and examine all detailed plans, drawings and specifications and any books and records relating to the Improvements.

iv. Tenant shall employ for all work undertaken by Tenant one or more licensed (if applicable) contractors.

v. Tenant shall pay when due the entire cost of all work on the Leased Premises undertaken by Tenant. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that any such liens will not be valid unless prior written notice has been provided to Landlord in accordance with RSA 447, and (2) take whatever additional steps are necessary in order to kept the Property free of all liens for labor and materials resulting from construction done by or for Tenant.

vi. Tenant shall indemnify, defend and hold Landlord harmless from all injury, loss, claims or damage to any person or property occasioned by or arising out of all work undertaken by Tenant with respect to alterations, additions or improvements to the Leased Premises.

vii. Tenant shall deliver the Plans and Specifications (initial and as- built) in PDF format using naming conventions and other criteria as the Landlord approves or requires for all projects in and to the Leased Premises.

6.3 Signs and Art. Tenant may at its expense erect and maintain signs and art on the exterior of the Leased Premises or in common areas of the Property of such size and type and in such locations as Landlord may approve. If Tenant wishes to erect any sign, Tenant shall submit to Landlord an appropriate description of the type, size and proposed location in question. The City Manager shall have the discretion to approve or disapprove of any signs or art proposed by the Tenant. The City Manager may, at the City Manager's sole discretion, refer any proposed sign or art installation for a recommendation to the Historic District Commission and/or the Public Art Review Committee, or similar committee authorized by City Ordinance. Upon the termination of this Lease, Tenant shall remove all signs related to Tenant, if requested by Landlord, and repair any damage to the Leased Premises caused by the erection, maintenance or removal of such signs. Signs or art installed on or in the interior of any building on the Premises shall not be subject to regulation under this section 6.3.

## **ARTICLE 7 INSURANCE**

7.1 Landlord's Obligations.

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

## 7.2 Tenant's Obligations.

- a. Liability Insurance. Tenant shall maintain Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering Tenant's operations at, on or in the Leased Premises, with combined single limits of not less than Two Million and No/100ths Dollars (\$2,000,000.00) per occurrence for bodily injury, including death resulting therefrom, or property damage incurred on or in any way related to the Leased Premises or any part thereof, including loss of use thereof, naming Landlord as an additional insured. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Landlord, and shall contain a severability of interest clause. If Tenant's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. With Landlord's consent, which consent shall not be unreasonably withheld, Tenant may substitute a program of self-insurance that substantially meets these requirements. Tenant shall ensure that any Sub-Lease contains a provision requiring this coverage set forth in this Section 7.2.a. The City shall be named as both additional insured and loss payee under all applicable policies. Tenant's indemnity obligations shall survive termination or expiration of this Lease. Tenant's insurance obligations shall apply only during the Term, but shall continue to protect the Landlord against claims arising from events occurring during the Term, notwithstanding the expiration or earlier termination of this Lease
- b. All improvements, alterations, and repairs installed in or upon the Building by Tenant and permanently incorporated therein shall, upon completion, be deemed part of the real property and owned by Landlord, subject, however, to Tenant's leasehold rights hereunder. In the event of a casualty affecting the Building or any such completed improvements, insurance proceeds attributable thereto shall be applied toward restoration of the Building and such improvements, subject to the terms of this Lease. Landlord shall not be entitled to retain such proceeds without restoring the Building and improvements unless this Lease is terminated in accordance with its casualty provisions or Tenant otherwise consents in writing.
- c. If Landlord elects not to restore the Building or any material portion of the Leased Premises following a casualty, and this Lease does not otherwise terminate automatically pursuant to its terms, Tenant shall have the right to terminate this Lease upon written notice, and the parties shall equitably address the unamortized value of any capital improvements funded by Tenant, whether by reimbursement from available insurance proceeds, rent credit, or other mutually agreed adjustment.
- d. Evidence of Insurance. Each Party shall provide the other with certificate(s) evidence of insurance, executed by a duly authorized representative of each insurer, concurrently with the execution of this Lease and at least once during each calendar year thereafter, demonstrating

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

f. Tenant shall carry builder's risk insurance, written on an "all risk" basis, covering all construction, renovation, or improvement work undertaken at the Premises, unless expressly waived in writing by the City for a specific project.

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

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

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

7.7 Subtenant Insurance Requirements. Tenant shall require any Subtenant to maintain commercial general liability insurance meeting the requirements of Section 7.2(a) of this Lease, including, without limitation, naming the City of Portsmouth as an additional insured. Tenant shall provide the City with certificates of insurance evidencing such coverage upon request.

## **ARTICLE 8 DAMAGE, DESTRUCTION AND CONDEMNATION.**

8.1 Casualty or Taking; Termination.

a. In the event that the Leased Premises shall be damaged by fire or other casualty which renders the Property unusable for a period of 6 Months, this Lease may terminate at the election of either Party. Tenant shall be entitled to recover the amount of its investment in the property renovations in any process involving a taking or in the event of destruction or fire from the

Tenant's named insurance carrier. In the event of damage or destruction, all insurance proceeds for real property shall be payable to the City. except for those proceeds applicable to Tenant's improvements, which shall be applied to rebuild or otherwise reimbursed to the Tenant, subject to Landlord oversight.

b. In the event that a portion of the Leased Premises shall be destroyed or damaged by fire or other casualty, in a manner that does not affect the historical character of the Meeting

House as set forth in subparagraph 8.1a, above, or shall be affected by the action of any public authority in a manner that prevents Tenant or any Sub-Tenant, in its reasonable judgment, from conducting its operations at the Leased Premises, this Lease may be terminated at the election of Tenant, any such election to be made by written notice to Landlord, within ninety (90) days after such damage, destruction or taking occurs, and if any such election is made this Lease shall terminate in accordance therewith and Tenant shall immediately, or as soon thereafter as reasonable, given the need to wind down Tenant's affairs and remove from the premises in an orderly fashion, surrender the Leased Premises to Landlord.

c. Notwithstanding the provisions of subparagraph 8.1b, above, in the event the damage is to less than a substantial enough portion of the Leased Premises to prevent Tenant from conducting its operations at the Leased Premises, and such that Tenant, in its reasonable judgment, is able to conduct its operations at the Leased Premises with repair of the Leased Premises and the repair can be fully completed within twelve (12) months after the date of damage or taking, then this Lease shall continue in full force and effect and Tenant shall restore the Leased Premises to a condition comparable to that which existed prior to such damage, destruction or taking to the extent permitted by the net proceeds of insurance recovered by Landlord under insurance awarded to it and subject to zoning and building laws and ordinances then in existence. "Net proceeds of insurance recovered or damages awarded" refers to the gross amount of such insurance or damages less the reasonable expenses of Landlord in connection with the collection of same (or Tenant's expenses of collecting damages for such taking) including without limitation, fees for expenses and appraisal services. Tenant shall commence such repairs or restoration as promptly as possible, and all such work shall be done in accordance with the requirements of Section 6.2b, above.

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

## **ARTICLE 9 SPECIAL COVENANTS.**

9.1 Condition of Leased Premises. Except as specifically stated herein, Landlord makes no express or implied representations or warranties as to the condition of the Leased Premises, or as to the contents thereof or personal property located therein, and Tenant accepts the same "AS IS"

and in their condition as of date of occupancy after inspecting same. Landlord will provide Tenant with copies of inspection reports and related evidence of the condition of the Leased Premises, and will provide Tenant with full access to the Leased Premises to conduct its own inspections, prior to the execution of this Lease

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

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

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

9.5 Hazardous Materials.

a. Definitions. As used herein, "Hazardous Materials" shall mean and include those elements or substances, including but not limited to asbestos, which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any other Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect, as follows: (a) any federal law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 USC 6901 et seq. ("RCRA"); the Hazardous Materials Transportation Act, 49 USC App. 1801 et seq.; the Toxic Substances Control Act, 15 USC 2601 et seq.; the Clean Air Act, as amended, 42 USC 7401 et seq.; the Clean Water Act, as amended, 33 USC 1251 et seq.; the Occupational Safety and Health Act, as amended, 29 USC 651 et seq.; the Oil Pollution Act,

33 USC 2701 et seq.; the Safe Drinking Water Act, as amended, 42 USC 300 (t); (b) any similar state, municipal, or other local law, including, without limitation, New Hampshire RSA Ch. 21-P:16-24 (Transport of Hazardous Materials and Waste); 125-C (Air Pollution Control); 130-A (Lead Paint Poisoning Prevention and Control); 141-E (Asbestos Management and Control); 146-A (Oil Spillage); 146-C (Underground Storage Facilities); 146-D (Oil Discharge and Disposal Cleanup fund); 147-A (Hazardous Waste Management); 147-8 (Hazardous Waste Cleanup Fund); 277-A (Worker's Right to Know Act); 485 (N.H. Safe Drinking Water Act); and 485-A (Water Pollution and Waste Disposal); (c) any similar, implementing or successor law, and any amendment, rule, regulation, order or directive promulgated or issued with respect to any of the foregoing; or (d) any other applicable law (collectively, the "Environmental Laws").

b. Tenant's Representations and Obligations.

i. Tenant agrees and covenants that it will not release or otherwise dispose of any Hazardous Materials at, on or beneath the Leased Premises and will, in all material respects, comply with the requirements of the Environmental Laws with respect to the operation of the Leased Premises. Landlord acknowledges that the Tenant, from time to time and in the ordinary course of business, and in accordance with appropriate governmental licenses, permits and authorizations, may use or store certain Hazardous Materials on the Leased Premises.

ii. To the extent (A) required by the Environmental Laws, (B) required by court or administrative order, or ruling of court or agency with jurisdiction, Tenant shall, at its sole cost and expense, plan and implement activities to cause the clean-up of the Leased Premises and other remedial efforts intended to contain, reduce, or eliminate any Hazardous Materials causally related to Tenant's use of the Leased Premises.

iii. The Landlord acknowledges that the Tenant and/or Subtenant's operations as an art facility may involve the use and storage of customary amounts of solvents, thinners and similar chemicals which are used by artists. Subtenant hereby agrees that said materials will be used and stored in accordance with applicable regulations. Tenant shall indemnify and hold the City harmless from any liability arising from Hazardous Materials brought onto or generated at the Premises by Tenant or any Subtenant.

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

9.7 Yield Up. Tenant shall on the expiration of the Term, or the earlier termination of this Lease, (a) remove all of Tenant's goods and effects as are not permanently affixed to the Leased Premises; (b) remove such of the alterations and additions made by Tenant as Landlord may reasonably request; (c) repair any damage caused by such removal; and (d) peaceably yield up the Leased Premises, including all replacements, changes, additions and improvements constructed or placed by Tenant thereon, with all equipment, cables and wiring in or appurtenant

thereto (except such as Landlord has requested Tenant to remove, as aforesaid), broom-clean, free of subtenancies, and in good condition and repair, reasonable wear and tear excepted. Tenant shall remove all cables, conduits, wires and other equipment as requested by Landlord. Landlord may remove fixtures or property from the Leased Premises left by Tenant and store them at Tenant's risk and expense for a period of thirty (30) days, after which they shall be deemed to be abandoned by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from all loss, cost or damage resulting from the failure or delay of Tenant or anyone claiming through Tenant to surrender the Leased Premises as provided in this Section 9.7.

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

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

## **ARTICLE 10 ASSIGNMENT, TRANSFER AND SUBLEASING.**

10.1 Tenant

a. Landlord's Consent Required. Other than as specifically provided in Section 2.1, Tenant shall not (i) sublease, assign, convey, mortgage, pledge or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) without Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed except that proof of financial ability to perform under the lease must be provided to Landlord's satisfaction. Tenant agrees to submit to Landlord in writing all information requested by Landlord relating in any way to any proposed assignment or subletting transaction, to assist Landlord in making decisions pertinent to the proposed assignment or sublease, including without limitation, information about the financial condition and responsibility of the proposed occupant of the Leased Premises and the terms of the proposed sublease or assignment. Tenant may only sublease or assign to a non-profit entity.

b. Upon receiving Landlord's written consent to a proposed assignment or sublease, a duly executed copy of the assignment or sublease shall be delivered to Landlord within ten (10) days after execution thereof. Any sublease shall provide that the subtenant shall comply with all applicable terms and conditions of this Lease to be performed by Tenant hereunder. Any

assignment of this Lease shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be performed by Tenant hereunder. Landlord may accept any rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment, nor the acceptance of any rent or performance shall constitute a waiver of Landlord's right to exercise any of its rights and remedies under this Lease, or shall estop Landlord from the exercise of any such rights or remedies.

c. It is further agreed and understood that any assignee or subtenant approved by Landlord must abide by the use restrictions set forth in Section 5.1 of this Lease, except as otherwise approved in writing by Landlord.

d. Notwithstanding any thing to the contrary herein, Landlord as a condition of this Lease approves PMAC as a Subtenant. Any proposed assignment or sublease shall require prior written approval by the City Manager. Unauthorized assignment or sublease shall constitute a material default, entitling the City to terminate the Lease.

## **ARTICLE 11 EVENTS OF DEFAULT; REMEDIES.**

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

a. The occurrence of any of the following events related to construction of the Improvements shall constitute an "event of default" under this Lease if, after thirty (30) days written notice from Landlord, the condition continues; provided however that if curing the condition cannot be accomplished with due diligence within the period of sixty (60) days, and Tenant commences to cure the condition promptly after receipt of the notice, the sixty (60) days shall be extended to a period of time reasonably necessary to cure the condition, but in no event shall such period exceed one hundred eighty (180) days:

i. The failure of Tenant to obtain and/or maintain in a timely manner all certificates, permits, variances, special exceptions and/or other approvals from all federal, state and municipal authorities, including without limitation all approvals and permits relating to subdivision and site plan review, architectural design review, zoning, building codes, water supply and sewage, and environmental laws as Landlord in its sole discretion may require.

ii. Any survey, report or examination discloses that the Improvements or any portion thereof encroaches upon or projects over a street or upon or over adjoining property, or violate any setback or other restriction, however created, or any building, zoning, subdivision, land use, health, sanitation, environmental, or other ordinance, regulation or law of any governmental authority having jurisdiction with respect to the Property.

iii. Tenant does not construct the Improvements substantially in accordance with the Plans and Specifications or makes any material change to the Plans and Specifications without receiving the prior written consent of Landlord.

iv. Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, are filed against the Improvements or the Property and shall not be discharged or bonded within thirty (30) days of such filing or such greater period of time as shall be permitted by Landlord.

v. Any unexcused cessation occurs at any time in construction of the Improvements for more than thirty (30) consecutive days except for strikes, riots, or other causes beyond Tenant's control, or if any substantial change is made in the schedule for the construction of the Improvements from that set forth in the Construction Schedule. Notwithstanding the cure provision

set forth above, such a delay in construction shall constitute an Event of Default on the 30th day of cessation.

vi. Tenant fails to complete the Project by the end of the Construction Period.

b. The Leased Premises shall be abandoned by Tenant, or the estate hereby created shall be taken on execution or other process of law attached or subjected to any other involuntary encumbrance;

c. Tenant shall default in the faithful observance or performance of any other covenant, agreement, term or condition of this Lease at the time designated, or if Tenant is in default or violation of a term of this Lease for which no specific time is designated and the default or violation shall continue or shall not be remedied within thirty (30) days after Landlord shall give to Tenant notice in writing specifying the matter claimed to be in default, the Landlord, at its option, may immediately declare Tenant's rights under this Lease terminated; provided, however, that in the event such default cannot be remedied within thirty (30) days, Tenant shall not be in default as long as Tenant commences to cure such default within said 30-day period and continues to prosecute a cure to such default in good faith; or

d. (i) There shall be filed by or against Tenant a petition under any Chapter or Chapters of the Bankruptcy Code of the United States, or successor statute; (ii) any other insolvency proceeding relating to the debts of Tenant shall be brought by or against Tenant; (iii) Tenant shall make an assignment for the benefit of creditors; (iv) Tenant shall be insolvent or unable to pay its debts as they mature; or (v) a receiver shall be appointed for Tenant or any substantial part of its property; and as to any of the foregoing items (i) through (v), Tenant has not cured the same within thirty (30) days.

e. Tenant shall fail to provide to Landlord any other documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of thirty (30) days following written notice by or on behalf of Landlord to Tenant.

f. Landlord shall discover that any financial statement given to Landlord by Tenant was materially false or misleading when delivered to Landlord.

g. Any default by Tenant or Sub-tenant.

- h. The Leased Premises shall be abandoned by the Foundation or approved Assignee without being replaced by Tenant in a timely fashion (one hundred eighty (180) days).
- i. Landlord fails to provide quiet enjoyment of the Property or fails to observe any term of performance required by this Lease.

#### 11.2 Remedies on Default.

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

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

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

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

For purposes of this section, "occupied and actively used" shall mean continuous bona fide use of the Premises consistent with Section 5.1 of this Lease. Temporary closures for repairs, renovations, or force majeure events shall not be deemed inactivity provided Tenant gives the City written notice describing the reason and anticipated duration of such closure and resumes operations within a reasonable period.

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

## **ARTICLE 12 INDEMNITY**

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

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

12.3 Subtenant Indemnification. Tenant shall require any Subtenant to defend, indemnify, and hold harmless the City and the Tenant from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or relating to the its use of the Premises, or the operations or activities of Subtenant.

**ARTICLE 13**  
**SURRENDER OF THE PREMISES**

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

**ARTICLE 14**  
**MISCELLANEOUS.**

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

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

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

14.4 Notice of Lease. Tenant agrees not to record the within Lease, but each party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable State of New Hampshire, and reasonably satisfactory to Landlord's attorneys. In

no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease and is not intended to vary the terms and conditions of this lease.

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

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

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

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

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

City Manager  
1 Junkins Avenue  
Portsmouth, New Hampshire 038701

With a copy to:  
City Attorney  
1 Junkins Avenue  
Portsmouth, NH 03801

If intended for Tenant, addressed to: Name: Schleyer Foundation  
P.O. Box 222  
Rye, NH 03871  
Email: dschleyer@chinburg.com

With a copy to:

Name: R. Timothy Phoenix, Esq.  
Hoefle, Phoenix, Gormley and Roberts, PLLC 127 Parrott Avenue  
Portsmouth, NH 03801  
Email: tphoenix@hpgrlaw.com

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

13.10 Governing Law; Jurisdiction. This Lease shall be construed and its provisions interpreted under and in accordance with the laws of the State of New Hampshire (excluding the laws applicable to conflicts or choice of law). The Foundation, to the extent it may legally do so, hereby

(a) consents to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the State of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby, and (b) expressly waives any and all objections it may have to venue in any such courts.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE(S)]

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

**LANDLORD  
CITY OF PORTSMOUTH**

By: \_\_\_\_\_  
Karen S. Conard  
City Manager  
As Authorized by vote of the Portsmouth City Council on \_\_\_\_\_.

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**TENANT:  
SCHLEYER FOUNDATION**

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

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

EXHIBIT A  
Plan of Leased Premises with Designated Parking Area

EXHIBIT B  
Sub- Lease

EXHIBIT C  
Construction Plans and Timeline

EXHIBIT D

# City of Portsmouth


Department of Public Works




## Request for inclusion on a City Council Agenda

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TO: Karen Conard, City Manager

FROM: Dave Desfosses, Operations Manager 

CC: Peter H. Rice, Director of Public Works 

DATE: May 4, 2026

AGENDA ITEM: Pole License Petition PSNH#63-0771

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REQUESTED MEETING DATE: May 18, 2026

I have reviewed the conduit and manhole location information provided by PSNH for Petition and Pole License 63-0771

This request is to license four new electrical manholes and a switch gear with manhole and its associated underground conduit system running generally as shown on the attached diagram provided by Eversource shown as the red lines and rectangles. This equipment will provide service to the 2 Russell St project directly, but it is also a part of Eversource's downtown underground power loop that provides service to all the buildings in this area. The roads and sidewalk areas are being repaired and/or replaced by the 2 Russell St project in accordance with city specifications.

The installation of this underground service poses no impact on the existing City infrastructure. The Public Works Department recommends approval of this license.

Please call with any questions you may have.



**PETITION AND POLE LICENSE  
PETITION**

Manchester, New Hampshire

March 30, 2026

To the City Council of the City of Portsmouth, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License five ( 5) Manhole/Switch Gear(s) and associated underground cables as depicted on attached Pole Location Plan marked 63-0771: 23/MH10, 23/SWGR11, 23/MH9, 23/MH8, 23/MH7 on RUSSELL ST in the City of Portsmouth.

**PUBLIC SERVICE OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY**



BY:  
Caroline Craig, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 27th day of March, 2026, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 63-0771, dated 3/25/2026, attached to and made a part hereof.

Town of Portsmouth, New Hampshire

Town of Portsmouth, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the Town of Portsmouth, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Town Clerk

**PETITION AND POLE LICENSE  
PETITION**

Manchester, New Hampshire

March 30, 2026

To the City Council of the City of Portsmouth, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

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**PUBLIC SERVICE OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY**

BY: *Caroline Craig*  
Caroline Craig, Licensing Specialist

**LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

This 27th day of March, 2026, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 63-0771, dated 3/25/2026, attached to and made a part hereof.

Town of Portsmouth, New Hampshire

Town of Portsmouth, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the Town of Portsmouth, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Town Clerk

March 27, 2026

Office of the City Clerk  
City of Portsmouth  
One Junkins Avenue  
Portsmouth, NH 03801

Dear City Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in City of Portsmouth, New Hampshire.

Enclosed for your review find two copy of PSNH Petition and Pole License number 63-0771 for City of Portsmouth review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled “**Portsmouth**” and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

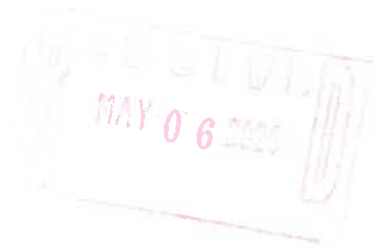
Please contact me by telephone or e-mail with any questions you may have.

Thank you.

*Caroline Craig*

Caroline Craig  
Customer Operations Support - Licensing  
Public Service Company of New Hampshire, dba Eversource Energy  
PO Box 330  
Manchester, NH 03105-9989  
Tel. 603-634-3552  
E-Mail: [Caroline.Craig@eversource.com](mailto:Caroline.Craig@eversource.com)

Enclosure(s)



Michael Hudson – Worshipful Master  
St. John's Lodge No. 1 F. & A. M.  
351 Middle Street – Portsmouth, NH 03801

May 5, 2026

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

Dear Ms. Conard:

I am requesting City approval to hold our annual St. John's Sunday Parade on Sunday June 28, 2026. This tradition has been carried out for well over 100 years. We propose to assemble at the William Pitt Tavern at 416 Court Street. Commencing at 8:50 AM we will march to St. John's Church at 100 Chapel Street for church services at 9:30 AM. After the conclusion of services, approximately 10:30AM, we propose to march back to the William Pitt Tavern. We will have the usual insurance that is required and look forward to your response. I may be reached at the contact information listed below.

Sincerely,

Michael Hudson, Worshipful Master  
St. John's Lodge No. 1 Portsmouth, NH  
hudson.mike@gmail.com  
207-317-0861

# City of Portsmouth

*Department of Public Works*



## **Request for inclusion on a City Council Agenda**

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TO: Karen Conard, City Manager

CC: Carl Weber, Deputy City Manager  
City Clerk  
Jessica Griffin, Asst. to the City Manager

FROM: Peter Rice, Director of Public Works

DATE: 5/7/2026

AGENDA ITEM: Active City Encumbrances Report

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REQUESTED MEETING DATE: 5/18/2026

RECOMMENDED BY: Peter Rice, Director of Public Works

**STAFF RECOMMENDATION:**

On December 8, 2025, the City Council approved an amendment to Chapter 6 which consolidated all references to licenses and permits for encumbering City property into one ordinance. The ordinance provides that the City Manager will provide the City Council with monthly written reports for all permits for temporary encumbrances. The Council's acceptance of the report constitutes its acceptance and endorsement of the permits listed. The attached Active City Encumbrances Report should be included under the Consent Agenda for acceptance by the Council.

Proposed Motion: Move to accept the Active City Encumbrances Report as presented.

# Active Encumbrance Permits

| Record #   | Encumbrance Requested | Applicant Name                 | Address                    | Start Date | Completion Date | Work Detail  |
|------------|-----------------------|--------------------------------|----------------------------|------------|-----------------|--|
| ENCM-26-4  | 30-Day                | Steppingstone Masonry          | 77 State Street            | 5/4/2026   | 5/31/2026       | Chimney waterproofing. Using walk-through staging.   |
| ENCM-26-5  | 60-Day                | Steppingstone Masonry          | 41 Market Street           | 6/1/2026   | 8/1/2026        | Brick repointing and window sill/header replacement. Full façade staging will be used during installation. |
| ENCM-26-7  | 30-Day                | J. Carnes & Son Roofing        | 30 Daniel Street           | 5/31/2026  | 5/31/2026       | Installing gutters. Using walk-through staging.  |
| ENCM-26-11 | 60-Day                | 409 Franklin Pierce Hwy LLC    | 179 Pleasant St            | 4/20/2026  | 5/31/2026       | Excavating driveway, partially blocking the sidewalk intermittently.                                       |
| ENCM-26-13 | 60-Day                | Susan Morrell                  | 31 Hampshire Road          | 4/8/2026   | 6/7/2026        | PODS container on the edge of the road in front of the property, no sidewalk.                              |
| ENCM-26-16 | 30-Day                | The Black Heritage Trail of NH | 222 Court Street           | 5/23/2026  | 5/23/2026       | Unveiling the mural on the side of our office building, using part of sidewalk and street.                 |
| ENCM-26-18 | 30-Day                | McNabb Properties              | Pleasant and Daniel Street | 4/20/2026  | 5/19/2026       | Replacing exterior. Operating a scissor lift in the morning hours.   |
| ENCM-26-15 | 30-Day                | McNabb Properties              | 14 Market Street           | 5/6/2026   | 6/5/2026        | Replacing windows, rebuilt storefront ornices and signbands, replace brick flashing.                       |
| ENCM-26-19 | 30-Day                | JG Painting LLC                | 308 Pleasant Street        | 6/7/2026   | 7/6/2026        | Scraping and painting house, using staging and lifts.  |
| ENCM-26-20 | 30-Day                | JD Restorations                | 19 Sheafe Street           | 4/28/2026  | 5/16/2026       | Brick repointing. Scaffolding in front and back, dumpster in street parking space.                         |

Previously reported to Council

## City Council Website Contact Form

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

**Date** Thu 5/7/2026 12:48 PM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Thu, 05/07/2026 - 12:48

Submitted by: Anonymous

Submitted values are:

**First Name**

Brooks

**Last Name**

Stevens

**Email**

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

**Subject**

RAPP program - May 18th meeting - Topics to be addressed.

**Address**

440 - 442 Hanover and 60 Martine Cottage Rd.  
Portsmouth , New Hampshire. 03801

**Message**

Dear City Council Members,

I am writing to follow up on the May 10 City Council meeting regarding the proposed Resident Access Parking Program (RAPP). While several important aspects of the program were discussed, I believe two key concerns still require further consideration before implementation.

First, the current proposal does not appear to adequately address GUEST parking permits. During the public comment session, three of the four speakers raised this issue, yet it was not substantively addressed afterward by either staff or the Council.

Many residents on Hanover Street, particularly between Rock and Brewster Streets, do not have off-street parking available. Under the proposed system, tradespeople, caregivers, family members, or out-of-town guests visiting for the day could face significant parking costs or citations unless they continuously pay the proposed hourly rate.

I would encourage the Council to consider a solution similar to the former placard system. For example, residents could be provided a limited-use guest pass valid for up to eight hours. Parking enforcement could log license plates and usage times electronically to help prevent abuse while still allowing residents to reasonably accommodate visitors.

Second, it is essential that on-street parking rates remain equal to or higher than garage parking rates. Without that parity, non-residents and even some residents may choose neighborhood streets as a lower-cost alternative to municipal garages, placing additional strain on already limited residential parking.

I understand parking rate discussions are expected at the May 18 meeting. ONE ADDITIONAL Concern relates to the current resident parking rate at the Foundry Garage, which is being proposed to increase to \$200 per month. If residential street parking becomes significantly less expensive or effectively free under RAPP, many current garage users may shift onto neighborhood streets, reducing parking availability for residents living directly within those impacted neighborhoods.

It may therefore be worth evaluating whether adjustments to garage resident rates or additional incentives could help maintain appropriate garage utilization and reduce pressure on residential streets.

To date, the existing "Resident Only Parking" signage in the Islington Street neighborhood has generally been effective at discouraging non-resident parking. However, it remains unclear whether the proposed RAPP structure could unintentionally increase neighborhood parking congestion if these concerns are not addressed in advance.

Lastly, I would appreciate clarification as to why the Bridge Street lot is not included within the RAPP program. Residents throughout the city contribute equally through taxes, and excluding certain municipal parking areas may create inconsistencies in access and availability among neighborhoods.

Thank you for your time and consideration. I appreciate the Council's efforts to improve parking access for Portsmouth residents and hope these concerns and suggestions will help strengthen the final program.

Sincerely,

Brooks Stevens

440-442 Hanover St - property owner

60 Martine Cottage Rd

Portsmouth NH 03801

603-828-6727

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

Yes

{Empty}

\*subject - Subject

## City Council Website Contact Form

---

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

**Date** Mon 5/4/2026 4:50 PM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Mon, 05/04/2026 - 16:50

Submitted by: Anonymous

Submitted values are:

**First Name**

charles

**Last Name**

griffin

**Email**

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

**Subject**

Election of City Clerk

**Address**

210 Hillside Dr  
Portsmouth, New Hampshire. 03801

**Message**

The Mayor has on his agenda the Appointment of Sally Kellar as City Clerk pursuant to Section 4.2 of the City Charter and NH RSA 48:2

Section 4.2 of the City Charter says that the City Council shall be the governing body of the City of Portsmouth and may exercise all of the powers as determined by law residing in the body of aldermen and city councilors under state law and this charter.

I have no problem with that.

However NH RSA 48:2 says that a city council meeting on a day appointed by law or ordinance may elect a city clerk by joint ballot.

I question whether simply putting this item on the agenda satisfies the requirement of meeting on a day appointed by law ordinance or whether a public notice of intent to meet on a specific date to vote on the election of a city clerk is required.

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

Yes

{Empty}

\*subject - Subject

## City Council Website Contact Form

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

**Date** Wed 5/6/2026 10:27 AM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Wed, 05/06/2026 - 10:27

Submitted by: Anonymous

Submitted values are:

**First Name**

Dennis

**Last Name**

Souto

**Email**

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

**Subject**

Lack of trash containers

**Address**

218 Willard Avenue  
Portsmouth , New Hampshire. 03801

**Message**

While having coffee outside of Coffee Roasters on Monday, I picked up some litter and went to deposit it in the garbage can nearby. Surprisingly, the garbage can was gone. I learned that the new ownership decided to remove all outdoor garbage cans. I suppose it's a cost cutting management decision, but I think a bad one. Paying to help minimize litter is a wise investment that reflects well on the new owner's support of the many businesses located there- and our environment.

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

Yes

{Empty}

\*subject - Subject

## City Council Website Contact Form

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

**Date** Mon 5/4/2026 4:41 PM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Mon, 05/04/2026 - 16:41

Submitted by: Anonymous

Submitted values are:

**First Name**

Elizabeth

**Last Name**

Mooney

**Email**

[elizabethmooney@hotmail.com](mailto:elizabethmooney@hotmail.com)

**Subject**

Proposed Parking Program Revisions/Residence Access Parking Program (RAPP)

**Address**

176 Woodlawn Circle  
Portsmouth, New Hampshire. 03801

**Message**

Dear Mayor and City Councilors: I have two requests:

FIRST: I ask that you remove the Parrott Avenue parking lot status quo from the RAPP you will vote on tonight, May 4, 2026.

Leaving the situation as-is dodges any concrete remedy for a significant problem for the city, i.e. the lack of available parking anywhere near Prescott Park and its environs. The Parrott Avenue lot situation deserves its own and likely contentious individual review and remediation.

Parrott Avenue parking lot is full even at 8 a.m. on Thanksgiving mornings when my husband, Tom, and I arrive to help set up the Seacoast Rotary Turkey Trot. Clearly, court is NOT in session. Who exactly do these cars belong to? Rumors abound. One is that the Naval Shipyard, which operates 24:7, uses it as a park-and-ride for a shuttle for workers from all over NH. Another is that owners of surrounding mansions who rent out apartment space in their dwellings don't include a parking space

on their own property for their paying tenants.

The situation is out of hand and needs urgent remediation.

SECOND: As to the snowbirds who use the Hanover Street Garage for their extended vehicle vacation storage, clearly they have the money to find alternative lodgings for their wheels since they have the money for a home away.

Airport and commuter bus and rail parking lots impose a one-month maximum stay. Hanover Garage is in high demand. Impose a one-month maximum, and record the plate number so people don't game the system by having someone drive the car in and out to another spot at day 29.

Thank you for your consideration and, hopefully, action.

Liz Mooney

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

Yes

{Empty}

\*subject - Subject

## City Council Website Contact Form

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

**Date** Tue 5/5/2026 8:00 PM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Tue, 05/05/2026 - 20:00

Submitted by: Anonymous

Submitted values are:

**First Name**

Kathleen

**Last Name**

Reardon

**Email**

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

**Subject**

RAPP Parrott Avenue

**Address**

48 Sunnyside Drive  
GREENLAND, New Hampshire. 03840

**Message**

May 5, 2026

Dear Members of the Portsmouth City Council,

I am writing in regards to the RAPP pilot program for Parrott Avenue in Portsmouth. While I understand and respect the intention behind this initiative (ensuring that neighborhood residents have access to parking near their homes), I believe the current plan will create unintended consequences for the broader community.

I lived on Manning Street for many years and understand firsthand what it is like to navigate life in Portsmouth without dedicated parking. I am especially familiar with how challenging that area becomes on weekends when Prescott Park is in full swing. I am now raising a family in Greenland, the town where I grew up, but Portsmouth remains an important part of our daily lives.

As you are well aware, a section of Parrott Avenue sits adjacent to several heavily used public resources, including local baseball fields, the library, a middle school, and the Connie Bean Center. This

area is not solely residential in function; it serves as a shared community hub for families across Portsmouth and neighboring towns.

Programs like Portsmouth Little League rely on participation from surrounding communities. Of the 110 players in the Central League, 35 do not have Portsmouth addresses. Additionally, 17 of 46 managers/coaches are non-residents. These families are not visitors; they are active volunteers and contributors to Portsmouth's youth programs. Additionally Little League pays a \$20 per out-of-town player fee to the city.

Charging these families \$1–2 per hour to park adds an additional burden on individuals who are already supporting Portsmouth; it risks discouraging participation and creates an inequitable situation for those who volunteer their time and/or contribute to sustain the city's recreational programs.

I also question whether the parking initiative will achieve its intended goal in this specific area. The three to four homes on that specific side of Parrott Avenue all have driveways, and it seems likely that many current users of the spaces are already city residents. Has there been a study conducted to confirm who is actually using this parking? It is reasonable to assume that many are Portsmouth residents who are already accustomed to parking in different parts of the city, many who live on Richards Avenue. Moving forward, families from neighboring towns, particularly those involved in Little League, will likely seek free parking in nearby areas such as Rockland and walk down from Leary Field. Those of us who know the neighborhood understand how easily parking patterns shift rather than disappear.

It is also my understanding that the issue on Parrott Avenue originated from long-term parking by camper vans. If that was the primary concern, a more targeted solution could address the problem more effectively without impacting short-term community use. For example, implementing a time-limited parking policy for non-residents (such as a two-hour maximum, similar to what already exists in the school and library lot) would disallow extended stays while still allowing access for families attending basketball and baseball games, library visits, or school events.

I urge the Council to reconsider the current structure of the RAPP program in this specific area and to explore alternatives that better balance the needs of neighborhood residents with those of the wider community. Portsmouth's strength lies in its ability to bring together residents and neighboring towns through shared programs and spaces; policies like this should reflect and support that.

Thank you for your time and consideration,

Kathleen Reardon

Greenland Resident/School Board and Graduate of Portsmouth High School, Class of 2001

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

Yes

{Empty}

\*subject - Subject

## City Council Website Contact Form

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

**Date** Tue 5/12/2026 2:29 PM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Tue, 05/12/2026 - 14:29

Submitted by: Anonymous

Submitted values are:

**First Name**

Lillian

**Last Name**

Seitz

**Email**

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

**Subject**

Sally Kellar, City Clerk

**Address**

20 Taylor Ln  
Portsmouth, New Hampshire. 03801-5754

**Message**

This message was also sent to Karen Conard.

Given the information available online about how Sally Kellar, the City Clerk, covered up then misplaced absentee ballots, in Bedford, for the 2020 election and then falsely blaming other officials is inexcusable. Neither is covering up another batch of ballots left in a 2021 special election ballot box. This person should not be serving the city of Portsmouth in any capacity. You must fire her immediately and begin a new search for a benevolent, truthful and competent person. I am aware that you did not vote for Sally Kellar. However, you can insist that the City Manager fire her and begin a new search. This is the only respectable action that you as a city council should take regarding this matter. People are fed up with secrecy and dishonesty. I could never trust her as a city clerk or handling voter ballots! The public will be watching this.

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

**City Council meeting.**

Yes

{Empty}

\*subject - Subject

## City Council Website Contact Form

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

**Date** Thu 5/7/2026 3:53 PM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Thu, 05/07/2026 - 15:53

Submitted by: Anonymous

Submitted values are:

**First Name**

Marsha

**Last Name**

Heiland

**Email**

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

**Subject**

NHDOT Project 29640 and ROW

**Address**

2007 Lafayette Rd  
Portsmouth, New Hampshire. 03801

**Message**

The following email was sent in addition to:  
David Smith, NHDOT Project Manager  
David McNamata, Stantec  
Christina Willson, Senior Assistant Attorney General  
David M Rodrigue, NHDOT Commissioner

-----/

We recently received the certified letter regarding the Right of Way Reestablishment. Seeing as though we have not had correspondence from any agency for quite some time now, you can imagine the alarms that went off in the neighborhood. We have several questions and are also looking for you to

reaffirm the understandings and decisions that were made previously to all of us.

At the May 2025 City Council Meeting, NHDOT presented a slide indicating that there would be another Public Hearing which was targeted for the fall of 2025. We never received any notification of this, nor have we seen any notations of such on the NHDOT website under this project. We are concerned that the Right of Way Reestablishment is being done prior to a Public Hearing and prior to a Final Design/Engineering. Where are we in the process?

We just heard from one of our neighbors who is very upset by this letter. She went to the Portsmouth City Clerk today and they didn't know anything about this. She tried to talk to Eric Eby at the Planning Commission and he was unavailable. She stated that she could not get a copy or even ability to photograph the Plans and that they are unavailable at this time for no real reason. She is just as frightened and concerned as the rest of us.

First and foremost, the letter and the enclosed Plan do not indicate how or if the Right of Way has changed. Will this have a negative effect to our property? How are we to determine if this has changed from the original Right of Way?

At the City Council Meeting in May of last year, NHDOT stated Route One would be shifted by six feet to the west to "create a lot more space over there, and allows all the facilities to be built within the existing (state) right of way". Mr. McNamara also stated that that means there will be "no permanent encroachment on any of those residential properties on the easterly side of the road". Furthermore, Mr. McNamara also confirmed the comment from City Councilor Josh Denton, that "from Hoover to Wilson, residential property would not be taken" and continued to state that the work could be done within the existing Right of Way.

Given the aforementioned statements are from NHDOT, will you please reaffirm NHDOT's commitment to us that the Right of Way Reestablishment Plan will not affect our property, that we will not lose any of our existing property, there will be no encroachment on our property and that all the facilities will be built within the Right of Way?

We were home and received this letter on the first delivery attempt, which was Saturday, April 25th. We're not certain when other property owners received this letter. The date of the letter is April 14th and states that the filing of the Plan with the Secretary of State is April 15th. The letter also states per the RSA we have 60 days from the date of the filing to petition the Superior Court for the assessment of damages. Why was there a nearly 2 week delay in notifying the property owners? Given that we have all been working together, why weren't we given a heads up about this seeing as there has been no communication for almost a year?

We would like to continue working together. We hope to hear from you soon.

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

Yes

{Empty}

\*subject - Subject

## City Council Website Contact Form

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

**Date** Mon 5/11/2026 2:17 PM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Mon, 05/11/2026 - 14:17

Submitted by: Anonymous

Submitted values are:

**First Name**

Richard

**Last Name**

DiPentima

**Email**

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

**Subject**

Planning Board

**Address**

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

**Message**

Dear Council Members:

We have a problem with regard to the Planning Board's lack of appropriate rules and procedures regarding the request by an applicant to postpone their presentation to the Board. With regard to the Brora LLC's Site Plan Application for the development at 150 Portsmouth Blvd., they have requested and been granted four postponements, 2 at the Technical Advisory Committee level and 2 by the full Planning Board. According to Planning Director Britz the following is how the decision to grant postponements is currently made; "When applicants request postponements, they are typically requested through staff by the applicant. The Planning Board's rules and procedures do not address postponement or how a postponement request is to be reviewed."

This is very subjective and open to criticism. The Board needs to adopt official rules and procedures with regard to how a request for a postponement is addressed. They also need to consider that

abutters and/or their legal representative may not be able to attend a meeting where an application directly impacts them. Sould abutters also have a right to request a postponement after giving a reasonable explanation? I would think so. Having a physical presence and presenting directly to the Board is much more impactful than simply submitting written comments and testimony that may or may not be read or even considered.

This is a matter that deserves serious consideration. Thank you.

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

Yes

{Empty}

\*subject - Subject

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## City Council Website Contact Form

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

**Date** Tue 5/12/2026 8:57 AM

**To** Webform Submission <webformsubmission@portsmouthnh.gov>

**Cc** City Council Clerk - Shr <ccclerk@portsmouthnh.gov>; City Council - Shr <ccemail@portsmouthnh.gov>; Carl E. Weber <ceweber@portsmouthnh.gov>; Karen S. Conard <kconard@portsmouthnh.gov>; Nathan D. Lunney <ndlunney@portsmouthnh.gov>; Susan G. Morrell <sgmorrell@portsmouthnh.gov>

Submitted on Tue, 05/12/2026 - 08:57

Submitted by: Anonymous

Submitted values are:

**First Name**

Sean

**Last Name**

Morin

**Email**

[pga26@msn.com](mailto:pga26@msn.com)

**Subject**

FY27 Budget: request for fiscal restraint, benefit reform, and a clear revenue plan

**Address**

67 Madison Street  
Portsmouth , New Hampshire. 03801

**Message**

Dear City Council Members:

I'm writing as a Portsmouth resident regarding the proposed FY27 budget. I appreciate the work that goes into balancing services, staffing, and rising costs. That said, the FY27 proposal represents a meaningful jump in spending that I don't believe is fiscally responsible given today's environment. The City Manager's FY27 proposed budget is \$157,971,390, an increase of \$7,676,450 or 5.11% over FY26. Over the last five years, Portsmouth's total gross budget has grown from roughly \$119.0M (FY21) to \$149.9M (FY26), a total increase of about \$31.0M or 26%. The City is now proposing another step up to nearly \$158.0M.

A 5.1% increase also outpaces current inflation, and taxpayers are already absorbing higher costs in housing, utilities, and everyday expenses. We should not default to "raise the budget" as the first solution when the main drivers are known and can be addressed structurally.

The City's own summary identifies health insurance as the single largest driver of the FY27 increase, with an increase of roughly \$3.3M (about 21.4%). If benefits are driving the growth, then benefits must be part of the solution, rather than pushing the bulk of increases onto taxpayers each year.

From what I can see in the publicly available agreements, employees contribute roughly 15% on average toward health insurance premiums today (with the City covering the balance). While exact percentages vary by unit and plan, this overall split is not sustainable long-term when medical costs are rising at the rate the City is reporting. A more realistic approach would be a phased-in increase in employee cost sharing over the next few years, with a goal of moving closer to a 50/50 premium split. That would better align with current private-sector standards, reduce pressure on the tax base, and still provide a strong benefit.

In addition to benefit reform, I would encourage the City to pursue practical modernization using automation and AI to reduce overhead costs. The reduction of 9 FTE's is simply not enough, and there has to be a tougher policy in place for overtime approval. This is not about cutting essential frontline services. It is about streamlining the administrative workload so staffing growth can be reduced over time through attrition. Areas where automation and AI can help quickly include:

- Customer service intake (311 requests, routing, follow-up updates)
- Permitting, licensing, and inspections scheduling, notifications, and status updates
- Purchasing and invoice processing (matching, exception handling, approval workflows)
- HR and onboarding workflows (forms, policy acknowledgements, recurring compliance tasks)
- Records requests and document retrieval (standardized responses, faster search, and redaction support)

I would also ask the City to clearly communicate how new growth is being used to offset the tax burden. Portsmouth has seen significant high-value residential construction in recent years, including many properties that appear to be well above \$1M. Those projects add real tax base. What specific revenue programs and strategies are being pursued to grow non-tax revenues and reduce reliance on property taxes, such as:

- Fees and cost recovery where appropriate (permits, inspections, services)
- Grants and state/federal funding strategy (with measurable targets)
- Parking, licensing, and tourism-related revenue optimization
- Economic development initiatives that expand the commercial tax base
- A published "new growth" target and how those dollars are being applied

I would respectfully ask the Council to consider the following actions:

1 Increase employee health insurance cost sharing and review plan design, a path where the cost share is 50/50.

2 Stop pension enrollment for new hires and transition to a defined contribution plan

3 Implement a 401(k) style plan with a match immediately for new hires

4 Establish a clear overhead modernization plan (automation/AI) with measurable staffing cuts and cost targets

5 Publish a revenue strategy that shows how new growth and other revenue programs reduce reliance on the taxpayer

I'm not suggesting cutting core services or making short-term decisions that create long-term problems. I'm suggesting we address the structural drivers directly, modernize overhead where possible, and set a standard of fiscal discipline that Portsmouth taxpayers can sustain.

Thank you for your time and for your service to the community.

Sean P. Morin

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

**City Council meeting.**

Yes

{Empty}

\*subject - Subject



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

## REAPPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information*

Committee: Historic Cemetery Committee

Name: Deirdre (Dee) Forte

**Please confirm or update your contact information below:**

Street Address:  No Change  Updated: 372 Court Street

Mailing Address:  No Change  Updated: 372 Court Street

Telephone Number:  No Change  Updated: \_\_\_\_\_

Email Address:  No Change  Updated: \_\_\_\_\_

**Eligibility and Availability**

Do you remain a resident of Portsmouth?  Yes  No

Changes to meeting availability?  No  Yes: \_\_\_\_\_

**Continued Service**

Do you wish to be considered for reappointment?  Yes  No

Interested in other boards if not reappointed?  Yes  No

**Acknowledgment**

By signing, you certify the above is accurate and understand that:

- (1) Reappointment is at the discretion of the Mayor and City Council;
- (2) Review and acknowledgment of the Volunteer Handbook is mandatory (information will be emailed to you and can be found on the City Clerk's webpage); and
- (3) The taking of the Oath of Office and signing of the oath book at the City Clerk's office is required after appointment.

Signature: Deirdre Forte

Date: 5/7/26

Submit to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801  
or via email at [cityclerk@portsmouthnh.gov](mailto:cityclerk@portsmouthnh.gov)



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

## REAPPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information*

Committee: Cemetery

Name: Michael Griffin

**Please confirm or update your contact information below:**

Street Address:  No Change  Updated: \_\_\_\_\_

Mailing Address:  No Change  Updated: \_\_\_\_\_

Telephone Number:  No Change  Updated: \_\_\_\_\_

Email Address:  No Change  Updated: \_\_\_\_\_

**Eligibility and Availability**

Do you remain a resident of Portsmouth?  Yes  No

Changes to meeting availability?  No  Yes: \_\_\_\_\_

**Continued Service**

Do you wish to be considered for reappointment?  Yes  No

Interested in other boards if not reappointed?  Yes  No

**Acknowledgment**

By signing, you certify the above is accurate and understand that:

- (1) Reappointment is at the discretion of the Mayor and City Council;
- (2) Review and acknowledgment of the Volunteer Handbook is mandatory (information will be emailed to you and can be found on the City Clerk's webpage); and
- (3) The taking of the Oath of Office and signing of the oath book at the City Clerk's office is required after appointment.

Signature: Michael Griffin Date: 5/7/26

Submit to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801  
or via email at [cityclerk@portsmouthnh.gov](mailto:cityclerk@portsmouthnh.gov)



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

## REAPPOINTMENT APPLICATION

*Instructions: Please print or type and complete all information*

Committee: Cemetery

Name: Sue Polidura

**Please confirm or update your contact information below:**

Street Address:  No Change  Updated: \_\_\_\_\_

Mailing Address:  No Change  Updated: \_\_\_\_\_

Telephone Number:  No Change  Updated: [REDACTED]

Email Address:  No Change  Updated: \_\_\_\_\_

**Eligibility and Availability**

Do you remain a resident of Portsmouth?  Yes  No

Changes to meeting availability?  No  Yes: \_\_\_\_\_

**Continued Service**

Do you wish to be considered for reappointment?  Yes  No

Interested in other boards if not reappointed?  Yes  No

**Acknowledgment**

By signing, you certify the above is accurate and understand that:

- (1) Reappointment is at the discretion of the Mayor and City Council;
- (2) Review and acknowledgment of the Volunteer Handbook is mandatory (information will be emailed to you and can be found on the City Clerk's webpage); and
- (3) The taking of the Oath of Office and signing of the oath book at the City Clerk's office is required after appointment.

Signature: [Signature]

Date: 5/7/26

Submit to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801  
or via email at [cityclerk@portsmouthnh.gov](mailto:cityclerk@portsmouthnh.gov)



**Receipt Date:**  
 RECEIVED  
 APR 13 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: TALIA B. SPERDUTO

Telephone: [REDACTED]

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

Yes  No  - maybe

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

YES  NO

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

YES  NO

Street address: 675 South St, Unit #8 Portsmouth NH  
 03801

Mailing address (if different): SAME

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

talia@samnagroup.com

How long have you been a resident of Portsmouth? 6 or 7 years?

Occupational background:

Residential Real estate (current)  
Environmental Science (BA)



# 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 2 years? Facilitate classes for  
dealers on our city's conservation ordinance.  
My real estate background often comes into  
play as well as ES degree.

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: I have serving thus far - I  
would be happy to remain an alternate  
or a full member. I feel I can actually  
make such a difference in a positive way for this  
city that I love!

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

Women's city club, PEEP/Seacoast Board

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

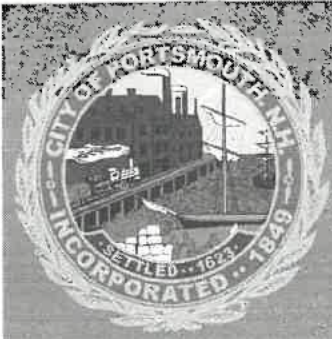
1. Kathleen B Logan - [Redacted]  
Name, address, telephone number
2. Thomas Morgan - [Redacted]  
Name, address, telephone number

**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:

Date: TUS APR 17th 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: Conservation Commission

**Reappointment Application**

Name: Barbara McMillan

Telephone: 

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: 84 Hillside Drive

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

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

How long have you been a resident of Portsmouth? At least 35 years

Occupational background:  
2000 - 2020: NH Dept. of Environmental Services Watershed Outreach Coordinator  
1998 - Present: Dorr Foundation Chair/Grant Administrator.....  
1997 - 2000: NH Dept. of Environment Service Recycling Coordinator.....



# 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 Portsmouth Conservation Commission Chair and Vice-Chair

NH Dept of Environmental Services Watershed Outreach Coordinator

NH Stormwater (permit) Coalition meeting coordinator and host

Previous coordinator and presenter for the Soak up the Rain Stormwater program

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: Every conservation commission mtg. is a learning process on work with applicants to balance Portsmouth's growth while preserving the beautiful natural resources that we treasure and attracts people to Portsmouth to visit and live. It's an honor to serve as a mentor with historic knowledge of the community while learning current resident's priorities from fellow young commissioners and the public.

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

- +Current Portsmouth Conservation Commission Vice-chair +Dorr Foundation Chair - foundation providing science education grants
- +Manomet Center for Conservation Sciences, Bd Member and Counselor +NH Educators member.....

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

- Mary Ann Blanchard ((previous Ports. CC vice chair) 100 Lafayette Rd., Unit 202, Portsmouth [redacted])  
Name, address, telephone number
- Steve Miller (previous Ports. member and chair) 38 Thornton Street, Portsmouth, [redacted]  
Name, address, telephone number

**By submitting this application you understand that:**

- This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission/Committee; and
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- If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
- Your application will be kept on file for one year from date of receipt.
- IF APPOINTED, YOU WILL BE REQUIRED TO REVIEW AND ACKNOWLEDGE THE BOARD, COMMISSION AND COMMITTEE HANDBOOK FOR VOLUNTEERS AND TO PARTICIPATE IN ALL TRAININGS.
- Sign the Oath of Office book preserved with the Office of the City Clerk

Signature: Barbara Miller

Date: 3/27/2006



# 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: Arts & Cultural Commission

**Initial applicant**

Name: Matt Dydo Telephone: [REDACTED]

Could you be contacted at work? YES  NO  If so, telephone# [REDACTED]

Street address: 236 Myrtle Ave Portsmouth NH 03801

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

Email address (for clerk's office communication ): matt\_dydo@outlook.com

How long have you been a resident of Portsmouth? 3 1/2 years

Occupational background:

My passion for building relationships and connecting people feels innate. I enjoy being part of a process that brings goals and ideas to reality. Both personally and professionally, my paths have allowed me to work with numerous companies and non-profits, providing brand awareness, networking, and sales and marketing strategies.

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

I am m the Chair of the Portsmouth Poet Laureate Program and worked with the commission to help bring the public poetry project to life.

 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: \_\_\_\_\_

The arts and cultural community plays a big role in what makes Portsmouth thrive. I've truly enjoy helping it grow, and I'd love to do even more to support this incredible community—both the city of Portsmouth and the artists and creatives who make it so special.

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

Chair Of The Portsmouth Poet Program, Board Member At Diaspora Radio,

Past Board Member At WSCA 106.1 fm & Current Volunteer

Member/Volunteer at Creative Mornings PKX, Leadership Seacoast( class of 2025)  
Volunteer BLM and Portsmouth Halloween Parade

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

1) Sally Cobb [REDACTED] 30 Applevale Drive Dover NH  
Name, address, telephone number

2) Lionel Loveless [REDACTED] 106 Lafayette Rd, Hampton Falls, NH  
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: 4/17/26

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



# 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: Sustainability **Initial applicant**

Name: Marta Hurgin Telephone [REDACTED]

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

Street address: 111 New Castle Ave, Portsmouth, NH 03801

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

Email address (for clerk's office communication ): marta.hurgin@gmail.com

How long have you been a resident of Portsmouth? 7 years

Occupational background:

I am a public interest lawyer and have been a litigator in NH for 12 years. I have worked for NH Legal Assistance, 603 Legal Aid and the NH Public Defender.

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

I have experience reading and analyzing laws and regulations. I am organized and understand the importance of attention to detail. I have experience with negotiations and reaching agreements and compromises.

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 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 know Portsmouth has done a lot in regards to climate change and sustainability. I would like to help bring Portsmouth even further. I hope that Portsmouth can be a local and national leader in sustainable practices that allow for the people and visitors to Portsmouth to experience a healthy and vibrant community. I am passionate about animal rights, conservation, climate change and healthy livable communities.

Please list any organizations, groups, or other committees you are involved in:  
Board member: Hospice Help Foundation  
Volunteer: NHSPCA

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

1) Marsha Filion, Jones Ave, Portsmouth Director Hospice Help Foundation, marsha@hl  
Name, address, telephone number

2) Christine List, Sagamore Ave, Portsmouth, clist127@gmail.com  
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
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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. Application will be kept on file for one year from date of receipt.

Signature: \_\_\_\_\_ Date: 2/22/25

If you do not receive the appointment you are requesting, would you be interested in serving on another board or commission? Yes  No

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



# 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: Bicycle & Pedestrian Blue Ribbon Committee

Name: Tyler Garzo

Telephone: 

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: 62 McKinley Rd Portsmouth NH 03801

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

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


How long have you been a resident of Portsmouth? Off and on since 2006

Occupational background:  
Currently providing technology consulting for islands in the Gulf of Maine.  
Enviornmental/sustainability monitoring, microwave communications, databases, solar energy systems.



# 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:

Extensive advocacy for more walkable, bikeable neighborhoods, specifically in Miami -

building train and bus frequency monitoring systems with Transit Alliance to affect public policy.

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

Reasons for wishing to serve: I believe Portsmouth's greatest value is its historic walkability.

I want to do everything I can to preserve and promote this, with a special eye towards reducing automobile centric thinking.

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

Regular attendee of Portsmouth Parking and Traffic Safety Committee and Sustainability Committee meetings.

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

1. Ross Hansen, Stratham NH, [REDACTED]  
Name, address, telephone number
2. Jess Sweetman, Grand Rapids MI, [REDACTED]  
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: [Handwritten Signature]

Date: April 11, 2026



**Receipt Date:**

**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: Bicycle

Name: Ryan Harper

Telephone: [REDACTED]

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

Yes  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?   If so, telephone number: [REDACTED]

Street address: 24 Coolidge Dr. Portsmouth, NH 03801

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

Email address (for communication from the Office of the City Clerk, and distribution of training materials):  
Rharper676@gmail.com

How long have you been a resident of Portsmouth? 3 years

Occupational background:  
Hi there. I'm a jetBlue pilot and a Marine Corps reservist.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**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 was a part of a playground development group with the PTA in the town where I grew up and have followed the roadway improvement and bicycle lane/path developments in the cities and nine states in which I've lived.

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

Reasons for wishing to serve: I am a life long cyclist. I bike my son to and from the Seacoast Community School when I can. I've also personally experienced the challenges of biking from my home in Elwyn Park to downtown. While this is a beautiful and safe town, that experience does not translate to what a cyclist experiences on our streets.

Please list any organizations, groups, or other committees you are involved in:  
Piscataqua Youth Sailing. Walk With a Doc.

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

1. Joe Adler. 37 Salem St. Portsmouth, NH. [REDACTED]  
Name, address, telephone number
2. Katie Irwin. 610 State St. Portsmouth, NH. [REDACTED]  
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: 23 Apr 20

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

Created: 2/18/25



**Receipt Date:**

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

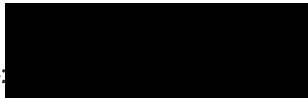
## REAPPOINTMENT APPLICATION

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

Committee: Citywide Neighborhood Committee

**Reappointment Application**

Name: Kenneth J Hale

Telephone: 

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: 886 State Street, Portsmouth NH 03801

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

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


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

Occupational background:  
Attorney, sole proprietor - Hale Title Services, 1992- 2010

Manager, Gather - food pantry 2000- date

\_\_\_\_\_  
\_\_\_\_\_



# 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 this committee for one term ending 1/26

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: I have enjoyed my first term on CNC. I look forward to strengthening my relationships with the City Council and other city officials to continue the good work the CNC performs for Portsmouth.

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

Home For All- Board Member, Seacoast Impact Collaborative- Steering Committee, St. John's Episcopal Church- Vestry

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

1. David Beadling, 466 Dennett Street, Ports. [REDACTED]  
Name, address, telephone number
2. Jody Record, 126 Rockland St, #1, Ports. [REDACTED]  
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: \_\_\_\_\_ Date: \_\_\_\_\_



**Receipt Date:**

**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: Citywide Neighborhood Committee

**Reappointment Application**

Name: Christian Berling

Telephone: [REDACTED]

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

Yes  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: [REDACTED]

Street address: 117 Ash Street. Portsmouth, NH 03801

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

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

cberling16@gmail.com

How long have you been a resident of Portsmouth? 30 years

Occupational background:

I ran a medical device company for 28 years and took early retirement in 2023. Since then I have become an angel investor in 2 companies in NH, one in Hampton and one in Merrinack.



# 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:

**I worked in marketing, sales and C-Suite in the medical industry.**

**As an investor in 2 companies I have additional experience in finance and operations.**

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: **I love this town and have benefited greatly in my time here, the least i can do it give back. It also gives me the opportunity to continue to meet people in the community now that my children are beginning to leave for college.**

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. **Lee Frank. 169 Madison Street. Portsmouth** [REDACTED]

Name, address, telephone number

2. **Zoe Daboul. 53 Humphreys Court, Portsmouth.** [REDACTED]

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: 

Date: **January 21, 2026**

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

Created: 2/18/25

# 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:                          | 5/7/2026   |
| Department/<br>Contact Person: | Senior Activity Center, Nicole Finitis, Senior Services Supervisor |
| Donation Amount:               | 500.00   |

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

Account - 13-786-339-00-100-002-061002.  
Senior Activity Center Luncheon Fund 13

Is there a particular purpose intended with this donation:

**Future Senior Luncheon Funding by Senior Activity Center Member and Portsmouth resident Karen Parnes. Karen wishes to give back to the center in gratitude for having access to it and all the programming.**

Other Information/Special Conditions:

## Donor Information

|                    |  |
|--------------------|--|
| First & Last Name: | Karen Parnes                                     |
| Business Name:     |  |
| Address*:          | 2075 Lafayette Rd, Unit A32, Portsmouth NH 03801 |
| Phone*:            |  |
| Email*:            |  |
|                    | <u>(267) 994-9466</u>                            |

*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.*

CITY COUNCIL POLICY No **2026-01****RESIDENT ACCESS PARKING PROGRAM (RAPP) PILOT – 2026****Purpose**

Over the last decade, the City has implemented several pilots for Resident Neighborhood Parking Programs to address concerns of reduced parking availability for residents of neighborhoods located near the Downtown Business District.

Neighborhoods in proximity to the Downtown Business District are not metered.

Residents have raised concerns that nonresidents park in their neighborhoods because parking spaces are unmetered, which creates a shortage of parking spaces for residents.

Prior pilots have been unsuccessful because they were difficult to manage and enforce.

A new Resident Access Parking Program (RAPP) Pilot- 2026 (“Program”) has been created to address residents’ concerns and improve the operation and enforcement of the Program.

The goals of Program are to:

- \* Increase parking availability for residents by charging nonresidents for parking in designated locations outside the Downtown Business District (“RAPP Zone”);
- \* Provide free parking for residents and School, Recreation and Library employees who have registered their vehicle license plates with the City’s Tax or Parking Office;
- \* Expand the Downtown Workforce Parking Program to limited areas in the RAPP Zone;
- \* Simplify management and enforcement of the Program by using vehicle license plate enforcement; and
- \* Provide parking management data from the Program to the Council to help inform future resident parking programs and parking availability in neighborhoods in proximity to the Downtown Business District.

**Policy**

The Program will provide free parking for residents and School, Recreation and Library employees with vehicle license plates registered through the City’s Parking or Tax Office in the RAPP Zone more fully described below. Nonresidents will be charged an hourly parking rate determined by the Fee Schedule Study Committee. The Program also expands the Downtown Resident Workforce Program to Parrott Avenue and the hourly parking rate for Downtown Workers will be determined by the Fee Schedule Study Committee.

**RAPP Zone**

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

- a. Parrott Avenue (roadway only, and the only street in the RAPP Zone to be used by downtown workers registered for the Downtown Workforce Parking Program)
- b. Hanover Street (from Bridge Street to Brewster Street);
- c. Rock Street
- d. Pearl Street
- e. Tanner Street
- f. Tanner Court
- g. Gates Street
- h. Hancock Street
- i. Washington (Court Street to Hancock Street)

**Parking Rates in RAPP Zone**

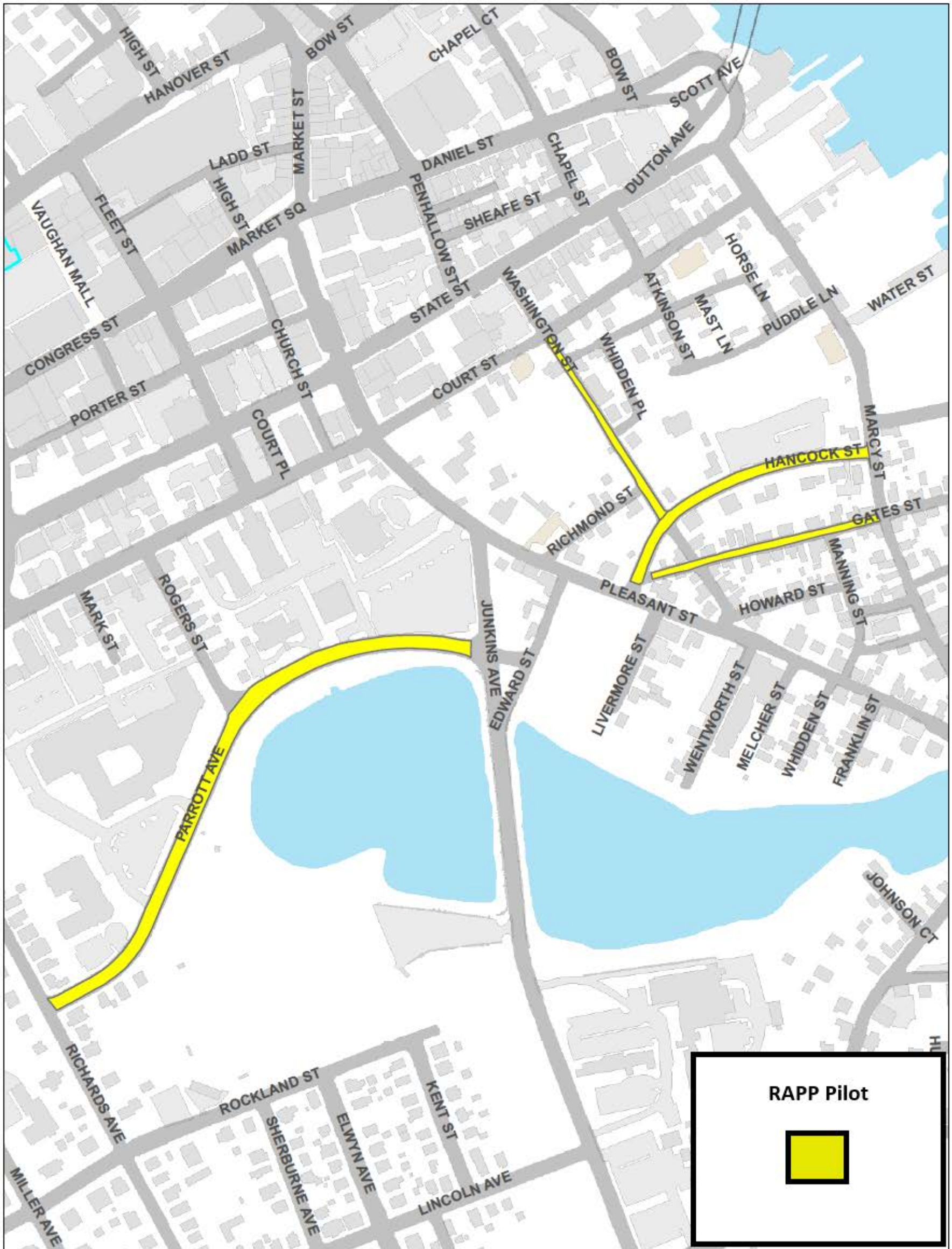
Parking Rates for the Program are set by the Fee Schedule Study Committee and hours of enforcement are set forth in Chapter 7, Article I, Section 7.102 (C).

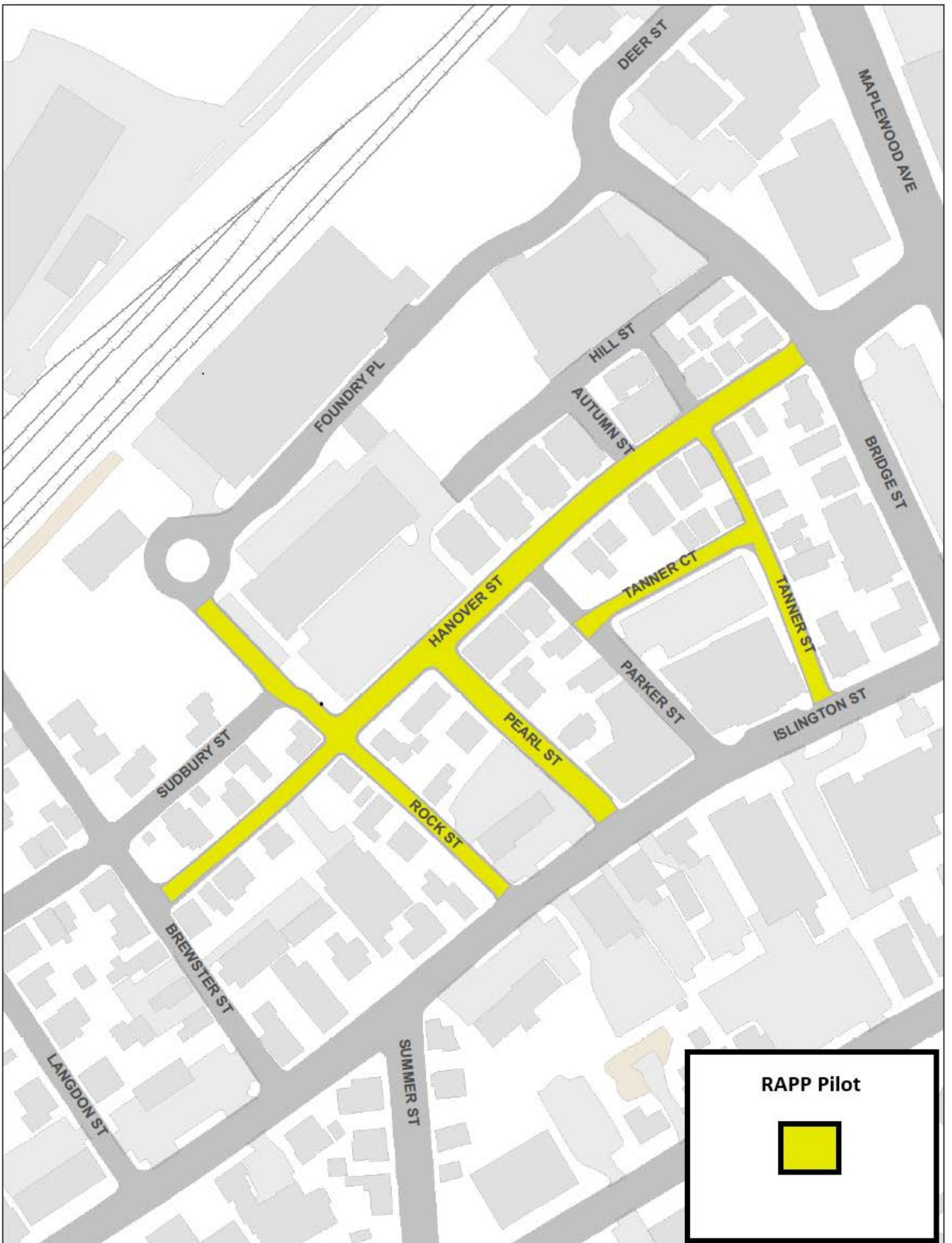
**Effective date**

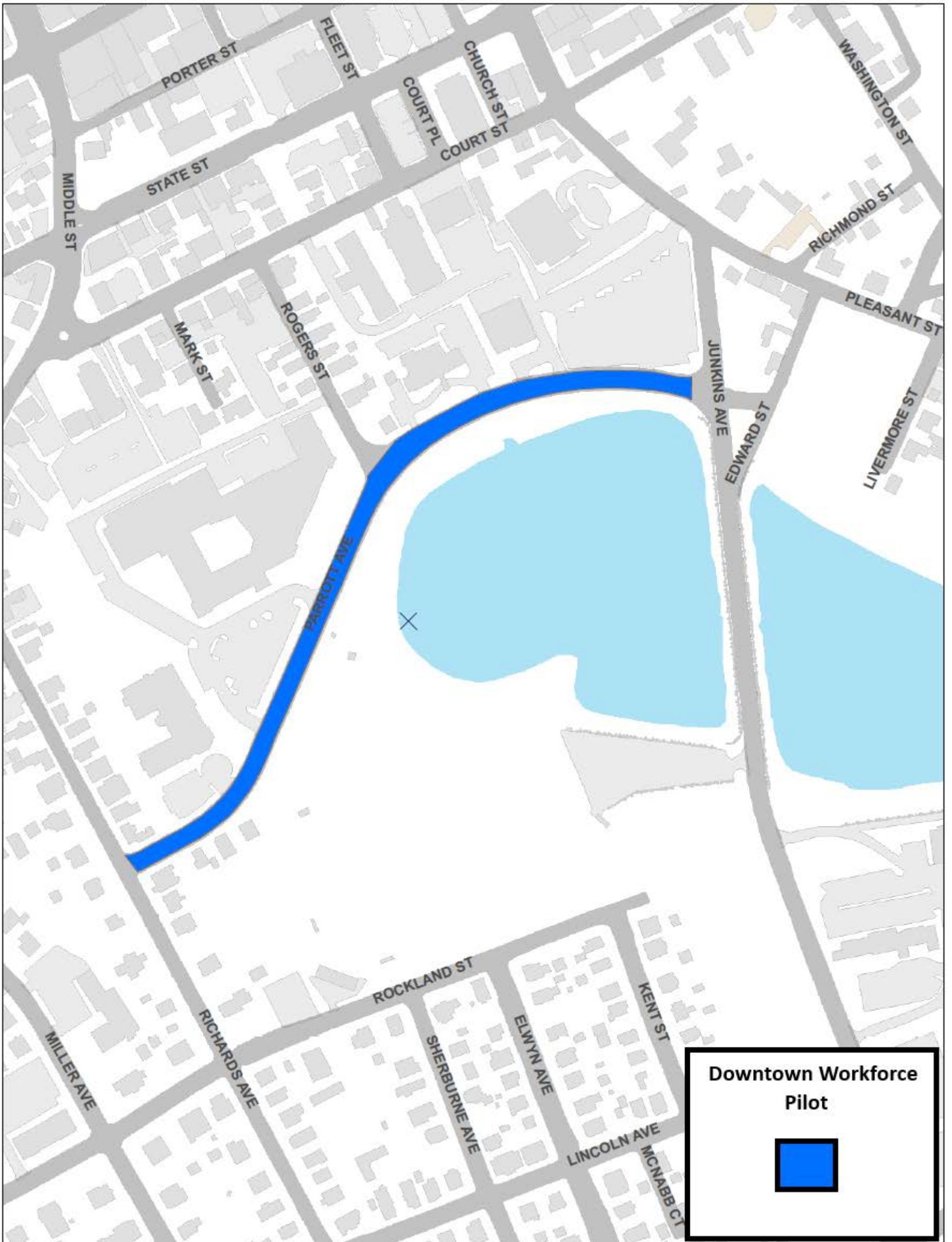
The Program is effective July 1, 2026.

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

\_\_\_\_\_  
Sally Kellar, City Clerk









**Downtown Workforce  
Pilot**



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 Environmental Services  |   | <b>1.2. State Agency Address</b><br>29 Hazen Drive, PO Box 95<br>Concord, NH 03302-0095  |   |
| <b>1.3. Grantee Name</b><br>Coakley Landfill Group   |   | <b>1.4. Grantee Address</b><br>1 Junkins Ave. Portsmouth, NH 03801                       |   |
| <b>1.5 Grantee Phone #</b><br>603-610-7215   | <b>1.6. Account Number</b><br>03-44-44-441018-5566-072-500574 | <b>1.7. Completion Date</b><br>January 2, 2028   | <b>1.8. Grant Limitation</b><br>\$980,000 |
| <b>1.9. Grant Officer for State Agency</b><br>Brian Voelk, CWSRF Federal Provisions Manager  |   | <b>1.10. State Agency Telephone Number</b><br>603-271-2978                               |   |
| 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><br>  |   | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>Glenn Normandeau, Chair             |   |
| <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)</b><br>   |   | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Robert R. Scott, Commissioner |   |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> NHDES   |   |  |   |
| By: <br>Keely Lovato AAG  |   | Assistant Attorney General, On: 4 / 10 / 2026  |   |
| <b>1.16. Approval by Governor and Council (if applicable)</b>  |   |  |   |
| By:  |   | On: / /  |   |

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date 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 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
  - 11.2.3 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

Grantee Initials *GDW*  
Date *3/19/26*

- 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.

Grantee Initials

Date

*G.D.W.*  
3/19/26

**EXHIBIT A**  
**SPECIAL PROVISIONS**

**NH CWSRF – EC IIA FY 2023 and FY 2024 STATE Emerging Contaminants Clean Water SRF Grant**

Federal Funds paid under this agreement are from Grants to the State from the U.S. Environmental Protection Agency, Emerging Contaminants Clean Water State Revolving Fund under CFDA #66.458. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA):** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI), and all applicable Executive Compensation Data information as required under the FFATA. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID generated by SAM.gov.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>.

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than \$1,000,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see example and single audit submissions.

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Date 3/19/26

**CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

**PERIOD OF PERFORMANCE:** This agreement will commence upon approval of Governor and Council and the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the completion date shown in block 1.7 of Form Number G-1.

**PROCUREMENT, SUSPENSION AND DEBARMENT:** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the

Grantee Initials

GDN

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information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or

Grantee Initials

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*GDW*  
3/19/26

(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

**WAGE RATE REQUIREMENTS (DAVIS-BACON):**

The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that Loan Recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

**BUILD AMERICA, BUY AMERICA (BABA) ACT:**

The recipient shall comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency<sup>[1]</sup> pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

Grantee Initials

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G.D.N.  
3/19/26

**SIGNAGE REQUIREMENT:**

The Recipient must communicate to the public that EPA funds are contributing to the project by constructing a sign in accordance with the EPA's Guidelines for Enhancing Public Awareness of SRF Assistance Agreements. The type and location of the sign shall be mutually agreed upon between the Recipient and NHDES. The Recipient shall maintain the sign throughout the duration of the project.

**FISCAL SUSTAINABILITY PLAN:**

On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Recipients to develop and implement a fiscal sustainability plan for the repair, replacement, or expansion of treatment works, or certify that such a plan has been developed and implemented. The fiscal sustainability plan shall include:

- An inventory of the critical assets that are part of the treatment works,
- An evaluation of the conditions and performance of inventoried assets or asset groupings,
- A certification that the Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and
- A plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

The Recipient has certified that they have or will have a Fiscal Sustainability Plan prior to the date of Scheduled Completion or Final Disbursement, whichever date is later.

**COST AND EFFECTIVENESS:**

On June 10, 2014, the Water Resources Reform and Development Act of 2014 amended the Clean Water Act to include permanent requirements for Recipients to conduct a cost and effectiveness analysis for the funded asset that includes at a minimum:

- The study and evaluation of the cost and effectiveness of the processes, materials techniques and technologies for carrying out the proposed project or activity.
- The selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation and energy conservation taking into account:
  - The cost of constructing the project or activity,
  - The cost of operation and maintaining the project or activity over the life of the project or activity, and
  - The cost of replacing the project or activity.

NH Code of Administrative Rules Env-Wq 700, Standards of Design and Construction for Sewerage and Wastewater Treatment Facilities, include minimum technical standards and requirements for the planning, design, and construction of sewerage and wastewater treatment facilities that meet the requirements listed above.

The Recipient must certify that it has completed the required cost and effectiveness analysis and that it has selected, to the maximum extent practicable, a project or activity that maximizes the potential for water and energy conservation, as appropriate. This certification should be included with, and will be processed as part of, the design submittal.

Grantee Initials

Date

*B.D.W.*  
 3/19/26

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Pursuant to 40 CFR, Section 33.301, the Recipient shall make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and shall require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

**SUPER CROSS-CUTTERS:**

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Section 306 of the Clean Air Act
- Section 508 of the Clean Water Act
- Uniform Relocation and Real Property Acquisition Policies Act

Grantee Initials GDW  
Date 3/19/06

**OTHER SPECIAL PROVISIONS**

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Changes to the Scope of Services** or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).
  2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
  3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D, if applicable.
  4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.
  5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
  6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

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**EXHIBIT B**  
**SCOPE OF SERVICES**

Coakley Landfill Group will use the Clean Water Grant Program to conduct a pilot project to investigate treatment options to reduce or remove Per-and Polyfluoroalkyl Substances (PFAS) in the surface water and ground water migrating from the site. It will include screening of practical treatment alternatives and selection of several for lab-scale and onsite pilot testing. The pilot will also examine possible treatment approach(s) and describe the likelihood of success with a long-term treatment approach for some portion of the water leaving the site which will include the necessary considerations for a full design and construction in the future.

Final Deliverables should include a summary report of findings from the research conducted and technologies piloted regarding treatment of PFAS as it pertains to the site.

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**EXHIBIT C**  
**METHOD OF PAYMENT**

The NHDES shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation of \$980,000 in accordance with the following requirements:

Disbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the CWSRF Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

Changes to the Scope of Services require NHDES approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials GDW  
Date 3/19/26